

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



**ITEM
3.56
(ID # 7490)**

MEETING DATE:

Tuesday, August 28, 2018

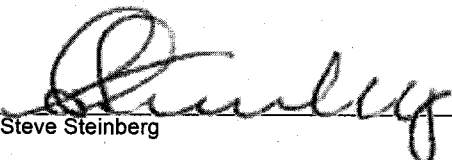
FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve an Increase to the Contract Aggregate for the Prevention and Early Intervention (PEI) Services and Ratify the Agreements with Operation Safehouse, Jurupa Valley Unified School District, Inland Caregiver Resource Center, Riverside Latino Commission and MFI Recovery Center. District: All; [\$4,921,604 Annually; Up to \$492,160 in Additional Compensation Per Fiscal Year; \$14,764,812 Total for 3 Years]; 100% State Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify an increase to the FY18/19 Prevention and Early Intervention (PEI) Services Annual Aggregate from \$4,712,951 to \$4,921,604 for the providers listed in Attachment A;
2. Ratify and sign the new agreements with Operation Safehouse, Jurupa Unified School District, Inland Caregiver Resource Center, Riverside Latino Commission and MFI Recovery Center to provide PEI services for the term July 1, 2018 through June 30, 2019 for the amount identified in Attachment A; 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 sign renewals and amendments for the PEI service vendors listed in Attachment A that do not change the substantive terms of the agreements including amendments to the compensation provision that do not exceed 10% of the total annual aggregate amount of \$4,921,604 through June 30, 2021.

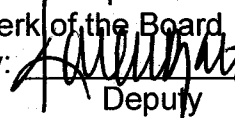
ACTION: Policy


Steve Steinberg 8/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: Behavioral Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$4,921,604	\$4,921,604	\$14,764,812	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 18/19 – 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 25, 2017 (3.47), the Board of Supervisors approved the Mental Health Services Act (MHSA) Three-Year Expenditure Plan that includes PEI services for 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, and underserved cultural populations. These services are best delivered by contract providers in targeted communities in non-clinical settings, such as community centers, schools, faith-based organizations and libraries.

On August 23, 2016 (3-51), the Board of Supervisors approved an aggregate amount of \$4,712,951 for the PEI Programs through June 30, 2019. As a result of Request for Proposal (RFP) MHARC-217, PEI Program to Encourage Active Rewarding Lives for Seniors (PEARLS), RFP MHARC-218 PEI Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and RFP MHARC-211 PEI Strengthening Families Program (SFP), Riverside University Health System – Behavioral Health (RUHS-BH) is requesting approval of the new agreements with Operation Safehouse, Jurupa Unified School District, Inland Caregiver Resource Center, Riverside Latino Commission and MFI Recovery Center and approval to increase the PEI Contract Aggregate to \$4,921,604 annually through June 30, 2021.

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 needed 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

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On 8/31/17, RFP #MHARC-217 - PEI PEARLS Program, was released via the Public Purchase website. Notifications were sent to 158 organizations and 337 individuals. Organizations had the opportunity to submit proposals for each geographic region – Western, Mid-County and Desert. Two proposals were received for Western and Mid-County regions and one proposal for the Desert. An evaluation committee deemed the lowest responsive/responsible bidder as Inland Caregiver Resource Center for all three regions.

On 10/17/17, the RFP #MHARC-218 PEI - CBITS, was released via the Public Purchase website. Notifications were sent to 130 organizations and 342 individuals. Proposals were received from Jurupa Unified School District and Operation SafeHouse Inc. The evaluation committee deemed both providers responsive and responsible. Jurupa was recommended to serve the Western region and Operation Safehouse, who is the incumbent for Mid-County awarded under RFP #MHARC-147, was recommended to expand their services to include Western and Desert regions.


On 7/26/17, the RFP #MHARC-211 PEI – SFP, was released via the Public Purchase website. Notifications were sent to 151 organizations and to over 400 individuals. Proposals were received from seven organizations. The evaluation committee deemed that the lowest responsible/responsible bidders were MFI Recovery Center and Riverside Latino Commission. MFI Recovery Center was recommended to serve the Western and Mid-County Regions, and Riverside Latino Commission was recommended to serve the Desert Region.

**Attachment A
PEI Service Providers**

Contractor Name	Program Name	Contract Amount
Community Connect	Crisis HELPLine & Community Outreach	\$86,135
Family Health & Support Network	BRAAF - Boys	\$257,391
Family Health & Support Network	BRAAF - Girls Pilot Program	\$329,052
Family Service Association	Older Adult	\$223,858
Operations Safehouse	Peer-to-Peer	\$342,658
Operations Safehouse	Stress and Your Mood	\$524,329
Operations Safehouse	Youth Outreach	\$173,084
Reach Out	Mamas y Bebes Program	\$111,855
Recovery Innovations	Contact for Change - Western Speakers Bureau	\$304,360
Riverside Community College District	Seeking Safety	\$76,627
Riverside County Black Chamber of Commerce	BRAAF - Boys	\$238,533
Sigma Beta Xi	BRAAF - Boys	\$252,986

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The Carolyn E. Wylie Center	Seeking Safety	\$87,518
The Carolyn E. Wylie Center	Triple P Program	\$205,767
The Center	Older Adult	\$87,743
Victor Community Support Services	Peer-to-Peer	\$167,536
New Awards		
Operation Safehouse	CBITS	\$448,276
Jurupa Unified School District	CBITS	\$94,375
Inland Caregiver Resource Center	PEARLS	\$365,532
Riverside Latino Commission	Strengthening Families Program	\$168,623
MFI Recovery	Strengthening Families Program	\$375,366
Total Aggregate		\$4,921,604


Teresa Summers, Director of Purchasing 8/8/2018


Melissa Noone, Associate Management Analyst 8/20/2018


Gregory V. Priapos, Director County Counsel 8/9/2018

FY 2018/2019

FIRST AMENDMENT TO THE AGREEMENT

between

The COUNTY OF RIVERSIDE and OPERATION SAFEHOUSE

That certain agreement between the COUNTY OF RIVERSIDE (COUNTY) and OPERATION SAFEHOUSE (CONTRACTOR), approved by the Board of Supervisors on July 21, 2015, Agenda Item 3-27 for Fiscal Year 16/17, and on June 28, 2017 for FY 17/18, renewed in June 2018 by Purchasing Agent for FY 18/19 for Cognitive Behavioral Trauma in Schools program is hereby amended as a result of RFP MHARC 218 as follows and is effective as of July 1, 2018:

That certain Agreement is modified as follows:

1. Rescind Exhibit A, in its entirety and replace with the attached Exhibit A which expands the "Geographical Location of Services" to include the Desert Region.
2. Rescind Exhibit C, in its entirety and replace with the attached Exhibit C.
3. Rescind all Schedule K's, and replace with the attached Schedule K's, in which the COUNTY'S maximum obligation has increased from \$223,155 to \$448,276.

All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment to the agreement.

CONTRACTOR:

Signed: Kathy McAdara
 Kathy McAdara
 Executive Director
 Date: 7/31/18
 Address: 9685 Hayes Street
Riverside, CA 91403

COUNTY OF RIVERSIDE:

Signed: Chuck Wolf
 Chuck Washington
 Board of Supervisors
 Date: AUG 28 2018

COUNTY COUNSEL

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

ATTEST:
 KECIA HARPER-HEM, Clerk
[Signature]
 DEPUTY

AUG 28 2018 3.56

EXHIBIT A – SCOPE OF WORK

CONTRACTOR NAME: Operation Safehouse

PROGRAM NAME: Cognitive Behavioral Intervention for Trauma in Schools

DEPARTMENT I.D.: 4100221767-47420-536240

CONTRACTOR shall provide the following:

1.1 Early Intervention for Trauma in Schools

The extensive PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of the need for early intervention for trauma for youth in Riverside County. Riverside University Health System-Behavioral Health has established a program to address this identified need within the priority communities as identified throughout the community planning process. This program will include the provision of an evidence-based practice for the early intervention of trauma in schools.

1.2 PROGRAM GOALS AND OBJECTIVES

The primary goals of this program are to reduce the duration and harmful effects of trauma for youth (ages 10-15 years) most at risk of developing mental health problems as a result of direct and/or indirect traumatic experiences. Youth are to receive early intervention services through the use of the evidence-based practice (EBP), Cognitive-Behavioral Intervention for Trauma in Schools (CBITS). This will result in increased resiliency and development of coping strategies for program participants, reduce symptoms resulting from exposure to traumatic experiences, and reduce the need for ongoing services within the mental health system. The CBITS program will be provided in schools, a natural gathering place

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for youth and families, and a de-stigmatizing location for mental health services. An additional benefit of utilizing schools as the service delivery site will be an increase in the youth and families' comfort level in participating in services from staff that are knowledgeable and capable of identifying needs and solutions for youth and their families.

1.3 TARGET POPULATION CRITERIA

1.3.1 Youth, ages 10-15 years with a priority to the following cultural populations:

- a. Lesbian, Gay, Bisexual, Transgender, Questioning, (LGBTQ);
- b. Hispanic;
- c. African-American;
- d. Native-American; and/or
- e. Asian/Pacific Islander
- f. Deaf/Hard of Hearing

AND

1.3.2 Who have been exposed to community violence or other traumatic event(s) that result in symptoms of Post Traumatic Stress Disorder (PTSD), to receive services through CBITS, an evidence-based practice (EBP) (described in Section 1.6.2).

1.3.3 It is expected that as a part of program implementation, the CONTRACTOR will work with schools within the targeted school districts listed in Section 1.4 below to prioritize services to schools within these school districts.

1.4 GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the Western, Mid-County, and Desert Regions, within the County of Riverside in the targeted school districts identified below:

Western Region:

The target school districts identified for the Western Region are: Riverside

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Unified School District, Alvord Unified School District, and Moreno Valley School District

Mid-County Region:

The target school districts identified for the Mid-County Region are:

Lake Elsinore Unified School District, Nuview, and Hemet Unified School District.

Additional school districts could be included in the provision of CBITS services upon written approval from RUHS-BH.

Desert Region:

The target school districts identified for Desert Region are: Desert Sands School District and Palm Springs Unified School Districts.

1.5 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with the Riverside University Health System-Behavioral Health (RUHS-BH), local schools, and community based organizations to comprehensively address the needs of the youth outlined above in Section 1.3.

1.5.1 Schools Site(s)

- a. Services will be offered in schools, a natural gathering place for youth and families, and a de-stigmatizing location for mental health services.
- b. The school site(s) must provide confidential space for small group and/or individual early intervention services.
- c. The school site(s) must be in compliance with any applicable state and local laws and requirements, including the American Disability Act (ADA).
- d. Record retention must adhere to confidentiality requirements.

1.5.2 Program

- a. Early Intervention for Trauma in Schools will utilize the evidence-based early intervention program CBITS as described in Section

1.6.2.

- b. The evidence-based practice CBITS will be provided by a team of two (2) clinicians who possess a Master's degree or higher in the mental health field and are licensed or license-eligible in the State of California. License-eligible providers are responsible for obtaining clinical supervision that meets the standards set by the Board of Behavioral Sciences in California or the Board of Psychology in California. Providers should have a general understanding of Cognitive-Behavioral Therapy principles, group processes, and trauma symptoms/responses. Providers shall also be trained in the CBITS model (see Section 1.6.3 d).
- c. There will be no charge to the program participants.

1.6 PROGRAM DESCRIPTION

1.6.1 RUHS-BH is contracting to offer an early intervention service for youth (ages 10-15 years) in the Western, Mid-County, and Desert Regions of Riverside County. Services should be planned and delivered to ensure access to the targeted school districts described in Section 1.4.

1.6.2 General Program Type

- a. **Cognitive-Behavioral Intervention for Trauma in Schools (CBITS)** - The CBITS program is a cognitive and behavioral therapy group intervention for reducing youth's symptoms of PTSD, including depression and anxiety caused by exposure to violence, which has been used successfully in inner city schools with multicultural populations. CBITS has three main goals: to reduce symptoms related to trauma, to build resilience, and to increase peer and parent support. CBITS was designed for use in schools for youth ages 10-15 years who have had substantial exposure to violence and who have symptoms of PTSD in the clinical range. This early intervention includes: ten (10) group sessions of six to eight (6-8) students; one to three (1-3) individual sessions; two (2)

parent/guardian education sessions; and a teacher informational meeting for each participant

- b. The CONTRACTOR will provide two (2) cycles of groups through June 30, 2019. Each CBITS group will serve a minimum of 6-8 youth for ten (10) weeks. The CONTRACTOR will determine the number of groups needed to meet the proposed total number of youth that will complete the CBITS program per academic year, per school district in each region. The approximate number of youth that will complete the CBITS program through June 30, 2019 is eighty (80) in the Western Region, forty-eight (48) in the Mid-County Region, and thirty-two (32) in the Desert Region. Completion is defined as attending and completing eight (8) out of ten (10) group sessions.

1.6.3 Staffing, Responsibilities, Qualifications

CONTRACTOR shall ensure that the following staffing requirements, which include, but are not limited to the following are met:

- a. Ensure that personnel are competent and qualified to provide the services necessary.
- b. Hire staff who are culturally and ethnically representative of the individuals being served.
- c. Ensure the provision of culturally competent services, this may include providing translation and interpreting services as needed.
- d. CONTRACTOR's service staff and supervisory staff must attend and satisfactorily complete the initial training(s) for Cognitive-Behavioral Intervention for Trauma in Schools (CBITS) which will be coordinated and funded by RUHS-BH. Each provider participating in the training will receive the CBITS Provider Manual and any additional materials required by the trainers.

- e. Each provider implementing CBITS will participate in weekly phone consultation calls during the implementation of their first CBITS group following initial training provided by RUHS-BH.
- f. Provide administrative, supervisory, and clerical support for the program.
- g. Ensures that CBITS Program maintains a minimum of 80% fidelity of program components as observed by RUHS-BH, and as measured by the use of the EBP fidelity tool. CONTRACTOR will comply with findings resulting from the EBP fidelity tool(s) which may include the following: live observations, audio/video recordings, focus groups, EBP adherence measures, and chart reviews.
- h. Provide outcome measures to all program participants as described in Section 1.9.
- i. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.

1.6.4 Service Delivery Requirements

CONTRACTOR shall ensure that the following service delivery requirements, which include, but are not limited to the following are met:

- a. Provide the program identified in Section 1.6.2 to youth at a school site as defined in Section 1.4.
- b. Provide each program participant with copies of handouts as designed in the CBITS Provider Manual.
- c. Collaborative efforts and partnerships are encouraged to meet the program goals and objectives.
- d. Services must be provided on school sites.
- e. The CONTRACTOR and all staff providing CBITS services will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CBITS program.

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These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.

- f. All providers and supervisory staff will participate in RUHS-BH sponsored CBITS training, booster training, and practitioner meetings related to the CBITS program.
- g. The CONTRACTOR including all staff providing services within the CBITS program will attend the one (1) day PEI Annual Summit.
- h. There will be no charge to the program participants.
- i. Comply with Performance Outcome requirements as stated in Section 1.9. In addition to stated Performance Outcome requirements in Section 1.9, the CONTRACTOR will purchase and administer the Child Depression Inventory-2 (CDI-2) to all program participants that are eligible to enroll and participate in CBITS. The CDI-2 will be given to eligible program participants prior to providing CBITS and then upon completion of CBITS group sessions.

1.7 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 1.7.1 Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- 1.7.2 Participate in the RUHS-BH annual contract monitoring as well as more frequent program review. Any associated RUHS-BH Manager, Supervisor, or Case Manager, with proper identification, shall be allowed to enter and inspect the facility.
- 1.7.3 Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

- 1.7.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

1.8 DOCUMENTATION OF SERVICES

- 1.8.1 CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Department of Health Care Services and the Riverside University Health System-Behavioral Health

- 1.8.2 These records shall include, but are not limited to:

- a. Documentation of individual's participating in the Cognitive-Behavioral Intervention for Trauma in Schools (CBITS) program. This will include individual screening and assessments, contact notes, as well as a plan of care and copies of materials given to program participants.
- b. Documentation at the end of each CBITS group will include attendance sheet and summary of each youth who participated in the group along with documentation of each group session facilitated by the CBITS providers that will include sign in sheets, noting the date, time, and location of each session.
- c. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize CONTRACTOR activities.
- d. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- e. Original copies of completed outcome measures.
- f. Other requirements may be determined as the PEI plan is implemented.

1.9 PERFORMANCE OUTCOMES

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

1.9.2 Goals, Outcome Measurement Tools, and Outcome Expectations:

- a. Upon completing the program, CONTRACTOR will measure severity of PTSD symptoms using the "Child PTSD Symptom Scale," with the expectation of a reduction in the severity of PTSD symptoms.
- b. Upon completing the program, CONTRACTOR will measure levels of depression using the "Child Depression Inventory-2," with the expectation of reduced levels of depression.
- c. Upon completing the program, CONTRACTOR will measure a change in behavior with increased resiliency using the "Strengths and Difficulties Questionnaire," with the expectation of improved behavior and increased resiliency.

1.9.3 Performance-Based Criteria:

- a. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure the CONTRACTOR's performance related to operational measures that are indicative of quality program administration. These

criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

- b. Should there be a change in Federal, State and/or County policies/regulations, RUHS-BH, at its sole discretion, may amend these Performance-Based Criteria via a contract amendment.
- c. CONTRACTOR staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CBITS. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the EBP.
- d. The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>1. CONTRACTOR will provide the CBITS program. Eighty (80) unduplicated youth will complete the program in the Western Region and forty-eight (48) unduplicated youth will complete in the Mid-County Region and Thirty-two (32) unduplicated youth in the Desert Region.</p>	<p>CONTRACTOR will submit all required documentation for each person participating in the program.</p>	<p>Eighty (80) unduplicated youth will complete the CBITS program in Western Region and forty-eight (48) unduplicated youth will complete the CBITS program in the Mid-County Region, and thirty-two (32) unduplicated in the Desert Region. "Completed" is defined by each youth having attended and completed 8 of the 10 CBITS group sessions. Completion also means that all pre and post measures have been completed for each youth participant.</p>
<p>2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol. (Exhibit D)</p>	<p>CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RUHS-BH.</p>	<p>Outcome measure(s) will be given prior to start of the first (1st) CBITS group session and at the last CBITS group session and/or at any additional intervals as determined by the evidence-based practice and by RUHS-BH.</p>
<p>3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines.</p>	<p>Verification of staff training, utilization of EBP manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.</p>	<p>100% of participants will receive the program consistent with the program guidelines.</p>

1.10 DISASTER PREPAREDNESS

The CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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**EXHIBIT C
REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME: Operation Safehouse
PROGRAM NAME: Cognitive-Behavioral Intervention for Trauma in Schools (CBITS)
DEPARTMENT ID: 4100221767-74720-536240**

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

2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.
 - The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate, whichever is applicable; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Narcotics Treatment Program (NTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

- The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.
- The final year-end settlement for ancillary, start-up or flexible spending categories shall be based on actual allowable cost, less revenue collected.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$448,276 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. START-UP REIMBURSEMENT

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

D. START-UP COST FURNISHINGS AND EQUIPMENT:

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

Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

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

E. BUDGET:

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

F. MEDI-CAL (M/C):

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

G. LOCAL MATCH REQUIREMENTS:

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

H. REVENUES:

As applicable:

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

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

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

I. REALLOCATION OF FUNDS:

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

J. RECOGNITION OF FINANCIAL SUPPORT:

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

K. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu

CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

4. Notwithstanding the provisions of Paragraph K-1 and K-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY'S MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (**attached as Exhibit C, Attachment A**) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare

and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

L. COST REPORT:

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

Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

M. BANKRUPTCY:

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

N. AUDITS:

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

O. TRAINING:

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

SCHEDULE K

CONTRACT PROVIDER NAME: OPERATION SAFEHOUSE	FISCAL YEAR: FY 2018-2019
PROGRAM NAME: CBITS	PERFORMANCE PERIOD:
REGION/POPULATION: MHA PEI - Western (Riverside)	MONTHLY REIMBURSEMENT:
CONTRACT MAXIMUM OBLIGATION: \$221,098	YEAR END SETTLEMENT:
	REGION DEPT ID # 4100221767-74720-536240

CATEGORY DESCRIPTIONS (PROCEDURE CODES FOR PROVIDER CONNECT ENTRY):	PROGRAM		INDIRECT SERVICE CONTRACT		TOTAL CONTRACT
	PROGRAM	TOTAL	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)					
a. Personnel Expenditures (from Staffing Detail)					
i. Mental Health Clinician 2 @ .7 FTE each	\$43,680	\$2,912	\$11,648	\$58,240	
ii. Mental Health Clinician Benefits	\$4,669	\$311	\$1,245	\$6,225	
iii. Mental Health Clinician 2 @ .7 FTE each	\$50,232	\$3,348	\$13,396	\$66,976	
v. Relief Clinician / Mental Health Programs Director 2 75% of .15 FTE	\$2,130	\$6,960	\$5,113	\$14,203	
vi. Relief Clinician / Mental Health Programs Director Benefits	\$219	\$715	\$526	\$1,460	
vii. Supervisor 2 @ .1 FTE	\$18,003	\$0	\$0	\$18,003	
Total Personnel Expenditures	\$118,933	\$14,246	\$31,928	\$165,107	
2. Operating Expenditures					
a. Translation and Interpreter Services	\$700	\$0	\$300	\$1,000	
b. Staff Travel	\$1,524	\$1,270	\$1,439	\$4,233	
c. Outcome Measures (CDI-2)	\$550	\$0	\$550	\$1,100	
d. General Office Expenditures	\$756	\$630	\$714	\$2,100	
e. Weekly & Periodic Incentives	\$2,332	\$0	\$0	\$2,332	
f. Weekly Group Snacks	\$2,475	\$0	\$0	\$2,475	
g. Group Supplies	\$2,400	\$0	\$0	\$2,400	
h. Other Operating Expenses	\$3,563	\$2,410	\$2,060	\$8,033	
i. Start up costs	\$2,000	\$1,500	\$1,500	\$5,000	
Total Operating Expenditures	\$16,300	\$5,810	\$6,563	\$28,673	
3. Indirect Administrative Expenses					
a. Mental Health Programs Director .15 FTE @ 25%	\$2,367	\$2,367	\$0	\$4,734	
b. Mental Health Programs Director Benefits	195	\$195	\$0	\$390	
c. Misc Admin Salaries	\$16,835	\$109	\$5,250	\$22,194	
Total Indirect Administrative Expenses	\$19,397	\$2,671	\$5,250	\$27,318	
Total Program Budget	\$154,630	\$22,727	\$43,741	\$221,098	
Total Indirect Administrative Expenses % (Not to Exceed 15%)	14.34%	13.32%	13.64%	14.10%	

FUNDING SOURCES DOCUMENT: 2018-2019 MH CLIB Net Funding

PREPARED BY: Riba Eshanzada

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL ACCOUNTANT SIGNATURE: _____

DATE: _____

DATE: 10/21/18

CONTACT # 951-955-7174

SCHEDULE K

CONTRACT PROVIDER NAME: OPERATION SAFEHOUSE	FISCAL YEAR: FY 2018-2019
PROGRAM NAME: CBITS	PERFORMANCE PERIOD:
REGION/POPULATION: MHSA PEI - MID COUNTY	MONTHLY REIMBURSEMENT:
CONTRACT MAXIMUM OBLIGATION MID-COUNTY REGION: \$113,976	YEAR END SETTLEMENT: REGION DEPT ID # 4100221767-74720-536240

CATEGORY DESCRIPTIONS (PROCEDURE CODES FOR PROVIDER CONNECT ENTRY); <i>(Personnel Expenditures (from Staffing Detail))</i>	INDIRECT SERVICE CONTRACT				TOTAL CONTRACT
	PROGRAM		ENGAGEMENT/SCREENING		
	60	78	60	78	
1. Personnel Expenditures (from Staffing Detail)	TOTAL	TOTAL	TOTAL	TOTAL	
a. Personnel Expenditures (from Staffing Detail)					
i. Mental Health Clinician 2 @ .7 FTE each	\$43,680	\$2,912	\$11,648		\$58,240
ii. Mental Health Clinician Benefits	\$4,669	\$311	\$1,245		\$6,225
iii. Relief Clinician / Mental Health Programs Director .75 of .125 FTE	\$913	\$2,981	\$2,190		\$6,084
iv. Relief Clinician / Mental Health Programs Director Benefits	\$183	\$596	\$438		\$1,217
v. Supervisor .1 FTE	\$7,696	\$0	\$0		\$7,696
Total Personnel Expenditures	\$57,141	\$6,800	\$15,521		\$79,462
2. Operating Expenditures					
a. Translation and Interpreter Services	\$350	\$0	\$150		\$500
b. Rent, Utilities, Communication	\$2,772	\$2,310	\$2,618		\$7,700
c. Staff Travel	\$540	\$450	\$510		\$1,500
d. Outcome Measures (CDI-2)	\$0	\$0	\$550		\$550
e. General Office Expenditures	\$432	\$360	\$408		\$1,200
f. Weekly & Periodic Incentives	\$1,500	\$0	\$0		\$1,500
g. Weekly Group Snacks	\$1,500	\$0	\$0		\$1,500
h. Group Supplies	\$1,500	\$0	\$0		\$1,500
i. Other Operating Expenses	\$1,720	\$1,290	\$1,120		\$4,130
Total Operating Expenditures	\$10,314	\$4,410	\$5,356		\$20,080
3. Indirect Administrative Expenses					
a. Mental Health Programs Director .125 FTE @ 25%	\$1,014	\$1,014	\$0		\$2,028
b. Mental Health Programs Director Benefits	\$203	\$203	\$0		\$406
c. Misc Admin Salaries	\$8,500	\$450	\$3,050		\$12,000
Total Indirect Administrative Expenses	\$9,717	\$1,667	\$3,050		\$14,434
Total Program Budget	\$77,172	\$12,877	\$23,927		\$113,976
Total Indirect Administrative Expenses % (Not to Exceed 15%)	14.41%	14.87%	14.61%		14.50%


FUNDING SOURCES DOCUMENT: 2018-2019 MH CLUB Net Funding

PREPARED BY: Riba Eshanzada

CONTACT #: 951-955-7174

ADMIN SVCS ANALYST SIGNATURE: _____

DATE: _____

FISCAL ACCOUNTANT SIGNATURE: 

DATE: 10/19/18

SCHEDULE K

CONTRACT PROVIDER NAME: OPERATION SAFEHOUSE		FISCAL YEAR: FY 2018-2019	
PROGRAM NAME: CBITS		PERFORMANCE PERIOD:	
REGION/POPULATION: MHSA PEI -DESERT REGION		MONTHLY REIMBURSEMENT:	
CONTRACT MAXIMUM OBLIGATION MID-COUNTY REGION: \$113,202		YEAR END SETTLEMENT:	
REGION DEPT ID # 4100221767-74720-536240			

TYPE OF MODALITY:	INDIRECT SERVICE CONTRACT					
	MODE OF SERVICE:		PROGRAM RECRUITMENT		ENGAGEMENT/SCREENING	
	60	78	60	78	60	78
CATEGORY DESCRIPTIONS (PROCEDURE CODES FOR PROVIDER CONNECT ENTRY):	PROGRAM		PROGRAM RECRUITMENT		ENGAGEMENT/SCREENING	
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
1. Personnel Expenditures (from Staffing Detail)						
a. Personnel Expenditures (from Staffing Detail)	\$25,116	\$1,674	\$6,698	\$33,488		
i. Mental Health Clinician @ .7 FTE each	\$25,116	\$1,674	\$6,698	\$33,488		
ii. Mental Health Clinician @ .7 FTE each	\$8,746	\$0	\$0	\$8,746		
iii. Supervisor	\$1,171	\$3,827	\$2,812	\$7,810		
iv. Relief Clinician/Mental Health Program Director 75% of .15FTE	\$60,149	\$7,175	\$16,208	\$83,532		
Total Personnel Expenditures						
2. Operating Expenditures						
a. Translation and Interpreter Services	\$350	\$0	\$150	\$500		
b. Staff Travel	\$1,010	\$842	\$955	\$2,807		
c. Outcome Measures (CDI-2)	\$550	\$0	\$0	\$550		
d. General Office Expenditures	\$324	\$270	\$306	\$900		
e. Weekly & Periodic Incentives	\$832	\$0	\$0	\$832		
f. Weekly Group Snacks	\$975	\$0	\$0	\$975		
g. Group Supplies	\$900	\$0	\$0	\$900		
h. Other Operating Expenses	\$1,493	\$1,120	\$1,120	\$3,733		
i. Start Up Cost (computers/printers, PC cases/rolling charts)	\$2,000	\$1,500	\$1,500	\$5,000		
Total Operating Expenditures	\$8,434	\$3,732	\$4,031	\$16,197		
3. Indirect Administrative Expenses						
a. Program Administrator/Mental Health Program Director .15FTE @ 25%	\$1,302	\$1,302	\$0	\$2,604		
b. Misc Admin Salaries	\$8,260	\$109	\$2,500	\$10,869		
Total Indirect Administrative Expenses	\$9,562	\$1,411	\$2,500	\$13,473		
Total Program Budget	\$78,145	\$12,318	\$22,739	\$113,202		
Total Indirect Administrative Expenses % (Not to Exceed 15%)	13.94%	12.94%	12.35%	13.51%		

FUNDING SOURCES DOCUMENT: 2018-2019 MH CLIB Net Funding

PREPARED BY: Riba Eshanzada

ADMIN SVCS ANALYST SIGNATURE: 
 FISCAL ACCOUNTANT SIGNATURE: 

CONTACT #: 951-955-7174

DATE: 6/16/18

DATE: 10/19/18

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and JURUPA UNIFIED SCHOOL DISTRICT hereinafter referred to as CONTRACTOR.

PREAMBLE

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

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

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

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

WHEREAS, these services as described in Exhibit A attached hereto shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 19 and Exhibits A, B, C, and D, and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein.

CONTRACTOR

By: *Elliott Duchon* Date: 8/10/18
Elliott Duchon
4850 Pedley Road
Jurupa Valley, CA 92509

COUNTY

By: *Chuck Washington* Date: AUG 28 2018
Chuck Washington, Chairman
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: *Gregory P. Priamos*

ATTEST:

KEGIA HARPER-IHEM, Clerk

By: *Kegia Harper-Ihem*
DEPUTY

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ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES:

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

II. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2018, and continue in effect through June 30, 2019. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

This Agreement is by and between the RUHS-BH and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RUHS-BH and CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to RUHS-BH employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. CONTRACTOR is, and shall at all times be

deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility and liability for the acts of its employees or agents as they relate to services provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of RUHS-BH pursuant to this Agreement. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the federal Occupational Safety and Health Administration and California Division of Occupational Safety and Health. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTORS' behalf and for CONTRACTORS' employees, including, but not limited to, all federal and state income taxes and withholdings. RUHS-BH shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RUHS-BH against any and all claims that may be made against RUHS-BH based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement; and CONTRACTOR shall indemnify RUHS-BH for any and all federal or state withholding or retirement payments which RUHS-BH may be required to make pursuant to federal or state law.

Contractor shall maintain, as appropriate, the following:

1. Articles of Incorporation;
2. Amendments of Articles;
3. List of agency's Board of Directors and Advisory Board;
4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;
5. By-laws and minutes of Board meetings.

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of RUHS-BH. Any attempted assignment or delegation in derogation of this paragraph shall be void. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of this paragraph.

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RUHS-BH Risk Manager. If the RUHS-BH's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the RUHS-BH Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the RUHS-BH, at the election of the RUHS-BH's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RUHS-BH, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and/or, 2) if requested to do so orally or in writing by the RUHS-BH Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) and shall provide no less than thirty (30) days written

notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, MHS Administration. CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

4. It is understood and agreed by the parties hereto and the CONTRACTOR's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the RUHS-BH's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of approved subcontractors working under this Agreement.
6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which RUHS-BH may immediately terminate or suspend this Agreement.

XII. LIMITATION OF RUHS-BH LIABILITY:

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

XIII. WARRANTY AGAINST CONTINGENT FEES:

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

XIV. NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship/internship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR (or his designee) and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for

employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical/mental disability.

3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining Agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible from future contracts involving federal, state or COUNTY funds.

B. Services, Benefits, and Facilities:

1. CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, gender, age, sexual preference, marital status, physical/mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.
2. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of presenting the complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with RUHS-BH's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the reporting requirements as mandated by law. The RUHS-BH shall provide instruction and direction regarding RUHS-BH policies and procedures for meeting reporting requirements.
- B. CONTRACTOR shall provide the RUHS-BH with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. RUHS-BH may provide additional instructions on reporting requirements as required by RUHS-BH or State guidelines.
- C. CONTRACTOR shall participate in the RUHS-BH's Management Information System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report program, individuals served and staff data about the CONTRACTOR's program and services, by the fifth (5th) working day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form (Attachment A)

to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the State.

1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident which requires medical treatment;
 - c. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations shall be reported to the local health officer in addition to the State;
 - d. Poisonings;
 - e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
 - f. Fires or explosions which occur in or on the premises.
2. Information provided shall include the following:
 - a. Residents' name, age, sex, and date of admission;
 - b. Date, time and nature of the event;
 - c. Attending physician's name, findings and treatment, if any; and,
 - d. The items below shall be reported to the State within ten (10) working days following the occurrence:
 - i. The organizational changes specified in Section 10531(a) of this subchapter;
 - ii. Any change in the licensee's or applicant's mailing address; and,
 - iii. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

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

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

- A. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- B. The CONTRACTOR shall not disclose confidential participant identifying information except as authorized by participant, participants' legal representative or as permitted by Federal or State law, to anyone other than the RUHS-BH or State without prior valid authorization from the participant or participants' legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.

- C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide the RUHS-BH with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.
- D. For purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual and their past, present, or future physical or mental health condition. This includes, but is not limited to, any combination of the person's name, address, Social Security Number, date of birth, identifying number, symbol, or other particular identifier assigned to the individual, such as finger or voice print, or photograph.
- E. Notification of Electronic Breach or Improper Disclosure: During the term of this Agreement, CONTRACTOR shall notify RUHS-BH, immediately upon discovery of any breach of Protected Health Information (PHI) and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the RUHS-BH Compliance Officer within two (2) business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the RUHS-BH Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

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

- F. Safeguards: The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of RUHS-BH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR shall provide RUHS-BH with information concerning such safeguards as RUHS-BH may reasonably requests from time to time.
- G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The CONTRACTOR shall enforce administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data.
- H. The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs, thumb drives) and on portable computing devises (including, but not limited to, laptop and notebook computers).
- I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other internet transport protocol unless the data is encrypted by a solution that has been

validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.

- J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.
- K. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. RUHS-BH makes no warranty or representation that compliance by CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.
- L. The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- M. CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to, comply with said confidentiality provisions.

XVIII. RECORDS:

All records shall be available for inspection by the designated auditors of RUHS-BH, State Department of Health Care Services, State Department of Justice, State Department of Mental Health Services and Oversight and Accountability Commission, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. Records include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement, working papers, reports, financial records or books of account, medical records, prescription files, and subcontracts. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the RUHS-BH. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of ten (10) years after final payment under Agreement.

A. Program Participant Records.

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

B. Financial Records.

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails

reflecting the true cost of the services rendered. Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California.

C. Financial Record Retention.

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

D. Participant Record Retention.

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

E. Shared Records/Information.

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

F. Property of participant records.

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

XIX. STAFFING:

CONTRACTOR shall comply with the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services they provide in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of Regulations (CCR), the Business and Professions Code, State Department of Health Care Services policy letters, and any amendments thereto. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges all its officers; employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the Federal "List of Excluded Parties" registry. All employees of CONTRACTOR providing services on behalf of RUHS-BH shall pass a LiveScan, background check and be tested for Tuberculosis (TB).

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

1. A list of persons who are providing services hereunder by name, title, professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and any other information deemed necessary by the Director or designee.
2. Personnel files for each staff member, including subcontractors and volunteers, approved by RUHS-BH, that includes at minimum the following:
 - a. Resume/application, proof of current licensure, certification, registration;
 - b. List of Training, including cultural competency;
 - c. Annual job performance evaluation; and,
 - d. Personnel action document for each change in status of the employee.

- e. Results of LiveScan, background check and TB test.
- B. CONTRACTOR shall provide an initial orientation to the program, program goals, policy and procedure review, emergency procedures and treatment services.
- C. CONTRACTOR shall institute and maintain a training program in which professional and other appropriate personnel shall participate.
- D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the participants from violent behavior.
- E. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- F. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about contractor's policies and procedures for detecting and preventing fraud, waste, and abuse in federal, state and local health care programs. Contractor shall also include in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.
- H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding Staffing and/or Employee compensation. All payments or compensation made to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll or other auditable documentation justifying the payment or compensation.
- I. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. Contractor shall submit, via email, the completed CARF form to its designated COUNTY Program Analyst for review and approval. The COUNTY designated Program Analyst will then review CARF for accuracy and will then submit CARF to the COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst will communicate with the CONTRACTOR, via email, with confirmation of submission for processing, and a COUNTY I.T. or ELMR personnel will contact the CONTRACTOR direct, via

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

- J. CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members, employees, associates, and agents through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medi-Cal List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less frequently than monthly thereafter. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are found listed on this site and what action has been taken to remedy the matter. Contractor shall establish their own procedures to ensure adherence to these requirements.

XX. CULTURAL COMPETENCY PLAN:

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

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

Riverside University Health System-Behavioral Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

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

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST:

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

XXIII. WAIVER OF PERFORMANCE:

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

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

XXVI. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other party.
- B. The RUHS-BH may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- C. The RUHS-BH reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The RUHS-BH may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The RUHS-BH may terminate this Agreement immediately if, in the opinion of the Director of Behavioral Health, CONTRACTOR fails to provide for the health and safety of participant(s) served under this Agreement. In the event of such termination, the RUHS-BH may proceed with the work in any manner deemed proper to the RUHS-BH.

- F. If CONTRACTOR fails to comply with the conditions of this Agreement, RUHS-BH may take one or more of the following actions as appropriate:
1. Temporarily withhold payments pending correction of the deficiency.
 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to RUHS-BH if any disallowance is rendered after audit findings.
- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
1. CONTRACTOR shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 - c. If participants are to be transferred to another program for services, furnish to RUHS-BH, upon request, all participant information and documents deemed necessary by RUHS-BH to affect an orderly transfer;
 - d. If appropriate, assist RUHS-BH in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the RUHS-BH, which approval or ratification shall be final for all purposes of this clause;
 - f. Transfer to RUHS-BH and deliver in the manner, at the times, and to the extent, if any, as directed by RUHS-BH, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to RUHS-BH; and
 - g. Take such action as may be necessary, or as RUHS-BH may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which RUHS-BH has or may acquire an interest;
- H. RUHS-BH shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the RUHS-BH and not renewed for a subsequent fiscal year, RUHS-BH reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this agreement, the RUHS-BH reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the RUHS-BH at a rate of no less than 5% of the balance.

- J. The rights and remedies of RUHS-BH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost Report Section found in Exhibit C of this Agreement.

XXVII. DISPUTE:

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

XXVIII. SEVERABILITY:

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

XXIX. VENUE:

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

XXX. NOTICES:

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

CONTRACTOR:

**JURUPA UNIFIED SCHOOL DISTRICT
4850 PEDLEY ROAD
JURUPA VALLEY, CA 92509**

COUNTY:

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

INFORMATIONAL COPY TO:

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

EXHIBIT A – SCOPE OF WORK

CONTRACTOR NAME: Jurupa Unified School District

PROGRAM NAME: Cognitive Behavioral Intervention for Trauma in Schools

DEPARTMENT I.D.: 4100XXXX-TBD

CONTRACTOR shall provide the following:

1.1 Early Intervention for Trauma in Schools

The extensive PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of the need for early intervention for trauma for youth in Riverside County. Riverside University Health System-Behavioral Health has established a program to address this identified need within the priority communities as identified throughout the community planning process. This program will include the provision of an evidence-based practice for the early intervention of trauma in schools.

1.2 PROGRAM GOALS AND OBJECTIVES

The primary goals of this program are to reduce the duration and harmful effects of trauma for youth (ages 10-15 years) most at risk of developing mental health problems as a result of direct and/or indirect traumatic experiences. Youth are to receive early intervention services through the use of the evidence-based practice (EBP), Cognitive-Behavioral Intervention for Trauma in Schools (CBITS). This will result in increased resiliency and development of coping strategies for program participants, reduce symptoms resulting from exposure to traumatic experiences, and reduce the need for ongoing services within the mental health system. The CBITS program will be provided in schools, a natural gathering place

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for youth and families, and a de-stigmatizing location for mental health services. An additional benefit of utilizing schools as the service delivery site will be an increase in the youth and families' comfort level in participating in services from staff that are knowledgeable and capable of identifying needs and solutions for youth and their families.

1.3 TARGET POPULATION CRITERIA

1.3.1 Youth, ages 10-15 years with a priority to the following cultural populations:

- a. Lesbian, Gay, Bisexual, Transgender, Questioning, (LGBTQ);
- b. Hispanic;
- c. African-American;
- d. Native-American; and/or
- e. Asian/Pacific Islander
- f. Deaf/Hard of Hearing

AND

1.3.2 Who have been exposed to community violence or other traumatic event(s) that result in symptoms of Post Traumatic Stress Disorder (PTSD), to receive services through CBITS, an evidence-based practice (EBP) (described in Section 1.6.2).

1.3.3 It is expected that as a part of program implementation, the CONTRACTOR will work with schools within the targeted school districts listed in Section 1.4 below to prioritize services to schools within these school districts.

1.4 GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the Western Region, within the County of Riverside in the targeted school districts identified below:

Western Region:

The target schools identified for Jurupa Unified School District are: Jurupa Middle School, Mission Middle School, Mira Loma Middle School, and Patriot High School.

1.5 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with the Riverside University Health System-Behavioral Health (RUHS-BH), local schools, and community based organizations to comprehensively address the needs of the youth outlined above in Section 1.3.

1.5.1 Schools Site(s)

- a. Services will be offered in schools, a natural gathering place for youth and families, and a de-stigmatizing location for mental health services.
- b. The school site(s) must provide confidential space for small group and/or individual early intervention services.
- c. The school site(s) must be in compliance with any applicable state and local laws and requirements, including the American Disability Act (ADA).
- d. Record retention must adhere to confidentiality requirements.

1.5.2 Program

- a. Early Intervention for Trauma in Schools will utilize the evidence-based early intervention program CBITS as described in Section 1.6.2.
- b. The evidence-based practice CBITS will be provided by a team of two (2) clinicians who possess a Master's degree or higher in the mental health field and are licensed or license-eligible in the State of California. License-eligible providers are responsible for obtaining clinical supervision that meets the standards set by the Board of Behavioral Sciences in California or the Board of

Psychology in California. Providers should have a general understanding of Cognitive-Behavioral Therapy principles, group processes, and trauma symptoms/responses. Providers shall also be trained in the CBITS model (see Section 1.6.3 d).

- c. There will be no charge to the program participants.

1.6 PROGRAM DESCRIPTION

1.6.1 RUHS-BH is contracting to offer an early intervention service for youth (ages 10-15 years) in the Western Region of Riverside County. Services should be planned and delivered to ensure access to the targeted school districts described in Section 1.4.

1.6.2 General Program Type

- a. **Cognitive-Behavioral Intervention for Trauma in Schools (CBITS)** - The CBITS program is a cognitive and behavioral therapy group intervention for reducing youth's symptoms of PTSD, including depression and anxiety caused by exposure to violence, which has been used successfully in inner city schools with multicultural populations. CBITS has three main goals: to reduce symptoms related to trauma, to build resilience, and to increase peer and parent support. CBITS was designed for use in schools for youth ages 10-15 years who have had substantial exposure to violence and who have symptoms of PTSD in the clinical range. This early intervention includes: ten (10) group sessions of six to eight (6-8) students; one to three (1-3) individual sessions; two (2) parent/guardian education sessions; and a teacher informational meeting for each participant
- b. The CONTRACTOR will provide two (2) cycles of groups through June 30, 2019. Each CBITS group will serve a minimum of 6-8 youth for ten (10) weeks. The CONTRACTOR will determine the number of groups needed to meet the proposed total number of youth that will complete the CBITS program per academic year, per

school district in each region. The approximate number of youth that will complete the CBITS program through June 30, 2019 is ninety-six in Jurupa Unified School District. Completion is defined as attending and completing eight (8) out of ten (10) group sessions.

1.6.3 Staffing, Responsibilities, Qualifications

CONTRACTOR shall ensure that the following staffing requirements, which include, but are not limited to the following are met:

- a. Ensure that personnel are competent and qualified to provide the services necessary.
- b. Hire staff who are culturally and ethnically representative of the individuals being served.
- c. Ensure the provision of culturally competent services, this may include providing translation and interpreting services as needed.
- d. CONTRACTOR's service staff and supervisory staff must attend and satisfactorily complete the initial training(s) for Cognitive-Behavioral Intervention for Trauma in Schools (CBITS) which will be coordinated and funded by RUHS-BH. Each provider participating in the training will receive the CBITS Provider Manual and any additional materials required by the trainers.
- e. Each provider implementing CBITS will participate in weekly phone consultation calls during the implementation of their first CBITS group following initial training provided by RUHS-BH.
- f. Provide administrative, supervisory, and clerical support for the program.
- g. Ensures that CBITS Program maintains a minimum of 80% fidelity of program components as observed by RUHS-BH, and as measured by the use of the EBP fidelity tool. CONTRACTOR will comply with findings resulting from the EBP fidelity tool(s) which may include the following: live observations, audio/video

recordings, focus groups, EBP adherence measures, and chart reviews.

- h. Provide outcome measures to all program participants as described in Section 1.9.
- i. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.

1.6.4 Service Delivery Requirements

CONTRACTOR shall ensure that the following service delivery requirements, which include, but are not limited to the following are met:

- a. Provide the program identified in Section 1.6.2 to youth at a school site as defined in Section 1.4.
- b. Provide each program participant with copies of handouts as designed in the CBITS Provider Manual.
- c. Collaborative efforts and partnerships are encouraged to meet the program goals and objectives.
- d. Services must be provided on school sites.
- e. The CONTRACTOR and all staff providing CBITS services will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CBITS program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.
- f. All providers and supervisory staff will participate in RUHS-BH sponsored CBITS training, booster training, and practitioner meetings related to the CBITS program.
- g. The CONTRACTOR including all staff providing services within the CBITS program will attend the one (1) day PEI Annual Summit.
- h. There will be no charge to the program participants.

- i. Comply with Performance Outcome requirements as stated in Section 1.9. In addition to stated Performance Outcome requirements in Section 1.9, the CONTRACTOR will purchase and administer the Child Depression Inventory-2 (CDI-2) to all program participants that are eligible to enroll and participate in CBITS. The CDI-2 will be given to eligible program participants prior to providing CBITS and then upon completion of CBITS group sessions.

1.7 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 1.7.1 Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- 1.7.2 Participate in the RUHS-BH annual contract monitoring as well as more frequent program review. Any associated RUHS-BH Manager, Supervisor, or Case Manager, with proper identification, shall be allowed to enter and inspect the facility.
- 1.7.3 Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.
- 1.7.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

1.8 DOCUMENTATION OF SERVICES

- 1.8.1 CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Department of Health Care Services and the Riverside University Health System-Behavioral Health
- 1.8.2 These records shall include, but are not limited to:

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- a. Documentation of individual's participating in the Cognitive-Behavioral Intervention for Trauma in Schools (CBITS) program. This will include individual screening and assessments, contact notes, as well as a plan of care and copies of materials given to program participants.
- b. Documentation at the end of each CBITS group will include attendance sheet and summary of each youth who participated in the group along with documentation of each group session facilitated by the CBITS providers that will include sign in sheets, noting the date, time, and location of each session.
- c. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize CONTRACTOR activities.
- d. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- e. Original copies of completed outcome measures.
- f. Other requirements may be determined as the PEI plan is implemented.

1.9 PERFORMANCE OUTCOMES

- 1.9.1 Contractor will receive the RUHS-BH Research Protocol (attached hereto **Exhibit D**) which includes the outcome measures as well as all other documentation requirements. The utilization of the outcome measures and forms is mandatory. The measures are subject to change. Compliance with the timelines for submitting documentation is required. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS-BH throughout the year. Failure to comply with Performance Outcomes or performance based criteria could result in a disallowance of funds. Failure to submit performance outcome

measurement tools will result in withholding funds until documents are received.

1.9.2 Goals, Outcome Measurement Tools, and Outcome Expectations:

- a. Upon completing the program, CONTRACTOR will measure severity of PTSD symptoms using the "Child PTSD Symptom Scale," with the expectation of a reduction in the severity of PTSD symptoms.
- b. Upon completing the program, CONTRACTOR will measure levels of depression using the "Child Depression Inventory-2," with the expectation of reduced levels of depression.
- c. Upon completing the program, CONTRACTOR will measure a change in behavior with increased resiliency using the "Strengths and Difficulties Questionnaire," with the expectation of improved behavior and increased resiliency.

1.9.3 Performance-Based Criteria:

- a. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure the CONTRACTOR's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- b. Should there be a change in Federal, State and/or County policies/regulations, RUHS-BH, at its sole discretion, may amend these Performance-Based Criteria via a contract amendment.
- c. CONTRACTOR staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CBITS. These meetings are designed to assist in model adherence and in addressing any potential

barriers to implementation of the EBP.

d. The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>1. CONTRACTOR will provide the CBITS program. Ninety-six (96) unduplicated youth will complete the program in the Western Region.</p>	<p>CONTRACTOR will submit all required documentation for each person participating in the program.</p>	<p>Ninety-six (96) unduplicated youth will complete the CBITS program in Western Region. "Completed" is defined by each youth having attended and completed 8 of the 10 CBITS group sessions. Completion also means that all pre and post measures have been completed for each youth participant.</p>
<p>2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol. (Exhibit D)</p>	<p>CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RUHS-BH.</p>	<p>Outcome measure(s) will be given prior to start of the first (1st) CBITS group session and at the last CBITS group session and/or at any additional intervals as determined by the evidence-based practice and by RUHS-BH.</p>
<p>3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines.</p>	<p>Verification of staff training, utilization of EBP manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.</p>	<p>100% of participants will receive the program consistent with the program guidelines.</p>

1.10 DISASTER PREPAREDNESS

The CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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EXHIBIT B – MHSA

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

COUNTY

Behavioral Health Policies

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

- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- 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: Jurupa Unified School District
PROGRAM NAME: Cognitive-Behavioral Intervention for Trauma in Schools (CBITS)
DEPARTMENT ID: 4100XXXX TBD

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.
3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.
 - The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

- The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.
- The final year-end settlement for ancillary, start-up or flexible spending categories shall be based on actual allowable cost, less revenue collected.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$94,373 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

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

D. MEDI-CAL (M/C):

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

E. LOCAL MATCH REQUIREMENTS:

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

F. REVENUES:

As applicable:

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

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

11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

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

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

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

CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY'S MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request.

CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

J. COST REPORT:

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

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

K. BANKRUPTCY:

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

L. AUDITS:

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

M. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate

the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.


N. FURNISHINGS AND EQUIPMENT

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
3. **DISPOSAL:** Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. **CAPITAL ASSETS:**
 - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

SCHEDULE K - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: Jurupa Unified School District	FISCAL YEAR: 2018/2019
PROGRAM NAME: (Trauma in Schools) CBITS	PERFORMANCE PERIOD:
REGION/POPULATION: MHSA PEI	MONTHLY REIMBURSEMENT:
	YEAR END SETTLEMENT:
	ACTUAL COST
	ACTUAL COST

TYPE OF MODALITY:	MODE OF SERVICE:	SERVICE FUNCTION:	PROGRAM:	PROGRAM	RECRUITMENT	OUTREACH	
Indirect							
60							
78							
Personnel Expenditures (from Staffing Detail)							
				\$17,978	\$2,996	\$8,989	\$29,963
a. Mental Health Clinician				\$17,978	\$2,996	\$8,989	\$29,964
b. Mental Health Clinician				\$12,750	\$0	\$0	\$12,750
c. Supervisor				\$7,880	\$1,970	\$0	\$9,850
d. Program Director				\$0	\$0	\$0	\$0
Total Personnel Expenditures				\$56,586	\$7,962	\$17,978	\$82,527
Operational Expenses							
a. Translation and Interpreter Services				\$0	\$0	\$0	\$0
b. Staff Travel				\$600	\$100	\$300	\$1,000
c. Outcome Measures (CDI-2)				\$0	\$0	\$1,709	\$1,709
d. General Office Expenditure				\$475	\$0	\$475	\$950
e. Professional Services				\$350	\$0	\$0	\$350
f. Weekly & Periodic Incentives				\$500	\$0	\$0	\$500
g. Weekly Group Snacks				\$300	\$0	\$0	\$300
g. Group Supplies				\$0	\$0	\$0	\$0
h. Other Operating Expenses				\$0	\$0	\$0	\$0
Total Operating Expenditures				\$2,225	\$100	\$2,484	\$4,809
Total Indirect Administrative Expenses							
a. Clerical Support				\$3,855	\$0	\$0	\$3,855
b. Indirect Rate (3.49%)				\$2,170	\$281	\$731	\$3,183
Total Indirect Administrative Expenses				\$6,025	\$281	\$731	\$7,038
Total Program Budget				\$64,836	\$8,344	\$21,193	\$94,373
Total Indirect Administrative Expenses % (Not to Exceed 15%)				10.25%	3.49%	3.57%	8.06%

FUNDING SOURCES DOCUMENT: 2018-2019 MH CLIB Net Funding
 PREPARED BY: Riba Eshanzada
 ADMIN SVCS ANALYST SIGNATURE: 
 FISCAL ACCOUNTANT SIGNATURE: _____

CONTACT #: 951-955-7174
 DATE: 10/11/18
 DATE: 10/11/18

PROGRAM INTEGRITY FORM (PIF)/INVOICE TEMPLATE

CONTRACT PROVIDER NAME:	SERVICE PERIOD:
PROGRAM NAME: MHSA PEI-	FISCAL YEAR 2016/2017
REGION/POPULATION: MHSA PEI	
CONTRACT MAXIMUM OBLIGATION: \$	CONTRACT BALANCE

REGION				
DEPT ID#410022XXX				
MHARC # XXXXXX				
INVOICE NUMBER				
INDIRECT SVC				
PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:	PROGRAM	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
HOURS				
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Personnel Expenditures (from Staffing Detail)				
i. Salaries				\$0
ii. Benefits				\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0
2. Operating Expenditures				
a. Professional Services/Contracts				\$0
b. Office Supplies/Expenses				\$0
c. Rent, Utilities, Equipment				\$0
d. Transportation				
e. Other Operating Expenses				\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses				
a. Administrative Cost				\$0
				\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0
TOTAL INVOICE COSTS				\$0

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

AUTHORIZED SIGNATURE: _____

DATE: _____



Cognitive Behavioral Intervention for Trauma in Schools (CBITS)

Data Collection Guidelines

FY18-19

Mental Health Services Act -Prevention and Early Intervention

Funded by Mental Health Services Act -Prevention and Early Intervention

RUHS Research and Evaluation, May 2016



OVERVIEW

As part of Riverside University Health System—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 in the Cognitive Behavioral Intervention for Trauma in Schools (CBITS) program 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. The evaluation of the CBITS program will document progress toward: reducing children's symptoms of trauma and depression; building resilience and improving peer and parent support.

It is really important that the staff of the CBITS program 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-BH and others. All identifying personal information is kept confidential and data collected is combined to summarize: the number of parents who participate in and complete the program; the impact of the program on parenting practices, family and parent-child relationships and children behaviors. Data collection is organized into two main components: 1). group session and individual session attendance; and 2). Behavioral Measures and Outcomes data.

CBITS – Demographic, Attendance, Satisfaction, Session Summaries

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Demographic Questionnaire • Program Attendance/ Completion Summary • CBITS Individual & Collateral Meeting Attendance Summary 	<ul style="list-style-type: none"> • This form will document basic demographic information (name, address, date of birth, age, ethnicity, race, primary language and gender). • To document attendance at each group session and to provide a summary of the total number of participants who complete the program. • To document and track individualized sessions with youth participants and parents and teachers. 	<ul style="list-style-type: none"> • Complete the demographic questionnaire if it is determined from the results of the screening that the participant is eligible for the program. A demographic form is required for every participant enrolled in the program. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Collect attendance at each group session with a group sign-in sheet. All sign-in sheets must be turned in with post measures and kept on file for contract monitoring purposes. This sign-in sheet will be used to complete the Master Attendance and Program Completion Summary. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</u> • Complete and submit the individual session summaries for youth participants, parents and teachers at the conclusion of the group cycle. <u>Provide originals of this form to RUHS-BH 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-BH PEI Staff

CBITS – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Child Post Traumatic Stress Screener which includes Symptom Scale • Children's Depression Inventory II (CDI-II) • Strength and Difficulties Questionnaire (SDQ)- Parent 	<ul style="list-style-type: none"> • To measure the exposure to traumatic events and the severity of posttraumatic stress symptoms in participants, as well as, a change in these symptoms at completion of the program. Part A and Part B should be used as a screening tool. The measure is repeated at the completion of the program for outcomes measurement. • 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 as observed by parents. The SDQ is a brief behavioral screening questionnaire for children and adolescents ages 4 through 16. 	<ul style="list-style-type: none"> • <i>Complete</i> this form prior to the beginning of the program to determine eligibility (Pre-Test) and at the conclusion of the program (Post-Test). At the Post-Test administration, start with Part B and conclude with Part A. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</u> • <i>Complete</i> this form at the beginning of the program (Pre-Test) and at the conclusion of the program (Post-Test). <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle..</u> • <i>Request</i> parents complete this form at the beginning of the program (Pre-Test) and at the conclusion of the program (Post-Test). A parent should complete one at the beginning and end. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</u>

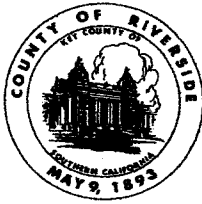
Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RUHS-BH PEI Staff

CBITS – Evaluation Measures

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> Satisfaction Survey Justification for Missing Performance Measures Outreach Activities Form 	<ul style="list-style-type: none"> The satisfaction survey is used to gather feedback from youth participants about their thoughts and perception of 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. This form is for a program to document the time and activities done during outreach. 	<ul style="list-style-type: none"> All youth participants should be offered a satisfaction survey to complete at the conclusion of the program. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</u> <i>Complete</i> this form for any participant with missing performance outcomes. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month after the end of a cycle.</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-BH 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-BH PEI Staff

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and MFI RECOVERY CENTER, 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 COUNTY believes that it is in the best interest of the people of Riverside County to provide these services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 19 and Exhibits A, B, C, and D, and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein.

CONTRACTOR

By: Craig Lambdin Date: 7-23-10
Craig Lambdin, Executive Director
MFI Recovery Center, Inc.
5870 Arlington Street, Suite 103
Riverside, CA 92504

COUNTY

By: Chuck Washington Date: AUG 28 2018
Chuck Washington, Chairman
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: Gregory P. Priamos
Deputy County Counsel

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

AUG 28 2018 3.56

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EXHIBIT A

EXHIBIT B

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

EXHIBIT D

ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES:

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

II. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2018, and continue in effect through June 30, 2019. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

This Agreement is by and between the RUHS-BH and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RUHS-BH and CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to RUHS-BH employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. CONTRACTOR is, and shall at all times be

deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility and liability for the acts of its employees or agents as they relate to services provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of RUHS-BH pursuant to this Agreement. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the federal Occupational Safety and Health Administration and California Division of Occupational Safety and Health. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTORS' behalf and for CONTRACTORS' employees, including, but not limited to, all federal and state income taxes and withholdings. RUHS-BH shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RUHS-BH against any and all claims that may be made against RUHS-BH based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement; and CONTRACTOR shall indemnify RUHS-BH for any and all federal or state withholding or retirement payments which RUHS-BH may be required to make pursuant to federal or state law.

Contractor shall maintain, as appropriate, the following:

1. Articles of Incorporation;
2. Amendments of Articles;
3. List of agency's Board of Directors and Advisory Board;
4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;
5. By-laws and minutes of Board meetings.

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of RUHS-BH. Any attempted assignment or delegation in derogation of this paragraph shall be void. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of this paragraph.

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RUHS-BH Risk Manager. If the RUHS-BH's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the RUHS-BH Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the RUHS-BH, at the election of the RUHS-BH's Risk Manager, CONTRACTOR's carriers shall either, 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RUHS-BH, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and/or, 2) if requested to do so orally or in writing by the RUHS-BH Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) and shall provide no less than thirty (30) days written

notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, MHS Administration. CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

4. It is understood and agreed by the parties hereto and the CONTRACTOR's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the RUHS-BH's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of approved subcontractors working under this Agreement.
6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which RUHS-BH may immediately terminate or suspend this Agreement.

XII. LIMITATION OF RUHS-BH LIABILITY:

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

XIII. WARRANTY AGAINST CONTINGENT FEES:

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

XIV. NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship/internship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR (or his designee) and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for

employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical/mental disability.

3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining Agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible from future contracts involving federal, state or COUNTY funds.

B. Services, Benefits, and Facilities:

1. CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, gender, age, sexual preference, marital status, physical/mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.
2. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of presenting the complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with RUHS-BH's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the reporting requirements as mandated by law. The RUHS-BH shall provide instruction and direction regarding RUHS-BH policies and procedures for meeting reporting requirements.
- B. CONTRACTOR shall provide the RUHS-BH with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. RUHS-BH may provide additional instructions on reporting requirements as required by RUHS-BH or State guidelines.
- C. CONTRACTOR shall participate in the RUHS-BH's Management Information System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report program, individuals served and staff data about the CONTRACTOR's program and services, by the fifth (5th) working day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form (Attachment A)

to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the State.

1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident which requires medical treatment;
 - c. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations shall be reported to the local health officer in addition to the State;
 - d. Poisonings;
 - e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
 - f. Fires or explosions which occur in or on the premises.
2. Information provided shall include the following:
 - a. Residents' name, age, sex, and date of admission;
 - b. Date, time and nature of the event;
 - c. Attending physician's name, findings and treatment, if any; and,
 - d. The items below shall be reported to the State within ten (10) working days following the occurrence:
 - i. The organizational changes specified in Section 10531(a) of this subchapter;
 - ii. Any change in the licensee's or applicant's mailing address; and,
 - iii. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

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

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

- A. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- B. The CONTRACTOR shall not disclose confidential participant identifying information except as authorized by participant, participants' legal representative or as permitted by Federal or State law, to anyone other than the RUHS-BH or State without prior valid authorization from the participant or participants' legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.

- C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide the RUHS-BH with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.
- D. For purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual and their past, present, or future physical or mental health condition. This includes, but is not limited to, any combination of the person's name, address, Social Security Number, date of birth, identifying number, symbol, or other particular identifier assigned to the individual, such as finger or voice print, or photograph.
- E. Notification of Electronic Breach or Improper Disclosure: During the term of this Agreement, CONTRACTOR shall notify RUHS-BH, immediately upon discovery of any breach of Protected Health Information (PHI) and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the RUHS-BH Compliance Officer within two (2) business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the RUHS-BH Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below.

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

- F. Safeguards: The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of RUHS-BH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR shall provide RUHS-BH with information concerning such safeguards as RUHS-BH may reasonably requests from time to time.
- G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The CONTRACTOR shall enforce administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data.
- H. The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs, thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).
- I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other internet transport protocol unless the data is encrypted by a solution that has been

validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.

- J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.
- K. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. RUHS-BH makes no warranty or representation that compliance by CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.
- L. The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- M. CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to, comply with said confidentiality provisions.

XVIII. RECORDS:

All records shall be available for inspection by the designated auditors of RUHS-BH, State Department of Health Care Services, State Department of Justice, State Department of Mental Health Services and Oversight and Accountability Commission, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. Records include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement, working papers, reports, financial records or books of account, medical records, prescription files, and subcontracts. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the RUHS-BH. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of ten (10) years after final payment under Agreement.

A. Program Participant Records.

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

B. Financial Records.

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails

reflecting the true cost of the services rendered. Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California.

C. Financial Record Retention.

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

D. Participant Record Retention.

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

E. Shared Records/Information.

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

F. Property of participant records.

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

XIX. STAFFING:

CONTRACTOR shall comply with the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services they provide in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of Regulations (CCR), the Business and Professions Code, State Department of Health Care Services policy letters, and any amendments thereto. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges all its officers; employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the Federal "List of Excluded Parties" registry. All employees of CONTRACTOR providing services on behalf of RUHS-BH shall pass a LiveScan, background check and be tested for Tuberculosis (TB).

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

1. A list of persons who are providing services hereunder by name, title, professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and any other information deemed necessary by the Director or designee.
2. Personnel files for each staff member, including subcontractors and volunteers, approved by RUHS-BH, that includes at minimum the following:
 - a. Resume/application, proof of current licensure, certification, registration;
 - b. List of Training, including cultural competency;
 - c. Annual job performance evaluation; and,
 - d. Personnel action document for each change in status of the employee.

- e. Results of LiveScan, background check and TB test.
- B. CONTRACTOR shall provide an initial orientation to the program, program goals, policy and procedure review, emergency procedures and treatment services.
- C. CONTRACTOR shall institute and maintain a training program in which professional and other appropriate personnel shall participate.
- D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the participants from violent behavior.
- E. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- F. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about contractor's policies and procedures for detecting and preventing fraud, waste, and abuse in federal, state and local health care programs. Contractor shall also include in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.
- H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding Staffing and/or Employee compensation. All payments or compensation made to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll or other auditable documentation justifying the payment or compensation.
- I. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. Contractor shall submit, via email, the completed CARF form to its designated COUNTY Program Analyst for review and approval. The COUNTY designated Program Analyst will then review CARF for accuracy and will then submit CARF to the COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst will communicate with the CONTRACTOR, via email, with confirmation of submission for processing, and a COUNTY I.T. or ELMR personnel will contact the CONTRACTOR direct, via

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

- J. CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members, employees, associates, and agents through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medical List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less frequently than monthly thereafter. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are found listed on this site and what action has been taken to remedy the matter. Contractor shall establish their own procedures to ensure adherence to these requirements.

XX. CULTURAL COMPETENCY PLAN:

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

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

Riverside University Health System-Behavioral Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

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

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST:

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

XXIII. WAIVER OF PERFORMANCE:

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

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

XXVI. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other party.
- B. The RUHS-BH may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- C. The RUHS-BH reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The RUHS-BH may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The RUHS-BH may terminate this Agreement immediately if, in the opinion of the Director of Behavioral Health, CONTRACTOR fails to provide for the health and safety of participant(s) served under this Agreement. In the event of such termination, the RUHS-BH may proceed with the work in any manner deemed proper to the RUHS-BH.

- F. If CONTRACTOR fails to comply with the conditions of this Agreement, RUHS-BH may take one or more of the following actions as appropriate:
1. Temporarily withhold payments pending correction of the deficiency.
 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to RUHS-BH if any disallowance is rendered after audit findings.
- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
1. CONTRACTOR shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 - c. If participants are to be transferred to another program for services, furnish to RUHS-BH, upon request, all participant information and documents deemed necessary by RUHS-BH to affect an orderly transfer;
 - d. If appropriate, assist RUHS-BH in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the RUHS-BH, which approval or ratification shall be final for all purposes of this clause;
 - f. Transfer to RUHS-BH and deliver in the manner, at the times, and to the extent, if any, as directed by RUHS-BH, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to RUHS-BH; and
 - g. Take such action as may be necessary, or as RUHS-BH may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which RUHS-BH has or may acquire an interest;
- H. RUHS-BH shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the RUHS-BH and not renewed for a subsequent fiscal year, RUHS-BH reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this agreement, the RUHS-BH reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the RUHS-BH at a rate of no less than 5% of the balance.

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

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

XXVII. DISPUTE:

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

XXVIII. SEVERABILITY:

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

XXIX. VENUE:

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

XXX. NOTICES:

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

CONTRACTOR:

**MFI RECOVERY CENTER, INC.
5870 ARLINGTON STREET
SUITE 103
RIVERSIDE, CA 92504**

COUNTY:

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

INFORMATIONAL COPY TO:

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