

FORM APPROVED COUNTY COUNSEL 7/3/16
 BY: GREGORY P. PRIAMOS DATE

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

333



FROM: Riverside University Health System-Behavioral Health (RUHS-BH)

SUBMITTAL DATE:
7/21/16

SUBJECT: Ratify and Execute the Agreement with Sigma Beta Xi, Inc for Prevention and Early Intervention (PEI) Services for three years [District: All]; [Total Cost \$758,958]; [\$252,986 Annually]; 100% State

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Agreement with Sigma Beta Xi, Inc. to provide PEI services in the amount of \$252,986 annually;
2. Approve the updated Attachment A – Summary of PEI Annual Aggregate Funding, where the previously Board approved aggregate amount of \$4,712,951 remains the same; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign renewals and amendments for the vendors of PEI services listed in Attachment A that do not change the substantive terms of the agreements including compensation provisions of the approved annual aggregate amount; b) move the allocated funds among the vendors for the PEI services listed in Attachment A; and c) execute new PEI Agreements that will be awarded through a competitive bid process for these programs, while staying within the approved annual aggregate amount of \$4,712,951 through June 30, 2019.

(Continued on page 2)

SS:TAH

Maria T. Mabey
 Maria T. Mabey, Assistant Director for
 Steve Steinberg, Behavioral Health Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 252,986	\$ 252,986	\$ 758,958	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: State 100%				Budget Adjustment: NO	
				For Fiscal Year: 16/17 – 18/19	

C.E.O. RECOMMENDATION: APPROVE
 BY: *Christopher M. Hans*
 County Executive Office Signature Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

Purchasing & Fleet Services: *[Signature]*
 Department of Public Works, Assistant Director

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

Prev. Agn. Ref.: 7/21/15, 3-27 | District: All | Agenda Number:

3-51

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify and Execute the Agreement with Sigma Beta Xi, Inc for Prevention and Early Intervention (PEI) Services for FY16/17 [District: All], [Total Cost \$758,958 for 3 Years]; [\$252,986 Annually]; 100% State

DATE:

PAGE: Page 2 of 3

BACKGROUND:

Summary

RUHS-BH's Mental Health Services Act (MHSA) and PEI Program developed a plan that includes services, which are best delivered in targeted communities by contract providers serving the needs of those areas. These services include mental health outreach, awareness and stigma reduction, parent education and support, early intervention for families in schools, transition age youth project, first onset for older adults, trauma-exposed services for all ages, and underserved cultural populations. These services are provided in non-clinical settings, such as community centers, schools, faith-based organizations and libraries. On June 17, 2014 (3-37), the Board of Supervisors approved the MHSA three-year program and expenditure plan. On July 21, 2015 (3-27), the Board of Supervisors approved an aggregate amount of \$4,712,951 for the PEI Programs listed in Attachment A with the option to renew for up to three (3) years.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of the communities of Riverside County. The PEI services are available to all Riverside County residents and targets individuals who may be experiencing the first onset of a mental illness to provide them with the tools and resources to prevent the mental illness from becoming disabling.

Additional Fiscal Information

The PEI Agreements are 100% funded with State MHSA funds. No additional County funds are required.

Contract History and Price Reasonableness

Riverside County Purchasing, on behalf of RUHS-BH, issued a Request for Proposal (RFP) #MHARC-174 for the PEI BRAAF Boys (Building Resilience in African American Families) program in the Western Region on May 6, 2015. The Bid Notification was emailed to 750 individuals and proposals were received from four organizations. The Evaluation Committee determined that Sigma Beta Xi, Inc. was the lowest most responsive and responsible bidder. The bid range for the responsive bidders was \$252,986 - \$368,022.

All PEI services are awarded through a competitive bid process approximately every three years. Price reasonableness is established during the competitive bid process, whereas bidders' cost proposals determine the competitive bid range for each RFP. RUHS-BH is requesting approval to add new vendor(s) awarded through the RFP process within the approved aggregate amount of \$4,712,951. Due to the specialized services provided by the vendors for PEI, RUHS-BH requires the flexibility to add/remove vendors as necessary to ensure continuity of care.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FORM 11: Ratify and Execute the Agreement with Sigma Beta Xi, Inc for Prevention and Early Intervention
 (PEI) Services for FY16/17 [District: All], [Total Cost \$758,958 for 3 Years]; [\$252,986 Annually]; 100% State**

DATE:

PAGE: Page 3 of 3

ATTACHMENT A

**Riverside University Health System – Behavioral Health
 Summary of PEI Annual Aggregate Funding**

PEI Aggregate Categories	Amount
Existing PEI Programs (including 10% Contingency): <ul style="list-style-type: none"> • BRAAF (Building Resilience in African American Families) Boys Program • FAST – (Families and Schools Together) • Call to Care • Crisis Helpline • Promotores de Salud Mental (Mental Health Promotion) / Education Outreach • Outreach and Reunification Services • NAMI Signature Programs / Contact for Change • TAY Peer-to-Peer Services • Strengthening Families Program • Cognitive Behavioral Therapy for Late-Life Depression (OAEID) • Stress and Your Mood (SAYM) • Mamas y Bebes (Mothers & Babies) • Cognitive-Behavioral Interventions for Trauma in Schools (CBITS) • Seeking Safety • Triple P – Positive Parenting Program 	\$4,209,965
New Contract Award for Building Resilience in African American Families (Western Region) Sigma Beta Xi, Inc.	\$252,986
Reserve for new PEI program(s) not listed above	\$250,000
Revised Total PEI Program Aggregate Amount	\$4,712,951

**RIVERSIDE UNIVERSITY HEALTH SYSTEM
BEHAVIORAL HEALTH**

This agreement is made and entered into by and between the Riverside University Health System-Behavioral Health, a political subdivision of the state of California, hereinafter referred to as RUHS-BH and **SIGMA BETA XI, INC.**, 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 'RUHS-BH 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 29 and Exhibits A, B, C, and D, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: 

By: _____
John J. Benoit, Chairman, Board of Supervisors

Corey A. Jackson, Chairman/CEO

Print Name

Date: _____

Date: 05/31/2016

Attest
By: _____
Kecia Harper-Ihem, Clerk of the Board

Table of Contents

Section	Title	Page
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	5
VI	License(s)/Certification(s)	6
VII	Administrative Change in Status	7
VIII	Delegation and Assignment	7
IX	Alteration	8
X	Indemnification	8
XI	Insurance	8
	A. Workers' Compensation	9
	B. Commercial General Liability	9
	C. Vehicle Liability	9
	D. Professional Liability	9
	E. General Insurance Provisions	10
XII	Limitation of County Liability	12
XIII	Warranty Against Contingent Fees	12
XIV	Nondiscrimination	12
	A. Employment	12
	B. Services, Benefits, and Facilities	13
XV	Reports/Research Protocol	14
XVI	Health Insurance Portability & Accountability Act (HIPAA)	14
XVII	Confidentiality of Participant Information	15

Table of Contents

Section	Title	Page
XVIII	Records	18
	A. Program Participant Records	18
	B. Financial Records	19
	C. Financial Record Retention	19
	D. Participant Record Retention	19
	E. Shared Records	19
	F. Property of participant records	19
XIX	Staffing	20
XX	Cultural Competency	22
XXI	Informing Materials	24
XXII	Conflict of Interests	24
XXIII	Waiver of Performance	24
XXIV	Federal and State Statues	24
XXV	Drug-Free Workplace Certification	25
XXVI	Termination Provisions	26
XXVII	Dispute	28
XXVIII	Severability	29
XXIX	Venue	29
XXX	Notices	29
Exhibit A	Scope of Work	A-1
Exhibit B	Laws and Regulations	B-1
Exhibit C	Reimbursement and Payment	C-1
Schedule K	Budget Guide (FY 2016/17)	Schedule K
Template	PIF / Monthly Invoice	PIF/Invoice
Exhibit D	Research Protocol	D-1

I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2016, and continue in effect through June 30, 2017. The Agreement may thereafter be renewed annually, up to an additional three (3) 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, attached hereto and by this reference incorporated herein. The Exhibit C includes RUHS-BH requirements for reimbursement.
- B. CONTRACTOR shall use the Schedule K (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 attached hereto and by this reference incorporated herein, as 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 Mental 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

1 facilities, programs, policies, practices, books, records, or procedures at any reasonable
2 time. In exercising the right to review or monitor CONTRACTOR's administrative, clinical,
3 fiscal and program components, staff, and facilities, the RUHS-BH shall enforce Agreement
4 provisions and applicable RUHS-BH policies identified throughout this agreement.

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

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

17 V

18 INDEPENDENT CONTRACTOR:

19 This Agreement is by and between the RUHS-BH and CONTRACTOR and is not
20 intended, and shall not be construed, to create the relationship of agent, servant,
21 employee, partnership, joint venture, or association, as between RUHS-BH and
22 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall
23 not be entitled to any benefits payable to RUHS-BH employees, including but not limited to
24 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or
25 other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an
26 independent contractor and shall be wholly responsible for the manner in which it performs
27 the services required. CONTRACTOR assumes the exclusive responsibility and liability for
28 the acts of its employees or agents as they relate to services provided. CONTRACTOR
29 shall bear the sole responsibility and liability for furnishing workers' compensation benefits

1 to any CONTRACTOR employees, agents and/or subcontractors for any injuries arising
2 from or connected with services performed on behalf of RUHS-BH pursuant to this
3 Agreement. CONTRACTOR certifies that it will comply with all applicable state and federal
4 labor laws and regulations, including, but not limited to, those issued by the federal
5 Occupational Safety and Health Administration and California Division of Occupational
6 Safety and Health. CONTRACTOR is responsible for payment and deduction of all
7 employment-related taxes on CONTRACTORS' behalf and for CONTRACTORS'
8 employees, including, but not limited to, all federal and state income taxes and
9 withholdings. RUHS-BH shall not be required to make any deductions from compensation
10 payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RUHS-BH
11 against any and all claims that may be made against RUHS-BH based upon any contention
12 by a third party that an employer-employee relationship exists by reason of this Agreement;
13 and CONTRACTOR shall indemnify RUHS-BH for any and all federal or state withholding
14 or retirement payments which RUHS-BH may be required to make pursuant to federal or
15 state law.

16 Contractor shall maintain, as appropriate, the following:

- 17 A. Articles of Incorporation;
- 18 B. Amendments of Articles;
- 19 C. List of agency's Board of Directors and Advisory Board;
- 20 D. A resolution indicating who is empowered to sign all contract documents
21 pertaining to the agency;
- 22 E. By-laws and minutes of Board meetings.

23 VI

24 LICENSE(S)/CERTIFICATION(S):

25 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
26 certifications, waivers and/or exemptions necessary to provide services hereunder as
27 required by the laws or regulations of the United States, State of California, the County of
28 Riverside and all other appropriate governmental agencies, and agrees to maintain such
29 throughout the term of this Agreement. Examples of license(s)/certification(s) may include:

1 fire clearance, zoning permit; business license, community care license and/or Medi-Cal
2 certification. CONTRACTOR shall notify DIRECTOR (or his designee) immediately and in
3 writing of its inability to maintain, irrespective of the tendency of an appeal, such licenses,
4 permits, approvals, certifications, waivers and/or exemptions.

5 VII

6 ADMINISTRATIVE CHANGE IN STATUS:

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

17 VIII

18 DELEGATION AND ASSIGNMENT:

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

26 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
27 the prior written consent of RUHS-BH. Any attempted assignment or delegation in
28 derogation of this paragraph shall be void. Any change in the corporate or business
29 structure of CONTRACTOR, such as a change in ownership or majority ownership change

1 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
2 this paragraph.

3 IX

4 ALTERATION:

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

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

11 X

12 INDEMNIFICATION:

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

26 XI

27 INSURANCE:

28 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the
29 RUHS-BH harmless, CONTRACTOR shall procure and maintain the following insurance

1 coverages during the term of this Agreement. With respect to the insurance section only,
2 the RUHS-BH herein refers to the County of Riverside, its Agencies, Districts, Special
3 Districts, and Departments, their respective directors, officers, Board of Supervisors,
4 employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

20 C. Vehicle Liability: CONTRACTOR shall maintain liability insurance for all vehicles, or
21 other mobile equipment, used in the performance of the obligations under this
22 Agreement in an amount not less than \$1,000,000 per occurrence combined single
23 limit. If such insurance contains a general aggregate limit, it shall apply separately
24 to this agreement or be no less than two (2) times the occurrence limit. Policy shall
25 name the RUHS-BH as an Additional Insured.

26 D. Professional Liability: CONTRACTOR shall maintain Professional Liability Insurance
27 providing coverage for CONTRACTOR's performance of work included within this
28 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
29 \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance

1 is written on a 'claims made' basis rather than on an 'occurrence' basis, such
2 insurance shall continue through the term of this Agreement and CONTRACTOR
3 shall purchase at his sole expense either: 1) an Extended Reporting Endorsement
4 (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with
5 a retroactive date back to the date of, or prior to, the inception of this Agreement; or,
6 3) demonstrate through Certificates of Insurance that CONTRACTOR has
7 maintained continuous coverage with the same or original insurer. Coverage
8 provided under items; 1), 2), or 3) will continue for a period of five (5) years beyond
9 the termination of this Agreement.

10 E. General Insurance Provisions - All lines:

- 11 1. Any insurance carrier providing insurance coverage hereunder shall be admitted
12 to the State of California and have an A.M. BEST rating of not less than an A:VIII
13 (A:8) unless such requirements are waived, in writing, by the RUHS-BH Risk
14 Manager. If the RUHS-BH's Risk Manager waives a requirement for a particular
15 insurer such waiver is only valid for that specific insurer and only for one policy
16 term.
- 17 2. The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles
18 or self-insured retentions. If such deductibles or self-insured retentions exceed
19 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
20 written consent of the RUHS-BH Risk Manager before the commencement of
21 operations under this Agreement. Upon notification of deductibles or self insured
22 retentions which are deemed unacceptable to the RUHS-BH, at the election of
23 the RUHS-BH's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce
24 or eliminate such deductibles or self-insured retentions as respects this
25 Agreement with the RUHS-BH, or 2) procure a bond which guarantees payment
26 of losses and related investigations, claims administration, defense costs and
27 expenses.
- 28 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County
29 of Riverside with: 1) a properly executed original Certificate(s) of Insurance and

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

- 23 4. It is understood and agreed by the parties hereto and the CONTRACTOR's
24 insurance company(s), that the Certificate(s) of Insurance and policies shall so
25 covenant and shall be construed as primary insurance, and the RUHS-BH's
26 insurance and/or deductibles and/or self-insured retentions or self-insured
27 programs shall not be construed as contributory.
- 28 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
29 tiers of approved subcontractors working under this Agreement.

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

4 XII

5 LIMITATION OF RUHS-BH LIABILITY:

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

9 XIII

10 WARRANTY AGAINST CONTINGENT FEES:

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

19 XIV

20 NONDISCRIMINATION:

21 A. Employment:

22 1. Affirmative Action shall be taken to ensure applicants and employees are treated
23 without regard to their race, religion, color, sex, national origin, age, sexual
24 preference, or physical or mental disability. Such affirmative action shall include,
25 but not be limited to the following: employment, promotion, demotion or transfer;
26 recruitment or recruitment advertising; layoff or termination; rate of pay or other
27 forms of compensation; and selection for training, including
28 apprenticeship/internship. There shall be posted in conspicuous places,
29 available to employees and applicants for employment, notices from DIRECTOR

1 (or his designee) and/or the United States Equal Employment Opportunity
2 Commission setting forth the provisions of this Section.

- 3 2. All solicitations or advertisements for recruitment of employment placed by or on
4 behalf of CONTRACTOR shall state that all qualified applicants will receive
5 consideration for employment without regard to race, religion, color, sex, national
6 origin, age, sexual preference, or physical/mental disability.
- 7 3. Each labor union or representative of workers with which CONTRACTOR has a
8 collective bargaining Agreement or other contract or understanding must post a
9 notice advising the labor union or workers' representative of the commitments
10 under this Nondiscrimination Section and shall post copies of the notice in
11 conspicuous places available to employees and applicants for employment.
- 12 4. In the event of noncompliance with this section or as otherwise provided by State
13 and Federal law, this Agreement may be terminated or suspended in whole or in
14 part and CONTRACTOR may be declared ineligible from future contracts
15 involving federal, state or COUNTY funds.

16 **B. Services, Benefits, and Facilities:**

- 17 1. CONTRACTOR shall not discriminate in the provision of services, the allocation
18 of benefits, or in the accommodation in facilities on the basis of color, race,
19 religion, national origin, gender, age, sexual preference, marital status,
20 physical/mental disability in accordance with Title VI of the Civil Rights Act of
21 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations
22 promulgated pursuant thereto, and as otherwise provided by State law and
23 regulations, as all may now exist or be hereafter amended or changed.
- 24 2. CONTRACTOR shall further establish and maintain written procedures under
25 which any person, applying for or receiving services hereunder, may seek
26 resolution from CONTRACTOR of a complaint with respect to any alleged
27 discrimination in the provision of services by CONTRACTOR's personnel. Such
28 procedures shall also include a provision whereby any such person, who is
29 dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by

1 CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of
2 presenting the complaint of alleged discrimination. Such procedures shall also
3 indicate that if such person is not satisfied with RUHS-BH's resolution or decision
4 with respect to the complaint of alleged discrimination, he or she may appeal the
5 matter to the appropriate federal or state agencies. CONTRACTOR will maintain
6 a written log of complaints for a period of seven (7) years.

7 XV

8 REPORTS/RESEARCH PROTOCOL:

- 9 A. CONTRACTOR must adhere to the reporting requirements as mandated by
10 law. The RUHS-BH shall provide instruction and direction regarding RUHS-
11 BH policies and procedures for meeting reporting requirements.
- 12 B. CONTRACTOR shall provide the RUHS-BH with applicable reporting
13 documentation as specified in the Research Protocol, attached hereto as
14 Exhibit "D" and by this reference incorporated herein. RUHS-BH may provide
15 additional instructions on reporting requirements as required by RUHS-BH or
16 State guidelines.
- 17 C. CONTRACTOR shall participate in the RUHS-BH's Management Information
18 System (MIS) as required by the DIRECTOR, or his designee.
19 CONTRACTOR is required to report program, individuals served and staff
20 data about the CONTRACTOR's program and services, by the fifth (5th)
21 working day of each month for the prior month. Reports are available through
22 the department's Report Distribution Server (RDS).

23 XVI

24 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

25 CONTRACTOR is subject to all relevant requirements contained in the Health
26 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted
27 August 21, 1996, and the laws and regulations promulgated subsequent thereto.
28 CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this
29

1 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under
2 this Law.

3 XVII

4 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

- 14 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential
15 participant identifying information obtained or generated in the course of providing
16 services pursuant to this Agreement except for non-identifying statistical information.
17 The CONTRACTOR shall not use identifying information for any purpose other than
18 carrying out the CONTRACTOR's obligations under this Agreement.
- 19 B. The CONTRACTOR shall not disclose confidential participant identifying information
20 except as authorized by participant, participants' legal representative or as permitted
21 by Federal or State law, to anyone other than the RUHS-BH or State without prior
22 valid authorization from the participant or participants' legal representative in
23 accordance with State and Federal laws. Any disclosures made shall be logged and
24 the log maintained in accordance with State and Federal law.
- 25 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
26 beneficiaries for copies of bills, CONTRACTOR will provide the RUHS-BH with a
27 copy of any document released as a result of such request, and will provide the
28 name, address and telephone number of the requesting party.
- 29

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

7 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
8 Agreement, CONTRACTOR shall notify RUHS-BH, immediately upon discovery of
9 any breach of Protected Health Information (PHI) and/or data, where the information
10 and/or data is reasonably believed to have been acquired by an unauthorized
11 person. Immediate notification shall be made to the RUHS-BH Mental Health
12 Compliance Officer within two (2) business days of discovery at (800) 413-9990.
13 The CONTRACTOR shall take prompt corrective action to cure any deficiencies and
14 any action pertaining to such unauthorized disclosure required by applicable Federal
15 and State Laws and regulations. The CONTRACTOR shall investigate such breach
16 and provide a written report of the investigation to the RUHS-BH Mental Health
17 Compliance Officer, postmarked within thirty (30) working days of the discovery of
18 the breach to the address below:

19 Behavioral Health Compliance Officer
20 Riverside County Department of Mental Health
21 P.O. Box 7549
22 Riverside, CA 92513

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

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

4 G. The CONTRACTOR shall implement strong access controls and other security
5 safeguards and precautions as noted in the following to restrict logical and physical
6 access to confidential, personal (e.g., PHI) or sensitive data to authorized users
7 only. The CONTRACTOR shall enforce administrative and technical password
8 controls on all systems used to process or store confidential, personal, or sensitive
9 data.

10 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
11 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored
12 on portable electronic media (including, but not limited to, CDs, thumb drives) and on
13 portable computing devises (including, but not limited to, laptop and notebook
14 computers).

15 I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-
16 mail or other internet transport protocol unless the data is encrypted by a solution
17 that has been validated by the National Institute of Standards and Technology
18 (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.

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

23 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
24 participant identifying information obtained or generated in the course of providing
25 services pursuant to this Agreement except for non-identifying statistical information.
26 The CONTRACTOR shall not use identifying information for any purpose other than
27 carrying out the CONTRACTOR's obligations under this Agreement. RUHS-BH
28 makes no warranty or representation that compliance by CONTRACTOR with these
29 Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory for

1 CONTRACTOR's own purposes or that any information in CONTRACTOR's
2 possession or control, or transmitted or received by CONTRACTOR, is or will be
3 secure from unauthorized use or disclosure. CONTRACTOR is solely responsible
4 for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

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

10 M. CONTRACTOR shall require all its officers, employees, associates, and agents
11 providing services hereunder to acknowledge, in writing, understanding of and
12 Agreement to comply with said confidentiality provisions.

13 XVIII

14 RECORDS:

15 All records shall be available for inspection by the designated auditors of RUHS-BH,
16 State Department of Health Care Services, State Department of Justice, State Department
17 of Mental Health Services and Oversight and Accountability Commission, U.S. Department
18 of Health and Human Services and the U.S Office of the Inspector General at reasonable
19 times during normal business hours. Records include, but are not limited to, all physical
20 and electronic records originated or prepared pursuant to the performance under this
21 Agreement, working papers, reports, financial records or books of account, medical
22 records, prescription files, and subcontracts. Upon request, at any time during the period of
23 this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the
24 RUHS-BH. CONTRACTOR shall be subject to the examination and audit of the Office of
25 the Inspector General for a period of three (3) years after final payment under Agreement.

26 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
27 RUHS-BH, the State Department of Health Care Services, the State Department of
28 Oversight and Accountability. CONTRACTOR shall maintain adequate participant
29 records on each participant, program outcome measures, and records of service

1 provided by the various staff in sufficient detail to make an evaluation of the
2 effectiveness of the program services.

3 B. Financial Records. CONTRACTOR shall maintain complete financial records that
4 clearly reflect the cost of each type of service for which payment is claimed. Any
5 apportionment of costs shall be made in accordance with generally accepted
6 accounting principles and shall evidence proper audit trails reflecting the true cost of
7 the services rendered. Statistical data shall be kept and reports made as required
8 by the DIRECTOR, or his designee, and the State of California.

9 C. Financial Record Retention. Appropriate financial records shall be maintained and
10 retained for at least five (5) years or, in the event of an audit exception and appeal,
11 until the audit finding is resolved, whichever is later.

12 D. Participant Record Retention. Participant records shall be maintained and retained
13 for a minimum of seven (7) years.

14 E. Shared Records/Information. CONTRACTOR and RUHS-BH shall maintain a
15 reciprocal shared record and information policy, which allows for sharing of
16 participant records and information between CONTRACTOR and RUHS-BH. Either
17 RUHS-BH or CONTRACTOR shall not release these participant records or
18 information to a third party without a valid authorization.

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

27 ///

28 ///

29 ///

XIX

STAFFING:

CONTRACTOR shall comply with the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. Such personnel shall be 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.

- 1 e. Results of LiveScan, background check and TB test.
- 2 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
3 policy and procedure review, emergency procedures and treatment services.
- 4 C. CONTRACTOR shall institute and maintain a training program in which professional
5 and other appropriate personnel shall participate.
- 6 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
7 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of
8 agitation and potential violence, and procedures to protect both staff and the
9 participants from violent behavior.
- 10 E. Training plans shall be documented and discussed with staff. Continuing
11 development of staff expertise shall be encouraged.
- 12 F. The CONTRACTOR recognizes the importance of child and family support
13 obligations and shall fully comply with all applicable State and Federal laws relating
14 to child and family support enforcement, including, but not limited to, disclosure of
15 information and compliance with earnings assignment orders, as provided in
16 Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family
17 Code.
- 18 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
19 shall establish and disseminate written policies for all employees that include
20 detailed information about the False Claims Act and the other provisions named in
21 section 1902(a)(68)(A). Included in these written policies shall be detailed
22 information about contractor's policies and procedures for detecting and preventing
23 fraud, waste, and abuse in federal, state and local health care programs. Contractor
24 shall also include in any employee handbook a specific discussion of the laws
25 described in the written policies, the rights of employees to be protected as
26 whistleblowers, and a specific discussion of Contractor's policies and procedures for
27 detecting and preventing fraud, waste and abuse.
- 28 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
29 regulations regarding Staffing and/or Employee compensation. All payments or

1 compensation made to CONTRACTOR Staff, Personnel and/or Employees in
2 association with the fulfillment of this agreement shall be made by means of Staff,
3 Personnel and/or Employee Certified Payroll or other auditable documentation
4 justifying the payment or compensation.

5 XX

6 CULTURAL COMPETENCY PLAN:

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

- 27 A. A comprehensive management strategy to address culturally and linguistically
28 appropriate services, including strategic goals, plans, policies, procedures, and
29 designated staff responsible for implementation.

- 1 B. Appropriate interventions which acknowledge specific cultural influences.
- 2 C. CONTRACTOR agrees to comply with the RUHS-BH's Cultural Competency Plan as
- 3 set forth in the Department's approved Cultural Competency Plan. The Cultural
- 4 Competency Plan may be obtained from the department's website at
- 5 <http://rcdmh.org/> or by contacting the RUHS-BH's Cultural Competency Manager or
- 6 designee.

7 **Riverside University Health System-Behavioral Health Cultural Competency Program**

8 P.O. Box 7549

9 Riverside, California 92513

10 Attention: Cultural Competency Manager

11 Fax: 951-955-7206

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

21 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

1
2 G. CONTRACTOR training information shall be submitted via facsimile to 951-955-
3 7206 to the attention of the RUHS-BH Cultural Competency Program Manager on or
4 before June 30 of each fiscal year.

5 XXI

6 INFORMING MATERIALS

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

14 XXII

15 CONFLICT OF INTEREST:

16 CONTRACTOR shall not employ any RUHS-BH employee whose position at RUHS-
17 BH enables him/her to influence the award of this Agreement or any competing Agreement,
18 and no spouse or economic dependent of such employee in any capacity herein, or in any
19 other direct or indirect financial interest in this Agreement.

20 XXIII

21 WAIVER OF PERFORMANCE:

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

25 XXIV

26 FEDERAL AND STATE STATUTES:

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

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.

1 XXVI

2 TERMINATION PROVISIONS:

- 3 A. Either party may terminate this Agreement without cause, upon sixty (60) days
4 written notice served upon the other party.
- 5 B. The RUHS-BH may terminate this Agreement upon thirty (30) days written notice
6 served upon the CONTRACTOR if sufficient funds are not available for the
7 continuation of services.
- 8 C. The RUHS-BH reserves the right, to terminate the Agreement without warning at the
9 discretion of the Director or designee, when CONTRACTOR has been accused
10 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 11 D. The RUHS-BH may terminate this Agreement with (30) days written notice due to a
12 change in status, or delegation, assignment or alteration of the Agreement.
- 13 E. The RUHS-BH may terminate this Agreement immediately if, in the opinion of the
14 Director of Behavioral Health, CONTRACTOR fails to provide for the health and
15 safety of participant(s) served under this Agreement. In the event of such
16 termination, the RUHS-BH may proceed with the work in any manner deemed
17 proper to the RUHS-BH.
- 18 F. If CONTRACTOR fails to comply with the conditions of this Agreement, RUHS-BH
19 may take one or more of the following actions as appropriate:
- 20 1. Temporarily withhold payments pending correction of the deficiency.
- 21 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
- 22 3. Wholly or partially suspend or terminate the Agreement and if necessary, request
23 repayment to RUHS-BH if any disallowance is rendered after audit findings.
- 24 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
25 above, or the CONTRACTOR is notified that the Agreement will not be extended
26 beyond the performance period date, it is agreed that:
- 27 1. CONTRACTOR shall:
- 28 a. Continue to provide the same level of service as previously required under
29 the terms of this Agreement until the date of termination

- 1 b. Stop all services under this Agreement on the date, and to the extent
2 specified, in the Notice of Termination;
- 3 c. If participants are to be transferred to another program for services, furnish to
4 RUHS-BH, upon request, all participant information and documents deemed
5 necessary by RUHS-BH to affect an orderly transfer;
- 6 d. If appropriate, assist RUHS-BH in effecting the transfer of participants in a
7 manner consistent with the best interest of the participants' welfare;
- 8 e. Cancel outstanding commitments covering the procurement of materials,
9 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
10 shall exercise all reasonable diligence to accomplish the cancellation of
11 outstanding commitments required by this Agreement. With respect to these
12 canceled commitments, the CONTRACTOR agrees to provide a written plan
13 to Director (or his designee) within thirty (30) days for settlement of all
14 outstanding liabilities and all claims arising out of such cancellation of
15 commitments. Such plan shall be subject to the approval or ratification of the
16 RUHS-BH, which approval or ratification shall be final for all purposes of this
17 clause;
- 18 f. Transfer to RUHS-BH and deliver in the manner, at the times, and to the
19 extent, if any, as directed by RUHS-BH, any equipment, records or other
20 documents which, if the Agreement had been completed, would have been
21 required to be furnished to RUHS-BH; and
- 22 g. Take such action as may be necessary, or as RUHS-BH may direct, for the
23 protection and preservation of the equipment, records or other documents,
24 related to this Agreement which is in the possession of CONTRACTOR and in
25 which RUHS-BH has or may acquire an interest;
- 26 H. RUHS-BH shall continue to pay CONTRACTOR at the same rate as previously
27 allowed until the date of termination, as determined by the Notice of Termination.
- 28 I. In instances where the CONTRACTOR agreement is terminated and/or allowed to
29 expire by the RUHS-BH and not renewed for a subsequent fiscal year, RUHS-BH

1 reserves the right to enter into settlement talks with the CONTRACTOR in order to
2 resolve any remaining and/or outstanding contractual issues, including but not
3 limited to, financials, services, billing, cost report, etc. In such instances of
4 settlement and/or litigation, CONTRACTOR will be solely responsible for associated
5 costs for their organizations legal process pertaining to these matters including, but
6 not limited to, legal fees, documentation copies, and legal representatives.
7 CONTRACTOR further understands that if settlement agreements are entered into
8 in association with this agreement, the RUHS-BH reserves the right to collect
9 interest on any outstanding amount that is owed by the CONTRACTOR back to the
10 RUHS-BH at a rate of no less than 5% of the balance.

11 J. The rights and remedies of RUHS-BH provided in this section shall not be exclusive
12 and are in addition to any other rights and remedies provided by law or under this
13 Agreement.

14 K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost
15 Report Section found in Exhibit C of this Agreement.

16 XXVII

17 DISPUTE:

18 In the event of a dispute between a designee of the DIRECTOR and the
19 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
20 services being rendered, the CONTRACTOR may file a written protest with the appropriate
21 Program/Regional Manager of the RUHS-BH. CONTRACTOR shall continue with the
22 responsibilities under this agreement during any dispute. The Program/Regional Manager
23 shall respond to the CONTRACTOR in writing within ten (10) working days. If the
24 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
25 CONTRACTOR may file successive written protests up through the Department of Mental
26 Health's administrative levels of Assistant Director-Programs, Assistant Director-
27 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)
28 working days to respond in writing to the CONTRACTOR. The DIRECTOR's decision shall
29 be final.

1 XXVIII

2 SEVERABILITY:

3 If any provision of this Agreement or application thereof to any person or circumstances
4 shall be declared invalid by a court of competent jurisdiction, or is in violation of any
5 Federal, State, or RUHS-BH statute, ordinance, or regulation, the remaining provisions of
6 this Agreement or the application thereof shall not be invalidated thereby and shall remain
7 in full force and effect, and to that extent the provisions of this Agreement are declared
8 severable.

9 XXIX

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXX

16 NOTICES:

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

20
21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

21 INFORMATIONAL COPY:

Riverside University Health System
Behavioral Health (RUHS-BH)
Department of Mental Health
2085 Rustin Ave.
Riverside, CA 92507

25
26 CONTRACTOR:

27 Sigma Beta Xi, Inc.
28 12540 Heacock Street, Ste 5
Moreno Valley, CA 92553

Local site address (as necessary)

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EXHIBIT A
SCOPE OF WORK

CONTRACTOR NAME: Sigma Beta Xi, Inc.
PROGRAM NAME: Building Resilience in African American Families
DEPARTMENT I.D.: 4100221798-74720-536240

The PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of culturally-tailored parenting services and after school programs for the African American population as a priority and necessary intervention for this group in order to prevent the development of mental health problems. The Riverside University Health System – Behavioral Health (RUHS-BH) established a program to target the African American population within Riverside County. This program includes the provision of three Evidence-Based Practices (EBP). Specific outreach, engagement, and linkage services will be to individuals and parents/guardians as outlined in the Target Population Criteria section below. Collaboration and partnership is encouraged and preferred.

1.1 PROGRAM GOALS

1.1.1 The primary program goals of this project are to reduce the risk of developing mental health problems and to increase resiliency and skill development for the African American population in Riverside County who are most at risk of developing mental health problems. The program will provide services in culturally appropriate settings, incorporating African-American philosophies and traditions. The setting for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for African-American families and individuals.

1.1.2 The services are designed to work together in a unique approach to prevention and early intervention services. The provider is expected to utilize targeted outreach to engage the African American community by

1 working within the community and collaborating with schools, community
2 organizations, faith-based organizations, and other individuals, groups,
3 and/or services that have the trust of and connection with this population.

4 **1.2 TARGET POPULATION CRITERIA**

5 The target population to be served is African American children and their
6 parents/guardians (including grandparents) that live in communities with high
7 rates of poverty and community violence and who also meet the minimum criteria
8 for the identified programs as listed below:

9 **1.2.1 Africentric Youth and Family Rites of Passage Program:**

- 10 a. African American males enrolled in middle school;
11 b. African American males and their parents/guardians who have
12 experienced racism and discrimination;
13 c. African American males and their parents/guardians identified through
14 the criminal justice system, diversion programs, and local schools; and
15 d. Meet the minimum criteria as defined and set forth in the PEI
16 Screening Tool.

17 **1.3 GEOGRAPHICAL LOCATION OF SERVICES**

18 Services must be provided in the Western Region of the County of Riverside.
19 The target communities for this region include: Rubidoux, East Side Riverside,
20 Arlanza, and Moreno Valley.

21 **1.4 GENERAL PROGRAM REQUIREMENTS**

22 CONTRACTOR is expected to work cooperatively with RUHS-BH, local school
23 districts, community organizations, non-profit organizations, youth recreation
24 services, criminal justice/diversion programs, local faith-based organizations, and
25 the RUHS-BH Ethnic and Cultural Leader(s) to comprehensively address the
26 needs of the target population. In addition, CONTRACTOR is expected to meet
27 the following general program requirements:

28 **1.4.1 Facilities**

- 29 a. Services will be offered in locations that are non-stigmatizing, which
30 may include, but are not limited to, schools, faith-based organizations,

1 libraries, and community centers that are located within the targeted
2 communities;

- 3 b. The facility must have space for groups of parents to attend parenting
4 classes;
- 5 c. The facility should have on site, or collaborate/partner with another
6 site, e.g., churches, community centers, local business, for a large
7 conference room to host day-long seminars for parents/guardians;
- 8 d. The facility must be in compliance with any applicable state and local
9 laws and requirements;
- 10 e. The facility is required to have access to a food preparation and
11 storage area where meals can be prepared by and served to program
12 participants;
- 13 f. A large dining space is required to host the family enhancement
14 empowerment buffet dinners on a monthly basis;
- 15 g. The facility must provide confidential space for early intervention
16 services for small group and/or individual therapeutic services;
- 17 h. Facility must have space to store confidential information in a locked
18 space.
- 19 i. If childcare is offered, the facility must have space available for on-site
20 childcare during the time that services are offered to parents.

21 **1.4.2 Programs**

- 22 a. Contractor will utilize the evidence-informed prevention program,
23 Africentric Youth & Family Rites of Passage Program (ROP), as well
24 as Cognitive-Behavioral Intervention for Trauma in Schools (CBITS),
25 Cognitive-Behavioral Therapy (CBT) based individual, family, and/or
26 group interventions, family enhancement/empowerment dinners,
27 Guiding Good Choices (GGC) and parent support groups.
- 28 b. The after school program (ROP) will be provided by two trained Youth
29 Development Workers as described in Section 1.11.

- c. Clinical interventions (CBT) will be provided by a Mental Health Clinician as described in Section 1.8. CBT and/or CBITS may be provided as determined by clinical assessment.
- d. The family enhancement/empowerment dinners will be facilitated by the two Youth Development Workers.
- e. GGC will be facilitated by the Mental Health Clinician and one (1) Youth Development Worker.
- f. The Parent Support Groups will be facilitated by the Mental Health Clinician and the Parent Partner.
- g. There will be no charge to the program participants.

1.5 Service Delivery Requirements

Contractor(s) shall ensure that the following service delivery requirements, which include but are not limited to the following, are met:

- a. Services to be provided in this project are for the Underserved Cultural Population identified through the PEI Community Planning Process, the African-American community within Riverside County with the highest risk of developing mental health problems.
- b. Services to be provided utilizing the evidence-informed practice Africentric Youth & Family ROP, CBITS, CBT based individual, family, and/or group interventions, family enhancement/empowerment dinners, GGC and parent support groups program.
- c. A manual, developed in coordination with program materials, provider contributions, and RUHS-BH, **is required** to be used.
- d. Contractors will follow the manual for CBITS.
- e. Contractors will follow CBT guidelines/theoretical perspective when individual, family, and/or group interventions are implemented.

- 1 f. Clinicians will attend a clinical consultation/support meeting
2 held once every 2 months for 2 hours facilitated by RUHS -
3 BH. The purpose of the meetings is to provide technical
4 assistance in the implementation of CBITS and CBT
5 interventions.
- 6 g. Services to be provided in group and individual formats as
7 prescribed by the models.
- 8 h. Collaborative efforts and partnerships are encouraged to
9 meet service delivery requirements.
- 10 i. Selected vendor(s) will participate in 2-hour monthly fidelity
11 meetings coordinated and facilitated by RUHS - BH related
12 to implementation of the evidenced based/informed
13 practices. These meetings are designed to assist in model
14 adherence and to assist in addressing any potential barriers
15 to implementation of the models. All program staff **must**
16 attend these meetings.
- 17 j. Program Administrators will participate in bi-monthly 2-hour
18 BRAAF Leadership meetings as coordinated by the PEI Staff
19 Development Officer. An annual project collaboratively
20 planned and implemented will be the primary goal of the
21 leadership meetings. Program Administrators will also
22 coordinate outside of the leadership meetings in order to
23 complete the annual project.
- 24 k. There will be no charge to the program participants.
- 25 l. Transportation shall be provided as needed to program
26 participants.
- 27 m. Comply with Performance Outcome requirements as stated
28 in Section 1.13.3.

29 **1.6 SCREENING AND ORIENTATION**

- 30 a. All participants will be screened utilizing the PEI
31 Demographic Screening Form and all pre-outcome

1 measures provided and required by RUHS - BH must be
2 completed for all program participants prior to attending the
3 program.

- 4 b. Screening to include face-to-face meetings/assessments
5 with youth and caregivers by the Mental Health Clinician.
6 These meetings can take place at the program site, in the
7 home, or any location the family feels comfortable.
- 8 c. Orientation meeting includes the youth, parents, and referral
9 sources, if applicable.
- 10 d. Orientation is a formal meeting that includes a meal and is
11 offered at the after school program site.
- 12 e. Focus of the orientation is to review what the program is and
13 expectations for families/youth throughout the program.
- 14 f. Provider will enroll 20-30 youth in the ROP program with the
15 expectation of 15 graduating.

16 **1.7 AFTERSCHOOL WEEKLY MODULE REQUIREMENTS**

17 The evidence-informed program Africentric Youth & Family Rites of Passage is a
18 culturally specific prevention model with a structured curriculum. **For the**
19 **purpose of PEI:**

- 20 a. A Council of Elders must be recruited, trained, and have an
21 active role in the after school program.
 - 22 i. The Council of Elders is comprised of 5-7 African-
23 American individuals familiar with the PEI target
24 communities – mostly male, but could include female
25 – who represent the characteristics the program
26 wishes to instill in the youth/families.
 - 27 ii. Each Elder participates in the program in a volunteer
28 status.
 - 29 iii. During pre-initiation, each Elder will be assigned to
30 observe 2-3 youth and will become quasi-mentors
31 and then will assist in determining which youth will

1 progress from pre-initiation through the initiation
2 ceremony and continue in the program. A structured
3 review of identified criteria will be used to assist with
4 this.

5 iv. Elders maintain a presence, although less regularly
6 than during pre-initiation, for the entirety of the after
7 school program.

8 b. Pre-Initiation: (first 6-8 weeks of program)

9 v. Focus is a more detailed explanation and
10 understanding of the ROP program

11 vi. Throughout this process, the Council of Elders are
12 observing the youth to determine their progress and
13 readiness to continue in the after school intervention.
14 Elders should be present at most, if not all, pre-
15 initiation meetings.

16 i. Activities during this time include: opening and
17 closing rituals, discussion – each week
18 highlights one principle of the Nguzo Saba and
19 RIPSO, role-plays, and activities that help
20 demonstrate the principles and concepts.

21 vii. At the end of the 8th week, a retreat for the youth and
22 the Council of Elders is planned.

23 viii. The retreat can be a one-day or may be an overnight
24 event. The maximum allowed is a 2-day, 1-night
25 retreat. (If an overnight retreat is planned the location
26 and costs **must be pre-approved by RUHS-BH**).
27 The activities included in the retreat will be followed
28 as outlined in the program's Curriculum Outline.

29 c. Each module/topic includes a minimum of 3 sessions:

30 ix. Session 1: the topic is introduced; a guest speaker
31 (should be an African-American male & should be

1 monthly at a minimum) may present with specific
2 experiences related to the topic; may include role-
3 plays and is interactive. **The program should have a**
4 **guest speaker a minimum of 1 time per month.**
5 **The guest speaker will receive a stipend of \$125.**

- 6 x. Session 2: discussion with youth – reinforcement of
7 lessons learned from guest speaker and how what
8 was learned relates to the principles of Nguzo Saba &
9 RIPSO; may include role-plays.
- 10 xi. Session 3: product – something the youth make to
11 demonstrate what the module taught them e.g.:
12 music, stickers, t-shirts, plays, etc. these can be part
13 of the final graduating/ transformation ceremony.

14 d. Components for all sessions:

- 15 xii. Opening ceremony:
- 16 i. Unity/Sacred Circle –The awarded provider(s)
17 shall, with the assistance of the youth, develop
18 a pledge which should be recited at the
19 opening and closing of each session
 - 20 ii. Can include a drum call (discuss the history
21 associated with this)
 - 22 iii. Libations (water) to honor ancestors, those
23 who came before us, family ancestors, and
24 historic cultural figures
 - 25 iv. Discussion of Nguzo Saba and RIPSO
- 26 xiii. Use of titles for Elders (Mama & Babba); youth call
27 each other “Brother” or by their African name which is
28 given at Initiation.
- 29 xiv. Each youth is given an African name based upon their
30 characteristics and it is used in group each day; youth
31 can help choose their name or the Council of Elders

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can choose a name for them. This occurs at the close of the retreat following pre-initiation.

xv. A complete and healthy dinner, served family-style, is prepared by the youth and served to each other.

xvi. Closing ceremony

i. Unity/Sacred circle

ii. Discussion: what did you learn today?

iii. What principles will you practice this week?

xvii. The after school component includes several culturally relevant outings into the community. These outings allow for additional learning and an opportunity to practice skills learned in program and is related to the current module/topic being taught. Outings **must** be pre-approved by RUHS - BH.

e. Graduation:

xviii. There is a Karamu, which is a closing ceremony, that is open to the community at which the youth are presented to the community explaining that these young men are now positive members of the community and are role models. They are presented to the community by the Council of Elders and they demonstrate what they have learned according to the code of behavior/pledge.

xix. The youth are presented with some special clothing, i.e.: a Kenti cloth. They are presented with symbols of their transformation and certificates (the youth can help design these).

xx. The graduation ceremony should include a meal and can incorporate culturally relevant and appropriate dance, music, presentations, and guest speakers.

- 1 xxi. A year-end retreat for the youth to celebrate their
2 success can be planned following the graduation
3 ceremony. The maximum allowed is a 2-day, 1-night
4 retreat. (If an overnight retreat is planned the location
5 and costs **must be pre-approved by RUHS - BH.**)

6 **1.8 CLINICAL INTERVENTION REQUIREMENTS**

- 7 a. The clinical component of the program is to be provided
8 by the Mental Health Clinician who meets the specified
9 criteria.
- 10 b. At time of screening the Mental Health Clinician will
11 determine youth/family needs regarding mental health
12 early intervention via a clinical assessment. Outcome
13 measures will be administered prior to beginning the
14 program. Outcome measures are identified in the RUHS
15 - BH Research Protocol (Attached as Exhibit D). Clinical
16 needs and interventions will be identified through the use
17 of these tools.
- 18 c. Clinician will be present on a weekly basis (although not
19 needed everyday) in the after school program for
20 observation, immediate intervention if necessary, and to
21 support or present curriculum content that would be best
22 presented by the Clinician in coordination with the Youth
23 Development Workers.
- 24 d. All clinical interventions will be delivered within a CBT
25 framework. CBT interventions can be delivered in a(n)
26 individual, group, and/or family session format, under the
27 guidance/consultation of the PEI Staff Development
28 Officer.
- 29 e. For youth who meet the minimum criteria for CBITS, the
30 clinician will offer the CBITS program at the after school
31 program site.

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2 **1.9 PARENT ENHANCEMENT/EMPOWERMENT DINNERS**

3 Parent enhancement/empowerment dinners are a required component of the
4 program. The objectives of the dinners are to empower adults to advocate on
5 behalf of their families and to work toward community improvement. Each
6 session structure will mirror the structure of the after school sessions with the
7 youth.

- 8 • Parent enhancement/empowerment dinners are held
9 monthly for a minimum of 2 hours throughout the the
10 length of the program. All parents are required to
11 attend.
- 12 • Could have a specific theme – a meal, music, singing,
13 and a theme/topic for discussion to increase
14 participation. The theme may be determined by
15 parent’s requests of specific topics.
- 16 • Each meeting will include a meal for parents.
- 17 • Transportation shall be provided as needed to all
18 program participants.
- 19 • Childcare will be made available as needed for all
20 program participants and will be offered on site.
- 21 • Opening Unity/Sacred Circle/libations will be included
22 in each meeting.
- 23 • Meetings can include guest speakers. As previously
24 stated, **Guest speakers will receive a stipend of**
25 **\$125.** Guest speakers can include, but are not limited
26 to:
 - 27 i. School representatives to discuss how to
28 navigate the school system;
 - 29 ii. Politicians/school board; may have an outing to
30 a school board meeting with parents

- iii. Getting parents engaged in the community, i.e.: voting, local community activities

- Closing ceremony/circle will be included in each meeting.

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6 **1.10 PARENT EDUCATION AND SUPPORT**

- a. The evidence-based practice, Guiding Good Choices (GGC), is a **requirement** for all parents/guardians of ROP youth.
- b. Weekly ongoing 90 minute parent support groups for parents/guardians of ROP youth who have completed the 5-week workshop, GGC, will be made available. Support group topics will be determined by the parents attending the groups.

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15 **1.11 Staffing /Parent Trainer(s), Responsibilities, Qualifications**

16 Contractor(s) shall ensure that staffing requirements, which include, but are not
17 limited to, the following, are met:

- a. The Rites of Passage will be provided by two trained paraprofessional staff (Youth Development Workers) with a Bachelor-level or higher degree in the social services field, preferably one (1) male and one (1) female per program recommendations. Youth Development Workers must have knowledge of African culture/history.
- b. Clinical interventions will be provided by a Mental Health Clinician who possesses a Master’s Degree or higher in the mental health field, and be licensed or licensed-eligible under the supervision of a licensed Clinician. The Mental Health Clinician must be trained in and have knowledge of child development, adolescent mental health, Cognitive-Behavioral Therapy (CBT), parenting, screening and assessment, crisis intervention and must also have knowledge of African culture/history.

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- c. After the contract(s) is/are awarded, staff must attend and satisfactorily complete any training related to the BRAAF program which will be coordinated and funded by RUHS - BH.
- d. All Program Staff will attend a yearly, one (1) day, PEI Summit.
- e. All staff will attend booster training, a minimum of one-day per year, as identified and coordinated by RUHS - BH.
- f. All staff will attend monthly 2-hour fidelity meetings with RUHS - BH staff.
- g. The mental health clinician will attend 2-hour clinical consultation/support meetings with RUHS - BH held, at minimum, one time every 2 months.
- h. Provide administrative, supervisory, and clerical support for the program.
- i. Ensure that the BRAAF Program maintains a minimum of 80% fidelity of program components as observed by RUHS - BH, and as measured by the use of the RUHS - BH fidelity tools. Contractor will comply with findings resulting from the fidelity observations which may be in the format of: live observations, audio/video recordings, focus groups, EBP adherence measures, and chart reviews.
- j. Provide outcome measures to all program participants as outlined in section 1.14.
- k. Ensure that all staff and volunteers working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- l. Ensure that personnel are qualified to provide the services necessary.

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2 m. Ensure the provision of culturally competent services.

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4 n. Ensure the following job descriptions are filled:

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6 1. Program Director/Administrator:

7 i. The Program Director/Administrator must be licensed by the
8 State of California as an LMFT or LCSW or higher in the mental
9 health field.

10 ii. The Program Director will manage coordination for this project,
11 be trained and highly skilled in child development, early
12 childhood mental health, parenting, screening and assessment
13 and crisis intervention. The Program Director will also be skilled
14 at public speaking and have excellent knowledge of community
15 resources specific to this underserved population.

16 iii. The Program Director will supervise the Rites of Passage
17 Program, the Guiding Good Choices Program, and the
18 Cognitive-Behavioral Intervention for Trauma in Schools
19 program.

20 iv. The Director will ensure that clinical supervision is provided for
21 any paraprofessional and/or pre-licensed clinical staff members.

22 v. The Director will assist all staff in working collaboratively with
23 RUHS-BH for ongoing educational and fidelity monitoring of the
24 evidence-based practices.

25 vi. The Program Director will participate in the bi-monthly BRAAF
26 Leadership team meetings facilitated by the PEI Staff
27 Development Officer.

28 2. Youth Development Workers – (one male & one female, as highly
29 recommended by the evidence-based practice):

30 i. The Youth Development Workers are individuals who
31 understand the African-American community, have knowledge

1 of the culture, and experience working with youth and their
2 families.

- 3 ii. The Youth Development Workers are to have a Bachelor's
4 Degree or higher with some background in child development.
- 5 iii. The Youth Development Workers will facilitate the Rites of
6 Passage program for youth.

7 3. Mental Health Clinician:

- 8 i. The Mental Health Clinician must possess a Master's Degree or
9 higher in the mental health field, and be licensed or licensed-
10 eligible under the supervision of a licensed Clinician.
- 11 ii. The Mental Health Clinician is trained and has knowledge of
12 child development, early childhood mental health, parenting,
13 screening and assessment and crisis intervention.
- 14 iii. The Mental Health Clinician must understand the African-
15 American community, have knowledge of the culture, and
16 experience working with youth and families.
- 17 iv. The Mental Health Clinician will also have knowledge of
18 community resources specific to this underserved population,
19 including understanding of local school districts policies
20 regarding discipline, academic support, and other interventions
21 that would support youth enrolled in this program.
- 22 v. The Mental Health Clinician will provide Cognitive-Behavioral
23 Therapy (CBT) based individual, family, and crisis counseling as
24 a component of the after school program both at the service site
25 and in the home, as needed. This will include parent education
26 as appropriate.
- 27 vi. The Mental Health Clinician will provide the CBITS program per
28 the guidelines of the model, as needed based upon assessment
29 of participants in the after school program.
- 30 vii. The Mental Health Clinician will co-facilitate (with a Youth
31 Development Worker) the Guiding Good Choices parent

1 workshop evidence-based practice per the guidelines of the
2 model for all parents/guardians of enrolled ROP youth.

3 viii. The Mental Health Clinician will co-facilitate (with the Parent
4 Partner) the ongoing parent support groups.

5 ix. Clinician will attend clinical consultation/support meetings held
6 once every 2 months for 2 hours facilitated by RUHS - BH. The
7 purpose of the meetings is to provide technical assistance in the
8 implementation of CBITS and CBT interventions.

9 **Clinical Supervisor (if needed)

- 10 • The Clinical Supervisor will be required if the Mental Health
11 Clinician has not completed all licensing requirements
12 through the Board of Behavioral Sciences.
- 13 • Clinical Supervisor must comply with all requirements to
14 provide clinical supervision to a pre-licensed clinician.

15 4. Parent Partner

- 16 i. The Parent Partner is a parent/guardian of an ROP youth who
17 has successfully completed their participation in the 5-week
18 Guiding Good Choices workshop.
- 19 ii. The Parent Partner has demonstrated competence in utilizing
20 the skills learned, has a desire to assist other parents in a
21 supportive role, has public speaking skills, and is willing to work
22 with and follow the direction of BRAAF program staff.
- 23 iii. The Parent Partner will co-facilitate the parent support groups
24 alongside the Mental Health Clinician.
- 25 iv. The Parent Partner will act as a support and liaison during
26 parent support groups, will engage parents in the support group
27 by encouraging attendance, telephone and/or in-person contact
28 between groups, answer questions, and provide appropriate
29 referrals and resources when needed.

30 **1.12 REGULATORY COMPLIANCE**

31 CONTRACTOR shall:

- 1 1. Comply with any and all Federal, State or local laws and licensing
2 regulations including but not limited to Federal HIPAA regulations and
3 State of California Welfare and Institutions Code Section 5328
4 regarding confidentiality.
- 5 2. Participate in the RUHS-BH annual contract monitoring as well as more
6 frequent program review. Any associated RUHS-BH Manager,
7 Supervisor, or their Designee, with proper identification, shall be
8 allowed to enter and inspect the facility.
- 9 3. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.
- 10 4. Maintain at all times appropriate licenses and permits to operate the
11 programs pursuant to State laws and local ordinances.

12 **1.13 DOCUMENTATION OF SERVICES**

13 The contractor(s) shall maintain appropriate records documenting all of the
14 services provided through the contract. All confidential information shall be
15 stored in a locked space. The documentation of staffing, payroll, other program
16 costs, and program activities shall clearly indicate program staff time. These
17 records shall conform to the requirements of the Department of Health Care
18 Services and the Riverside University Health System - Behavioral Health. These
19 records shall include but are not limited to:

- 20 1. The contractor shall maintain a log of referrals.
- 21 2. Documentation of youth and parents/caregivers participating in the
22 BRAAF Program.
- 23 3. Documentation of participant attendance for all components of the
24 program including, but not limited to, sign in sheets for all program
25 activities, the Master Attendance Roster and Program Staff time sheets.
26 Sign In sheets must include date, time, topic of discussion and agenda for
27 the activity. The sign in sheet must include first and last name of each
28 participant and staff member. Each participant and staff must sign in for
29 themselves.
- 30 4. Copies of materials presented and discussed for all program activities.

- 1 5. Confidential files must be maintained by the clinician for each program
2 participant receiving clinical services.
- 3 6. Documentation of outreach/recruitment efforts on a monthly basis, which
4 may include but not be limited to date, time, and location of recruitment
5 activities (i.e., parents, schools, etc.).
- 6 7. Monthly contract report, as outlined by RUHS - BH, shall be submitted to
7 RUHS - BH. This monthly report shall summarize contractor activities.
- 8 8. All records maintained by the contractor on behalf of RUHS - BH are the
9 property of RUHS - BH.
- 10 9. Copies of completed outcome measures, as described in the RUHS - BH
11 Data Collection Research Protocol (Exhibit D).
- 12 10. Other requirements may be determined as the PEI plan is implemented.
- 13 11. Data entry into the County Management Information System.
- 14 12. Documentation of participants, dates, assessments, screenings, and
15 contact notes for all programs identified.
- 16 13. Copy of RUHS-BH's Fiscal approved annual Cost Report with an
17 accompanying financial statement and applicable supporting
18 documentation to reconcile to the Cost Report. CONTRACTOR shall
19 comply with RUHS-BH regulations.

20 **1.14 PERFORMANCE OUTCOMES**

21 Each contractor(s) will receive the RUHS - BH Research Protocol (Attached
22 hereto Exhibit D) which includes the outcome measures as well as all other
23 documentation requirements. The utilization of the outcome measures and
24 forms is mandatory. The measures are subject to change. Compliance with the
25 timelines for submitting documentation is required. Future funding will be
26 dependent upon positive performance outcomes, which will be monitored by
27 RUHS - BH throughout the year. Failure to comply with Performance Outcomes
28 or performance based criteria could result in a disallowance of funds. Failure to
29 submit performance outcome measurement tools will result in withholding funds
30 until documents are received.

1 **1.14.1** Completion for the ROP program is defined as participation in the 9-month
2 after school program, successfully completing initiation and graduation at
3 program end. Completion of the CBITS program is defined by the youth
4 completing 8 of the 10 group sessions. Completion of the GGC program
5 is defined as attendance at all five (5) group sessions. Completion also
6 means that all pre and post measures have been completed for each
7 program participant and parent/caregiver. CONTRACTOR(S) shall submit
8 documentation of all attempts to obtain post measures per RUHS - BH
9 Research Protocol. RUHS - BH must approve any participant and
10 parent/caregiver as completed if there are not pre/post matched pair
11 measures.

12 **1.14.2** Goals, Outcome Measurement Tools, and Outcome Expectations:

13 **Rites of Passage:**

- 14 a. Upon completing the program, CONTRACTOR will measure child
15 resiliency by using "The Resiliency Scale for Children and
16 Adolescents" with the expectation of an increase in the sense of
17 mastery and relatedness resiliency scales.
- 18 b. Upon completing the program, CONTRACTOR will measure
19 participants' cultural identity using the "The Youth Questionnaire"
20 which includes portions of the Multidimensional Inventory of Black
21 Identity (MIBI) and the Multi Ethnic Inventory measure. The
22 expectation is that there will be an increase in positive ethnic identity.
- 23 c. Upon completing the program, CONTRACTOR will measure family
24 cohesion and adaptability using the "FACES-III" with the expectation of
25 an increase in cohesion and adaptability.

26
27 **Clinical Interventions:**

- 28 a. Upon completing the CBITS program, CONTRACTOR will measure
29 trauma symptoms using the "Child PTSD Symptom Scale" with the
30 expectation of a decrease in trauma symptoms.

- 1 b. Upon completing the CBITS and/or CBT program, CONTRACTOR will
2 measure depression symptoms using the "Child Depression Inventory-
3 2 (CDI)" with the expectation of a decrease in depressive symptoms.
4 c. Upon completing the CBITS and/or CBT program, CONTRACTOR will
5 measure behavior problems in youth participants using the "Strengths
6 and Difficulties Questionnaire (SDQ)" with the expectation of an
7 increase in strengths and decrease in difficulties.
8

9 **Guiding Good Choices:**

- 10 a. Upon completing the program, CONTRACTOR(s) will measure
11 parenting skills, involvement, and practices using the "APQ – Alabama
12 Parenting Scale" with the expectation of improvement in parenting
13 skills, involvement with their children and overall parenting practices.
14

15 **1.14.3 Performance-Based Criteria:**

- 16 a. RUHS - BH shall evaluate the CONTRACTOR on seven (7)
17 Performance-Based Criteria that measure the Contractor's
18 performance related to operational measures that are indicative of
19 quality program administration. These criteria are consistent with the
20 MHSA and the PEI plan. These measures assess the agency's ability
21 to provide the required services and to monitor the quality of the
22 services.
23 b. Should there be a change to Federal, State and/or County
24 policies/regulations, RUHS - BH, at its sole discretion, may amend
25 these Performance-Based Criteria via a contract amendment.
26 c. Contractor staff will participate in monthly fidelity meetings coordinated
27 and facilitated by RUHS - BH related to implementation of the Building
28 Resilience in African-American Families Program. These meetings
29 are designed to assist in model adherence and in addressing any
30 potential barriers to implementation of the Evidence Informed and
31 Evidence Based Practices.

d. The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Contractor will provide the Rites of Passage Program to a minimum of 15 middle school African-American males and their parents/caregivers in the Western Region.	Contractor will submit all required documentation for each youth participating in the program.	Fifteen (15) middle school African-American males and their parents/caregivers as unduplicated participants will complete the program. "Completed" is defined by regular attendance and the satisfactory completion of initiation and graduation requirements.
2. Contractor will provide monthly parent empowerment and enhancement dinners to the parents/caregivers of the middle school youth enrolled in ROP.	Contractor will submit all required documentation for each parent/guardian participating in the program.	All parents/caregivers of the youth enrolled in ROP will attend the monthly parent empowerment and enhancement dinners.
3. Contractor will provide clinical intervention in the form of CBITS and/or CBT based individual, family and/or group intervention and/or parent education to the youth and their parents/caregivers. enrolled in ROP.	Contractor will submit all required documentation for each person receiving clinical intervention.	All youth and their parents/caregivers who are enrolled in ROP will receive a clinical assessment. Based upon need, those identified will receive targeted clinical intervention. For youth enrolled in CBITS, "completion" is defined as completing 8 of the 10 group sessions.
4. Contractor will provide the Guiding Good Choices parent education program to parents/caregivers of all youth enrolled the the ROP program	Contractor will submit all required documentation for each parent/caregiver enrolled and completing the GGC program.	All parents/caregivers of youth enrolled in the ROP program will complete the GGC parent education program. Program completion is defined attending all 5 group sessions.
5. Contractor will provide parent support groups to parents/caregivers of youth enrolled in the ROP program.	Contractor will submit all required documentation for each participant attending the parent support groups.	All parents of youth enrolled in the ROP program will be encouraged to attend. The parent partner will outreach consistently to all parents/caregivers.
6. Contractor will administer/complete appropriate outcome measures included in the RUHS - BH Research Protocol (Exhibit D).	Contractor will administer/complete appropriate outcome measures in formats and schedules designated by RUHS - BH.	Outcome measures will be given pre program start date and post program completion and/or at any additional intervals as determined by the evidence-based practice and by RUHS - BH.
7. Contractor will provide the program in line with the evidence-informed and	Contractor will provide verification of staff training, utilization of program manuals,	100% of participants will receive the program consistent with the program guidelines.

evidence based program guidelines.	live observation of the program implementation, submission of video/audio recordings and participant focus groups.	
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1 **1.14.4** Program staff are required to maintain a minimum of 80% fidelity for each
2 program component as observed by RUHS-BH, and as measured by the
3 use of the EBP fidelity tools. CONTRACTOR will comply with findings
4 resulting from the EBP fidelity tools which may include the following: live
5 observations, audio/video recordings, focus groups, EBP adherence
6 measures, and chart reviews.

7 **1.15 DISASTER PREPAREDNESS**

8 The CONTRACTOR shall ensure contingency plans are in place to continue the
9 delivery of services in the event of a man-made or natural disaster.

10 **1.16 COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

11 RCDMH shall provide technical assistance on an as-needed basis for program
12 contractors. Such technical assistance typically includes, but is not limited to,
13 orientation to the County's MIS systems, and data entry guidelines; reviewing
14 and interpreting County policies and procedures; providing on-going agency
15 liaison with RCDMH and the Department's other contractors to ensure optimal
16 collaborations, etc.

17

**EXHIBIT B - BEHAVIORAL HEALTH
LAWS, REGULATIONS AND POLICIES**

In addition to the statues 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 statues 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)

1 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
2 Welfare & Institution Code §§ 14705 and 14725
3 Welfare & Institution Code §§ 18350 et seq.
4 State Department of Health Care Services Publications
5 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
6 Welfare and Institutions Code 17608.05 (Maintenance of Effort)
7 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
8 Centers for Medicare and Medicaid Services Manual
9 Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse
10 Reporting)
11 Reporting)
12 2 C.C.R. Division 9, Chapter 1
13 DMH Letter 03-04 (Health Care Facility Rates)
14 DMH Letter 86-01 (Life Support Supplemental Rate)
15 22 C.C.R. § 70707
16 Government Code § 7550 (Reports)
17 Welfare and Institutions Code § 14132.47
18

19 COUNTY

20 Behavioral Health Policies

21 Code of Ethics – Policy 108
22 Cultural Competene – Policy 162
23 Confidentiality Guidelines for Family / Social support Network – Policy 206
24 Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy
25 239
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- 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: Sigma Beta Xi, Inc.
PROGRAM NAME: Building Resilience in African American Families
DEPARTMENT ID: 4100221798-74720-536240

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.

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

2. CONTRACTOR Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.
3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

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

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

 X The final year-end settlement shall be based on actual allowable cost by expenditure category as specified in 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 2016/17 shall be \$252,986, 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. 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

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

6 2. In addition, CONTRACTOR may not, under any circumstances and
7 without prior written consent and approval being received from
8 COUNTY Program Administrator/Manager and confirmed by the Fiscal
9 Supervisor, reallocate funds between mode and service functions as
10 designated in the Schedule I that are defined as non-billable by the
11 COUNTY, State or Federal governments from or to mode and service
12 functions that are defined as billable by the COUNTY, State or Federal
13 governments.

14 3. If this Agreement includes more than one Exhibit C and/or more than
15 one Schedule I, shifting of funds between Exhibits/Schedules is
16 prohibited without prior written consent and approval being received
17 from COUNTY Program Administrator/Manager and confirmed by the
18 Fiscal Supervisor prior to the end of either the Agreement Period of
19 Performance or fiscal year.

20 4. No funds allocated for any expenditure category as designated in
21 Schedule K may be reallocated to another expenditure category unless
22 prior written consent and approval is received from COUNTY Program
23 Administrator/Manager and confirmed by the Fiscal Supervisor prior to
24 either the end of the Agreement Period of Performance or the end of
25 the fiscal year (June 30th). Approval shall not exceed the maximum
26 obligation.

27 E. RECOGNITION OF FINANCIAL SUPPORT:
28

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

4 **F. PAYMENT:**

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

3 a. CONTRACTOR will be responsible for entering all service related
4 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)
5 on a monthly basis and approving their services in the MIS for
6 electronic batching (invoicing) and subsequent payment.

7 b. CONTRACTOR is required to enter all units of service into the
8 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar
9 day following the date of service. Late entry of services into the
10 COUNTY'S MIS may result in financial and/or service denials
11 and/or disallowances to the CONTRACTOR.

12 c. CONTRACTOR must also submit to the COUNTY a signed
13 Program Integrity Form (PIF) **attached as Exhibit C,**
14 **Attachment A)** signed by the Director or authorized designee of
15 the CONTRACTOR organization. This form must be faxed and/or
16 emailed (PDF format only) to the COUNTY at (951) 358-4792,
17 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
18 PIF form must be received by the COUNTY via fax and/or email
19 for the prior month no later than 5:00 p.m. on the fifth (5th)
20 calendar day of the current month.

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

25 e. In addition to entering all service related data into the COUNTY'S
26 MIS and the submission of a signed Program Integrity Form (PIF),
27 contracts reimbursed based on a Schedule K as specified in
28 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.

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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. 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.

G. 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.

X 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.

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_____ 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 H, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and 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.

- 1 7. All current and/or future payments to CONTRACTOR will be withheld by
2 the COUNTY until all final, current and prior year Cost Report(s) have
3 been reconciled, settled and signed by CONTRACTOR, and received
4 and approved by the COUNTY.
- 5 8. CONTRACTOR shall report Actual Costs separately, if deemed
6 applicable and as per CONTRACTOR Schedule I, to provide
7 Agreement Client Ancillary Services, Prescriptions, Health Maintenance
8 Costs, and Flexible funding costs under this Agreement on the annual
9 cost report. Where deemed applicable, Actual Costs for Indirect
10 Administrative Expenses shall not exceed the percentage of cost as
11 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

12 H. BANKRUPTCY:

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

19 I. AUDITS:

- 20 1. CONTRACTOR agrees that any duly authorized representative of the
21 Federal Government, the State or COUNTY shall have the right to
22 audit, inspect, excerpt, copy or transcribe any pertinent records and
23 documentation relating to this Agreement or previous Agreements in
24 previous years.
- 25 2. If this Agreement is terminated in accordance with Section XXVII,
26 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
27 governments may conduct a final audit of the CONTRACTOR. Final
28 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

1 under the terms of this Agreement will be regarded as revenue
2 received and deducted as such from the final reimbursement claim.

3 3. Any audit exception resulting from an audit conducted by any duly
4 authorized representative of the Federal Government, the State or
5 COUNTY shall be the sole responsibility of the CONTRACTOR. Any
6 audit disallowance adjustments shall be paid in full upon demand or
7 withheld at the discretion of the Director of Mental Health against
8 amounts due under this Agreement or Agreement(s) in subsequent
9 years.

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

22 J. TRAINING:

23 CONTRACTOR understands that as the COUNTY implements its current MIS
24 to comply with Federal, State and/or local funding and service delivery
25 requirements, CONTRACTOR will, therefore, be responsible for sending at
26 least one representative to receive all applicable COUNTY training associated
27 with, but not limited to, applicable service data entry, client registration, billing
28 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

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the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

Rev. 15/16

**PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE
BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: SIGMA BETA XI, INC.		DATE:			
PROGRAM NAME: MHSA PEI-BRAAF		PERFORMANCE PERIOD:			
REGION/POPULATION: MHSA PEI - WESTERN REGION		MONTHLY REIMBURSEMENT:		ACTUAL COST	
CONTRACT AMOUNT: \$252,986		YEAR END SETTLEMENT:		ACTUAL COST	
Depart ID: 4100221798-74720-536240					
RU: 330FPC					
TYPE OF MODALITY:	INDIRECT SVC				
MODE OF SERVICE:	60 (Support Services)				
SERVICE FUNCTION:	78 (Other Non Medi-Cal Client Support Expenditures)				
CATEGORY DESCRIPTION:	ROP - PROGRAM	ROP - PROGRAM RECRUITMENT	ROP - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	
HOURS PER CATEGORY DESCRIPTION:					
1. Personnel Expenditures (from Staffing Detail) - Salaries & Benefits	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Mental Health Clinician					\$0
(1) Program Director					\$0
(1) Clinical Supervisor, if applicable					\$0
					\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0	\$0
2. Operating Expenditures					
Translation and Interpreter Services					\$0
Staff Travel					\$0
Participant Transportation					\$0
General Office Expenditures					\$0
Outreach Materials (design, print, dissemination)					\$0
Rent, Utilities, Equipment					\$0
Food					\$0
Community Expert Stipends					\$0
Outings (ROP only)					\$0
Two (2) Retreats (ROP only) (\$4500)					\$0
					\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses					
Administrative Oversight (15%)	\$0	\$0	\$0	\$0	\$0
					\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0	\$0

TOTAL INVOICE COSTS

#VALUE!

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 RUHS-BH (Riverside University Health System-Behavioral Health) and as stipulated by all applicable Federal, State, and/or County laws and/or policies.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

Print Name of Authorized Signer: _____

**PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE
BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: SIGMA BETA XI, INC.	DATE:
PROGRAM NAME: MHSA PEI-BRAAF	PERFORMANCE PERIOD:
REGION/POPULATION: MHSA PEI - WESTERN REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT AMOUNT: \$252,986	YEAR END SETTLEMENT: ACTUAL COST

Depart ID: 4100221798-74720-536240

RU: 330FPC

TYPE OF MODALITY:	INDIRECT SVC				TOTAL CONTRACT
	60 (Support Services)				
MODE OF SERVICE:	78 (Other Non Medi-Cal Client Support Expenditures)				
SERVICE FUNCTION:	CBITS - PROGRAM	CBITS - PROGRAM RECRUITMENT	CBITS - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	
CATEGORY DESCRIPTION:					
HOURS PER CATEGORY DESCRIPTION:					
1. Personnel Expenditures (from Staffing Detail) - Salaries & Benefits	TOTAL	TOTAL	TOTAL	TOTAL	
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Mental Health Clinician					\$0
(1) Program Director					\$0
(1) Clinical Supervisor, if applicable					\$0
					\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0	\$0
2. Operating Expenditures					
Translation and Interpreter Services					\$0
Staff Travel					\$0
Participant Transportation					\$0
General Office Expenditures					\$0
Outreach Materials (design, print, dissemination)					\$0
Rent, Utilities, Equipment					\$0
Food					\$0
Community Expert Stipends					\$0
Outings (ROP only)					\$0
Two (2) Retreats (ROP only)					\$0
					\$0
					\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses					
Administrative Oversight (15%)	\$0	\$0	\$0	\$0	\$0
		\$0			\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0	\$0

TOTAL INVOICE COSTS

#VALUE!

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 RUHS-BH (Riverside University Health System-Behavioral Health) and as stipulated by all applicable Federal, State, and/or County laws and/or policies.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

Print Name of Authorized Signer: _____

**PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE
BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: SIGMA BETA XI, INC.	MONTH:
PROGRAM NAME: MHSA PEI-BRAAF	PERFORMANCE PERIOD:
REGION/POPULATION: MHSA PEI - WESTERN REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT AMOUNT: \$252,986	YEAR END SETTLEMENT: ACTUAL COST

Depart ID: 4100221798-74720-536240					
RU: 330FPC					
TYPE OF MODALITY:	INDIRECT SVC				
MODE OF SERVICE:	60 (Support Services)				
SERVICE FUNCTION:	78 (Other Non Medi-Cal Client Support Expenditures)				
CATEGORY DESCRIPTION:	PES - PROGRAM	PES - PROGRAM RECRUITMENT	PES - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	
HOURS PER CATEGORY DESCRIPTION:					
1. Personnel Expenditures (from Staffing Detail) - Salaries & Benefits	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Youth Development Workers (ROP & Parent Ed only)					\$0
(1) Mental Health Clinician					\$0
(1) Program Director					\$0
(1) Clinical Supervisor, if applicable					\$0
(1) Parent Partner					\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0	\$0
2. Operating Expenditures					
Translation and Interpreter Services					\$0
Staff Travel					\$0
Participant Transportation					\$0
General Office Expenditures					\$0
Outreach Materials (design, print, dissemination)					\$0
Rent, Utilities, Equipment					\$0
Food (15 x 30 participants/staff x 36 sessions)					\$0
Community Expert Stipends					\$0
Outings (ROP only)					\$0
Two (2) Retreats (ROP only)					\$0
Other Operating Expenses (Childcare Services)					\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses					
Administrative Oversight (15%)	\$0	\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0	\$0

TOTAL INVOICE COSTS

#VALUE!

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 RUHS-BH (Riverside University Health System-Behavioral Health) and as stipulated by all applicable Federal, State, and/or County laws and/or policies.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

Print Name of Authorized Signer: _____



Building Resilience In African American Families (BRAAF)

- Africentric Youth Rites of Passage Program
- Parent Education and Support (Guiding Good Choices and Parent Support Groups)
 - Cognitive Behavioral Therapy (CBT)
- Cognitive Behavioral Intervention for Trauma in School (CBITS)

16-17 FY Data Collection Guidelines

OVERVIEW

As part of Riverside University Health System (RUHS) Behavioral Health Prevention and Early Intervention (PEI) implementation, it is important to ensure that program evaluation and outcome data is collected, not only to document the value and efficacy of the program, but also to provide information for learning and program improvement if needed. Keeping track and collecting information on participation programs will also provide the necessary information to share with all interested stakeholders.

We know it can get detailed and takes extra time. However, showing all the good work the program is promoting means keeping track. Also, as part of the implementation for Prevention and Early Intervention (PEI), it is important to ensure that programs and outcomes are evaluated on a consistent basis.

It is really important that the staff of these programs (Africentric Youth Rites of Passage, Guiding Good Choices and CBITS) use the following guidelines to document participation in the program. The funding provided for this program requires the collection of some basic information which will be shared with the RUHS and others.

All identifying personal information is kept confidential.

Initial Screening, Attendance, End-of-Program Progress, Satisfaction

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Demographic Screening Questionnaire • Initial Intake • Master Attendance Roster • Attendance Parent Empowerment dinners. 	<ul style="list-style-type: none"> • To identify African American males between the ages of 11 -15, who may benefit from the program. • Collects information on school attendance grades and suspensions, law enforcement contact, and social risk factors. • To document monthly attendance in the Rites of Passage program for youth . • To record parents attendance at empowerment dinners. 	<ul style="list-style-type: none"> • This form is to be used in conjunction with each agency's program form. It should be completed by program staff after an appropriate assessment period to identify any child or family risk factors that will make the participant eligible for the program. <u>Provide copies of this form to RUHS PEI staff by the 10th day of the following month.</u> • Complete this form when the youth is enrolled in the program. • Track attendance for youth in the after-school program. Use daily sign in sheets to complete the Attendance Roster. <u>Provide copies of this form to RUHS PEI staff by the 10th day of the following month.</u> • Have parent sign in on the attendance form and indicate the name of the youth they have enrolled in the program. <u>Provide copies of this form to RUHS PEI staff by the 10th day of the following month.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Resiliency Scale for Children and Adolescents • Youth Questionnaire (MIBI and The Multi Ethnic Identity Measure) 	<ul style="list-style-type: none"> • This is a self-report scale designed for children and adolescents ages 9-18 years of age to assess positive characteristics and personal attributes that are critical for resiliency. The measure includes the: Sense of Mastery Scale (optimum, self-efficacy, adaptability);and Sense of Relatedness Scale (trust, support , comfort, tolerance), • This questionnaire will include the Multidimensional Inventory of Black Identity (MIBI) which assesses components of African American racial identity (centrality subscale) The Multi Ethnic Identity Measure assesses the process of ethnic identity development in young adults. 	<ul style="list-style-type: none"> • Only the Sense of Mastery and Relatedness Resiliency scale will be completed and collected at the beginning of the program (Pre-Test) and again at the completion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • Collect the Youth Questionnaire at the beginning of the program (Pre-Test) and again at the completion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • FACES III • Satisfaction Surveys (Parent & Youth) 	<ul style="list-style-type: none"> • This is a self-reported 10 item scale that measures perceptions of cohesion . The cohesion scales assesses the strength of family members attachment to one another. • The satisfaction survey is used to gather feedback from youth participants and their parents/ guardians on their perception of the program. One satisfaction form or parents and one for the youth. 	<ul style="list-style-type: none"> • Have the parent, relative, or care-giver most closely involved in the Rites of Passage program complete the FACES III at the beginning of the program (Pre-Test) and again at the completion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • At the end of the program request that youth and their parent or guardians complete the appropriate satisfaction survey (Youth or Parent/ Guardian). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u>

Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Program Completion/ Discontinuance Form • Justification for Missing Performance Measures Outreach form 	<ul style="list-style-type: none"> • This form is used to record if youth completed the program (graduated) or if they discontinued from the program including the reason for discontinuance. • To provide an explanation for participants' missing performance measures, document the reason why the measures were not completed, and the attempts made by the Contractor to obtain the missing measures. • This form is for a program to document the time and activities done during outreach. 	<ul style="list-style-type: none"> • A program completion form should be completed for each youth enrolled in the program. If a youth drops out of the program complete the program completion/discontinuance form. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • Complete this form for any participant with missing performance outcomes. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • <i>Complete</i> the Outreach Activities form for each outreach activity. For activities that may be ongoing, write "ongoing" in the "Date of Outreach/Distribution" box on the form. For example, if a weekly newsletter is distributed to various agencies with information about the services available, rather than complete a form each week, complete just one form indicating this is an ongoing outreach activity. <u>Provide originals of this form to RUHS PEI staff upon request.</u>

Parent Education and Support

Guiding Good Choices (GGC)

And

Parent Support Groups

Data Collection Guidelines

GGC– Parenting Classes

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Demographic form • Sign –In Sheet • Attendance Roster and Program Completion 	<ul style="list-style-type: none"> • To collect basic demographic information about the participants in the program. • To document attendance at each class session . • Documents attendance at each class session and documents program completion. 	<ul style="list-style-type: none"> • Each parent attending should complete a demographic questionnaire. Complete at enrollment or on the first day of class. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Ensure each parent signs in at each class session. Sign-in sheets will be used to complete the Attendance Roster and Program Completion . Make sure each parent that signs in is checked off on the attendance roster. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Record attendance on the roster form the sign-in sheets. Record program completion at the conclusion of the 5 week class series. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

GGC– Parenting Classes

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Alabama Parenting Questionnaire (APQ) • Satisfaction form • Justification for Missing Performance Measures 	<ul style="list-style-type: none"> • To measure parenting practices, involvement and positive parenting skills. • To gather feedback from parents participating in GGC. • To provide an explanation for participants' missing performance measures, document the reason why the measures were not completed, and the attempts made by the Contractor to obtain the missing measures. 	<ul style="list-style-type: none"> • Each parent attending should complete an APQ at the beginning of the class series and again at the last session (Pre and Post). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • All participants should be offered a satisfaction survey to complete at the conclusion of the program. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Complete this form for any participant with missing performance outcomes. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

GGC- Parenting Classes

Data collection tool:	Purpose:	Collection How Tos:
Outreach form	<ul style="list-style-type: none"> This form is for a program to document the time and activities done during outreach. 	<ul style="list-style-type: none"> Complete the Outreach Activities form for each outreach activity. For activities that may be ongoing, write "ongoing" in the "Date of Outreach/Distribution" box on the form. For example, if a weekly newsletter is distributed to various agencies with information about the services available, rather than complete a form each week, complete just one form indicating this is an ongoing outreach activity. <u>Provide originals of this form to RUHS PEI staff upon request.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Parent Support Groups-

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Demographic form • Sign –In Sheet • Satisfaction Form 	<ul style="list-style-type: none"> • To collect basic demographic information about the participants in the program. • To document attendance at each class session . <p>To be collected at the first parent support group in Oct, Dec, Feb, April June.</p>	<ul style="list-style-type: none"> • Each parent attending should complete a demographic questionnaire. Complete on the first day the parent attends the group. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • Ensure each parent signs in at each support group. Sign-in sheets will be used to determine the number attending make sure they print their name and sign. . <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u> • Provide parent with the satisfaction form at the end of a group in the collection months. Provide an envelope for parents to deposit completed forms and seal envelope for PEI staff. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Individualized Parent Support –

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> Individualized Parent Support Log 	<p>To document support for any needed resources/services beyond outreach for parent support group. Use only the form provided by RUHS-BH.</p>	<ul style="list-style-type: none"> Each individualized support from Parent Partner will be documented on Parent Support log. <u>Provide copies of the log to RUHS PEI staff by the 10th business day of the following month.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Cognitive Behavioral Therapy (CBT)

Data Collection Guidelines

CBT – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Participant Demographic Form • Attendance Sheet and Program Completion Summary • Children’s Depression Inventory II (CDI-II) • Strength and Difficulties Questionnaire (SDQ)- Parent 	<ul style="list-style-type: none"> • To collect participants demographic information at the beginning of CBT services. • To document attendance at each session and to information on completion of CBT services. • To measure the level of depression in program participants at the beginning and at completion of the program. CDI-II is used to measure depression in children between the ages of 7-17. • To measure change in behavior problems and increases in pro-social behaviors among the participants from beginning to completion of the program. The SDQ is brief behavioral questionnaire for children and adolescents ages 4 through 16. 	<ul style="list-style-type: none"> • Collect information during enrollment into the program. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Record each sessions attendance on participant log with date and youth signature. Each participant should have their own participant log. The completion of service outcome is recorded on the participant log . <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Complete this form at the beginning of the program (Pre-Test) and at the conclusion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Request that parents complete this form at the beginning of the program (Pre-Test) and at the conclusion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

CBT – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Satisfaction Survey • Justification for Missing Performance Measures 	<ul style="list-style-type: none"> • The satisfaction survey is used to gather feedback from youth on their experience with the program. • To provide an explanation for participants' missing performance measures, document the reason why the measures were not completed, and the attempts made by the Contractor to obtain the missing measures. 	<ul style="list-style-type: none"> • At the end of the program request each youth participant to complete a satisfaction survey. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Complete this form for any participant with missing performance outcomes. <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month after the end of a cycle.</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS PEI Staff.

Cognitive Behavioral Intervention for Trauma in Schools (CBITS)

Data Collection Guidelines

CBITS – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Attendance Sheet and Program Completion Summary • Individual & Collateral Meeting & Summary • Satisfaction Survey 	<ul style="list-style-type: none"> • To document attendance at each group session and to provide a summary of total number of participants who complete the program. • To document and track meetings with youth participants, parents and teachers. This form also gives group facilitators the opportunity to provide a summary of the 14-week CBITS cycle. • The satisfaction survey is used to gather feedback from parents on their thoughts and perception of the program. 	<ul style="list-style-type: none"> • Collect attendance at each group session. Keep on file for contract monitoring purposes. This attendance sheet will be used to complete the attendance and Program Completion Summary. • <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> • • Complete this form by filling out the duration of time and the number of individual meetings held. Turn in this form at the end of the 10-week CBITS cycle. • <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> • • At the end of the program request each youth participant to complete a satisfaction survey. • <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> • Copies of all forms should be kept on file at the agency.

CBITS – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> Child PTSD Symptom Scale Children's Depression Inventory II (CDI-II) Strength and Difficulties Questionnaire (SDQ)- Parent. 	<ul style="list-style-type: none"> To measure the severity of posttraumatic stress disorder symptoms in participants exposed to trauma, as well as, a change in these symptoms at completion of the program. To measure the level of depression in program participants at the beginning and at completion of the program. CDI-II is used to measure depression in children between the ages of 7-17. To measure change in behavior problems among the participants from beginning to completion of the program. The SDQ is a brief behavioral screening questionnaire for children and adolescents ages 4 through 16. 	<ul style="list-style-type: none"> This measures will be completed and collected at the beginning of the program (Pre-Test) and collected again at the conclusion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> This measures will be completed and collected at the beginning of the program (Pre-Test) and collected again at the conclusion of the program (Post-Test). <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> <p>This measures will be completed and collected at the beginning of the program(Pre-Test) and collected again at the conclusion of the program (Post-Test).</p> <ul style="list-style-type: none"> <u>Provide copies of this form to RUHS PEI staff by the 10th business day of the following month at the end of the group cycle.</u> Copies of all forms should be kept on file at the agency.

**SCHEDULE K
BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: SIGMA BETA XI, INC.	FISCAL YEAR: 2016/17
PROGRAM NAME: MHSA PEI-BRAAF	PERFORMANCE PERIOD: 07/1/2016-06/30/2017
REGION/POPULATION: MHSA PEI - WESTERN REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT AMOUNT: \$252,986	YEAR END SETTLEMENT: ACTUAL COST

WESTERN REGION					
TYPE OF MODALITY:	INDIRECT SVC				
MODE OF SERVICE:	60 (Support Services)				
SERVICE FUNCTION:	78 (Other Non Medi-Cal Client Support Expenditures)				
CATEGORY DESCRIPTION:	ROP - PROGRAM	ROP - PROGRAM RECRUITMENT	ROP - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	TOTAL CONTRACT
Personnel Expenditures (from Staffing Detail) - Salaries & Benefits	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT
) Youth Development Workers (\$18) (ROP & Parent Ed only)	\$13,608	\$720	\$1,080	\$1,404	\$16,812
) Youth Development Workers (\$15) (ROP & Parent Ed only)	\$11,340	\$600	\$900	\$1,170	\$14,010
) Mental Health Clinician (\$31)	\$0	\$0	\$1,860	\$2,418	\$4,278
) Program Director (\$20)	\$24,000	\$800	\$1,200	\$1,800	\$27,800
) Clinical Supervisor, if applicable	\$0	\$0	\$0	\$0	\$0
					\$0
Total Personnel Expenditures	\$48,948	\$2,120	\$5,040	\$6,792	\$62,900
Operating Expenditures					
anslation and Interpreter Services (\$50 per hr)	\$5,400	\$1,000	\$0	\$0	\$6,400
aff Travel (.55)	\$832	\$248	\$220	\$300	\$1,600
rticipant Transportation (2 vans x \$100 per session x 3 sessions/wk x 12 wks)	\$21,600	\$0	\$0	\$0	\$21,600
eneral Office Expenditures (\$500 x 9 months)	\$4,500	\$0	\$500	\$0	\$5,000
utreach Materials (design, print, dissemination)	\$0	\$500	\$0	\$0	\$500
ent, Utilities, Equipment (\$1000 x 10 months + 2000 utilities)	\$12,000	\$0	\$0	\$0	\$12,000
od (\$8 x 34 participants/staff x 12 sessions x 9 months)	\$29,376	\$0	\$0	\$0	\$29,376
ommunity Expert Stipends (10 presentations per yr x \$125)	\$1,250	\$0	\$0	\$0	\$1,250
utings (ROP only) (9 outings x 33 participants x \$27)	\$8,019	\$0	\$0	\$0	\$8,019
vo (2) Retreats (ROP only) (\$4500)	\$4,500	\$0	\$0	\$0	\$4,500
	\$0	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$87,477	\$1,748	\$720	\$300	\$90,245
Indirect Administrative Expenses					
Administrative Oversight (15%)	\$20,464	\$387	\$576	\$550	\$21,977
					\$0
Total Indirect Administrative Expenses	\$20,464	\$387	\$576	\$550	\$21,977
Total Program Budget	\$156,889	\$4,254	\$6,336	\$7,642	\$175,121
Total Indirect Administrative Expenses (Not to Exceed 15%)	13.04%	9.09%	9.09%	\$0	12.55%

CATEGORY DESCRIPTION:	CBITS - PROGRAM	CBITS - PROGRAM RECRUITMENT	CBITS - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT
1. Personnel Expenditures (from Staffing Detail) - Salaries & Benefits					
(1) Youth Development Workers (\$18) (ROP & Parent Ed only)	\$0	\$0	\$0	\$0	\$0
(1) Youth Development Workers (\$15) (ROP & Parent Ed only)	\$0	\$0	\$0	\$0	\$0
(1) Mental Health Clinician (\$31)	\$23,250	\$0	\$3,720	\$868	\$27,838
(1) Program Director (\$20)	\$0	\$0	\$0	\$0	\$0
(1) Clinical Supervisor, if applicable	\$0	\$0	\$0	\$0	\$0
					\$0
Total Personnel Expenditures	\$23,250	\$0	\$3,720	\$868	\$27,838
2. Operating Expenditures					
Translation and Interpreter Services	\$0	\$0	\$0	\$0	\$0
Staff Travel (.55)	\$770	\$0	\$0	\$66	\$836
Participant Transportation (2000 X .55)	\$1,000	\$0	\$0	\$0	\$1,000
General Office Expenditures (\$500 x 12 months)	\$480	\$0	\$0	\$0	\$480
Outreach Materials (design, print, dissemination)	\$0	\$0	\$0	\$0	\$0
Rent, Utilities, Equipment	\$0	\$0	\$0	\$0	\$0
Food (\$4 x 30 participants/staff x 10 sessions)	\$1,200	\$0	\$0	\$0	\$1,200
Community Expert Stipends	\$0	\$0	\$0	\$0	\$0
Outings (ROP only)	\$0	\$0	\$0	\$0	\$0
Two (2) Retreats (ROP only)	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0
					\$0
Total Operating Expenditures	\$3,450	\$0	\$0	\$66	\$3,516
3. Indirect Administrative Expenses					
Administrative Oversight (15%)	\$1,875	\$0	\$372	\$102	\$2,349
		\$0			\$0
Total Indirect Administrative Expenses	\$1,875	\$0	\$372	\$102	\$2,349
Total Program Budget	\$28,575	\$0	\$4,092	\$1,036	\$33,703
Total Indirect Administrative Expenses (Not to Exceed 15%)	6.56%	0.00%	9.09%	\$0	6.97%

CATEGORY DESCRIPTION:	PES - PROGRAM	PES - PROGRAM RECRUITMENT	PES - ENGAGEMENT / SCREENING	*PROGRAM (STAFF TRAINING)	
1. Personnel Expenditures (from Staffing Detail) - Salaries & Benefits	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT
(1) Youth Development Workers (\$18) (ROP & Parent Ed only)	\$638	\$0	\$0	\$540	\$1,178
(1) Youth Development Workers (\$15) (ROP & Parent Ed only)	\$593	\$0	\$0	\$450	\$1,043
(1) Mental Health Clinician (\$31)	\$4,898	\$0	\$0	\$930	\$5,828
(1) Program Director (\$20 per hr)	\$0	\$0	\$0	\$0	\$0
(1) Clinical Supervisor, if applicable	\$0	\$0	\$0	\$0	\$0
(1) Parent Partner (\$12)	\$1,302				\$1,302
Total Personnel Expenditures	\$7,431	\$0	\$0	\$1,920	\$9,351
2. Operating Expenditures:					
Translation and Interpreter Services	\$4,500	\$0	\$0	\$0	\$4,500
Staff Travel (1200 x .55)	\$0	\$0	\$0	\$66	\$66
Participant Transportation (1100 x .55)	\$605	\$0	\$0	\$0	\$605
General Office Expenditures	\$550	\$0	\$0	\$0	\$550
Outreach Materials (design, print, dissemination)	\$0	\$0	\$0	\$0	\$0
Rent, Utilities, Equipment (\$1000 x 12 months)	\$0	\$0	\$0	\$0	\$0
Food (15 x 30 participants/staff x 36 sessions)	\$22,800	\$0	\$0	\$0	\$22,800
Community Expert Stipends	\$0	\$0	\$0	\$0	\$0
Outings (ROP only)	\$0	\$0	\$0	\$0	\$0
Two (2) Retreats (ROP only)	\$0	\$0	\$0	\$0	\$0
Other Operating Expenses (Childcare Services)	\$1,800	\$0	\$0	\$0	\$1,800
					\$0
Total Operating Expenditures	\$30,255	\$0	\$0	\$66	\$30,321
3. Indirect Administrative Expenses					
Administrative Oversight (15%)	\$4,337	\$0	\$0	\$153	\$4,490
		\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$4,337	\$0	\$0	\$153	\$4,490
Total Program Budget	\$42,023	\$0	\$0	\$2,139	\$44,162
Total Indirect Administrative Expenses (Not to Exceed 15%)	10.32%	0.00%	0.00%	\$0	10.17%

FUNDING SOURCES DOCUMENT: FY2016-2017 MH CLIB Funding

PREPARED BY: Tondra A. Hill, MHSA Administration 951-955-7120

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FISCAL ACCOUNTANT SIGNATURE: [Signature]