

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



ITEM
3.31
(ID # 10095)

MEETING DATE:

Tuesday, August 6, 2019

FROM: RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve an Increase to the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Contract Aggregate and Ratify and Approve the Behavioral Health Agreements with Special Service for Groups, Inc. and Vision y Compromiso, Inc., All Districts. [FY18/19 MHSA PEI Aggregate \$5,015,556 and FY19/20 through FY21/22 MHSA PEI Aggregate \$5,461,295 Annually; Up to \$546,130 in Additional Compensation per Fiscal Year; \$21,399,441 Total for 4 Years; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the following increases to the MHSA PEI Contract Aggregate for the providers listed in Attachment A:
FY18/19 increase the aggregate by \$93,952 from \$4,921,604 to \$5,015,556
FY19/20 through FY21/22 increase the annual aggregate by \$539,691 from \$4,921,604 to \$5,461,295;
2. Ratify and approve the new agreements with Special Service for Groups, Inc., for the Strengthening Intergenerational/Intercultural Ties in Immigrant Families (SITIF) Program in the amount of \$319,935 and Vision y Compromiso, Inc. for the Promotores(as) de Salud Mental y Bienestar Program (Mental Health and Well Being Promoters) in the amount of \$439,128 for the term April 1, 2019 through June 30, 2020 and authorize the Chairman of the Board to execute the Agreements on behalf of the County; and

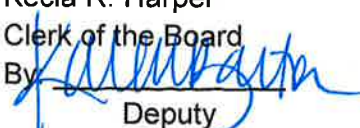
ACTION:Policy


Matthew Chang, Director 6/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By 
Deputy

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3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: a) sign renewals and amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; b) move the allocated funds among the vendors; and c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the approved annual aggregate amounts through June 30, 2022.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$5,015,556	\$5,461,295	\$21,399,441	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 18/19 – 21/22	

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 which is in effect through June 30, 2020. The MHSA Three-Year Expenditure plan for FY20/21- 22/23 will be submitted to the BOS for subsequent fiscal years. The MHSA Expenditure Plan 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 28, 2018, (3-56), the Board of Supervisors approved an annual aggregate amount of \$4,921,604 for the PEI programs through June 30, 2021. As a result of the Request for Proposal (RFP) MHARC-220 - PEI Promotores and RFP MHARC-232 - PEI SITIF, Riverside University Health System – Behavioral Health (RUHS-BH) is requesting approval of the new agreements with Vision y Compromiso, Inc., and Special Service for Groups, Inc., and approval to increase the PEI Annual Contract Aggregate to \$5,015,556 for FY 18/19 and to \$5,461,295 for FY 19/20, annually through June 30, 2022.

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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

On December 18, 2017, RFP #MHARC-220 - PEI Promotores(as) de Salud Mental y Bienestar (Mental Health and Well Being Promoters) Program, hereafter referred to as Promotores, was released via the Public Purchase website, which notified 135 organizations and 341 individuals. Organizations had the opportunity to submit proposals for each geographic region – Western, Mid-County and Desert. Five (5) proposals were responsive with regards to having all the required sections. The evaluation committee deemed the lowest responsive/responsible bidder to be Vision y Compromiso, Inc., for the Western and Desert Regions.

On April 2, 2018, RFP #MHARC-232 – PEI Strengthening Intergeneration/Intercultural Ties in Immigrant Families program, hereafter referred to as SITIF, was released via the Public Purchase website, which notified 190 organizations and 352 individuals. Organizations had the opportunity to submit proposals for each geographic region – Western, Mid-County and Desert. One (1) proposal was received from Special Service for Groups, Inc. The evaluation committee recommended to move forward and award the contract to Special Service for Groups, Inc., for the Western and Mid-County Regions.

**Attachment A
PEI Service Providers**

Contractor Name	Program Name	FY18/19 Contract Amount	FY19/20 – FY21/22 Annual Contract Amount
Community Connect	Crisis HELPLine & Community Outreach	\$86,135	\$86,135
Family Health & Support Network	BRAAF - Boys	\$257,391	\$257,391
Family Health & Support	BRAAF - Girls Pilot Program	\$329,052	\$329,052

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Network			
Family Service Association	Older Adult	\$223,858	\$223,858
Inland Caregiver Resource Center	PEARLS	\$365,532	\$365,532
JUSD	CBITS	\$94,375	\$94,375
MFI Recovery	Strengthening Families Program	\$375,366	\$375,366
Operation Safehouse	CBITS	\$448,276	\$448,276
Operations Safehouse	Peer-to-Peer	\$350,664	\$350,664
Operations Safehouse	Stress and Your Mood	\$524,332	\$524,332
Operations Safehouse	Youth Outreach	\$73,084	\$73,084
Reach Out	Mamas y Bebes Program	\$111,855	\$111,855
Recovery Innovations	Contact for Change	\$304,360	\$304,360
Riverside Community College District	Seeking Safety	\$74,627	\$74,627
Riverside County Black Chamber of Commerce	BRAAF - Boys	\$238,533	\$238,533
Riverside Latino Commission	Strengthening Families Program	\$168,623	\$168,623
Sigma Beta Xi	BRAAF - Boys	\$278,285	\$278,285
Special Service for Groups	SITIF	\$71,629	\$248,306
The Carolyn E. Wylie Center	Seeking Safety	\$87,518	\$87,518
The Carolyn E. Wylie Center	Triple P Program	\$205,767	\$205,767
The Center	Older Adult	\$87,743	\$87,743
Victor Community Support Services	Peer-to-Peer	\$173,518	\$173,518
Vision y Compromiso	Promotores(as)	\$85,033	\$354,095
Total Aggregate		\$5,015,556	\$5,461,295

Total Cost for 4 years

\$21,399,441


Teresa Summers, Director of Purchasing 7/12/2019


Brianna Lantajo, Management Analyst 7/30/2019


Gregory L. Priamos, Director County Counsel 7/17/2019

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as **COUNTY** and **VISION Y COMPROMISO** 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: Maria Lemus Date: 5/11/19
Maria Lemus
Visión y Compromiso
1000 N. Alameda Street, Third Floor
Los Angeles, CA 90012

COUNTY

By: Chuck Washington Date: 5/6/19
Chuck Washington Kevin Jeffries
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: [Signature]
Deputy County Counsel

ATTEST:
KECIA B. HARPER, Clerk
By: [Signature] DEPUTY

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EXHIBIT A

EXHIBIT B

EXHIBIT C

- 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 April 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to one (2) additional year, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by **CONTRACTOR**, **COUNTY (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, **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, **RUHS-BH** shall enforce Agreement provisions and applicable **RUHS-BH** policies identified throughout this agreement.

If at any time **RUHS-BH** determines **CONTRACTOR** is out of compliance with any provision contained within this Agreement, **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 **RUHS-BH** accepts the **CONTRACTOR**'s proposed plan of corrective action, it shall suspend other punitive actions to give **CONTRACTOR** the opportunity to come into compliance. If **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 **RUHS-BH** and **CONTRACTOR** and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between **RUHS-BH** and **CONTRACTOR**. **CONTRACTOR** and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to **RUHS-BH** employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. **CONTRACTOR** is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs

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

CONTRACTOR shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

CONTRACTOR may not delegate the obligations required by this Agreement, either in whole or in part, without prior written consent of **RUHS-BH**. Obligations undertaken by **CONTRACTOR**

pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provision(s) that DIRECTOR (or his designee) may require. No subcontract shall terminate or alter the responsibilities of **CONTRACTOR**.

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

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

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

XII. LIMITATION OF RUHS-BH LIABILITY:

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

XIII. WARRANTY AGAINST CONTINGENT FEES:

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

XIV. NONDISCRIMINATION:

A. Employment:

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

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

B. Services, Benefits, and Facilities:

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

XV. REPORTS/RESEARCH PROTOCOL:

- A. **CONTRACTOR** must adhere to the reporting requirements as mandated by law. The **RUHS-BH** shall provide instruction and direction regarding **RUHS-BH** policies and procedures for meeting reporting requirements.
- B. **CONTRACTOR** shall provide the **RUHS-BH** with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. **RUHS-BH** may provide additional instructions on reporting requirements as required by **RUHS-BH** or State guidelines.
- C. **CONTRACTOR** shall participate in the **RUHS-BH**'s Management Information System (MIS) as required by the DIRECTOR, or his designee. **CONTRACTOR** is required to report program, individuals served and staff data about the **CONTRACTOR**'s program and services, by the fifth (5th) working day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. **CONTRACTOR** shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the **CONTRACTOR** shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. **CONTRACTOR** shall submit an Adverse Incident Report form (Attachment A) to the **COUNTY** within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the

State.

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

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

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

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

A. The **CONTRACTOR** shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The **CONTRACTOR** shall not use identifying information for any purpose other than carrying out the **CONTRACTOR**'s obligations under this Agreement.

B. The **CONTRACTOR** shall not disclose confidential participant identifying information except as authorized by participant, participants' legal representative or as permitted by Federal or State law, to anyone other than the **RUHS-BH** or State without prior valid authorization from the participant or participants' legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.

C. If **CONTRACTOR** receives any requests by subpoena, from attorneys, insurers or

beneficiaries for copies of bills, **CONTRACTOR** will provide the **RUHS-BH** with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.

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

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

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

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

XVIII. RECORDS:

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

A. Program Participant Records.

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

B. Financial Records.

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

C. Financial Record Retention.

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

D. Participant Record Retention.

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

E. Shared Records/Information.

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

F. Property of participant records.

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

XIX. STAFFING:

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

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

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

B. **CONTRACTOR** shall provide an initial orientation to the program, program goals, policy and

procedure review, emergency procedures and treatment services.

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

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

XX. CULTURAL COMPETENCY PLAN:

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

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

Riverside University Health System-Behavioral Health Cultural Competency Program
P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

- D. **CONTRACTOR** agrees to meet with **RUHS-BH's** Cultural Competency Program Manager, as needed, to provide technical assistance in determining and implementing cultural competency activities.
- E. **CONTRACTOR** will be responsible for participating in cultural competency trainings as required

by the **RUHS-BH's** Cultural Competency Plan. In order to attend the **RUHS-BH** offered trainings, **CONTRACTOR** must register on-line through the department's training unit.

- F. CONTRACTOR** is responsible for reporting back to the **RUHS-BH**, annually in writing, all cultural competency related trainings that staff members have attended. The following format is recommended:

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST:

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

XXIII. WAIVER OF PERFORMANCE:

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

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

By signing this Agreement, the **CONTRACTOR** hereby certifies under penalty of perjury under the

laws of the State of California that the **CONTRACTOR** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following.

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

XXVI. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other party.
- B. The **RUHS-BH** may terminate this Agreement upon thirty (30) days written notice served upon the **CONTRACTOR** if sufficient funds are not available for the continuation of services.
- C. The **RUHS-BH** reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when **CONTRACTOR** has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The **RUHS-BH** may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The **RUHS-BH** may terminate this Agreement immediately if, in the opinion of the Director of Behavioral Health, **CONTRACTOR** fails to provide for the health and safety of participant(s) served under this Agreement. In the event of such termination, the **RUHS-BH** may proceed with the work in any manner deemed proper to the **RUHS-BH**.
- F. If **CONTRACTOR** fails to comply with the conditions of this Agreement, **RUHS-BH** may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency.
 - 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to **RUHS-BH** if any disallowance is rendered after audit findings.

- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the **CONTRACTOR** is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
1. **CONTRACTOR** shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination; 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;
 - c. If appropriate, assist **RUHS-BH** in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - d. 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;
 - e. 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
 - f. 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:

**VISIÓN Y COMPROMISO
1000 N. ALAMEDA ST., 3RD FLR
LOS ANGELES, CA 90012**

COUNTY:

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

INFORMATIONAL COPY TO:

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

EXHIBIT A SCOPE OF SERVICE

CONTRACTOR: VISION Y COMPROMISO
PROGRAM: PROMOTORES (AS) DE SALUD MENTAL Y BIENESTAR
DEPARTMENT ID: 4100221TBD.74720.536240

I. INTRODUCTION

Promotores (as) de Salud Mental y Bienestar Program is an outreach and education approach to build relationship with the Latino community and increase access to mental health services while reducing the stigma associated with mental illness. Because Promotores (as) come from the communities they serve, they can address access barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system. Furthermore, since they usually provide services in the community when and where it is convenient to community members, they help decrease barriers due to limited resources, lack of transportation, and limited availability. In addition to coming from the communities they serve, Promotores (as) can be characterized by three Ps: Presence in the community, Persistence, and Patience – this builds trust in the community. Relationship with the community is one of the key factors that distinguish Promotores (as) from other health workers.

II. PROGRAM GOALS

The goal of the Promotores(as) de Salud Mental y Bienestar Program is to establish a collaboration and partnership between Riverside University Health System–Behavioral Health and key community leaders from the Latino population identified as Promotores(as); promote awareness of mental health topics and resources to Latino communities; increase access to needed services including Prevention and Early Intervention programs; and to provide supervision and ongoing training to support the community-based work of the Promotores(as) and assist them with developing/enhancing their relationship with the community they serve.

III. TARGET POPULATION CRITERIA

The target population of the Promotores (as) de Salud Mental y Bienestar Program is the Latino community, to include all ages, which are at risk of the development of mental health challenges.

IV. GEOGRAPHICAL LOCATION OF SERVICES

a. Western Region

The Western Region serves Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas.

b. Desert/Eastern Region:

The Desert Region serves areas east of Moreno Valley, including all cities and surrounding unincorporated areas found between Banning/Beaumont and the Arizona state line. Cities include, but are not limited to, Palm Springs, Cathedral City, Desert Hot Springs, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe.

V. GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with Riverside University Health System–Behavioral Health (RUHS-BH), schools, senior centers, community

organizations, non-profit organizations, social service agencies, and local faith-based organizations to address the needs of the population

a. Program

- i. CONTRACTOR will provide Promotores(as) with (40 hours) of training based on the Empowerment Model in which the Promotores(as) are empowered to design their own plan of action as a group, based on their perceived mental health needs of the community. After the Promotores (as) acquire the knowledge and skills they will be encouraged to identify the mental health priorities within the communities and develop a plan of action on how they will address these priorities (in addition to dissemination of health information and health care access facilitation). The final plan of action must be approved by RUHS-BH.

b. Service Sites

- i. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, schools, senior centers, faith-based organizations, libraries, community centers, and also in an individual's home if desired that are located within the targeted communities.
- ii. The facility must be in compliance with any applicable state and local laws and requirements.

c. Service Delivery Requirements

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

- i. Establish a Promotores (as) expert's workgroup comprised of Community Promotores (as) and Health Promotores (as) agencies that have experience training and working with Promotores (as), in proposed region(s), including representatives from RUHS-BH, faith-based organizations, ethnic specific providers, community development organizations, etc.
- ii. The Promotores (as) expert workgroup will identify the specific needs of the Riverside County Latino communities; review established Promotores (as) training curriculums; and select and adapt a 40-hour Promotores (as) Mental Health curriculum designed to train the Promotores (as) about mental health and mental illness. Contractor and workgroup will collaborate with RUHS-BH to evaluate existing curriculum and identify additional areas of training. The curriculum will include, but not be limited to, the following information about working in the community and mental health related materials:
 1. Understanding and identifying warning signs of depression and other mental illness;
 2. Suicide and Suicide Prevention;
 3. How to help a family member or friend;
 4. Addressing stigma associated with seeking mental health care;
 5. Education/awareness of available MHSA Prevention and Early Intervention services in their community; and
 6. Awareness of additional support services available.
- iii. Establish a consistent process of recruitment and selection of Promotores(as) to ensure broad representation of the diversity within the Latino community as well as diversity of the regions:
 1. Across Age groups

2. Reflective of the Latino's general demographics (e.g., gender, sexual orientation,); and
 3. Regional representation.
- iv. Facilitate and coordinate the provision of the 40-hour training that is developed for the Promotores (as).
 - v. As a result of the expert workgroup, develop a Promotores (as) de Salud Mental y Bienestar training binder as well as a flip chart and resource binder to be given to each of the trained Promotores (as).
 - vi. Provide printed materials for use by the Promotores (as).
 - vii. Ensure that Promotores (as) have a current and culturally competent list of local resources.
 - viii. Ensure that Promotores (as) facilitate approximately 20 educational presentations and 10 outreach events, per month, per region (totaling approximately 60 per month Countywide). Presentations will be a minimum of one-hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
 1. Presentations shall be held at non-traditional mental health settings, non-stigmatizing locations where community members have access and are comfortable. These may include but are not limited to parks, community based organizations, and faith based organizations.
 2. Each participant will receive a folder with printed information related to the topics being discussed.
 3. Outreach events/community activities may include, but are not limited to:
 - a. Attendance at health fairs to provide written and verbal information on mental health related topics;
 - b. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities;
 - c. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
 - ix. Provide administrative, supervisory, and clerical support for Promotores (as) de Salud Mental y Bienestar Program activities in each region of the county. These activities will include, but not be limited to, the following:
 1. Provide packages of materials for presentations;
 2. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
 3. Identify additional mental health training needs throughout the community;
 4. Facilitate 2-hour weekly consultation/supervision for Promotores (as). These weekly meetings are designed to provide support for the Promotores (as) and allow for discussion regarding community issues and sharing what is working as well as barriers. These meetings will allow Promotores (as) to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.
 - x. Coordinate activities and the regional implementation of Promotores(as) de Salud Mental y Bienestar Program activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the Promotores(as) and participants abide by the policies of the venue.
 - xi. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the Promotores (as) Mental Health Activities.

- xii. Coordinate and work in partnership with RUHS-BH Regional Outreach Coordinators in order to effectively identify areas of the county that are unserved/underserved.
- xiii. Contractor(s) staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of Promotores (as) de Salud Mental y Bienestar Program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

d. Staffing Responsibilities and Qualifications

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

- i. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- ii. Staffing must include a program Coordinator/Administrator and support staff responsible for data entry and compiling program evaluations. Ensure that staff have training in and/or experience working with individuals and/or families in the areas of mental health, substance abuse, domestic violence, crisis intervention, and how to utilize community resources, support groups and self-help groups.
- iii. Proposers shall specify the number of Promotores(as) they plan to hire to meet the program goal of monthly serving the 1,000 unduplicated individuals countywide, i.e.: 500 per region.
- iv. Ensure all staff providing services and supports receives and complete training and assistance from RUHS-BH, including but not limited to:
 - 1. Mental Health First Aid Training
 - 2. SafeTALK – Suicide Alertness Training
 - 3. Attend annual PEI Summit
- v. Ensure that Promotores (as) possess the ability to provide culturally competent services to ethnically and culturally diverse populations.
- vi. Provide administrative, supervisory, and clerical support for Promotores (as).
- vii. Ensure that Promotores (as) are competent to provide the services necessary. Consumers and/or family members can be considered as Promotores (as), if appropriate.
- viii. Ensure that all staff and Promotores (as) working with the communities be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- ix. Ensure the following job description is filled:
 - 1. **Program Coordinator:**
 - a. Provide overall coordination and oversight for Promotores (as) de Salud Mental y Bienestar Program.
 - b. Promote Promotores (as) de Salud Mental y Bienestar Program through public relations with various collaborative partners.
 - c. Encourage and support program staff to communicate and work with the RUHS-BH Staff Development Officer and Social Service Planner regarding training, implementation, outcome measures consultation, challenges, and successes within the program.
 - d. Ensure that Promotores (as) de Salud Mental y Bienestar Program operates within budgetary guidelines.
 - e. Facilitate and coordinate the provision of the 40-hour training that is developed for the Promotores (as).
 - f. Ensure that Promotores (as) have a current and culturally competent list of local resources.

- g. Provide printed materials for use by the Promotores (as).
- h. Coordinate activities and the regional implementation of Promotores (as) de Salud Mental y Bienestar Program activities in each region of the county.
- i. Provide administrative, supervisory, and clerical support for Promotores (as) de Salud Mental y Bienestar Program activities in each region of the county.
- j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.

2. Promotores(as) de Salud Mental y Bienestar: (Mental Health Promoter)

- a. Facilitate approximately 10 outreach events per month, per region (totaling approximately 20 per month Countywide).
- b. Attendance at community cultural events and fairs to provide written and verbal information on mental health related topics.
- c. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities.
- d. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- e. Responsible for the on-going recruitment of community members interested in workshop presentations; maintains positive relationships with local service organizations, churches and community neighborhood centers.
- f. Assist in monthly collection of data and report preparation.

VI. REGULATORY COMPLIANCES

CONTRACTOR shall:

- a. 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.
- b. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- c. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

VII. DOCUMENTATION OF SERVICES

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 Mental Health Oversight and Accountability Commission and Riverside University Health System – Behavioral Health. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH. These records shall include but are not limited to:

- a. Expert workgroup sign in sheets that include the participant name, date, time, and location of the meeting. CONTRACTOR shall provide meeting minutes from each workgroup.

- b. Promotores (as) training sign in sheets shall include the participant name, date, time, and location of the training. CONTRACTOR shall provide copies of material that was presented/discussed.
- c. Monthly documentation of each presentation and support group(s) facilitated by a Promotores (as) which will include sign in sheets with the participant name, date, time, and location of the presentation. CONTRACTOR shall provide copies of material that was presented/discussed.
- d. Monthly verification forms for each Promotor(a) which include the name of the Promotor(a), the date of service, name and duration of the event, estimated number of participants, demographic information of participants, list of materials distributed, and the number of contacts per hour for each occurrence.
- e. Documentation of outreach efforts on a monthly basis, which may include but not be limited to date, time and location of health fairs.
- f. Prior to conducting any Promotores (as) presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder; flip chart; and resource binder.
- g. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.
- h. Copies of completed outcome measures.
- i. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- j. Data entry into the County Management Information System may be required.

VIII. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS - BH Research Protocol (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. 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. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS - BH throughout the year.

a. Goals, Outcome Measurement Tools, and Outcome Expectations:

- i. Promotores (as) attending the 40-hour training will be administered a pre and post-test as well as a satisfaction survey. In addition, CONTRACTOR will provide satisfaction surveys to participants of all presentations and community activities facilitated by the Promotores (as). The above listed outcome measures will be given to RUHS-BH for evaluation.
- ii. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the Promotores (as).
- iii. Eighty percent (80%) of individuals will indicate that the presentation/services assisted them in the awareness of prevention and early intervention, reduction of stigma, and utilization of community resources.

b. Performance-Based Criteria:

- i. 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 CONTRACTOR'S ability to provide the required services and to monitor the quality of the services.

- ii. 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. **The Performance-Based Criteria for Promotores(as) de Salud Mental y Bienestar Program are as follows:**

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Promotores (as) de Salud Mental y Bienestar Program. Approximately 1000 unduplicated participants per month.	CONTRACTOR will submit all required documentation for each person participating in the program.	1000 unduplicated participants per month countywide will participate in the program.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol (Exhibit D).	CONTRACTOR will administer and complete appropriate outcome measures in formats and schedules designated by RUHS-BH.	Outcome measure(s) will be given at the start and end of the Promotores(as) de Salud Mental y Bienestar Program and/or at any additional intervals as determined by RUHS-BH.
3. CONTRACTOR will provide the program in line with the curriculum developed and approved by the expert workgroup and RUHS-BH.	Verification of staff training, utilization of program manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

IX. DISASTER PREPAREDNESS

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

X. COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

**EXHIBIT B – MHSA
LAWS, REGULATIONS AND POLICIES**

CONTRACTOR: VISION Y COMPROMISO
PROGRAM: PROMOTORES (AS) DE SALUD MENTAL Y BIENESTAR
DEPARTMENT ID: 4100221TBD.74720.536240

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

FEDERAL

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

STATE

- Mental Health Services – Welfare and Institutions Code § 5000 to 5914
- Laura's Law – Assembly Bill 1367
- The California Child Abuse and Neglect Reporting Act (CANRA) 2013
- Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.
- Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
- Government Code § 26227 (Contracting with County)
- Government Code § 8546.7 (Audits)
- Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
- Welfare & Institution Code §§ 14705 and 14725
- Welfare & Institution Code §§ 18350 et seq.
- State Department of Health Care Services Publications
- Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
- Welfare and Institutions Code 17608.05 (Maintenance of Effort)
- Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
- Centers for Medicare and Medicaid Services Manual
- Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
- 2 C.C.R. Division 9, Chapter 1
- DMH Letter 03-04 (Health Care Facility Rates)
- DMH Letter 86-01 (Life Support Supplemental Rate)
- 22 C.C.R. § 70707
- Government Code § 7550 (Reports)
- Welfare and Institutions Code § 14132.47

COUNTY

Behavioral Health Policies

- Code of Ethics – Policy 108
- Cultural Competence – Policy 162
- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Health Privacy & Security – Board of Supervisors Policy B-23
- Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
- Harassment in the Workplace - Board of Supervisors Policy C-25
- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement

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EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VISION Y COMPROMISO
PROGRAM NAME: PROMOTORES (AS) DE SALUD MENTAL Y BIENESTAR
DEPARTMENT ID: 410022TBD-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 County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
 - ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

☒ The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.

☐ The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$85,032.55 and FY 2019/2020 shall be \$354,095 for a combined amount of \$439,127.55, subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. START-UP REIMBURSEMENT

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

D. START-UP COST FURNISHINGS AND EQUIPMENT:

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

includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.

5. CAPITAL ASSETS:

- a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
- b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

E. BUDGET:

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

F. MEDI-CAL (M/C):

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

G. LOCAL MATCH REQUIREMENTS:

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

H. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal.

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

I. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is

received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

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

J. RECOGNITION OF FINANCIAL SUPPORT:

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

K. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

- a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
 6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
 7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.
 9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

L. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an

accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":

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

M. BANKRUPTCY:

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

N. AUDITS:

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

O. TRAINING:

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

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RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: Vision y Compromiso	FISCAL YEAR: 2018/2019
PROGRAM NAME: PROMOTORES(AS) de Salud Mental (Mental Health Promotores)	PERFORMANCE PERIOD: 4/1/2019-6/30/2019
DEPT ID/REGION: MHSA PEI: East/Desert Region	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$36,570.77 - PRORATED FOR 3 MONTHS	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	INDIRECT SVC
MODE OF SERVICE:	45
SERVICE FUNCTION:	10/20

CATEGORY DESCRIPTION	PROGRAM			OUTREACH		
	Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B
1. Personnel Expenditures (from Staffing Detail)						
a. Program Coordinator @ .50 FTE	2,343.75	643.34	2,987.09	2,343.75	643.34	2,987.09
b. Program Promotores(as): 3 promotores @ \$18/hr x 20 hrs/wk x 48 weeks	7,560.00	927.50	8,487.50	3,240.00	397.50	3,637.50
d. Director of Programs/Program Manager @ .07 FTE	770.00	188.96	958.96	192.50	47.29	239.79
e. Training Coordinator @ .025 FTE	302.09	83.96	386.05	0.00	0.00	0.00
f. Administrative Assistant @ .25 FTE	1,093.75	333.54	1,427.29	729.17	222.29	951.46
Total Personnel Expenditures	12,069.59	2,177.30	14,246.89	6,505.42	1,310.42	7,815.84

2. Operating Expenditures						
a. Rent, Utilities	854.79					468.96
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)	427.50					234.38
c. Mileage, Transportation	1,327.29					568.96
d. Materials and Supplies	264.59					135.84
e. Educational Presentations	3,867.09					0.00
f. Outreach Activities	0.00					1,588.54
Start Up Costs (first year only)	0.00					0.00
Total Operating Expenditures	6,741.26					2,996.68

3. Indirect Administrative Expenses						
a. Administrative Cost (not to exceed 15%)	3,148.22					1,621.88
Total Indirect Administrative Expenses	3,148.22					1,621.88
Total Program Budget	24,136.37					12,434.40

FUNDING SOURCE DOCUMENT 2018-19 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE

Ann Marie Foglio, MHSA Administration / BEI

DATE: 5-10-19

PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE

Marilyn Luckett, Fiscal Accounting Unit

DATE: 5/16/19

Phone: 951-358-4574

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: Vision y Compromiso			FISCAL YEAR:			2018/2019		
PROGRAM NAME: PROMOTORES(AS) de Salud Mental (Mental Health Promotores)			PERFORMANCE PERIOD:			4/1/2019-6/30/2019		
DEPT ID/REGION: MHSA PEI: Western Region			MONTHLY REIMBURSEMENT:			ACTUAL COST		
CONTRACT MAXIMUM OBLIGATION: \$38,881.78 - PRORATED FOR 3 MONTHS + \$9,580 START UP = \$48,461.78			YEAR END SETTLEMENT:			ACTUAL COST		
MODALITY:			INDIRECT SVC					
MODE OF SERVICE:			45					
SERVICE FUNCTION:			10/20					
CATEGORY DESCRIPTION			PROGRAM			OUTREACH		
			Salaries	Benefits	Ttl S&B	Salaries	Benefits	Ttl S&B
1. Personnel Expenditures (from Staffing Detail)								TOTAL
a. Program Coordinator @ .50 FTE			2,343.75	643.34	2,987.09	2,343.75	643.34	2,987.09
b. Program Promotores(as): 3 promotores @ \$18/hr x 20 hrs/wk x 48 weeks			7,560.00	927.50	8,487.50	3,240.00	397.50	3,637.50
d. Director of Programs/Program Manager @ .08 FTE			880.00	216.88	1,096.88	220.00	54.17	274.17
e. Training Coordinator @ .025 FTE			302.09	83.96	386.05	0.00	0.00	386.05
f. Administrative Assistant @ .20 FTE			1,093.75	333.54	1,427.29	729.17	444.59	1,173.76
Total Personnel Expenditures			12,179.59	2,205.22	14,384.81	6,532.92	1,539.60	8,072.52
2. Operating Expenditures								
a. Rent, Utilities			863.54			471.04		
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			431.88			235.42		
c. Mileage, Transportation			1,425.84			611.04		
d. Materials and Supplies			472.92			136.04		
e. Educational Presentations			3,867.09			0.00		
f. Outreach Activities			0.00			1,588.54		
Start Up Costs (first year only)			9,580.00			0.00		
Total Operating Expenditures			16,641.27			3,042.08		
3. Indirect Administrative Expenses								
a. Administrative Cost (not to exceed 15%)			4,653.91			1,667.19		
Total Indirect Administrative Expenses			4,653.91			1,667.19		
Total Program Budget			35,679.99			12,781.79		
						48,461.78		

FUNDING SOURCE DOCUMENT 2018-19 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE

DATE: 5-10-19

Ann Marie Foglio, MHSA Administration / PEI

PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE

DATE: 5/16/19

Marilyn Luckett, Fiscal Accounting Unit

Phone: 951-358-4574

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: Vision y Compromiso	FISCAL YEAR: 2019/2020
PROGRAM NAME: PROMOTORES(AS) de Salud Mental (Mental Health Promotores)	PERFORMANCE PERIOD: 7/1/2019-6/30/2020
DEPT ID/REGION: MHSA PEI: Western Region	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$178,556	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	INDIRECT SVC
MODE OF SERVICE:	45
SERVICE FUNCTION:	10/20

CATEGORY DESCRIPTION	PROGRAM			OUTREACH		
	Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B
1. Personnel Expenditures (from Staffing Detail)						
a. Program Coordinator @ .50 FTE	\$11,250	\$3,088	\$14,338	\$11,250	\$3,088	\$14,338
b. Program Promotores(as): 3 promotores @ \$18/hr x 20 hrs/wk x 48 weeks	\$36,288	\$4,452	\$40,740	\$15,552	\$1,908	\$17,460
d. Director of Programs/Program Manager @ .08 FTE	\$4,224	\$1,041	\$5,265	\$1,056	\$260	\$1,316
e. Training Coordinator @ .025 FTE	\$1,450	\$445	\$1,895	\$0	\$0	\$0
f. Administrative Assistant @ .20 FTE	\$5,250	\$1,601	\$6,851	\$3,500	\$1,067	\$4,567
Total Personnel Expenditures	\$58,462	\$10,627	\$69,089	\$31,358	\$6,323	\$37,681

2. Operating Expenditures						
a. Rent, Utilities			\$4,145			\$2,261
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$2,073			\$1,130
c. Mileage, Transportation			\$6,844			\$2,933
d. Materials and Supplies			\$2,270			\$653
e. Educational Presentations			\$18,562			\$0
f. Outreach Activities			\$0			\$7,625
Total Operating Expenditures			\$33,894			\$14,602

3. Indirect Administrative Expenses						
a. Administrative Cost (not to exceed 15%)			15,447			7,842
Total Indirect Administrative Expenses			\$15,447			\$7,842
Total Program Budget			\$118,430			\$60,125

FUNDING SOURCE DOCUMENT 2019-20 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE

Ann Marie Foglio, MHSA Administration / PEI

DATE: 5/10/19

PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE

Marilyn Luckett, Fiscal Accounting Unit

DATE: 5/16/19

PHONE: 951-358-4574

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: Vision y Compromiso		FISCAL YEAR: 2019/2020	
PROGRAM NAME: PROMOTORES(AS) de Salud Mental (Mental Health Promotores)		PERFORMANCE PERIOD: 7/1/2019-6/30/2020	
DEPT ID/REGION: MHSA PEI: East/Desert Region		MONTHLY REIMBURSEMENT: ACTUAL COST	
CONTRACT MAXIMUM OBLIGATION: \$175,539		YEAR END SETTLEMENT: ACTUAL COST	

MODALITY: INDIRECT SVC	
MODE OF SERVICE: 45	
SERVICE FUNCTION: 10/20	

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			
	Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B	TOTAL
1. Personnel Expenditures (from Staffing Detail)							
a. Program Coordinator @ .50 FTE	\$11,250	\$3,088	\$14,338	\$11,250	\$3,088	\$14,338	\$28,676
b. Program Promotores(as): 3 promotores @ \$18/hr x 20 hrs/wk x 48 weeks	\$36,288	\$4,452	\$40,740	\$15,552	\$1,908	\$17,460	\$58,200
d. Director of Programs/Program Manager @ .07 FTE	\$3,696	\$907	\$4,603	\$924	\$227	\$1,151	\$5,754
e. Training Coordinator @ .025 FTE	\$1,450	\$403	\$1,853	\$0	\$0	\$0	\$1,853
f. Administrative Assistant @ .25 FTE	\$5,250	\$1,601	\$6,851	\$3,500	\$1,067	\$4,567	\$11,418
Total Personnel Expenditures	\$57,934	\$10,451	\$68,385	\$31,226	\$6,290	\$37,516	\$105,901
2. Operating Expenditures							
a. Rent, Utilities			\$4,103			\$2,251	\$6,354
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$2,052			\$1,125	\$3,177
c. Mileage, Transportation			\$6,371			\$2,731	\$9,102
d. Materials and Supplies			\$1,270			\$652	\$1,922
e. Educational Presentations			\$18,562			\$0	\$18,562
f. Outreach Activities			\$0			\$7,625	\$7,625
Total Operating Expenditures			\$32,358			\$14,384	\$46,742
3. Indirect Administrative Expenses							
a. Administrative Cost (not to exceed 15%)			15,111			7,785	\$22,896
Total Indirect Administrative Expenses			\$15,111			\$7,785	\$22,896
Total Program Budget			\$115,854			\$59,685	\$175,539

2019-20 CLUB Net Funding

Ann Marie Foglio
Ann Marie Foglio, MHSA Administration / PEI

ADMIN SVCS ANALYST SIGNATURE

DATE: 5-10-19
PHONE: 951-955-7169

Marilyn Luckett
Marilyn Luckett, Fiscal Accounting Unit

FISCAL/ACCOUNTANT SIGNATURE

DATE: 5/16/19
PHONE: 951-358-4574

Promotores(as) de Salud Mental Health Program

FY 18-19 & 19-20 Data Collection Guidelines

Mental Health Services Act—Prevention and Early Intervention Program

OVERVIEW

As part of Riverside University Health System—Behavioral Health Prevention (RUHS-BH) 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 Promotores(as) Program will also provide the necessary information to share with all interested stakeholders.

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. We know it can get detailed and takes extra time; however, it is necessary to show all the good work the program is promoting. The evaluation of the Promotores(as) Program will document progress toward addressing the needs of the Hispanic/Latino community with culturally appropriate community based education and outreach with the goal of reducing stigma and providing support and outreach services within the community.

It is really important that program staff use the following guidelines to document participation in the program. The funding provided for this program requires that some basic information be gathered and shared with RUHS-BH and others. All identifying personal information is kept confidential. Data collected is combined to summarize Promotores(as) training, the number of people served by Promotores(as) via one-on-one contact or presentations, the effects of the program, and satisfaction. Participant confidentiality will be respected at all times and no identifying information will be connected to reports summarizing the data collected.

Data collection is organized into three main components: Promotores(as) Training, Presentations and Individual One-on-One contacts. Specific details on the information to be collected and the “How Tos” are provided on the following pages.

PROMOTORES(AS) TRAININGS

Data Collection Tool:	Purpose:	How Tos:
Administrative Forms		
1. Training Attendance Sheet	To document Promotores(as) attendance at training sessions	<p>Collect attendance at each day of training on the Attendance Sheet provided.</p> <p>Keep on file for contract monitoring purposes. This Attendance sheet will be used to complete the Training Summary.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>
2. Training Summary	To provide a summary of the total number of training sessions and the number of Promotores(as) trained.	<p>Record the total number of Promotores(as) trained and the total number of training sessions held at the completion of the 40 hour training.</p> <p>Provide a brief summary of the training. In the summary include any pertinent information on trainers used, lessons learned, positives, and barriers experienced.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>
3. Training Evaluation	To measure training effectiveness. Promotores(as) will have the opportunity to share their satisfaction with and understanding of the overall training and for each topic addressed in the training.	<p>Provide overall training evaluations to Promotores (as) at the completion of the 40 hour training.</p> <p>Keep Attendance Sheets, Training Summary, and copies of Training Evaluations on file at the end of each training.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>

PROMOTORES(AS) PRESENTATIONS

Data Collection Tool:	Purpose:	How Tos:
Administrative Forms		
4. Presentation Sign-In and Activity Form	<p>To document each Mental Health Education Presentation, Health Fair, outreach activities or other events at which Promotores(as) presents mental health information. This form is used to keep a record of date, topic, location, staff, number attending, pamphlet distribution, etc.</p> <p>The sign-in portion of the form documents demographic information on those who attended the presentations or events. Demographic information collected includes age, gender, race, language, and zip code.</p>	<p>Complete a Promotores(as) Presentation Sign-In and Activity Form for each Mental Health Education Presentation completed, as well as, from each event attended.</p> <p>Complete the top section with the name of presentation, staff, location, date etc and place a check mark in the appropriate box for the type of presentation.</p> <p>Request that attendees sign-in as it helps to show the value of providing such presentations and the number attending events. Have sign-in sheet available at presentations and events.</p> <p>Explain to attendees that the sign-in section will only be used to tally a total count of people participating.</p> <p>Remind attendees to sign-in at all presentations and events.</p> <p>Complete this form for any participant with missing performance outcomes.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>

PROMOTORES(AS) PRESENTATIONS

Data Collection Tool:	Purpose:	How Tos:
Administrative Forms cont.		
5. Monthly Individual Contact Summary	The Monthly Individual Contact Summary will be used to report the number of individual contacts made each month along with the type of assistance provided.	<p>Complete a Monthly Individual Contact Summary for each month. This form is required to document the number of individual encounters made.</p> <p>Keep a copy of the summary on file for your records.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>
6. Outreach Activities Form	To document the time and activities done during outreach, which provides useful information.	<p>Complete this form for every outreach activity.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>
7. Justification for Missing Performance Measures	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.	<p>Complete this form for any participant with missing performance outcomes. <u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>
Satisfaction Survey		
8. Presentation Satisfaction Survey	The Satisfaction Survey is used to gather feedback from attendees on their perception of the Mental Health Education Presentations or Modular Presentation. Satisfaction surveys are not collected for large public health fair events.	<p>At the end of each Mental Health Education Presentation have participants complete a Satisfaction Survey. Complete this form for any participant with missing performance outcomes. <u>Submit originals of this form to RUHS-BH PEI staff at monthly fidelity meetings. Copies to be kept by the contractor.</u></p>

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
INCIDENT REPORT - CONFIDENTIAL**

PROGRAM NAME	RU#	STAFF MAKING REPORT
--------------	-----	---------------------

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

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

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

THE EVENTS WHICH OCCURRED ARE AS FOLLOWS:

SUBMISSION DATE: _____ TIME: _____

TO WHOM SUBMITTED: _____

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

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 **SPECIAL SERVICE FOR GROUPS, A DOMESTIC NONPROFIT**, 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: Herbert K Hatanaka Date: 4-3-19
Herbert K Hatanaka, DSW
Special Service for Groups
905 E. 8th Street
Los Angeles, CA 90021

COUNTY

By: Chuck Washington Date: 8/6/19
~~Chuck Washington~~ Kevin Jeffries
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: Gregory P. Priamos
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: Karla R. Harper
DEPUTY

8.6.19 3.31

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EXHIBIT A

EXHIBIT B

EXHIBIT C

- 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 April 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to one (2) additional year, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by **CONTRACTOR**, **COUNTY (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, **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, **RUHS-BH** shall enforce Agreement provisions and applicable **RUHS-BH** policies identified throughout this agreement.

If at any time **RUHS-BH** determines **CONTRACTOR** is out of compliance with any provision contained within this Agreement, **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 **RUHS-BH** accepts the **CONTRACTOR**'s proposed plan of corrective action, it shall suspend other punitive actions to give **CONTRACTOR** the opportunity to come into compliance. If **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 **RUHS-BH** and **CONTRACTOR** and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between **RUHS-BH** and **CONTRACTOR**. **CONTRACTOR** and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to **RUHS-BH** employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. **CONTRACTOR** is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. **CONTRACTOR** assumes the exclusive responsibility and liability for the acts

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

CONTRACTOR shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

CONTRACTOR may not delegate the obligations required by this Agreement, either in whole or in part, without prior written consent of **RUHS-BH**. Obligations undertaken by **CONTRACTOR** pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by **DIRECTOR** (or his designee), meet the requirements of this

Agreement as they relate to the service or activity under subcontract, and include any provision(s) that DIRECTOR (or his designee) may require. No subcontract shall terminate or alter the responsibilities of **CONTRACTOR**.

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of **CONTRACTOR**'s performance of its obligations hereunder. Policy shall name the **RUHS-BH** as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence

combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to **RUHS-BH**, P.O. Box 7549, Riverside, CA 92513-7549, MHSA Administration. **CONTRACTOR** shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

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

XII. LIMITATION OF RUHS-BH LIABILITY:

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

XIII. WARRANTY AGAINST CONTINGENT FEES:

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

XIV. NONDISCRIMINATION:

A. Employment:

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

4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and **CONTRACTOR** may be declared ineligible from future contracts involving federal, state or **COUNTY** funds.

B. Services, Benefits, and Facilities:

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

XV. REPORTS/RESEARCH PROTOCOL:

- A. **CONTRACTOR** must adhere to the reporting requirements as mandated by law. The **RUHS-BH** shall provide instruction and direction regarding **RUHS-BH** policies and procedures for meeting reporting requirements.
- B. **CONTRACTOR** shall provide the **RUHS-BH** with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. **RUHS-BH** may provide additional instructions on reporting requirements as required by **RUHS-BH** or State guidelines.
- C. **CONTRACTOR** shall participate in the **RUHS-BH**'s Management Information System (MIS) as required by the **DIRECTOR**, or his designee. **CONTRACTOR** is required to report program, individuals served and staff data about the **CONTRACTOR**'s program and services, by the fifth (5th) working day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. **CONTRACTOR** shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the **CONTRACTOR** shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. **CONTRACTOR** shall submit an Adverse Incident Report form (Attachment A) to the **COUNTY** within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the State.
 1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident which requires medical treatment;

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

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

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

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

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

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

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

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

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

XVIII. RECORDS:

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

A. Program Participant Records.

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

B. Financial Records.

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

C. Financial Record Retention.

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

D. Participant Record Retention.

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

E. Shared Records/Information.

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

F. Property of participant records.

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

XIX. STAFFING:

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

- A.** During the term of this Agreement, **CONTRACTOR** shall maintain and shall provide upon request to authorized representatives of **RUHS-BH**, the following:
1. A list of persons who are providing services hereunder by name, title, professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and any other information deemed necessary by the Director or designee.
 2. Personnel files for each staff member, including subcontractors and volunteers, approved by **RUHS-BH**, that includes at minimum the following:
 - a. Resume/application, proof of current licensure, certification, registration;
 - b. List of Training, including cultural competency;
 - c. Annual job performance evaluation; and,
 - d. Personnel action document for each change in status of the employee.
 - e. Results of LiveScan, background check and TB test.
- B.** **CONTRACTOR** shall provide an initial orientation to the program, program goals, policy and procedure review, emergency procedures and treatment services.
- C.** **CONTRACTOR** shall institute and maintain a training program in which professional and other appropriate personnel shall participate.

- D. **CONTRACTOR** shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the participants from violent behavior.
- E. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- F. The **CONTRACTOR** recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- G. In accordance with section 6032 of the Deficit Reduction Act of 2005, **CONTRACTOR** shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about **CONTRACTOR's** policies and procedures for detecting and preventing fraud, waste, and abuse in federal, state and local health care programs. **CONTRACTOR** shall also include in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of **CONTRACTOR's** policies and procedures for detecting and preventing fraud, waste and abuse.
- H. **CONTRACTOR** shall follow all Federal, State and County policies, laws and regulations regarding Staffing and/or Employee compensation. All payments or compensation made to **CONTRACTOR** Staff, Personnel and/or Employees in association with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll or other auditable documentation justifying the payment or compensation.
- I. **CONTRACTOR** is responsible for notifying the **COUNTY** of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. **CONTRACTOR** is responsible for completing the Computer Account Request Form (CARF) provided by the designated **COUNTY** Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. **CONTRACTOR** shall submit, via email, the completed CARF form to its designated **COUNTY** Program Analyst for review and approval. The **COUNTY** designated Program Analyst will then review CARF for accuracy and will then submit CARF to the **COUNTY'S** Information Technology (I.T.) staff for processing. The **COUNTY'S** designated Program Analyst will communicate with the **CONTRACTOR**, via email, with confirmation of submission for processing, and a County I.T. or ELMR personnel will contact the **CONTRACTOR** direct, via telephone, to confirm receipt of the CARF and provide confirmation that computer access has been granted or changed as requested by the **CONTRACTOR**.
- J. **CONTRACTOR** shall be responsible for confirming the identity and determining the exclusion status of its officers, board members, employees, associates, and agents through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medi-Cal List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less

frequently than monthly thereafter. **CONTRACTOR** shall notify, in writing within thirty (30) calendar days, if and when any **CONTRACTOR'S** personnel are found listed on this site and what action has been taken to remedy the matter. **CONTRACTOR** shall establish their own procedures to ensure adherence to these requirements.

XX. CULTURAL COMPETENCY PLAN:

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

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

Riverside University Health System-Behavioral Health Cultural Competency Program
P.O. Box 7549
Riverside, California 92513
Attention: Cultural Competency Manager
Fax: 951-955-7206

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

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST:

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

XXIII. WAIVER OF PERFORMANCE:

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

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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

XXVI. TERMINATION PROVISIONS:

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

- c. If participants are to be transferred to another program for services, furnish to **RUHS-BH**, upon request, all participant information and documents deemed necessary by **RUHS-BH** to affect an orderly transfer;
 - d. If appropriate, assist **RUHS-BH** in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, **CONTRACTOR** shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement. With respect to these canceled commitments, the **CONTRACTOR** agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the **RUHS-BH**, which approval or ratification shall be final for all purposes of this clause;
 - f. Transfer to **RUHS-BH** and deliver in the manner, at the times, and to the extent, if any, as directed by **RUHS-BH**, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to **RUHS-BH**; and
 - g. Take such action as may be necessary, or as **RUHS-BH** may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of **CONTRACTOR** and in which **RUHS-BH** has or may acquire an interest;
- H. **RUHS-BH** shall continue to pay **CONTRACTOR** at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. In instances where the **CONTRACTOR** agreement is terminated and/or allowed to expire by the **RUHS-BH** and not renewed for a subsequent fiscal year, **RUHS-BH** reserves the right to enter into settlement talks with the **CONTRACTOR** in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, **CONTRACTOR** will be solely responsible for associated costs for their organizations legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. **CONTRACTOR** further understands that if settlement agreements are entered into in association with this agreement, the **RUHS-BH** reserves the right to collect interest on any outstanding amount that is owed by the **CONTRACTOR** back to the **RUHS-BH** at a rate of no less than 5% of the balance.
- J. The rights and remedies of **RUHS-BH** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- K. **CONTRACTOR** shall submit a properly prepared cost report as required by the Cost Report Section found in Exhibit C of this Agreement.

XXVII. DISPUTE:

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

DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the **CONTRACTOR**. The DIRECTOR's decision shall be final.

XXVIII. SEVERABILITY:

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

XXIX. VENUE:

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

XXX. NOTICES:

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

CONTRACTOR:

**SPECIAL SERVICE FOR GROUPS
905 E. 8TH STREET
LOS ANGELES, CA 90021**

COUNTY:

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

**INFORMATIONAL COPY TO:
RIVERSIDE UNIVERSITY HEALTH SYSTEM
BEHAVIORAL HEALTH, MHSA PEI
2085 RUSTIN AVE
RIVERSIDE, CA 92507**

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: SPECIAL SERVICE FOR GROUPS
PROGRAM: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL
TIES IN IMMIGRANT FAMILIES - SITIF
DEPARTMENT ID: 4100221TBD.74720.536240

I. INTRODUCTION

Strengthening Intergenerational / Intercultural Ties in Immigrant Families (SITIF) Program addresses the needs of our culturally diverse Asian-American Pacific Islander (AAPI) community. This program offers Prevention and Early Intervention services for Asian-American Pacific Islander (AAPI) parents with school aged children and adolescents (ages 6-17). CONTRACTOR will provide education and skill development for parents by conducting parent education workshops to Asian-American Pacific Islander parents within community organizations, such as schools, churches, homes, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

Goals include strengthening parenting skills, building family strengths, enhancing youth's school success, and reducing risk factors for behavioral, emotional, and social problems in children and adolescents - i.e., those from communities that are underserved, low-income, exposed to violence, trauma, and other stresses.

III. TARGET POPULATION CRITERIA

The target population of the Strengthening Intergenerational/Intercultural Ties in Immigrant Families (SITIF) is Asian-American Pacific Islander (AAPI) parents with school aged children and adolescents (ages 6-17).

IV. GEOGRAPHICAL LOCATION OF SERVICES

Services will be provide in the Western and Mid-County Regions of Riverside County in the target communities identified below:

a. Western Region

The Western Region serves Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas.

b. Mid-County Region:

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, Perris and other surrounding unincorporated areas.

V. PROGRAM DESCRIPTION

a. Strengthening Intergenerational / Intercultural Ties in Immigrant Families (SITIF) is a Program for Parents with School Aged Children and Adolescents. SITIF is a community-based educational intervention that aims to strengthen the intergenerational relationship between Asian- American Pacific Islander (AAPI) immigrant parents and their school age children and adolescents. SITIF targets parents' affect, cognition, and behaviors. Parents learn to effectively empathize with their child's perspective, to cognitively understand variations in the ethnic and American cultures and its impact on their child's development, values and their intergenerational relationship, and to develop effective behavioral parenting skills. Parents are introduced to methods that may be used to cope with stresses of parenting and migration.

SITIF Program incorporates cultural competency principles, including awareness of cultural differences, knowledge of cultural content (such as norms, customs, language, life style, etc.), accurate assessment and differentiation of culture and pathology, and use of culturally competent interventions.

SITIF is an 10-session program, with two-hour sessions usually held weekly in the evenings, aimed at immigrant Asian-American Pacific Islander (AAPI) parents with school age children and adolescents. The course is offered in the parents' preferred language. Detailed outlines for each class are presented and parents complete weekly homework assignments, which are discussed in class and are individually reviewed by the instructor.

The following is the expected level of service to be provided in EACH of the geographic regions of the county:

CONTRACTOR will provide parent groups per the model serving a combined maximum of 40 parents per region, per year. Each group will have a minimum of six (6) parents enrolled and a maximum of twenty (20) parents enrolled (Ratio 1 Facilitator: 10 Parents). The total number of parents who complete the program per region will be 40 parents. Completion is defined as completing eight (8) out of ten (10) sessions.

b. Staffing Responsibilities and Qualifications

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

- i. Ensure the provision of culturally competent services.
- ii. SITIF team members must attend and satisfactorily complete the initial training(s) for SITIF, which will be coordinated and funded by RUHS-BH. RUHS-BH will provide the SITIF manual program materials and outcome measures.
- iii. Provide administrative, supervisory, and clerical support for the program.
- iv. Ensure all staff providing services and supports receives and complete training and assistance from RUHS-BH, including but not limited to:
 1. Mental Health First Aid Training
 2. SafeTALK – Suicide Alertness Training
 3. Attend annual PEI Summit
- v. Ensure that the SITIF 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(s). CONTRACTOR will comply with findings resulting from EBP fidelity tool(s), which will include one or more of the following: live group observations, audio/video recordings, focus groups, EBP adherence measures, and or chart reviews.
- vi. Provide outcome measures to all program participants as outlined in section 3.8.
- vii. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- viii. Ensure that personnel are competent and qualified to provide the services necessary.
- ix. SITIF is to be provided by a trained Facilitator. Providers are required to have a minimum of two (2) years' experience working with children, and experience with parenting skills and family interactions (this may include working with families as a health care provider, school counselor, social worker, teacher, or

parent educator). An educational course in child development is required (credited course and educational background in counseling desirable).

c. Service Delivery Requirements

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

- i. Services to be provided utilizing Strengthening Intergenerational/Intercultural Ties Immigrant Families (SITIF) Program for Asian-American Pacific Islander (AAPI) immigrant parents with school aged children and adolescents as described in Section 3.5 of this document.
- ii. To implement 10 "Community Education/Outreach Workshops" and conduct three "Bicultural SITIF Parenting Class Series" per region per year with each specific Asian immigrant parent group (i.e. Chinese, Korean, or Vietnamese), the following staffing is suggested:
 1. Parent/Family Specialist - 0.50 FTE: Bachelor's degree in psychology or related field preferred. Each Parent /Family Specialist should be bilingual in the same language as immigrant parents (i.e., Chinese, Korean, or Vietnamese). Effective communication skills with public speaking experience is preferred.
 2. Community Organizer - 0.50 FTE: Bachelor degree preferred. They should have a good understanding of local community experiences and familiar with community resources for the target families. Because this person serves as the liaison between the program and the community, they should have the ability to network with community stakeholders and members, and recruit them to support and/or participate in the program.
 3. Project Director - 0.25 FTE: Master's degree in psychology or related field preferred for staff supervision and program management.
 4. Clerical Aide – 0.025 FTE: This staff person will provide administrative and office support to the Program.
- iii. Services to be provided in a parent group-meeting format as prescribed by the EBP.
- iv. Selected vendor(s) will recruit SITIF team members who are reflective of the target populations to which they are providing the program.
- v. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- vi. Selected provider(s) will participate in 2-hour monthly meetings coordinated and facilitated by RUHS-BH related to implementation of SITIF. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.
- vii. There will be no charge to the program participants.
- viii. Transportation shall be provided as needed to program participants.
- ix. Childcare must be provided for children 0-10 years of age.
- x. Comply with Performance Outcome requirements as stated in Section 2.8.

VI. REGULATORY COMPLIANCES

CONTRACTOR shall:

- a. 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.
- b. Participate in the RUHS–BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS–BH Manager, Supervisor, or their

Designee, with proper identification, shall be allowed to enter and inspect the facility.

- c. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

VII. DOCUMENTATION OF SERVICES

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 Mental Health Oversight and Accountability Commission and Riverside University Health System – Behavioral Health. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH. These records shall include, but are not limited to:

- a. CONTRACTOR shall maintain a log of referrals.
- b. Documentation of individuals/families participating in the SITIF program. Copies of material that was presented/discussed.
- c. Monthly documentation of each session facilitated by the SITIF team that will include sign in sheets noting the date, time, and location of the session. Copies of material that was presented/discussed.
- d. Documentation of outreach recruitment efforts on a monthly basis, which may include but not be limited to date, time, and location of recruitment activities (i.e., parents, schools, etc.).
- e. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.
- f. Copies of completed outcome measures.
- g. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- h. Data entry into the County Management Information System may be required.

VIII. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS - BH Research Protocol (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. 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. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS - BH throughout the year.

a. Goals, Outcome Measurement Tools, and Outcome Expectations:

- i. RUHS-BH will coordinate with evidence-based practice model guidelines and fidelity measurements to determine the required outcome measures to be utilized and monitored for this project. Outcome measures to include but not limited to the "SITIF Parent Evaluation Pre/Post-Test Questionnaire".

b. Performance-Based Criteria:

- i. 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 CONTRACTOR'S ability to provide the required services and to monitor the quality of the services.
- ii. 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. The Performance-Based Criteria for Strengthening Intergenerational / Intercultural Ties in Immigrant Families Program are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the SITIF Program approx. 40 unduplicated participants per region, per year, per target population.	CONTRACTOR will submit all required documentation for each person participating in the program.	40 unduplicated participants per region, per year, per target population countywide will participate in the program.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol (Exhibit D).	CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RUHS-BH.	Outcome measure(s) will be given at the start and end of the SITIF Program and/or at any additional intervals as determined by RUHS-BH.
3. CONTRACTOR will provide the program in line with the curriculum developed and approved by the expert workgroup and RUHS-BH.	Verification of staff training, utilization of program manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

IX. DISASTER PREPAREDNESS

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

X. COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

**EXHIBIT B – MHSA
LAWS, REGULATIONS AND POLICIES**

CONTRACTOR: SPECIAL SERVICE FOR GROUPS
PROGRAM: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL
TIES IN IMMIGRANT FAMILIES - SITIF
DEPARTMENT ID: 410022XXXX.74720.536240

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

FEDERAL

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

STATE

- Mental Health Services – Welfare and Institutions Code § 5000 to 5914
- Laura's Law – Assembly Bill 1367
- The California Child Abuse and Neglect Reporting Act (CANRA) 2013
- Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.
- Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
- Government Code § 26227 (Contracting with County)
- Government Code § 8546.7 (Audits)
- Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
- Welfare & Institution Code §§ 14705 and 14725
- Welfare & Institution Code §§ 18350 et seq.
- State Department of Health Care Services Publications
- Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
- Welfare and Institutions Code 17608.05 (Maintenance of Effort)
- Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
- Centers for Medicare and Medicaid Services Manual
- Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
- 2 C.C.R. Division 9, Chapter 1
- DMH Letter 03-04 (Health Care Facility Rates)
- DMH Letter 86-01 (Life Support Supplemental Rate)
- 22 C.C.R. § 70707
- Government Code § 7550 (Reports)
- Welfare and Institutions Code § 14132.47

COUNTY

Behavioral Health Policies

- Code of Ethics – Policy 108
- Cultural Competence – Policy 162
- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Health Privacy & Security – Board of Supervisors Policy B-23
- Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
- Harassment in the Workplace - Board of Supervisors Policy C-25
- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: SPECIAL SERVICE FOR GROUPS
PROGRAM NAME: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL TIES
IN IMMIGRANT FAMILIES - SITIF
DEPARTMENT ID: 4100221TBD-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 County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
 - ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

- ☒ The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
 - ☐ The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$71,629 and FY 2019/2020 shall be \$248,306 for a combined amount of \$319,935, subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. START-UP REIMBURSEMENT

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

D. START-UP COST FURNISHINGS AND EQUIPMENT:

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

5. CAPITAL ASSETS:

- a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
- b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

E. BUDGET:

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

F. MEDI-CAL (M/C):

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

G. LOCAL MATCH REQUIREMENTS:

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

H. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal.

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

I. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal

Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

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

J. RECOGNITION OF FINANCIAL SUPPORT:

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

K. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

- a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
 6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
 7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.
 9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

L. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an

accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":

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

M. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Behavioral Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Behavioral Health's Program Support Unit. The CONTRACTOR shall submit a properly prepared

Cost Report in accordance with requirements and deadlines set forth in Section I before final payment is made.

N. AUDITS:

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

O. TRAINING:



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

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET - PRORATED FOR 3 MONTHS

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC.		FISCAL YEAR: 2018/2019	
PROGRAM NAME: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL TIES IN IMMIGRANT FAMILIES (SITIF)		PERFORMANCE PERIOD: April 1, 2019 - June 30, 2019	
DEPT ID/REGION: MHSA PEI - MID COUNTY		MONTHLY REIMBURSEMENT:	ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: 22,916		YEAR END SETTLEMENT:	ACTUAL COST
MODALITY:		INDIRECT SVC	
MODE OF SERVICE:		45	
SERVICE FUNCTION:		10/20	
CATEGORY DESCRIPTION	PROGRAM	OUTREACH	

1. Personnel Expenditures (from Staffing Detail)									
Job Title/FTE	Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B	Salaries	Benefits	TOTAL
a. Parent /Family Specialist/Community Organizer (.67 FTE)	\$3,500	\$1,075	\$4,575	\$3,500	\$1,075	\$4,575	\$4,575	\$1,075	\$9,150
b. Project Director (.033 FTE)	\$500	\$150	\$650	\$500	\$150	\$650	\$650	\$150	\$1,300
c. Project Director (.133 FTE)	\$1,180	\$375	\$1,555	\$1,180	\$375	\$1,555	\$1,555	\$375	\$3,110
d. Clinical Aide (.17 FTE)	\$780	\$250	\$1,030	\$780	\$250	\$1,030	\$1,030	\$250	\$2,060
Personnel Expenditures	\$5,960	\$1,850	\$7,810	\$5,960	\$1,850	\$7,810	\$7,810	\$1,850	\$15,620
2. Operating Expenditures									
a. Rent, Utilities			\$450			\$450			\$900
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$100			\$100			\$200
c. Mileage, Transportation			\$200			\$200			\$400
d. Other Operating Expenses:									
1) Cell Phone			\$150			\$150			\$300
2) Program supplies			\$100			\$100			\$200
3) Meeting Expenses			\$200			\$200			\$200
4) Incentives - grocery cards			\$200			\$200			\$200
5) Bus passes			\$150			\$150			\$150
6) Childcare			\$800			\$800			\$800
7) Language Proficiency screening/background checks (staff)			\$60			\$60			\$120
e. First Year Start-Up Costs (FY18/19)			\$1,500			\$1,500			\$1,500
Operating Expenditures			\$3,910			\$3,910			\$4,970
Total S/B and Operating Expenditures			\$11,720			\$11,720			\$20,590



3. Indirect Administrative Expenses									
a. Administrative Cost			\$1,324			\$1,324			\$2,326
			11.30%			11.30%			11.30%
Total Indirect Administrative Expenses			\$1,324			\$1,324			\$2,326
Total Program Budget			\$13,044			\$13,044			\$22,916

FUNDING SOURCES DOCUMENT: FY 2018/2019 MH OI B&E FUNDING		DATE: 5-21-19
ADMIN SVCS ANALYST SIGNATURE: 	PREPARED BY: Ann Marie Foglio	Phone: 951-955-7169
FISCAL ACCOUNTANT SIGNATURE: 	PREPARED BY:	DATE: 5/26/19
		Phone:

**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET - PRORATED FOR 3 MONTHS**

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC.		FISCAL YEAR: 2018/2019	
PROGRAM NAME: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL TIES IN IMMIGRANT FAMILIES (SITIF)		PERFORMANCE PERIOD: April 1, 2019 - June 30, 2019	
DEPT ID/REGION: MHSA PEI - WESTERN		MONTHLY REIMBURSEMENT:	ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$48,713		YEAR END SETTLEMENT:	ACTUAL COST

MODALITY:	MODE OF SERVICE:	SERVICE FUNCTION:	CATEGORY DESCRIPTION	PROGRAM		OUTREACH	
				Salaries	Benefits	TTL S&B	Salaries
1. Personnel Expenditures (from Staffing Detail)							
			Job Title/FTE				
			a. Parent/Family Specialist/Community Organizer (1.33 FTE)	\$6,934	\$2,150	\$9,084	\$6,934
			b. Project Director (.067 FTE)	\$953	\$295	\$1,248	\$953
			c. Project Director (.267 FTE)	\$2,358	\$731	\$3,088	\$2,358
			d. Clinical Aide (.33 FTE)	\$1,560	\$484	\$2,044	\$1,560
			Personnel Expenditures	\$11,804	\$3,659	\$15,464	\$11,804
			2. Operating Expenditures				
			a. Rent, Utilities			\$900	
			b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$200	
			c. Mileage, Transportation			\$400	
			d. Other Operating Expenses:				
			1) Cell Phone			\$225	
			2) Program supplies			\$200	
			3) Meeting Expenses			\$200	
			4) Incentives - grocery cards			\$325	
			5) Bus passes			\$250	
			6) Childcare			\$1,600	
			7) Language Proficiency screening/background checks (staff)			\$120	
			e. First Year Start-Up Costs (FY18/19)			\$4,000	
			Operating Expenditures			\$8,420	
			Total S/B and Operating Expenditures			\$23,884	
			3. Indirect Administrative Expenses				
			a. Administrative Cost			\$2,699	
			(NOT TO EXCEED 15%)			11.30%	
			Total Indirect Administrative Expenses			\$2,699	
			Total Program Budget			\$26,582	
						\$19,884	\$43,767
						\$2,247	\$4,946
						11.30%	11.30%
						\$2,247	\$4,946
						\$22,130	\$48,713

FUNDING SOURCES DOCUMENT: FY 2018/2019 MH CLUB NET FUNDING		DATE: 4-1-19
ADMIN SVCS ANALYST SIGNATURE: 	PREPARED BY: Ann Marie Foglio	Phone: 951-955-7169
FISCAL ACCOUNTANT SIGNATURE: 	PREPARED BY:	DATE: 5/16/19
		Phone:

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC.

FISCAL YEAR: 2019/2020

PROGRAM NAME: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL TIES IN IMMIGRANT FAMILIES (SITIF)

PERFORMANCE PERIOD: July 1, 2019 - June 30, 2020

DEPT ID/REGION: MHSA PEI - MID COUNTY

MONTHLY REIMBURSEMENT: ACTUAL COST

CONTRACT MAXIMUM OBLIGATION: \$82,770

YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	INDIRECT SVC
MODE OF SERVICE:	45
SERVICE FUNCTION:	10/20
CATEGORY DESCRIPTION	PROGRAM
	OUTREACH

1. Personnel Expenditures (from Staffing Detail)

Job Title/FTE	Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B	TOTAL
a. Parent /Family Specialist/Community Organizer (.67 FTE)	\$13,867	\$4,299	\$18,166	\$13,867	\$4,299	\$18,166	\$36,332
b. Project Director (.033 FTE)	\$1,907	\$591	\$2,498	\$1,907	\$591	\$2,498	\$4,996
c. Project Director (.133 FTE)	\$4,715	\$1,462	\$6,177	\$4,715	\$1,462	\$6,177	\$12,354
d. Clinical Aide (.17 FTE)	\$3,120	\$967	\$4,087	\$3,120	\$967	\$4,087	\$8,174
Personnel Expenditures	\$23,609	\$7,319	\$30,928	\$23,609	\$7,319	\$30,928	\$61,856


2. Operating Expenditures

a. Rent, Utilities	\$1,663					\$1,663	\$3,326
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$400			\$400	\$800
c. Mileage, Transportation			\$750			\$750	\$1,500
d. Other Operating Expenses:							
1) Cell Phone			\$430			\$430	\$860
2) Program supplies			\$400			\$400	\$800
3) Meeting Expenses			\$800			\$800	\$800
4) Incentives - grocery cards			\$625			\$625	\$625
5) Bus passes			\$480			\$480	\$480
6) Childcare			\$3,200			\$3,200	\$3,200
7) Language Proficiency screening/background checks (staff)			\$60			\$60	\$120
Operating Expenditures			\$8,808			\$8,808	\$12,511
Total S/B and Operating Expenditures			\$39,736			\$39,736	\$74,367

3. Indirect Administrative Expenses

a. Administrative Cost	\$4,490					\$4,490	\$8,403
							11.30%
Total Indirect Administrative Expenses			\$4,490			\$4,490	\$8,403
Total Program Budget			\$44,226			\$44,226	\$82,770


FUNDING SOURCES DOCUMENT: FY 2019/2020 MH CLUB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE: 

PREPARED BY: Ann Marie Foglio

DATE: 4-1-19

Phone: 951-955-7169

FISCAL ACCOUNTANT SIGNATURE: 

PREPARED BY:

DATE: 5/16/19

Phone:

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE K - BUDGET

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC.	FISCAL YEAR: 2019/2020
PROGRAM NAME: STRENGTHENING INTERGENERATIONAL/INTERCULTURAL TIES IN IMMIGRANT FAMILIES (SITIF)	PERFORMANCE PERIOD: July 1, 2019 - June 30, 2020
DEPT ID/REGION: MHSA PEI - WESTERN	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$165,536	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	INDIRECT SVC
MODE OF SERVICE:	45
SERVICE FUNCTION:	10/20

CATEGORY DESCRIPTION		PROGRAM			OUTREACH			
1. Personnel Expenditures (from Staffing Detail)								
Job Title/FTE		Salaries	Benefits	TTL S&B	Salaries	Benefits	TTL S&B	TOTAL
a. Parent /Family Specialist/Community Organizer (1.33 FTE)		\$27,734	\$8,597	\$36,331	\$27,734	\$8,597	\$36,330	\$72,661
b. Project Director (.067 FTE)		\$3,813	\$1,182	\$4,995	\$3,813	\$1,182	\$4,995	\$9,990
c. Project Director (.267 FTE)		\$9,430	\$2,923	\$12,353	\$9,430	\$2,923	\$12,353	\$24,706
d. Clinical Aide (.33 FTE)		\$6,240	\$1,934	\$8,174	\$6,240	\$1,934	\$8,174	\$16,348
Personnel Expenditures		\$47,217	\$14,636	\$61,853	\$47,217	\$14,636	\$61,852	\$123,705

2. Operating Expenditures							
a. Rent, Utilities							
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)							
c. Mileage, Transportation							
d. Other Operating Expenses:							
1) Cell Phone							
2) Program supplies							
3) Meeting Expenses							
4) Incentives - grocery cards							
5) Bus passes							
6) Childcare							
7) Language Proficiency screening/background checks (staff)							
		</					

a. Administrative Cost			\$8,890			\$7,917	\$16,807
(NOT TO EXCEED 15%)			11.30%			11.30%	11.30%
Total Indirect Administrative Expenses			\$8,890			\$7,917	\$16,807
Total Program Budget			\$87,560			\$77,976	\$165,536

FUNDING SOURCES DOCUMENT: FY 2019/2020 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:  PREPARED BY: Ann Marie Foglio

FISCAL ACCOUNTANT SIGNATURE:  PREPARED BY: Ann Marie Foglio

DATE: 4-1-19 Phone: 951-955-7169

DATE: 5/16/19 Phone:



Strengthening Intergenerational/ Intercultural Ties in Immigrant Families (SITIF)

Data Guidelines

Mental Health Services Act -Prevention and Early Intervention

OVERVIEW

As part of Riverside University Health System—Behavioral Health (RUHS-BH), 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 Strengthening Intergenerational/Intercultural Ties in Immigrant Families will also provide the necessary information to share with all interested stakeholders.

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. We know it can get detailed and takes extra time; however, it is necessary to show all the good work the program is promoting. This program is a culturally-sensitive, community based intervention that aims to strengthen the intergenerational relationship. It promotes immigrant parents' emotional awareness and empathy for their children's experiences, cognitive knowledge and understand of differences between their native and American cultures, and teaches behavioral parenting skills with the objective of enhancing intergenerational intimacy (Ying, 2007).

It is really important that program staff 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 RUHS-BH and others. All identifying personal information is kept confidential.

Specific details on the information to be collected and the "How Tos" are provided on the following pages.

SITIF - Demographic, Sign-In, Attendance

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> Outreach Activities 	<ul style="list-style-type: none"> To document outreach activities designed to encourage families who may need this service to enroll in the program or activities such as securing program location. 	<ul style="list-style-type: none"> Complete the Outreach Activities form for each outreach activity. For activities that may be ongoing, write "ongoing" in the "Date of Outreach/Distribution" box on the form. For example, if a weekly newsletter is distributed to various agencies with information about the services available, rather than complete a form each week, complete just one form indicating this is an ongoing outreach activity. <u>Provide originals of this form to RUHS-BH PEI staff upon request.</u>
<ul style="list-style-type: none"> Demographic/Screening Form 	<ul style="list-style-type: none"> This form will document basic demographic information (name, age, ethnicity, race, primary language and gender) and screen for program eligibility. 	<ul style="list-style-type: none"> Complete the demographic/screening form when families are being considered for enrollment into the program. For all enrolled families a demographic form MUST be completed. <u>Provide originals of this form to RUHS-BH PEI staff at a monthly fidelity after the third session.</u>
<ul style="list-style-type: none"> Sign-In for Primary Parents/Guardians 	<ul style="list-style-type: none"> To document the number of families who attend each session throughout the eight weeks of the program, along with group and travel/prep time 	<ul style="list-style-type: none"> Collect attendance sheet at each session. Please document your session, travel and prep time on this Sign-In sheet. <u>Provide originals of this form to RUHS-BH PEI staff at a monthly fidelity meeting the end of a cycle.</u>
<ul style="list-style-type: none"> Master Attendance 	<ul style="list-style-type: none"> To provide a summary of the overall attendance during the program. This roster can also be used to note those that are dropping off in attendance and need follow-up contacts. 	<ul style="list-style-type: none"> Record attendance for the entire 8-week session. Use the sign in sheets to record parent attendance each week on the master roster. At the conclusion of the session, fill in the graduation information for those who completed provide a brief reason why if the participant did not complete. Reasons can be one word such as "moved", "transportation", etc. <u>Provide originals of this form to RUHS-BH PEI staff at a monthly fidelity meeting the end of a cycle.</u>

SITIF - Outcome Measures

Data collection tool:	Purpose:	How Tos:
<ul style="list-style-type: none"> Data Submission Checklist 	<ul style="list-style-type: none"> To ensure all measures are submitted per this protocol. 	<ul style="list-style-type: none"> Attach a checklist with each set of data submitted to ensure all measures are submitted per the protocol.
<ul style="list-style-type: none"> Outcomes Measures 	<ul style="list-style-type: none"> This packet includes measures provided by the program developer. The satisfaction items will be added to any outcomes measures to gather feedback from participants on their perception of the program. 	<ul style="list-style-type: none"> Have parents/guardians complete the Pre Survey either before they start at screening into the program or on the their first day of the program. Have parents complete the Post Survey at the conclusion of the program. For families that attend nearly all the sessions and miss graduation, contact the family and attempt to get the post survey completed either by mail or in person. <u>Provide originals of this form to RUHS-BH PEI staff at a monthly fidelity meeting at the end of a cycle.</u>
<ul style="list-style-type: none"> Justification for Missing Performance Measures 	<ul style="list-style-type: none"> To provide an explanation for participants' missing performance measures, document the reason why the measures were not completed, and the attempts made by the Contractor to obtain the missing measures. 	<ul style="list-style-type: none"> Complete this form for any participant/family with missing performance outcomes. <u>Provide originals of this form to RUHS-BH PEI staff at a monthly fidelity meeting at the end of a cycle.</u>

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
INCIDENT REPORT - CONFIDENTIAL**

PROGRAM NAME

RU#

STAFF MAKING REPORT

CLIENT NAME

DOB

RUHS-BH CLIENT ID#

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

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

THE EVENTS WHICH OCCURRED ARE AS FOLLOWS:

SUBMISSION DATE: _____

TIME: _____

TO WHOM SUBMITTED: _____

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