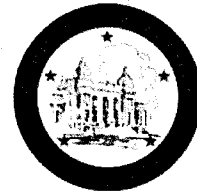


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.23
(ID # 10681)

MEETING DATE:

Tuesday, October 8, 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 African American Health Coalition, Borrego Community Health Foundation, Riverside Community Health Foundation, Riverside/San Bernardino County Indian Health, and Special Services for Groups with the Option to Renew for Three Additional One-year Periods, All Districts. [FY19/20 through FY22/23 - \$818,753 Annually; Up to \$81,875, in Additional Compensation per Fiscal Year; \$3,275,012 Total for 4 Years; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve an increase to the contract aggregate for MHSA PEI services by \$818,753 from \$5,461,295 to \$6,280,048 for FY19/20 through FY22/23 for the providers listed in Attachment A;

ACTION:Policy


Matthew Chang, Director 9/19/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

2. Ratify and Approve the new agreements with the African American Health Coalition in the amount of \$290,577, Borrego Community Health Foundation in the amount of \$158,525, Riverside/San Bernardino County Indian Health in the amount of \$331,500, and Special Services for Groups in the amount of \$261,930 for the Community Mental Health Promotion Program (CMHPP) and with Riverside Community Health Foundation in the amount of \$88,163 for the Mamas y Bebes Program for the term July 1, 2019 through June 30, 2020 with the option to renew annually for three additional one-year periods and authorize the Chairman of the Board to execute the Agreements on behalf of the County; and
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) move the allocated funds among the vendors; b) sign renewals and amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement, and 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, 2023.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$818,753	\$818,753	\$3,275,012	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 22/23	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

On July 23, 2019, (3.42), the Board of Supervisors approved the Mental Health Services Act Annual Plan for FY 2019/2020 that includes PEI services for mental health outreach, awareness and stigma reduction, parent education and support, early intervention for families in schools, transition age youth project, first onset for older adults, trauma-exposed services, and underserved cultural populations. These services are best delivered by contract providers in targeted communities, in non-clinical settings, such as community centers, schools, faith-based organizations and libraries.

On August 6, 2019, (3-31), the Board of Supervisors approved an annual aggregate amount of \$5,461,295 for the MHSA PEI programs through June 30, 2021. As a result of the Request for Proposal (RFP) MHARC-230, "Ethnically and Culturally Specific Community Mental Health Promotion Program" and MHARC-236, "Prevention for Postpartum Depression: MAMAS Y BEBES (Mothers and Babies) Program" for pregnant and new mothers up to 12 months postpartum, Riverside University Health System-Behavioral Health (RUHS-BH) is requesting approval of the new agreements with African American Health Coalition, Borrego Community Health Foundation, Riverside Community Health Foundation, Riverside/San Bernardino County

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Indian Health, and Special Services for Groups, and approval for an increase to the MHSA PEI Annual Contract Aggregate to \$6,280,048 for FY 19/20, annually through June 30, 2023.

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 March 3, 2018, RFP #MHARC-230, "Ethnically and Culturally Specific Community Mental Health Promotion Program," was released via the Public Purchase website, which notified 152 organizations and 353 individuals. Organizations had the opportunity to submit proposals for each identified community and each geographic region: Western, Mid-County and Desert. Six (6) proposals were received and all six (6) were responsive with regards to having all the required sections. The evaluation committee recommended awarding contracts to the most responsive and responsible bidders as follows: Riverside/San Bernardino County Indian Health (Native American, All Regions), Special Services for Groups (Asian American / Pacific Islander, Western and Mid-County Regions), Borrego Community Health Foundation (LGBTQ, Desert Region) and African American Health Coalition (African American, All Regions).

On September 26, 2018, RFP #MHARC-236, "Prevention for Postpartum Depression: Mamas y Bebes (Mothers and Babies) Program" for pregnant and new mothers up to 12 months postpartum, hereafter referred to as MyB, was released via the Public Purchase website, which notified 131 organizations and 353 individuals. Organizations had the opportunity to submit proposals for the Mid-County and Desert Regions. Four (4) proposals were received and three (3) were responsive with regards to having all the required sections. The evaluation committee recommended awarding the contract for the Mid-County Region to the most responsive and responsible bidder, Riverside Community Health Foundation.


Attachment A

PEI AGGREGATE FOR FORM 11 APPROVAL		
CONTRACTOR	PROGRAM/SERVICE	FY 19/20 - 22/23 Annual Contract Amount

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Community Connect	Crisis HELPLine & Community Outreach	\$86,135
Family Health & Support Network	BRAAF - Boys	\$257,391
Family Health & Support Network	BRAAF - Girls Pilot Program	\$329,052
Inland Caregiver Resource Center	PEARLS	\$354,939
Jurupa Unified School District	CBITS	\$94,375
MFI Recovery	Strengthening Families Program	\$375,366
Operation Safehouse	CBITS	\$482,102
Operation Safehouse	Peer-to-Peer	\$376,833
Operation Safehouse	Stress and Your Mood	\$524,332
Operation Safehouse	Youth Outreach	\$80,391
Reach Out	Mamas y Bebes	\$111,855
Recovery Innovations	Contact for Change	\$304,360
Riverside County Black Chamber of Commerce	BRAAF - Boys	\$238,533
Riverside Latino Commission	Strengthening Families Program	\$168,623
Sigma Beta Xi	BRAAF - Boys	\$278,285
Special Service for Groups	SITIF	\$248,306
The Carolyn E. Wylie Center	Triple P Program	\$205,767
The Center	CBT for LLD	\$87,743
Victor Communtiy Support Services	Peer-to-Peer	\$190,870
Vision y Compromiso	Promotores(as)	\$354,095
New Awards		
African American Health Coalition	Community Mental Health Promotion	\$290,577
Borrego Community Health Foundation	Community Mental Health Promotion	\$158,525
Riverside Community Health Foundation	Mamas y Bebes	\$88,163
Riverside/San Bernardino Co Indian Health	Community Mental Health Promotion	\$331,500
Special Service for Groups	Community Mental Health Promotion	\$261,930
Total Annual Aggregate		\$6,280,048

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Teresa Summers, Director of Purchasing 9/20/2019


Brianna Lentajo, Management Analyst 10/2/2019


Gregory V. Priamos, Director County Counsel 9/25/2019

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 AFRICAN AMERICAN HEALTH COALITION DBA AFRICAN AMERICAN MENTAL HEALTH COALITION, a California non-profit agency, 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

COUNTY

By: [Signature]
Linda Hart, Executive Director
African American (Mental) Health Coalition
1505 West Highland, Suite 19
San Bernardino, CA 92411

By: [Signature] Date: 7-25-19
Kevin Jeffries, Chairman
Board of Supervisors

COUNTY COUNSEL:
Gregory P. Priamos
Approved as to form

By: [Signature]
Deputy County Counsel

ATTEST:
KEGIA R. HARPER, Clerk
By: [Signature]
DEPUTY

OCT 08 2019 3.23

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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 July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

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

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

Contractor shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

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

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, 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.

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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:

**AFRICAN AMERICAN HEALTH COALITION
1505 WEST HIGHLAND, SUITE 19
SAN BERNARDINO, CA 92411**

COUNTY:

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

INFORMATIONAL COPY TO:

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
MHSA ADMINISTRATION/PREVENTION EARLY INTERVENTION
2085 RUSTIN AVENUE
RIVERSIDE, CA 92507**

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: AFRICAN AMERICAN HEALTH COALITION
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM – CMHPP
DEPARTMENT ID: 4100221TBD.74720.536240

I. INTRODUCTION

The **Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)** addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention services for the African American/Black community specifically. CONTRACTOR will provide educational activities within community organizations such as schools, local-faith based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of the CMHPP is to:

- A. Establish a collaboration and partnership between the **Riverside University Health System-Behavioral Health (RUHS-BH)** and key community leaders from the target population groups identified as community mental health promoters;
- B. Promote awareness of mental health topics and resources specifically tailored to these communities;
- C. Increase access to needed services including Prevention and Early Intervention programs; and
- D. To provide supervision and ongoing training to support the community-based work of the **Community Mental Health Promoters (CMHP)** and assist them with developing/enhancing their relationship with the community they serve.

III. TARGET POPULATION CRITERIA

The African American/Black community throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the identified regions below:

A. Western:

The Western Region serves Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Western Region as possible. All areas within the Western Region would be eligible for services through the Community Mental Health Promotion Program.

B. Mid-County:

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible. All areas within the Mid-County Region would be eligible for services through the Community Mental Health Promotion Program.

C. Desert:

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, Banning, Palm Springs, Cathedral City, Desert Hot Springs, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to provide accessibility to as many areas in the Desert Region as possible. All areas within the Desert Region would be eligible for services through the Community Mental Health Promotion Program.

V. **GENERAL PROGRAM REQUIREMENTS**

CONTRACTOR is expected to work cooperatively with 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**

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

1. The contractor will provide 40-hours of training based on the Empowerment Model in which the CMHPs are empowered to design their own plan of action as a group, based on their perceived mental health needs of the community. After the CMHPs 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. The final plan of action must be approved by RUHS-BH, MHSA PEI.

B. **Services Sites**

1. 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, and community centers.
2. The facility must be in compliance with any applicable state and local laws and requirements.

VI. **SERVICE DELIVERY REQUIREMENTS**

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

- A. Services to be provided utilizing Community Mental Health Promotion Program (CMHPP) to target the African American community.
- B. Establish a Community Mental Health Promoters (CMHPs) expert workgroup comprised of Community Promoter and Health Promoter agencies that have experience training and working with CMHPs, in all three (3) regions, including representatives from RUHS-BH, ethnic specific providers, community development organizations, etc.
- C. The CMHPs expert workgroup will identify specific needs of the Riverside County African American population, review established CMHPs training curriculums and select and adapt a 40-hour CMHP Mental Health curriculum designed to train the CMHPs about mental health and mental illness. Contractor and workgroup will collaborate with RUHS-BH-PEI to evaluate and approve 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 awareness of additional support services available.
- D. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the African American community.
 1. Across age groups
 2. Reflective of the African American demographics (e.g., gender, sexual orientation); and
 3. Regional representation.
- E. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHPs.
- F. As a result of the expert workgroup, develop a CMHPs training binder, as well as a flip chart and a resource binder, to be given to each of the trained CMHPs.
- G. Ensure that CMHPs have a current and culturally competent list of local resources
- H. Ensure that CMHPs facilitate 1-hour presentations that include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
 1. Education Program

- a. 1-hour presentations shall be held on a monthly basis 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 community centers, community based organizations, and faith based organizations.
 - b. Each participant will receive a folder with printed information related to the topics being discussed.
2. General Outreach
- a. Additional community activities may include, but are not limited to:
 - 1) Attendance at health fairs to provide written and verbal information on mental health related topics.
 - 2) Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other MHSA PEI activities; conduct advocacy and linkage to MHSA PEI activities.
 - b. Provide administrative, supervisory and clerical support for CMHPP activities in all three (3) regions. These activities will include, but are not 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) Facilitate 2-hour weekly consultations to CMHPs. These weekly regional meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working, as well as, barriers. These meetings will allow CMHPs to define mental health related issues meaningful in each region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.
 - c. Coordinate activities and the regional deployment of CMHPP activities in each region of the County, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
 - d. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the CMHPs mental health activities
 - e. Coordinate and work in partnership with RUHS-BH, MHSA PEI, in order to effectively identify areas of the County that are unserved/underserved.
 - f. Contractor(s) staff will participate in 2-hour monthly meetings coordinated and facilitated by RUHS-BH-PEI related to implementation of the CMHP program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS

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

- A. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- B. 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.
- C. All staff providing services and supports are required to attend the following trainings:
 - 1. Mental Health First Aid Training
 - 2. SafeTALK – Suicide Alertness Training
 - 3. Attend annual PEI Summit
- D. Ensure that CMHPs possess the ability to provide culturally competent services to consumers that represent the ethnic, linguistic, and gender characteristics of the identified population. Consumers and/or family members can be considered as CMHPs, if appropriate.
- E. Provide administrative, supervisory, and clerical support for CMHPs.

- F. Ensure that all staff and CMHPs working with the communities be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- G. To implement CMHP program, the following staffing pattern will meet the annual goal (maximum 1,080 unduplicated individuals, 360 per region):
 - 1. Project Coordinator 0.33 FTE/per region:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote the CMHPP 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, data collection, consultation, challenges, and successes within the program.
 - d. Ensure that the CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the required CMHPP 40-hour training.
 - f. Ensure that the CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by the CMHPs.
 - h. Coordinate activities and implementation of the CMHPP activities in each region.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
 - 2. Community Mental Health Promoter – 1.0 FTE/per region:
 - a. Facilitate outreach events and 1-hour educational workshops on a monthly basis.
 - b. Attend 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 MHSA PEI activities.
 - d. Conduct advocacy and linkage to MHSA PEI activities.
 - e. Responsible for the on-going recruitment of community members interested in workshop presentations; maintain positive relationships with local service organizations, churches and community neighborhood centers.
 - f. Assist in monthly collection of data and report preparation.
 - g. Provide individualized comprehensive care navigation and clinical linkage services.
 - 3. Office Assistant – 0.33 FTE/per region:
 - a. Provide administrative and office support for the CMHPP.

VIII. 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.

IX. 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 RUHS–BH. 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. 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.
- C. CMHPP 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.
- D. Monthly documentation of each presentation facilitated by a CMHP which includes the name of the CMHP, the date of presentation, name and duration of the presentation, sign in sheets with the participants name, demographic information of participants and list of materials presented/discussed.
- E. Monthly documentation of outreach efforts, which will include but not be limited to date, time, location, demographic information, estimated number of participants and list of materials distributed.
- F. Monthly documentation of individualized comprehensive care navigation and clinical linkage to services. which will include but not be limited to date, time, location, demographic information, and resources provided.
- G. Prior to conducting any CMHPP presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder, flip chart, and resource binder.
- H. Copies of completed outcome measures as outlined in Exhibit D, Data Collection Guidelines.
- I. Other requirements may be determined as necessary.

X. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (**Exhibit D to be established**) 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:

- 1. Outcome measures will be developed in partnership with RUHS-BH and awarded contractor(s). CMHPs attending the 40-hour training will be administered a pre and post-test, as well as, a satisfaction survey. In addition, the selected contractor will provide satisfaction surveys to participants of all presentations and community activities facilitated by the CMHPs. The above listed outcome measures will be given to RUHS-BH for evaluation.
- 2. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the CMHPs.
- 3. 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:

- 1. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- 2. 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.
- 3. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

C. The Performance-Based Criteria for Community Mental Health Promotion Program are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Community Mental Health Promotion Program. Approximately 30 unduplicated participants per month per target population per region.	CONTRACTOR will submit all required documentation for each person participating in the program.	30 unduplicated participants per month 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 to be established).	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 Community Mental Health Promotion 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.	100% of participants will receive the program consistent with the program guidelines.

XI. 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.

XII. 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.

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

CONTRACTOR: AFRICAN AMERICAN HEALTH COALITION
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
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: AFRICAN AMERICAN HEALTH COALITION
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM
(CMHPP)
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 2019/2020 shall be \$290,577 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

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

D. MEDI-CAL (M/C):

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

E. LOCAL MATCH REQUIREMENTS:

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

F. REVENUES:

As applicable:

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

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

G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and

confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.

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

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

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

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

J. COST REPORT:

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

reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":

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

K. BANKRUPTCY:

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

L. AUDITS:

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

M. TRAINING:

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

N. FURNISHINGS AND EQUIPMENT

1. OWNERSHIP: If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information; when property is acquired; date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list,

COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

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

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**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: AFRICAN AMERICAN HEALTH COALITION FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - MID COUNTY MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$96,859 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT


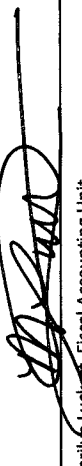
MODALITY: INDIRECT SVC
 MODE OF SERVICE: 45
 SERVICE FUNCTION: 10/20

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator - (.33FTE)	\$15,444	\$3,861	\$19,305	\$0	\$0	\$0	\$15,444	\$3,861	\$19,305
b. CMHP- (1.0 FTE)	\$0	\$0	\$0	\$36,400	\$9,100	\$45,500	\$36,400	\$9,100	\$45,500
c. Office Assistant- (.33FTE)	\$10,296	\$2,574	\$12,870	\$0	\$0	\$0	\$10,296	\$2,574	\$12,870
Total Personnel Expenditures	\$25,740	\$6,435	\$32,175	\$36,400	\$9,100	\$45,500	\$62,140	\$15,535	\$77,675

2. Operating Expenditures									
a. Rent, Utilities			\$3,400			\$0			\$3,400
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$400			\$0			\$400
c. Mileage, Transportation			\$750			\$0			\$750
d. Training Materials (manuals, printing etc)			\$2,000			\$0			\$2,000
e. Other Operating Expenses			\$0			\$0			\$0
Total Operating Expenditures			\$6,550			\$0			\$6,550
Total Personnel & Operating Expenditures			\$38,725			\$45,500			\$84,225

3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost			\$5,809			\$6,825			\$12,634
Total Indirect Administrative Expenses			\$5,809			\$6,825			\$12,634
Project 15%			\$5,809			\$6,825			\$12,634
TOTAL CONTRACT MAXIMUM OBLIGATION			\$44,534			\$52,325			\$96,859

FUNDING SOURCE DOCUMENT 2019-20 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE  DATE: 6/18/19
 Ann Marie Foglio, MHSA Administrator, PEI PHONE: 951-955-7169
 FISCAL/ACCOUNTANT SIGNATURE  DATE: 6/28/19
 Marilyn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574

**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: AFRICAN AMERICAN HEALTH COALITION FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - DESERT MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$96,859 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

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

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator - (.33FTE)	\$15,444	\$3,861	\$19,305	\$0	\$0	\$0	\$15,444	\$3,861	\$19,305
b. CMHP- (1.0 FTE)	\$0	\$0	\$0	\$36,400	\$9,100	\$45,500	\$36,400	\$9,100	\$45,500
c. Office Assistant- (.33FTE)	\$10,296	\$2,574	\$12,870	\$0	\$0	\$0	\$10,296	\$2,574	\$12,870
Total Personnel Expenditures	\$25,740	\$6,435	\$32,175	\$36,400	\$9,100	\$45,500	\$62,140	\$15,535	\$77,675

2. Operating Expenditures									
a. Rent, Utilities			\$3,400			\$0			\$3,400
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$400			\$0			\$400
c. Mileage, Transportation			\$750			\$0			\$750
d. Training Materials (manuals, printing etc)			\$2,000			\$0			\$2,000
e. Other Operating Expenses			\$0			\$0			\$0
Total Operating Expenditures			\$6,550			\$0			\$6,550
Total Personnel & Operating Expenditures			\$38,725			\$45,500			\$84,225

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Total Indirect Administrative Expenses			\$5,809			\$6,825			\$12,634
Project 15%			\$5,809			\$6,825			\$12,634
TOTAL CONTRACT MAXIMUM OBLIGATION			\$44,534			\$52,325			\$96,859

FUNDING SOURCE DOCUMENT 2019-20 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE

Ann Marie Foglio
 Ann Marie Foglio, MHSA Administration / PEI

DATE: 6-18-19
 PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE

Marilyn Lockett
 Marilyn Lockett, Fiscal Accounting Unit

DATE: 6/28/19
 PHONE: 951-358-4574

**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: AFRICAN AMERICAN HEALTH COALITION FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - WESTERN MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$96,859 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

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

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
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Total Personnel Expenditures	\$25,740	\$6,435	\$32,175	\$36,400	\$9,100	\$45,500	\$62,140	\$15,535	\$77,675

2. Operating Expenditures									
a. Rent, Utilities			\$3,400			\$0			\$3,400
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$400			\$0			\$400
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TOTAL CONTRACT MAXIMUM OBLIGATION			\$44,534			\$52,325			\$96,859

FUNDING SOURCE DOCUMENT 2019-20 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE

Ann Marie Foglio

Ann Marie Foglio, MHSA Administrator / PEI

DATE: 6/18/19
PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE

Marilyn Luckett

Marilyn Luckett, Fiscal Accounting Unit

DATE: 6/28/19
PHONE: 951-358-4574



Community Mental Health Promoter Program

Data Collection Guidelines (under development)

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 Community Mental Health Promoter 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 Community Mental Health Promoter Program will document progress toward addressing the needs of the African American, Asian American, Native American, Deaf and Hard of Hearing, and LGBTQ communities 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 program training, the number of people served by promoters 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: Community Mental Health Promoter 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.

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 BORREGO COMMUNITY HEALTH FOUNDATION, a California non-profit agency, 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.

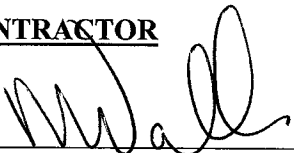
WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 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

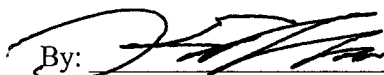
WHEREAS, these services as described in Exhibit A attached hereto shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, but not limited to, Exhibit B attached hereto.

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:  Date: _____
Mikia Wallis, Chief Executive Officer
Borrego Community Health Foundation
587 Palm Canyon, Suite 208
Borrego Springs, CA 92004

COUNTY

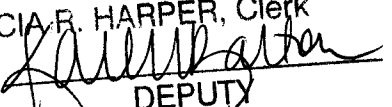
By:  Date: OCT 08 2019
Kevin Jeffries, Chairman
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: 
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk
By: 
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 July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

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

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

Contractor shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

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

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, 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.

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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:

**BORREGO COMMUNITY HEALTH FOUNDATION
587 PALM CANYON, SUITE 208
BORREGO SPRINGS, CA 92004**

COUNTY:

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

INFORMATIONAL COPY TO:

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
MHSA ADMINISTRATION/PREVENTION EARLY INTERVENTION
2085 RUSTIN AVENUE
RIVERSIDE, CA 92507**

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: BORREGO COMMUNITY HEALTH FOUNDATION
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: 4100221TBD.74720.536240

I. INTRODUCTION

The **Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)** addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention services for the Lesbian, Gay, Bisexual, Transsexual and Questioning (LGBTQ) community, specifically Trans Youth and Aging Adults with HIV. CONTRACTOR will provide educational activities within community organizations such as schools, local-faith based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of the CMHPP is to:

- A. Establish a collaboration and partnership between the **Riverside University Health System-Behavioral Health (RUHS-BH)** and key community leaders from the target population groups identified as community mental health promoters;
- B. Promote awareness of mental health topics and resources specifically tailored to these communities;
- C. Increase access to needed services including Prevention and Early Intervention programs; and
- D. To provide supervision and ongoing training to support the community-based work of the **Community Mental Health Promoters (CMHP)** and assist them with developing/enhancing their relationship with the community they serve.

III. TARGET POPULATION CRITERIA

The Lesbian, Gay, Bisexual, Transsexual and Questioning (LGBTQ) community, specifically Trans Youth and Aging Adults with HIV, throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the identified region below:

A. Desert:

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, Banning, Palm Springs, Cathedral City, Desert Hot Springs, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to provide accessibility to as many areas in the Desert Region as possible. All areas within the Desert Region would be eligible for services through the Community Mental Health Promotion Program.

V. GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with 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

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

1. The contractor will provide 40-hours of training based on the Empowerment Model in which the CMHPs are empowered to design their own plan of action as a group, based on their perceived mental health needs of the community. After the CMHPs 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. The final plan of action must be approved by RUHS-BH, MHSA PEI.

B. Services Sites

1. 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, and community centers.
2. The facility must be in compliance with any applicable state and local laws and requirements.

VI. SERVICE DELIVERY REQUIREMENTS

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

- A. Services to be provided utilizing Community Mental Health Promotion Program (CMHPP) to target the LGBTQ community, specifically Trans Youth and Aging Adults with HIV.
- B. Establish a Community Mental Health Promoters (CMHPs) expert workgroup comprised of Community Promoter and Health Promoter agencies that have experience training and working with CMHPs, in the Desert Region, including representatives from RUHS-BH, ethnic specific providers, community development organizations, etc.
- C. The CMHPs expert workgroup will identify specific needs of the Riverside County LGBTQ population, review established CMHPs training curriculums and select and adapt a 40-hour CMHP Mental Health curriculum designed to train the CMHPs about mental health and mental illness. Contractor and workgroup will collaborate with RUHS-BH-PEI to evaluate and approve 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 awareness of additional support services available.
- D. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the LGBTQ.
 1. Across age groups
 2. Reflective of the LGBTQ demographics (e.g., gender, sexual orientation); and
 3. Regional representation.
- E. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHPs.
- F. As a result of the expert workgroup, develop a CMHPs training binder, as well as a flip chart and a resource binder, to be given to each of the trained CMHPs.
- G. Ensure that CMHPs have a current and culturally competent list of local resources
- H. Ensure that CMHPs facilitate 1-hour presentations that include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
 1. Education Program
 - a. 1-hour presentations shall be held on a monthly basis 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 community centers, community based organizations, and faith based organizations.
 - b. Each participant will receive a folder with printed information related to the topics being discussed.
 2. General Outreach
 - a. Additional community activities may include, but are not limited to:

- 1) Attendance at health fairs to provide written and verbal information on mental health related topics.
- 2) Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other MHSA PEI activities; conduct advocacy and linkage to MHSA PEI activities.
- b. Provide administrative, supervisory and clerical support for CMHPP activities in the Desert region. These activities will include, but are not 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) Facilitate 2-hour weekly consultations to CMHPs. These weekly regional meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working, as well as, barriers. These meetings will allow CMHPs to define mental health related issues meaningful in each region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.
- c. Coordinate activities and the regional deployment of CMHPP activities in each region of the County, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- d. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the CMHPs mental health activities
- e. Coordinate and work in partnership with RUHS-BH, MHSA PEI, in order to effectively identify areas of the County that are unserved/underserved.
- f. Contractor(s) staff will participate in 2-hour monthly meetings coordinated and facilitated by RUHS-BH-PEI related to implementation of the CMHP program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS

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

- A. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- B. 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.
- C. All staff providing services and supports are required to attend the following trainings:
 1. Mental Health First Aid Training
 2. SafeTALK – Suicide Alertness Training
 3. Attend annual PEI Summit
- D. Ensure that CMHPs possess the ability to provide culturally competent services to consumers that represent the ethnic, linguistic, and gender characteristics of the identified population. Consumers and/or family members can be considered as CMHPs, if appropriate.
- E. Provide administrative, supervisory, and clerical support for CMHPs.
- F. Ensure that all staff and CMHPs working with the communities be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- G. To implement CMHP program, the following staffing pattern will meet the annual goal (maximum 360 unduplicated individuals per region):
 1. Project Coordinator 0.33 FTE/per region:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote the CMHPP 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, data collection, consultation, challenges, and successes within the program.
 - d. Ensure that the CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the required CMHPP 40-hour training.
 - f. Ensure that the CMHPPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by the CMHPPs.
 - h. Coordinate activities and implementation of the CMHPP activities in each region.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
2. Community Mental Health Promoter – 1.0 FTE/per region:
- a. Facilitate outreach events and 1-hour educational workshops on a monthly basis.
 - b. Attend 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 MHSA PEI activities.
 - d. Conduct advocacy and linkage to MHSA PEI activities.
 - e. Responsible for the on-going recruitment of community members interested in workshop presentations; maintain positive relationships with local service organizations, churches and community neighborhood centers.
 - f. Assist in monthly collection of data and report preparation.
 - g. Provide individualized comprehensive care navigation and clinical linkage services.
3. Office Assistant – 0.33 FTE/per region:
- a. Provide administrative and office support for the CMHPP.

VIII. 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.

IX. 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 RUHS–BH. 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. 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.
- C. CMHPP 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.

- D. Monthly documentation of each presentation facilitated by a CMHP which includes the name of the CMHP, the date of presentation, name and duration of the presentation, sign in sheets with the participants name, demographic information of participants and list of materials presented/discussed.
- E. Monthly documentation of outreach efforts, which will include but not be limited to date, time, location, demographic information, estimated number of participants and list of materials distributed.
- F. Monthly documentation of individualized comprehensive care navigation and clinical linkage to services. which will include but not be limited to date, time, location, demographic information, and resources provided.
- G. Prior to conducting any CMHPP presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder, flip chart, and resource binder.
- H. Copies of completed outcome measures as outlined in Exhibit D, Data Collection Guidelines.
- I. Other requirements may be determined as necessary.

X. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (**Exhibit D to be established**) 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:

- 1. Outcome measures will be developed in partnership with RUHS-BH and awarded contractor(s). CMHPs attending the 40-hour training will be administered a pre and post-test, as well as, a satisfaction survey. In addition, the selected contractor will provide satisfaction surveys to participants of all presentations and community activities facilitated by the CMHPs. The above listed outcome measures will be given to RUHS-BH for evaluation.
- 2. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the CMHPs.
- 3. 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:

- 1. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- 2. 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.
- 3. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

C. The Performance-Based Criteria for Community Mental Health Promotion Program are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Community Mental Health Promotion	CONTRACTOR will submit all required documentation for each	30 unduplicated participants per month per target population

Program. Approximately 30 unduplicated participants per month per target population per region.	person participating in the program.	countywide will participate in the program.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol (Exhibit D to be established).	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 Community Mental Health Promotion 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.	100% of participants will receive the program consistent with the program guidelines.

XI. 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.

XII. 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.

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

CONTRACTOR: BORREGO COMMUNITY HEALTH FOUNDATION
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
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: BORREGO COMMUNITY HEALTH FOUNDATION
PROGRAM NAME: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM (CMHPP)
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 2019/2020 shall be \$158,525 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.

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**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: BORREGO COMMUNITY HEALTH FOUNDATION
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM
 DEPT ID/REGION: MHSA PEI - DESERT
 CONTRACT MAXIMUM OBLIGATION: \$158,525

FISCAL YEAR: 19/20
 PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

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

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator - (.33FTE)	\$34,848	\$8,712	\$43,560	\$0	\$0	\$0	\$34,848	\$8,712	\$43,560
b. CMHWP- (1.0 FTE)	\$0	\$0	\$0	\$41,600	\$8,320	\$49,920	\$41,600	\$8,320	\$49,920
c. Office Assistant- (.33FTE)	\$11,861	\$2,965	\$14,826	\$0	\$0	\$0	\$11,861	\$2,965	\$14,826
Total Personnel Expenditures	\$46,709	\$11,677	\$58,386	\$41,600	\$8,320	\$49,920	\$88,309	\$19,997	\$108,306

2. Operating Expenditures									
a. Rent, Utilities	\$0		\$0			\$0			\$0
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)	\$5,180		\$5,180			\$900			\$6,080
c. Mileage, Transportation	\$1,417		\$1,417			\$2,125			\$3,542
d. Training Materials (manuals, printing etc)	\$750		\$750			\$4,000			\$4,750
e. Incentives	\$6,700		\$6,700			\$0			\$6,700
f. Cell Phones	\$0		\$0			\$900			\$900
g. Food and Refreshments	\$1,700		\$1,700			\$0			\$1,700
i. Start Up Costs	\$6,750		\$6,750			\$0			\$6,750
Total Operating Expenditures	\$22,497		\$22,497			\$7,925			\$30,422
Total Personnel & Operating Expenditures	\$69,206		\$80,063			\$57,845			\$138,728

3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost	\$11,120		\$11,120			\$8,677			\$19,797
Total Indirect Administrative Expenses	\$11,120		\$11,120			\$8,677			\$19,797
Projection 15% limit	\$12,132		\$12,132			\$8,677			\$20,809
TOTAL CONTRACT MAXIMUM OBLIGATION									\$158,525

FUNDING SOURCE DOCUMENT 2019-20 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE _____ DATE: _____
 Ann Marie Foglio, MHSA Administration / PEI PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE _____ DATE: _____
 Marilyn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574



Community Mental Health Promoter Program

Data Collection Guidelines (under development)

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 Community Mental Health Promoter 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 Community Mental Health Promoter Program will document progress toward addressing the needs of the African American, Asian American, Native American, Deaf and Hard of Hearing, and LGBTQ communities 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 program training, the number of people served by promoters 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: Community Mental Health Promoter 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.

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 **RIVERSIDE COMMUNITY HEALTH FOUNDATION**, a California non-profit agency, 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: Daniel Anderson Date: 8/23/2019
Daniel Anderson, President/CEO
Riverside Community Health Foundation
4275 Lemon Street
Riverside, CA 92501

COUNTY

By: [Signature] Date: OCT 08 2019
Kevin Jeffries, Chairman
Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: [Signature]
Deputy County Counsel

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

OCT 08 2019 3.23

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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 July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

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

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

Contractor shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, 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:

**RIV. COMM. HEALTH FOUNDATION
4275 LEMON STREET
RIVERSIDE, CA 92501**

COUNTY:

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

INFORMATIONAL COPY TO:

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

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR NAME: RIVERSIDE COMMUNITY HEALTH FOUNDATION (RCHF)

PROGRAM NAME: Mamas y Bebés

DEPARTMENT I.D.: 4100221355-74720-536240

Prenatal Prevention for Postpartum Depression: Mamás y Bebés (Mothers and Babies):

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of the need for culturally-tailored intervention for the prevention of postpartum depression for the Latina community, particularly mono-lingual Spanish-speakers in Riverside County. Riverside County Department of Mental Health has established a program to address this identified need within the targeted communities as identified throughout the community planning process. This program will include the provision of an evidence-based practice for the prevention of postpartum depression.

1.0 SCOPE OF SERVICES

1.1 PROGRAM GOALS

The primary goals of this project is to identify pregnant women who are at high risk for developing depression, and to provide these high-risk women with an intervention aimed at preventing the onset of major depressive episodes during the pre and postpartum period. The targeted population to be served is mono-lingual Spanish-speaking Latina women, but may also include bi-lingual and English-speaking Latina women. Women of other ethnicities that are at risk of depression in the pre and postpartum period can be served as well. The primary aim of this course is to teach and enhance mood-management skills in mothers-to-be. The intervention includes a eight (8) week course to women during pregnancy or who up to 12 months postpartum. This intervention was developed in both Spanish and English.

CONTRACTOR shall provide the Mamás y Bebés (Mothers and Babies) program in culturally appropriate settings, incorporating the needs of the target population. Services

will be provided in de-stigmatizing locations to increase the likelihood of women, with priority to Latina women, accessing those activities which will include settings where pregnant women and new mothers typically go. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for women and their families. The CONTRACTOR is expected to utilize targeted outreach to engage the target population(s) by working within the community and collaborating with community organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with the population.

2.0 TARGET POPULATION CRITERIA

The target population to be served are women with priority to the following:

- a. Latina who are pregnant or who are up to 12 months postpartum.
- b. Mono-lingual Spanish-speakers (but may also include bilingual and English speaking women).
- c. Who meet criteria for the program through the RUHS-BH screening process to determine women who are at risk for developing postpartum depression.

3.0 GEOGRAPHICAL LOCATION OF SERVICES

CONTRACTOR shall provide services in the following Region of Riverside County with priority to the communities identified below:

Mid County Region

The target communities identified for the Mid County Region are Hemet, Homeland, Lake Elsinore, Mead Valley, Nuevo, Perris, Romoland, San Jacinto, Sun City and Winchester.

4.0 PROGRAM DESCRIPTION

4.1 General Program Type

Mamás y Bebés (Mothers and Babies) - This is a manualized eight (8) week mood management course provided during pregnancy or twelve (12) months postpartum. Each participant will be screened with a face-to-face interview (approximately 20 minutes per participant). This program is delivered in a two (2) hour group format for each of the manualized sessions. The manual was designed to address the socio-cultural issues relevant to a low-income, culturally diverse population. The purpose is to teach participants to recognize which thoughts, behaviors, and social contacts have influence on their mood, the effect of mood on health, and the benefits of strengthening maternal-infant bonding. Please see Georgetown University Mother's and Babies Research Program for more information: <http://www.gwu.edu/~mbp/home.html>.

CONTRACTOR will be trained in the Mamás y Bebés manualized program as coordinated by RUHS-BH and thereafter, will demonstrate model adherence in the implementation of the practice.

CONTRACTOR will provide Mamás y Bebés (Mothers and Babies) groups, per the model, serving a maximum total of 60 participants for the Mid County region per year. Each group will have a maximum of 10 participants enrolled in an open group format. Completion is to be defined as attending 6 out of 8 group sessions. The total number of participants completing the program for this region will be 60 participants.

4.2 Service Delivery Requirements

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

- a. Services to be provided utilizing the Mamás y Bebés (Mothers and Babies) course described in Section 1.0 of this document.

- b. Provide the services to women who are pregnant or who are up to twelve (12) months postpartum; with a priority to Mono-lingual Spanish-speakers but may also include bilingual and English speaking women as well.
- c. All participants to be screened and enrolled for appropriateness determined by RUHS-BH program criteria.
- d. Provide each program participant with a Participant Manual.
- e. Provide specific outreach activities that will engage the targeted population(s).
- f. Services to be provided in a group meeting format as prescribed by the EBP.
- g. CONTRACTOR will recruit Mamás y Bebés (Mothers and Babies) Facilitators who are reflective of the target populations for which they are providing the program.
- h. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- i. CONTRACTOR will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of Mamás y Bebés (Mothers and Babies) program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the EBP.
- j. Mamás y Bebés (Mothers and Babies) New-Facilitators are required to attend the initial (1) day Trauma Informed training. All Facilitators are required to attend the annual one (1) day PEI Summit, and any additional RUHS-BH recommended trainings that would support the delivery of the Mamás y Bebés program.
- k. CONTRACTOR will submit video recordings and cooperate with live observation by the fidelity monitor.
- l. Mamás y Bebés (Mothers and Babies) Facilitators are required to participate in additional Clinical Supervision meetings for a minimum of 2 hours per month with a licensed Clinical Supervisor.
- m. Comply with Performance Outcome requirements as stated in Section 8.0.
- n. Transportation shall be provided to program participants as needed.

4.3 **Staffing Responsibilities and Qualifications**

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

- a. Hire staff who are culturally and ethnically representative of the individuals being served.
- b. Ensure the provision of culturally competent services.
- c. Mamás y Bebés (Mothers and Babies) Facilitators and supervisory staff must attend and satisfactorily complete the initial training for Mamás y Bebés (Mothers and Babies) which will be coordinated and funded by RUHS-BH or complete self guided training protocol recommended by RUHS-BH Staff. Each provider participating in the training will receive the Instructor Manual and any additional materials required by the trainers.
- d. Provide administrative, supervisory, and clerical support for the program.
- e. Provide a minimum of two (2) hours of clinical supervision a month to Mamás y Bebés (Mothers and Babies) program facilitators.
- f. Comply with fidelity measures required by the Mamás y Bebés (Mothers and Babies) program model.
- g. Provide outcome measures to all program participants as described in Section 2.8.
- h. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- i. Ensure that personnel are competent and qualified to provide the services necessary.
- j. Ensure the following job description is filled:

1. **Mamás y Bebés (Mothers and Babies) Facilitators 2 (.25 FTE):** The Mamás y Bebés course (Mothers and Babies) will be provided by a team of two facilitators. Facilitators are required to have a minimum of a high school diploma or equivalent and have a minimum of one year experience with providing parenting, educational, or health classes (this may include

being a parent, parent educator, health promoter, healthcare provider, school counselor, teacher, social worker, or mental health clinician).

2. The Mamás y Bebés (Mothers and Babies) Facilitators will teach the Mamás y Bebés course per the guidelines of the model after satisfactorily completing the training.

The LEAD Group Facilitator 1 (.50 FTE)-Responsibilities:

- i. Provide overall coordination and oversight for Mamás y Bebés (Mothers and Babies) Program.
- ii. Provide regular progress reports on implementation to RUHS-BH.
- iii. Promote Mamás y Bebés (Mothers and Babies) program through public relations with various collaborative partners.
- iv. Ensure that Mamás y Bebés (Mothers and Babies) program operates within budgetary confines.
- v. Coordinate with Mamás y Bebés (Mothers and Babies) Co-Facilitator to purchase supplies for each Mamás y Bebés (Mothers and Babies) group cycle.
- vi. Coordinate with clinical supervisory staff to identify additional mental health needs as they arise and provide appropriate referrals, as needed.
- vii. Ensure that outcome measures and documentation are completed for each group cycle and submitted to RUHS-BH within one (1) month of graduation date.

3. **Program Manager (.05 FTE) Responsibilities:**

- i. Coordinate project activities.
- ii. Supervise MyB Mid County team – Facilitators, and Child Care providers.
- iii. Ensure all staff know their roles and performs duties as assigned.

- iv. Track assigned tasks and follow as needed to ensure their timely completion.
- v. Maintain relationships with collaborating agencies.
- vi. Ensure documentation requirements are fulfilled.
- vii. Review all RUHS-BH documentation requirements for completion and accuracy before submitting to RUHS-BH.

4. **Child Care Worker (.25 FTE) Responsibilities:**

- i. The Mamas y Bebés providers will provide child care during classes with a ratio of no more than 1 staff per 6 children (1:6 ratio) ages 0-5.
- k. Ensures that Mamás y Bebés (Mothers and Babies) program maintains a minimum of 80% fidelity of program components as observed by RUHS-BH staff, and as measured by the use of the EBP fidelity tool. CONTRACTOR will comply with findings resulting from the EBP fidelity tool.

5.0 **General Program Requirements**

CONTRACTOR will be expected to work cooperatively with RUHS - BH, community-based organizations, and other agencies to comprehensively address the needs of the population outlined in Section 2.0.

5.1 **Service Site(s)**

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility must provide confidential space for group prevention services.
- c. On-site childcare (0-5 years) must be provided during the time services are offered to the mothers and in a separate private space with accessibility to a restroom.
- d. The facility must be in compliance with any applicable state and local laws and

requirements including American with Disabilities Act (ADA).

5.2 Program

- a. The EBP Mamás y Bebés (Mothers and Babies) course will be utilized to meet the goals identified in section 1.1.
- b. There will be no charge to the program participants.
- c. Weekly refreshment and weekly incentives of ten (10) diapers per participant, per group must be provided.
- d. The evidence-based practice MyB will be provided by one trained MYB Facilitator, per 5 participants (1:5 ratio).
- e. There will be no charge to the program participants.
- f. Participants will each receive a copy of MyB Group Workbook.
- g. Participants and their children will receive weekly group refreshments for a minimum of \$5 per participant.
- h. Participants will receive a \$50 incentive upon program completion (6 out of 8 sessions). **Itemized receipts will be required for back up documentation.**

6.0 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 6.1 Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.

- 6.2 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.
- 6.3 Submit monthly documentation to RUHS—BH as outlined by RUHS—BH.
- 6.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

7.0 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 County RUHS – Behavioral Health.

These records shall include but are not limited to:

- 7.1 CONTRACTOR shall maintain a log of referrals.
- 7.2 Documentation of individuals/families participating in the MyB program.
- 7.3 Monthly documentation of each session facilitated by MyB Facilitator that will include sign in sheets noting the date, time, location of the session, attendance rosters, and telephone contact logs.
- 7.4 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.).
- 7.5 Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities and calendar of scheduled groups for prior month.
- 7.6 All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.

- 7.7 Copies of completed outcome measures- originals submitted to RUHS-BH.
- 7.8 All group cycle documentation & performance outcomes must be submitted to RUHS-BH within 1 month of graduation date.
- 7.9 Clinical Supervision with a Facilitator will require a sign in sheet that has the date and time documented.
- 7.10 Other requirements may be determined as the Prevention and Early Intervention plan is implemented.

8.0 PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (Attached hereto as **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.

8.1 Goals, Outcome Measurement Tools, and Outcome Expectations:

- a. Upon completing the program, CONTRACTOR will measure symptoms of depression using the Center for Epidemiologic Studies for Depressions “CES-D,” with the expectation of improved symptoms of Depression.

8.2 Performance-Based Criteria:

- a. RUHS-BH shall evaluate the CONTRACTOR on three (3) Performance-Based Criteria that measure the Contractor’s performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency’s ability to provide the required services and to monitor the quality of the services.

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

8.3 The Performance-Based Criteria for the Mamás y Bebés program are as follows:

GOALS	DATA COLLECTION	FREQUENCY
<p>1. CONTRACTOR will provide the Mamás y Bebés Program to sixty (60) unduplicated individuals in the Mid County Region who will complete the program. "Completed" is defined as completion of at least 6 of out 8 sessions. "Completion also means that all pre and post measures have been completed for each program participant. CONTRACTOR shall submit documentation of all attempts to obtain post measures per RUHS-BH Research Protocol. RUHS-BH must approve any participant as completed if there are no pre/post matched pair measures"</p>	<p>CONTRACTOR will submit all required documentation for each person participating in the program. The Data Collection Tool will include:</p> <ul style="list-style-type: none"> - Screening Forms - Outcome Measures - Administrative Forms - Satisfaction Forms 	<p>CONTRACTOR shall submit all completed measures to RUHS-BH within one (1) month of completion.</p>
<p>2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol.</p>	<p>CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RUHS-BH.</p>	<p>Outcome measure(s) will be given pre and post and/or at any additional intervals as determined by the evidence-based practice and by RUHS-BH.</p>
<p>3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines. 100% of participants will receive the program consistent with the program guidelines.</p>	<p>Verification of staff training, utilization of EBP manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.</p>	<p>RUHS-BH will provide fidelity observations (utilizing one or more of the methods listed) at a minimum of one per quarter, per facilitator, for the Mid County Region, and as needed, to support the fidelity of the evidence supported program.</p>

9.0 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.

10.0 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

EXHIBIT B – MHSA

LAWS, REGULATIONS AND POLICIES

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

FEDERAL

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

STATE

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

COUNTY

Behavioral Health Policies

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

- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: RIVERSIDE COMMUNITY HEALTH FOUNDATION
PROGRAM NAME: MAMAS Y BEBES
DEPARTMENT ID: 4100221355-74720-536240

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 2019/2020 shall be **\$88,163** (w/start up costs) 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.

EXHIBIT D: RESEARCH PROTOCOL



Mamás y Bebés (MyB) Program

Data Collection 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 Mamás Y Bebés 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. This intervention program will offer culturally appropriate cognitive behavioral therapy (CBT) psycho education classes to pregnant Hispanic/Latina women who are at-risk for perinatal depression. This evaluation will document the outcomes of this intervention program for this population.

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.

Mamás y Bebés

Data Collection Tool:	Purpose:	Collection How Tos:
Screening Forms		
1. Demographic & Screening Questionnaire	This form is used to record the results of the Mood Screener to determine eligibility for the program. Demographic information is also collected on this form. Every client that comes to groups should be screened first. A demographic/Screening questionnaire should be completed for every woman that attends classes.	Have attendees complete this demographic/screening questionnaire when providing the Mood Screener. Record the results of the Mood Screener on this form. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u>
2. Mood Screener	The form is specifically for this program to screen for major depressive episodes before enrolling women in the Mamás y Bebés program. Note: For Spanish-speaking participants, there is a Spanish version.	Administer the Mood Screener to each mother before enrolling into the program to determine program eligibility. The results of the Mood screener are written on the Demographic/Screening Questionnaire. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u>
Outcomes Measure		
3. Center for Epidemiological Studies-Depression (CES-D) Scale	After enrolling the woman in Mamás y Bebés class, complete the CES-D to measure the mother's depression in the first day of class. This will be used as part of an outcome measure to know if depression has improved for those that enroll in the program. Note: For Spanish-speaking participants, there is a Spanish version.	Pre-test and post-test data collection: Administer the Center for Epidemiological Studies Depression (CES-D) Scale to each mother after they enroll in the program (pre-test). Women participating in the program will complete the CES-D again at the conclusion of the 8-week series (post-test). <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u>

Mamás y Bebés

Data Collection Tool:	Purpose:	Collection How Tos:
Administrative Forms		
4. Acknowledgement of Recommendations Form	<p>A woman enrolling in Mamás y Bebés should sign this form if they scored 34 or higher on CES-D because they are likely to have major depression. This form is to inform women that their CES-D scores were high and it is recommended that they seek additional assessment/treatment for depression.</p> <ul style="list-style-type: none"> In addition, at the conclusion of the program, if the woman's post CES-D score is 34 or higher, the woman should sign an acknowledgement form. If the woman already signed an acknowledgement form due to her PRE score being 34 or higher, then they must initial the same form in the office use only section acknowledging they are receiving this information and resources a second time. 	<p>A signed acknowledgement form should be kept in the clients chart file, but a copy should be given to client along with a referral to additional resources. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u></p>
5. Sign-in Sheet	<p>This form is for each participant to show the date they came to a class and the topics of the class they attended. Each participant should have their own form that they sign when they attend a class.</p> <p>Note: For Spanish-speaking participants, there is a Spanish version.</p>	<p>Keep the forms in a notebook so that women can sign on their own individual sheet when they attend a class. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u></p>
6. Participant Checklist	<p>Complete this form to include in the clients chart. It is used to document the screening and the forms completed by the client.</p>	<p>A client checklist form should be kept in the clients chart file and a copy should be submitted to PEI. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u></p>

Mamás y Bebés

Data Collection Tool:	Purpose:	Collection How Tos:
Administrative Forms cont.		
7. Outreach Activities Form	This form is for a program to document the time and activities done during outreach, which provides useful information.	Complete this form for every outreach activity. <u>Keep original copies as documentation for contract monitoring purposes.</u>
8. Justification for Missing Performance Measures	This is for participants who completed the program (6 or more sessions). 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.	Complete this form for any participant with missing performance outcomes. <u>Submit originals of this form to RUHS-BH PEI staff as a packet once client completes program. Copies to be kept by the contractor.</u>
Satisfaction Form		
9. Satisfaction Survey	<p>The Satisfaction Survey is used to gather feedback from attendees on their perception of the Mamás y Bebés program.</p> <p>Note: For Spanish-speaking participants, there is a Spanish version.</p>	<p>At the end of Mamás y Bebés , when a woman has participated in all the classes, have the participant complete a Satisfaction Survey.</p> <p><u>Submit originals of this form to RUHS-BH PEI staff as a packet once client has either completed or dropped-out of program. Copies to be kept by the contractor.</u></p>

Program Integrity Form (PIF) / Monthly Invoice Template
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH (RUHS-BH)

CONTRACT PROVIDER NAME: RIVERSIDE COMMUNITY HEALTH FOUNDATION	INVOICE DATE:
PROGRAM NAME: MHSA PEI-MAMMAS Y BEBES	SERVICE PERIOD (MONTH):
REGION/POPULATION: MHSA PEI - MID COUNTY REGION	INVOICE NUMBER:
CONTRACT MAXIMUM OBLIGATION: \$85,663 (without start up costs; separate invoice)	YEAR END SETTLEMENT:
	ACTUAL COST

VENDOR #: 10417 / DEPT ID 4100221355-74720-536240
 MHARC-XXXX-XXX-06/19

RU: 33TBD4

PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:	MODALITY:		PROGRAM	Program Recruitment	Engagement / Screening	TOTAL CONTRACT
	MODE OF SERVICE:	INDIRECT SERVICES				
	SERVICE FUNCTION:					
1. Personnel Expenditures (from Staffing Detail)						
a. MyB Lead Group Facilitator (Carla Tonk/Health Educator) - (.50 FTE; \$25/hr; 20 hours per week X 52 weeks)	60	60			\$0	\$0
b. MyB Group Facilitator (Health Educator - TBD) - (.25 FTE; \$25/hr; 10 hours per week X 52 weeks)					\$0	\$0
c. MyB Group Facilitator (TBD) - (.25 FTE; \$19/hr; 10 hours per week X 52 weeks)	78	78			\$0	\$0
Total Personnel Expenditures					\$0	\$0
2. Operating Expenditures						
a. Professional Services / Contracts - Corazon Counseling to provide clinical supervision at \$100 per hour X 2 hours per month X 12 months.					\$0	\$0
b. Professional Services / Contracts - Qualified Independent Contractor - Child Care at \$4,800; Justification: 8 sessions X 2 hrs per session X \$50 per hr X 6 cohorts.					\$0	\$0
c. Staff Travel - \$2,791; Justification - Facilitator Travel (80 miles per staff per week X 2 staff X 25 weeks X \$0.58 per mile = \$2,320); Training Travel (40 miles per staff per training X 2 one-day trainings X 6 staff X \$0.58 per mile = \$262); Outreach Travel (40 miles per staff per outreach activity X 4 staff X 4 outreach activities per staff X \$0.58 per mile = \$349).					\$0	\$0
d. Participant Transportation - One-third of the participants for each session (3 participants are expected to need transportation; 3 participants per session X 8 sessions X \$30 per person) (e.g., Uber, Lyft).					\$0	\$0
e. MyB Participant Manuals (printing) - (estimate attached and includes \$5.50 per manual X 60 participants)					\$0	\$0
f. Graduation Incentive (\$50 per Participant X 60 participants)					\$0	\$0
g. Group Refreshments - (\$5 per Participant X 10 participants per session X 8 sessions X 6 cohorts) + (\$6 per Child X estimated 7 children per session X 8 sessions X 6 cohorts), \$2,400 + \$2,016 = \$4,408					\$0	\$0
h. Weekly Participant Incentives of 10 diapers per Participant (estimated at appx \$2.75 per Participant X 10 participants per session X 8 sessions X 6 cohorts)					\$0	\$0
i. Childcare supplies for 7 children per session X 8 sessions X 6 cohorts: Diapers; Disposable underpads; Wipes; Tissues; Paper Towels; Coloring Books, crayons and paper					\$0	\$0
Total Operating Expenditures					\$0	\$0
3. Indirect Administrative Expenses						
a. Indirect Administrative Costs (not to exceed 15% of Personnel + Opz Expenditures)					\$0	\$0
Total Indirect Administrative Expenses					\$0	\$0
Total Indirect Administrative Expenses (Not to Exceed 15%)					\$0	\$0
Total Program Budget					\$0	\$0
Total Invoice Costs					\$0	\$0

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

AUTHORIZED SIGNATURE: _____

DATE: _____

**Program Integrity Form (PIF) / Monthly Invoice Template
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH (RUHS-BH)**

CONTRACT PROVIDER NAME: RIVERSIDE COMMUNITY HEALTH FOUNDATION	INVOICE DATE:
PROGRAM NAME: MHSA PEI-MAMAS Y BEBES	SERVICE PERIOD (MONTH):
REGION/POPULATION: MHSA PEI - MID COUNTY REGION	INVOICE NUMBER:
CONTRACT MAXIMUM OBLIGATION: \$2,500 (start up costs only)	YEAR END SETTLEMENT:

VENDOR #: 10417 / DEPT ID 4100221355-74720-536240
MHARC-XXXX-XXXX-06/19

RU: 33TBD4

MODALITY:	INDIRECT SERVICES				START UP COST ONLY
	MODE OF SERVICE:	60	78	80	
	SERVICE FUNCTION:	78	78	78	
PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:	PROGRAM	Program Recruitment	Engagement / Screening		
TOTAL NUMBER OF HOURS (per category)	TOTAL	TOTAL	TOTAL	TOTAL CONTRACT	
1. Personnel Expenditures (from Staffing Detail)					
a. MyB Lead Group Facilitator (Carla Tomk/Health Educator) - (50 FTE; \$29/hr; 50 hours per week X \$2 weeks)	\$0	\$0	\$0	\$0	\$0
b. MyB Group Facilitator (Health Educator - TBD) - (25 FTE; \$23/hr; 40 hours per week X \$2 weeks)	\$0	\$0	\$0	\$0	\$0
c. MyB Group Facilitator - (TBD) - (25 FTE; \$19/hr; 40 hours per week X \$2 weeks)	\$0	\$0	\$0	\$0	\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0	\$0
2. Operating Expenditures					
a. Professional Services / Contracts - Corson Counseling to provide clinical supervision at \$100 per hour X 2 hours per month X 12 months	\$0	\$0	\$0	\$0	\$0
b. Professional Services / Contracts - Qualified Independent Contractor - Child Care at \$4,000 - Justification: 8 sessions X 2 hrs per session X \$50 per hr X 6 cohorts	\$0	\$0	\$0	\$0	\$0
c. Staff Travel - \$2,793 - Justification - Facilitator Travel (80 miles per staff per week X 2 staff X 25 weeks X \$0.58 per mile = \$2,320); Training Travel (40 miles per staff per training X 2 one-day trainings X 6 staff X \$0.58 per mile = \$262); Outreach Travel (40 miles per staff per outreach activity X 4 staff X 4 outreach activities per staff X \$0.58 per mile = \$348)	\$0	\$0	\$0	\$0	\$0
d. Participant Transportation - One-third of the participants for each session (5 participants are expected to need transportation; 5 participants per session X 6 cohorts X \$30 per person) (e.g. Uber; Lyft)	\$0	\$0	\$0	\$0	\$0
e. MyB Participant Manuals (printing) - (estimate attached and include \$5.00 per manual X 60 participants)	\$0	\$0	\$0	\$0	\$0
f. Graduation Incentive (\$50 per participant X 60 participants)	\$0	\$0	\$0	\$0	\$0
g. Group Refreshments - (\$5 per participant X 10 participants per session X 3 sessions X 6 cohorts) + (\$6 per Child X estimated 7 children per session X 6 cohorts) (\$2,400 + \$252) = \$2,652	\$0	\$0	\$0	\$0	\$0
h. Weekly Participant Incentives for 10 children per participant (estimated at approx \$2.75 per participant X 10 participants per session X 6 sessions X 6 cohorts)	\$0	\$0	\$0	\$0	\$0
i. Children's supplies for 7 children per session X 6 cohorts X 6 cohorts (Diapers) (Disposable under pads; Wipes; Trainers; Paper Towels; Coloring Books; Erayors and paper)	\$0	\$0	\$0	\$0	\$0
EQUIPMENT START UP COSTS - ONLY					
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses					
a. Indirect Administrative Costs (not to exceed 15% of Personnel + Oper Expenditures)	\$0	\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0	\$0
Total Program Budget	\$0	\$0	\$0	\$0	\$0

TOTAL INVOICE COSTS \$0

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

AUTHORIZED SIGNATURE: _____ DATE: _____

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 RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC., a Tribal health clinic founded and operated by a consortium of Indian tribes, and providing health care services pursuant to the Indian Self Determination and Education Assistance Act (ISDEAA) and its Compact with the Indian Health Service (IHS), and a California non-profit agency, 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: Jess Montoya Date: 10/2/19
Jess Montoya, Chief Executive Officer
Riverside-San Bernardino County
Indian Health, Inc.
11980 Mount Vernon Avenue
Grand Terrace, CA 92313

COUNTY

By: Kevin Jeffries Date: OCT 08 2019
Kevin Jeffries, Chairman
Board of Supervisors

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

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: [Signature]

OCT 08 2019 3.23

Deputy County Counsel

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- SCHEDULE I/K
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ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES:

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

II. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

This Agreement is by and between the RUHS-BH and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RUHS-BH and CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to RUHS-BH employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required.

CONTRACTOR assumes the exclusive responsibility and liability for the acts of its employees or agents as they relate to services provided under this Agreement. 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. 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. RUHS-BH shall indemnify RSBCIHI against any and all claims that may be made against RSBCIHI based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

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 applicable 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:

Except to the extent that the Federal Tort Claims Act ("FTCA") coverage applies, Contractor shall indemnify and hold harmless the County and its authorized officers, employees, agents and volunteers from any claim or liability arising from the performance of services by Contractor and its authorized officers, employees, agents and volunteers arising out of this Agreement, except where the liability or claim arose from the County's willful misconduct or gross negligence, or indemnification is prohibited by law.

Except to the extent that the FTCA coverage applies, County shall indemnify and hold harmless the Contractor and its authorized officers, employees, agents and volunteers from any claim or liability arising from the performance of services by County and its authorized officers, employees, agents and volunteers arising out of this Agreement, except where the liability or claim arose from the Contractor's willful misconduct or gross negligence, or indemnification is prohibited by law.

The Parties will protect, defend, indemnify and hold harmless the indemnified party to the maximum extent permissible by law, subject to the limited waiver of sovereign immunity provided in this Agreement and applicable FTCA coverage. In the event of a claim for indemnification pursuant to this Agreement, the indemnifying party will have the right to control the defense and settle any claim, subject to the consent of the indemnified party, which shall not be unreasonably withheld. This indemnification provision will survive any completion, expiration or termination of this Agreement.

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 supplemental 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. Federal Tort Claims Act:

Contractor is deemed by applicable law to be an agency of the United States for purposes of coverage under the Federal Tort Claims Act ("FTCA") (28 U.S.C. 2671 et seq.) (incorporated by Public Law 93-638) (25 U.S.C. 5301(d)) (formerly Section 458aaa-15). Claims for injury or death arising from the performance of functions and services by Contractor must be brought against the United States in accordance with applicable federal law. Claims brought against Contractor or County arising under

this Agreement may therefore be covered by the FTCA. Contractor expects to continue to be covered by the FTCA during the Term in accordance with federal law, but nevertheless shall carry and maintain supplemental insurance as set forth in this Agreement below.

B. 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.

C. 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.

D. Vehicle Liability:

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

E. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a 'claims made' basis rather than on an 'occurrence' basis, such insurance shall continue through the term of this Agreement 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.

F. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than 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. MUTUAL LIMITATION OF LIABILITY:

Notwithstanding any other provision of this Agreement, the liability of each party 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For CONTRACTOR's breach or violation of this warranty, 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; INDIAN PREFERENCE EXCEPTION:

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.

C. Indian Preference Exception Maintained:

The parties acknowledge and agree that federal law allows "Indian organizations" to provide employment preference to Indians, and that nothing in this section will prohibit Contractor from providing Indian preference in accordance with applicable federal law. 42 U.S.C. 2000e-2(i) (Title VII Indian preference exception); (25 C.F.R. 170.619); (25 CFR 273.45). The Parties acknowledge and agree that nothing in this Section restricts Contractor, an "Indian organization" under applicable federal law, from providing Indian preference to eligible Indians in all terms and conditions of employment.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the applicable 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 applicable 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:

THE PARTIES 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 PARTIES 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 PARTIES shall not use identifying information for any purpose other than carrying out THE PARTIES obligations under this Agreement.
- B. THE PARTIES 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 either party 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 THE PARTIES receive any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, THE PARTY will provide the OTHER PARTY 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 THE PARTIES shall notify the OTHER PARTY, 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 PARTIES 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 PARTIES 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 PARTIES 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 the OTHER PARTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. THE PARTIES shall develop and/or maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of THE PARTY'S operations and the nature and scope of its activities.
- G. THE PARTIES 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 PARTIES shall enforce administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data.

- H. THE PARTIES 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 PARTIES 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 PARTIES shall mitigate, to the extent practicable, any harmful effect that is known to THE PARTIES of a use or disclosure of PHI by THE PARTIES or its subcontractors in violation of the requirements of these Provisions.
- K. THE PARTIES 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 PARTIES shall not use identifying information for any purpose other than carrying out THE PARTIE'S obligations under this Agreement. THE PARTIES makes no warranty or representation that compliance by THE OTHER PARTY with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory for THE PARTIE'S own purposes or that any information in THE PARTIE'S possession or control, or transmitted or received by THE PARTIES, is or will be secure from unauthorized use or disclosure. THE PARTIES are solely responsible for their own decisions made 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. THE PARTIES 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 directly relating to the performance of this Agreement shall be available upon request 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. Any County representative requesting access to any confidential patient or employee records related to this Agreement shall provide a signed copy of a confidentiality statement confirming that confidential information will be maintained in accordance with applicable federal and state privacy laws. CONTRACTOR will retain said statement for its records.

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 applicable 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. Confirmation 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.
- 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 applicable 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. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by RUHS-BH and not renewed for a subsequent fiscal year, the parties reserve the right to enter into settlement talks, in accordance with the dispute resolution process, with the other party 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 dispute resolution process, the parties 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.
- I. 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 applicable law or under this Agreement.
- J. CONTRACTOR shall submit a properly prepared cost report as required by the Cost Report Section found in Exhibit C of this Agreement.

XXVII. SOVEREIGN IMMUNITY; LIMITED WAIVER; AND DISPUTE RESOLUTION:

- A. **Sovereign Immunity; Limited Waiver.** County acknowledges and agrees that Contractor is a nonprofit Indian Health Program founded and operated by a consortium of federally recognized Indian tribes providing culturally appropriate health care services pursuant to its Compact with the U.S. Indian Health Services under the ISDEAA, and that Contractor and each consortium tribe

maintains sovereign immunity as a matter of federal law. County acknowledges and agrees that Contractor is without authority to waive the sovereign immunity of any consortium member Tribe. County acknowledges and agrees that nothing contained in this Agreement is or will be construed as a waiver of the sovereign immunity of Contractor or any consortium member Tribe, except for the limited waiver of Contractor's (and not any consortium Tribe's) sovereign immunity solely for Alternative Dispute Resolution ("ADR") actions brought by County or the State of California (and no other person or entity) for mediation or binding arbitration pursuant to the process set forth below. Contractor grants a limited waiver of its sovereign immunity solely limited to specific performance of the terms of this Agreement and to actual damages (specifically excluding punitive, consequential, and all other damages) for failure to pay sums due and owing for services rendered. This limited waiver is to be strictly and narrowly construed to protect the sovereignty of Contractor and does not waive the sovereign immunity of any consortium member Tribe in any matter whatsoever. Contractor's assets, and the assets of any member Tribe, are not subject to attachment under this limited waiver of sovereign immunity. This limited waiver is to be strictly and narrowly construed in favor of Contractor. The parties further acknowledge and agree that because Contractor is immune from suit, except for the limited waiver provided here for ADR, principles of federal, tribal, or California law may be used as a guide in interpreting this Agreement, in addition to the applicable laws and regulations references in this Agreement.

B. Compliance with Law; Alternative Dispute Resolution. County and Contractor each represent and warrant that it will comply with all applicable federal, tribal, state, and local laws during the course of this Agreement. In the event of a dispute, the parties agree to make a good faith effort to resolve the dispute through a "meet and confer" process. If the good faith effort does not resolve the dispute, either party may compel alternative dispute resolution ("ADR") under this section by providing written notice to the other party. ADR is the exclusive means of resolving disputes under this Agreement.

1. **Meet and Confer:** Whenever any disagreement or dispute arises between the parties related to this Agreement, including but not limited to whether a breach of this Agreement has occurred, the parties will in good faith attempt to resolve the dispute by first meeting and discussing the issues in dispute. Contractor, as part of the meet and confer process, may request review by the appropriate program/regional manager of RUHS-BH, and if not satisfactorily resolved within 10 business days, may elevate the issue to the RUHS-BH Director. County, as part of the meet and confer process, may request review by the appropriate program manager of RSBCIHI, and if not satisfactorily resolved within 10 business days, may elevate the issue to the RSBCIHI CEO. If the Director/CEO is not able to resolve the dispute within an additional 10 business days, or such other period of time as mutually agreed to by the parties, a party may submit a written request to proceed to mediation. Because the purpose of meeting and conferring is a mutually agreeable resolution of the dispute, which may include a compromise or settlement, the parties agree that statements made during the meet and confer process are confidential.
2. **Mediation:** Where the issues cannot be resolved as set forth in subsection (a) within thirty (30) days of giving notice by either party, the dispute or disagreement will be submitted to mediation through an ADR organization such as Judicial Arbitration and Mediation Services ("JAMS"), an Inter-Tribal Court such as the Intertribal Court of Southern California ("ICSC"), or any other competent mediation forum mutually agreed to by the parties. Both parties agree to participate in good faith at such mediation and bear their own costs. Because the purpose of mediation is a mutually agreeable resolution of the dispute, which may include a compromise or settlement, the parties agree that statements made during mediation are confidential.
3. **Arbitration:** If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after mediation concludes, either party may seek a resolution by binding arbitration in accordance with the procedures set forth here. Any claim, controversy or dispute arising out of or relating to this Agreement must be submitted to binding arbitration conducted by JAMS, ICSC, or another mutually agreeable ADR forum in accordance with its applicable rules then in effect, without

regard to any rule or provision which could be construed as a limited or general waiver of sovereign immunity. The matter will be heard by one neutral arbitrator to be selected by mutual agreement of the parties, and in the event mutual agreement cannot be reached, in accordance with the rules and procedures established by JAMS or other Tribal Court or ADR forum. Any rule providing for any judicial process related to the arbitration process or decision will be of no force and no effect. The parties will bear their own legal costs related to any arbitration, and will each pay one-half the cost for the arbitrator and their reasonable expenses. Any arbitration decision will be final and binding over the parties, self-executory, and without further appeal or any judicial recourse or other judicial process, except that an arbitration award may be confirmed and enforced pursuant to the *Federal Arbitration Act*, 9 U.S.C. § 1 *et seq.*, in the United States District Court or, in the event such court lacks jurisdiction, in the ICSC, other Tribal Court, or the courts of the State of California; *provided* such award is consistent with this Agreement and Contractor's limited waiver of sovereign immunity. No court may review the factual basis for the arbitration decision.

The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive or consequential damages or any other relief beyond what this Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedures described above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations. Except to the limited extent of this provision for mediation or binding arbitration, Contractor does not waive its sovereign immunity from suit.

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. 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:
RIVERSIDE-SAN BERNARDINO
COUNTY INDIAN HEALTH, INC.
11980 MOUNT VERNON AVENUE
GRAND TERRACE, CA 92313

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

INFORMATIONAL COPY TO:
RIVERSIDE UNIVERISTY HEALTH SYSTEM – BEHAVIORAL HEALTH
MHSA ADMINISTRATION/PREVENTION EARLY INTERVENTION
2085 RUSTIN AVENUE
RIVERSIDE, CA 92507

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**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM – CMHPP
DEPARTMENT ID: 4100221360.74720.536240

I. INTRODUCTION

The **Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)** addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention services for the American Indian/Alaskan Native (AI/AN) community specifically. CONTRACTOR will provide educational activities within community organizations such as schools, local-faith based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of the CMHPP is to:

- A. Establish a collaboration and partnership between the **Riverside University Health System-Behavioral Health (RUHS-BH)** and key community leaders from the target population groups identified as community mental health promoters;
- B. Promote awareness of mental health topics and resources specifically tailored to these communities;
- C. Increase access to needed services including Prevention and Early Intervention programs; and
- D. To provide supervision and ongoing training to support the community-based work of the **Community Mental Health Promoters (CMHP)** and assist them with developing/enhancing their relationship with the community they serve.

III. TARGET POPULATION CRITERIA

The American Indian/Alaskan Native (AI/AN) community throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the identified regions below:

A. Western:

The Western Region serves Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Western Region as possible. All areas within the Western Region would be eligible for services through the Community Mental Health Promotion Program.

B. Mid-County:

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible. All areas within the Mid-County Region would be eligible for services through the Community Mental Health Promotion Program.

C. Desert:

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, Banning, Palm Springs, Cathedral City, Desert Hot Springs, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to provide accessibility to as many areas in the Desert Region as possible. All areas within the Desert Region would be eligible for services through the Community Mental Health Promotion Program.

V. GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with 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

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

1. The contractor will provide 40-hours of training based on the Empowerment Model in which the CMHPs are empowered to design their own plan of action as a group, based on their perceived mental health needs of the community. After the CMHPs 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. The final plan of action must be approved by RUHS-BH, MHSA PEI.

B. Services Sites

1. 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, and community centers.
2. The facility must be in compliance with any applicable state and local laws and requirements.

VI. SERVICE DELIVERY REQUIREMENTS

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

- A. Services to be provided utilizing Community Mental Health Promotion Program (CMHPP) to target the American Indian/Alaskan Native (AI/AN) community.
- B. Establish a Community Mental Health Promoters (CMHPs) expert workgroup comprised of Community Promoter and Health Promoter agencies that have experience training and working with CMHPs, in all three (3) regions, including representatives from RUHS-BH, ethnic specific providers, community development organizations, etc.
- C. The CMHPs expert workgroup will identify specific needs of the Riverside County American Indian/Alaskan Native (AI/AN) population, review established CMHPs training curriculums and select and adapt a 40-hour CMHP Mental Health curriculum designed to train the CMHPs about mental health and mental illness. Contractor and workgroup will collaborate with RUHS-BH-PEI to evaluate and approve 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 awareness of additional support services available.
- D. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the American Indian/Alaskan Native (AI/AN) community.
 1. Across age groups
 2. Reflective of the American Indian/Alaskan Native (AI/AN) demographics (e.g., gender, sexual orientation); and
 3. Regional representation.
- E. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHPs.
- F. As a result of the expert workgroup, develop a CMHPs training binder, as well as a flip chart and a resource binder, to be given to each of the trained CMHPs.
- G. Ensure that CMHPs have a current and culturally competent list of local resources

H. Ensure that CMHPs facilitate 1-hour presentations that include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.

1. Education Program

- a. 1-hour presentations shall be held on a monthly basis 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 community centers, community based organizations, and faith based organizations.
- b. Each participant will receive a folder with printed information related to the topics being discussed.

2. General Outreach

- a. Additional community activities may include, but are not limited to:
 - 1) Attendance at health fairs to provide written and verbal information on mental health related topics.
 - 2) Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other MHSA PEI activities; conduct advocacy and linkage to MHSA PEI activities.
- b. Provide administrative, supervisory and clerical support for CMHPP activities in all three (3) regions. These activities will include, but are not 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) Facilitate 2-hour weekly consultations to CMHPs. These weekly regional meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working, as well as, barriers. These meetings will allow CMHPs to define mental health related issues meaningful in each region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.
- c. Coordinate activities and the regional deployment of CMHPP activities in each region of the County, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- d. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the CMHPs mental health activities
- e. Coordinate and work in partnership with RUHS-BH, MHSA PEI, in order to effectively identify areas of the County that are unserved/underserved.
- f. Contractor(s) staff will participate in 2-hour monthly meetings coordinated and facilitated by RUHS-BH-PEI related to implementation of the CMHP program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS

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

- A. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- B. 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.
- C. All staff providing services and supports are required to attend the following trainings:
 - 1. Mental Health First Aid Training
 - 2. SafeTALK – Suicide Alertness Training
 - 3. Attend annual PEI Summit

- D. Ensure that CMHPs possess the ability to provide culturally competent services to consumers that represent the ethnic, linguistic, and gender characteristics of the identified population. Consumers and/or family members can be considered as CMHPs, if appropriate.
- E. Provide administrative, supervisory, and clerical support for CMHPs.
- F. Ensure that all staff and CMHPs working with the communities be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- G. To implement CMHP program, the following staffing pattern will meet the annual goal (maximum 1,080 unduplicated individuals, 360 per region):
 - 1. Project Coordinator 0.33 FTE/per region:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote the CMHPP 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, data collection, consultation, challenges, and successes within the program.
 - d. Ensure that the CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the required CMHPP 40-hour training.
 - f. Ensure that the CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by the CMHPs.
 - h. Coordinate activities and implementation of the CMHPP activities in each region.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
 - 2. Community Mental Health Promoter – 1.0 FTE/per region:
 - a. Facilitate outreach events and 1-hour educational workshops on a monthly basis.
 - b. Attend 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 MHSA PEI activities.
 - d. Conduct advocacy and linkage to MHSA PEI activities.
 - e. Responsible for the on-going recruitment of community members interested in workshop presentations; maintain positive relationships with local service organizations, churches and community neighborhood centers.
 - f. Assist in monthly collection of data and report preparation.
 - g. Provide individualized comprehensive care navigation and clinical linkage services.
 - 3. Office Assistant – 0.33 FTE/per region:
 - a. Provide administrative and office support for the CMHPP.

VIII. REGULATORY COMPLIANCES

CONTRACTOR shall:

- A. Comply with applicable 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 applicable State laws and local ordinances.

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IX. 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 RUHS-BH. 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. 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.
- C. CMHPP 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.
- D. Monthly documentation of each presentation facilitated by a CMHP which includes the name of the CMHP, the date of presentation, name and duration of the presentation, sign in sheets with the participants name, demographic information of participants and list of materials presented/discussed.
- E. Monthly documentation of outreach efforts, which will include but not be limited to date, time, location, demographic information, estimated number of participants and list of materials distributed.
- F. Monthly documentation of individualized comprehensive care navigation and clinical linkage to services. which will include but not be limited to date, time, location, demographic information, and resources provided.
- G. Prior to conducting any CMHPP presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder, flip chart, and resource binder.
- H. Copies of completed outcome measures as outlined in Exhibit D, Data Collection Guidelines.
- I. Other requirements may be determined as necessary.

X. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (**Exhibit D to be established**) 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:

- 1. Outcome measures will be developed in partnership with RUHS-BH and awarded contractor(s). CMHPs attending the 40-hour training will be administered a pre and post-test, as well as, a satisfaction survey. In addition, the selected contractor will provide satisfaction surveys to participants of all presentations and community activities facilitated by the CMHPs. The above listed outcome measures will be given to RUHS-BH for evaluation.
- 2. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the CMHPs.
- 3. 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:

- 1. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- 2. 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.

3. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

C. The Performance-Based Criteria for Community Mental Health Promotion Program are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Community Mental Health Promotion Program. Approximately 30 unduplicated participants per month per target population per region.	CONTRACTOR will submit all required documentation for each person participating in the program.	30 unduplicated participants per month 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 to be established).	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 Community Mental Health Promotion 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.	100% of participants will receive the program consistent with the program guidelines.

XI. 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.

XII. 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.

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

CONTRACTOR: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: 4100221360.74720.536240

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
- Indian Child Protection and Family Violence Prevention Act (“ICPFVPA”), 25 U.S.C. § 3207.
- Indian Self Determination and Education Assistance Act (“ISDEAA”), 25 U.S.C. 5301 § *et seq.* (formerly section 450)
- Federal Tort Claims Act (“FTCA”)(28 U.S.C. 2671 *et seq.*)(*incorporated by Public Law 93-638*)(25 U.S.C. 5301(d))(formerly Section 458aaa-15).

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

RSBCIHI

- Applicable RSBCIHI policies, including Behavior Health and Privacy Policies

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**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR: RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM
(CMHPP)
DEPARTMENT ID: 4100221360.74720.536240

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 2019/2020 shall be \$331,500 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

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

D. MEDI-CAL (M/C):

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

E. LOCAL MATCH REQUIREMENTS:

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

F. REVENUES:

As applicable:

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

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

G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and

confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.

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

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

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

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

J. COST REPORT:

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

reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":

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

K. BANKRUPTCY:

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

L. AUDITS:

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

M. TRAINING:

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

N. FURNISHINGS AND EQUIPMENT

1. OWNERSHIP: If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information; when property is acquired; date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list,

COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

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

4. CAPITAL ASSETS:

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


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**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC. FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - DESERT REGION MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$110,500 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

CATEGORY DESCRIPTION	PROGRAM		OUTREACH		TOTAL SALARIES/BENEFITS				
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
	10/20	10/20	10/20	10/20	10/20	10/20	10/20	10/20	10/20
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator	\$4,333	\$1,300	\$5,633	\$13,000	\$3,900	\$16,900	\$17,333	\$5,200	\$22,533
b. Community Mental Health Promoter	\$9,880	\$2,964	\$12,844	\$29,640	\$8,892	\$38,532	\$39,520	\$11,856	\$51,376
c. Office Assistant	\$2,600	\$936	\$3,536	\$7,800	\$2,340	\$10,140	\$10,400	\$3,276	\$13,676
Total Personnel Expenditures	\$16,813	\$5,200	\$22,013	\$50,440	\$15,132	\$65,572	\$67,253	\$20,332	\$87,585
2. Operating Expenditures									
a. Rent, Utilities	\$0		\$0			\$0			\$0
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)	\$2,100		\$2,100			\$1,215			\$3,315
c. Mileage, Transportation	\$2,500		\$2,500			\$3,450			\$5,950
d. Training Materials (manuals, printing etc)	\$1,000		\$1,000			\$2,600			\$3,600
e. Other Operating Expenses	\$0		\$0			\$0			\$0
Total Operating Expenditures	\$5,600		\$5,600			\$7,265			\$12,865
Total Personnel & Operating Expenditures	\$22,413		\$27,613			\$72,837			\$100,450
3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost	\$4,142		\$4,142			\$5,908			\$10,050
Total Indirect Administrative Expenses	\$4,142		\$4,142			\$5,908			\$10,050
Projection of 15% Limit	\$4,142		\$4,142			\$10,926			\$15,068
TOTAL CONTRACT MAXIMUM OBLIGATION	\$31,755		\$31,755			\$78,745			\$110,500

FUNDING SOURCE DOCUMENT 2019-20 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE:  DATE: 6/28/19
 Ann Marie Foglio, MHSA Administration / PEI PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE:  DATE: 6/28/19
 Marilyn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574


**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC. FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - MID COUNTY REGION MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$110,500 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

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

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator	\$4,333	\$1,300	\$5,633	\$13,000	\$3,900	\$16,900	\$17,333	\$5,200	\$22,533
b. Community Mental Health Promoter	\$9,880	\$2,964	\$12,844	\$29,640	\$8,892	\$38,532	\$39,520	\$11,856	\$51,376
c. Office Assistant	\$2,600	\$936	\$3,536	\$7,800	\$2,340	\$10,140	\$10,400	\$3,276	\$13,676
Total Personnel Expenditures	\$16,813	\$5,200	\$22,013	\$50,440	\$15,132	\$65,572	\$67,253	\$20,332	\$87,585
2. Operating Expenditures									
a. Rent, Utilities	\$0		\$0			\$0			\$0
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$2,100			\$1,215			\$3,315
c. Mileage, Transportation			\$2,500			\$3,450			\$5,950
d. Training Materials (manuals, printing etc)			\$1,000			\$2,600			\$3,600
e. Other Operating Expenses			\$0			\$0			\$0
Total Operating Expenditures			\$5,600			\$7,265			\$12,865
Total Personnel & Operating Expenditures			\$22,413			\$72,837			\$100,250
3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost			\$4,142			\$5,908			\$10,050
Total Indirect Administrative Expenses			\$4,142			\$5,908			\$10,050
Projection of 15% Limit			\$4,142			\$10,926			\$15,068
TOTAL CONTRACT MAXIMUM OBLIGATION			\$31,755			\$78,745			\$110,500

FUNDING SOURCE DOCUMENT 2019-20 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE  DATE: 6/28/19
 Ann Marie Foglib, MHSA Administration / PEI PHONE: 951-955-7169


FISCAL/ACCOUNTANT SIGNATURE  DATE: 6/28/19
 Marlynn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574


**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC. FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - WESTERN REGION MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$110,500 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

CATEGORY DESCRIPTION	PROGRAM		OUTREACH		TOTAL SALARIES/BENEFITS				
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
	10/20	10/20	10/20	10/20	10/20	10/20	10/20	10/20	10/20
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator	\$4,333	\$1,300	\$5,633	\$13,000	\$3,900	\$16,900	\$17,333	\$5,200	\$22,533
b. Community Mental Health Promoter	\$9,880	\$2,964	\$12,844	\$29,640	\$8,892	\$38,532	\$39,520	\$11,856	\$51,376
c. Office Assistant	\$2,600	\$936	\$3,536	\$7,800	\$2,340	\$10,140	\$10,400	\$3,276	\$13,676
d. Peer Support									
Total Personnel Expenditures	\$16,813	\$5,200	\$22,013	\$50,440	\$15,132	\$65,572	\$67,257	\$20,332	\$87,589
2. Operating Expenditures									
a. Rent, Utilities									\$0
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$2,100			\$1,215			\$3,315
c. Mileage, Transportation			\$2,500			\$3,450			\$5,950
d. Training Materials (manuals, printing etc)			\$1,000			\$2,600			\$3,600
e. Other Operating Expenses									\$0
Total Operating Expenditures			\$5,600			\$7,265			\$12,865
Total Personnel & Operating Expenditures			\$22,413			\$72,837			\$100,454
3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost			\$4,142			\$5,908			\$10,050
Total Indirect Administrative Expenses			\$4,142			\$5,908			\$10,050
Projection of 15% Limit			\$4,142			\$10,926			\$15,068
TOTAL CONTRACT MAXIMUM OBLIGATION			\$31,755			\$78,745			\$110,500

FUNDING SOURCE DOCUMENT 2019-20 CLUB Net Funding

ADMIN SVCS ANALYST SIGNATURE  DATE: 6/28/19
 Ann Marie Foglio, MHSA Administrator / PEI PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE  DATE: 6/28/19
 Marilyn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574



Community Mental Health Promoter Program

Data Collection Guidelines (under development)

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 Community Mental Health Promoter 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 Community Mental Health Promoter Program will document progress toward addressing the needs of the African American, Asian American, Native American, Deaf and Hard of Hearing, and LGBTQ communities 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 program training, the number of people served by promoters 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: Community Mental Health Promoter 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.

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

PROGRAM NAME	RU#	STAFF MAKING REPORT
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CLIENT NAME	DOB	RUHS-BH CLIENT ID#
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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, INC., a California non-profit agency, 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: 8/15/19
Herbert K Hatanaka, DSW
Special Service for Groups
905 E. 8th Street
Los Angeles, CA 90021

COUNTY

By: Kevin Jeffries Date: OCT 08 2019
Kevin Jeffries, Chairman
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: Kecia R. Harper
DEPUTY

OCT 08 2019 3.23

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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 July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to three (3) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

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

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

V. INDEPENDENT CONTRACTOR:

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

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

Contractor shall maintain, as appropriate, the following:

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

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

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

VII. ADMINISTRATIVE CHANGE IN STATUS:

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

VIII. DELEGATION AND ASSIGNMENT:

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

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

IX. ALTERATION:

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

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

X. INDEMNIFICATION:

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

XI. INSURANCE:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

CONTRACTOR shall maintain liability insurance for all vehicles, or other mobile equipment, used in the performance of the obligations under this Agreement in an amount not less than \$1,000,000 per

occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the RUHS-BH as an Additional Insured.

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RUHS-BH Risk Manager. If the RUHS-BH's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the RUHS-BH Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the RUHS-BH, at the election of the RUHS-BH's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RUHS-BH, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and/or, 2) if requested to do so orally or in writing by the RUHS-BH Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) and shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, 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:

**HERBERT K. HATANAKA, DSW
SPECIAL SERVICE FOR GROUPS, INC.
905 E. 8th STREET
LOS ANGELES, CA 90021**

COUNTY:

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

INFORMATIONAL COPY TO:

**RIVERSIDE UNIVERISTY HEALTH SYSTEM – BEHAVIORAL HEALTH
MHSA ADMINISTRATION/PREVENTION EARLY INTERVENTION
2085 RUSTIN AVENUE
RIVERSIDE, CA 92507**

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**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: SPECIAL SERVICE FOR GROUPS, INC.
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM – CMHPP
DEPARTMENT ID: 4100221TBD.74720.536240

I. INTRODUCTION

The **Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)** addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention services for the Asian American and Pacific Islander (AAPI) community specifically. CONTRACTOR will provide educational activities within community organizations such as schools, local-faith based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of the CMHPP is to:

- A. Establish a collaboration and partnership between the **Riverside University Health System-Behavioral Health (RUHS-BH)** and key community leaders from the target population groups identified as community mental health promoters;
- B. Promote awareness of mental health topics and resources specifically tailored to these communities;
- C. Increase access to needed services including Prevention and Early Intervention programs; and
- D. To provide supervision and ongoing training to support the community-based work of the **Community Mental Health Promoters (CMHP)** and assist them with developing/enhancing their relationship with the community they serve.

III. TARGET POPULATION CRITERIA

The Asian American and Pacific Islander (AAPI) community throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the identified regions below:

A. Western:

The Western Region serves Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Western Region as possible. All areas within the Western Region would be eligible for services through the Community Mental Health Promotion Program.

B. Mid-County:

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible. All areas within the Mid-County Region would be eligible for services through the Community Mental Health Promotion Program.

V. GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with 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

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

1. The contractor will provide 40-hours of training based on the Empowerment Model in which the CMHPs are empowered to design their own plan of action as a group, based on their perceived mental health needs of the community. After the CMHPs 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. The final plan of action must be approved by RUHS-BH, MHSA PEI.

B. Services Sites

1. 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, and community centers.
2. The facility must be in compliance with any applicable state and local laws and requirements.

VI. SERVICE DELIVERY REQUIREMENTS

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

- A. Services to be provided utilizing Community Mental Health Promotion Program (CMHPP) to target the Asian American and Pacific Islander (AAPI) community.
- B. Establish a Community Mental Health Promoters (CMHPs) expert workgroup comprised of Community Promoter and Health Promoter agencies that have experience training and working with CMHPs, in two (2) regions, including representatives from RUHS-BH, ethnic specific providers, community development organizations, etc.
- C. The CMHPs expert workgroup will identify specific needs of the Riverside County Asian American and Pacific Islander (AAPI) population, review established CMHPs training curriculums and select and adapt a 40-hour CMHP Mental Health curriculum designed to train the CMHPs about mental health and mental illness. Contractor and workgroup will collaborate with RUHS-BH-PEI to evaluate and approve 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 awareness of additional support services available.
- D. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the Asian American and Pacific Islander (AAPI) community.
 1. Across age groups
 2. Reflective of the Asian American and Pacific Islander (AAPI) demographics (e.g., gender, sexual orientation); and
 3. Regional representation.
- E. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHPs.
- F. As a result of the expert workgroup, develop a CMHPs training binder, as well as a flip chart and a resource binder, to be given to each of the trained CMHPs.
- G. Ensure that CMHPs have a current and culturally competent list of local resources
- H. Ensure that CMHPs facilitate 1-hour presentations that include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
 1. Education Program
 - a. 1-hour presentations shall be held on a monthly basis 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 community centers, community based organizations, and faith based organizations.
 - b. Each participant will receive a folder with printed information related to the topics being discussed.

2. General Outreach

- a. Additional community activities may include, but are not limited to:
 - 1) Attendance at health fairs to provide written and verbal information on mental health related topics.
 - 2) Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other MHSA PEI activities; conduct advocacy and linkage to MHSA PEI activities.
- b. Provide administrative, supervisory and clerical support for CMHPP activities in two (2) regions. These activities will include, but are not 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) Facilitate 2-hour weekly consultations to CMHPs. These weekly regional meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working, as well as, barriers. These meetings will allow CMHPs to define mental health related issues meaningful in each region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.
- c. Coordinate activities and the regional deployment of CMHPP activities in each region of the County, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- d. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the CMHPs mental health activities
- e. Coordinate and work in partnership with RUHS-BH, MHSA PEI, in order to effectively identify areas of the County that are unserved/underserved.
- f. Contractor(s) staff will participate in 2-hour monthly meetings coordinated and facilitated by RUHS-BH-PEI related to implementation of the CMHP program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS

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

- A. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- B. 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.
- C. All staff providing services and supports are required to attend the following trainings:
 1. Mental Health First Aid Training
 2. SafeTALK – Suicide Alertness Training
 3. Attend annual PEI Summit
- D. Ensure that CMHPs possess the ability to provide culturally competent services to consumers that represent the ethnic, linguistic, and gender characteristics of the identified population. Consumers and/or family members can be considered as CMHPs, if appropriate.
- E. Provide administrative, supervisory, and clerical support for CMHPs.
- F. Ensure that all staff and CMHPs working with the communities be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- G. To implement CMHP program, the following staffing pattern will meet the annual goal (maximum 720 unduplicated individuals, 360 per region):
 1. Project Coordinator 0.33 FTE/per region:
 - a. Provide overall coordination and oversight for the CMHPP.

- b. Promote the CMHPP 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, data collection, consultation, challenges, and successes within the program.
 - d. Ensure that the CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the required CMHPP 40-hour training.
 - f. Ensure that the CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by the CMHPs.
 - h. Coordinate activities and implementation of the CMHPP activities in each region.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
2. Community Mental Health Promoter – 1.0 FTE/per region:
- a. Facilitate outreach events and 1-hour educational workshops on a monthly basis.
 - b. Attend 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 MHSA PEI activities.
 - d. Conduct advocacy and linkage to MHSA PEI activities.
 - e. Responsible for the on-going recruitment of community members interested in workshop presentations; maintain positive relationships with local service organizations, churches and community neighborhood centers.
 - f. Assist in monthly collection of data and report preparation.
 - g. Provide individualized comprehensive care navigation and clinical linkage services.
3. Office Assistant – 0.33 FTE/per region:
- a. Provide administrative and office support for the CMHPP.

VIII. 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.

IX. 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 RUHS-BH. 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. 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.
- C. CMHPP 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.

- D. Monthly documentation of each presentation facilitated by a CMHP which includes the name of the CMHP, the date of presentation, name and duration of the presentation, sign in sheets with the participants name, demographic information of participants and list of materials presented/discussed.
- E. Monthly documentation of outreach efforts, which will include but not be limited to date, time, location, demographic information, estimated number of participants and list of materials distributed.
- F. Monthly documentation of individualized comprehensive care navigation and clinical linkage to services. which will include but not be limited to date, time, location, demographic information, and resources provided.
- G. Prior to conducting any CMHPP presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder, flip chart, and resource binder.
- H. Copies of completed outcome measures as outlined in Exhibit D, Data Collection Guidelines.
- I. Other requirements may be determined as necessary.

X. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (**Exhibit D to be established**) 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:

- 1. Outcome measures will be developed in partnership with RUHS-BH and awarded contractor(s). CMHPs attending the 40-hour training will be administered a pre and post-test, as well as, a satisfaction survey. In addition, the selected contractor will provide satisfaction surveys to participants of all presentations and community activities facilitated by the CMHPs. The above listed outcome measures will be given to RUHS-BH for evaluation.
- 2. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the CMHPs.
- 3. 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:

- 1. RUHS-BH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- 2. 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.
- 3. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the program.

C. The Performance-Based Criteria for Community Mental Health Promotion Program are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Community Mental Health Promotion	CONTRACTOR will submit all required documentation for each	30 unduplicated participants per month per target population

Program. Approximately 30 unduplicated participants per month per target population per region.	person participating in the program.	countywide will participate in the program.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol (Exhibit D to be established).	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 Community Mental Health Promotion 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.	100% of participants will receive the program consistent with the program guidelines.

XI. 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.

XII. 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.

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

CONTRACTOR: SPECIAL SERVICE FOR GROUPS, INC.
PROGRAM: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: 4100221TBD.74720.536240

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

FEDERAL

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

STATE

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

COUNTY

Behavioral Health Policies

- Code of Ethics – Policy 108
- Cultural 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: SPECIAL SERVICE FOR GROUPS, INC.
PROGRAM NAME: ETHNICALLY AND CULTURALLY SPECIFIC
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM (CMHPP)
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 2019/2020 shall be \$261,930 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.

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**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC. FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - WESTERN MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$130,965 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

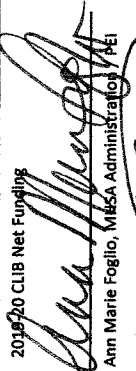
MODALITY: INDIRECT SVC
 MODE OF SERVICE: 45
 SERVICE FUNCTION: 10/20


CATEGORY DESCRIPTION	PROGRAM		OUTREACH		TOTAL SALARIES/BENEFITS					
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL A	TTL B	TTL S	TTL A & B
1. Personnel Expenditures (from Staffing Detail)										
a. Program Coordinator	\$18,359	\$5,141	\$23,500	\$5,401	\$1,512	\$6,913	\$23,760	\$6,653		\$30,413
b. Community Mental Health Promoter	\$18,720	\$5,242	\$23,962	\$18,720	\$5,242	\$23,962	\$37,440	\$10,484		\$47,924
c. Office Assistant	\$13,200	\$3,696	\$16,896	\$0	\$0	\$0	\$13,200	\$3,696		\$16,896
Total Personnel Expenditures	\$50,279	\$14,079	\$64,358	\$24,121	\$6,754	\$30,875	\$74,000	\$20,833		\$94,833

2. Operating Expenditures										
a. Rent, Utilities			\$2,441			\$1,294				\$3,735
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$5,792			\$208				\$6,000
c. Mileage, Transportation			\$1,357			\$1,357				\$2,714
d. Training Materials (manuals, printing etc)			\$300			\$0				\$300
e. Other Operating Expenses										
Cell Phones			\$1,176			\$624				\$1,800
Meeting Expense			\$2,160			\$0				\$2,160
Support for education participants- Childcare			\$600			\$0				\$600
Support for education participants- Transportation			\$400			\$0				\$400
Support for education participants- Tai Chi			\$450			\$0				\$450
Honorarium for expert workgroup			\$1,000			\$0				\$1,000
Language proficiency screening for CMHP's			\$140			\$0				\$140
Simultaneous Interpretation			\$1,000			\$0				\$1,000
f. Start Up Costs			\$1,800			\$0				\$1,800
Total Operating Expenditures			\$14,019			\$3,482				\$17,501
Total Personnel & Operating Expenditures			\$64,298			\$34,357				\$98,655

3. Indirect Administrative Expenses (not to exceed 15%)										
a. Administrative Cost			\$9,579			\$4,054				\$13,633
Total Indirect Administrative Expenses			\$9,579			\$4,054				\$13,633
Project 15%			\$12,446			\$5,154				\$17,600
TOTAL CONTRACT MAXIMUM OBLIGATION			\$92,553			\$38,412				\$130,965

FUNDING SOURCE DOCUMENT: 2019/20 CLIB Net Fundings

ADMIN SVCS ANALYST SIGNATURE:  DATE: 7-2-19
 Ann Marie Foglio, MHSA Administrator PEI PHONE: 951-955-7169

FISCAL/ACCOUNTANT SIGNATURE:  DATE: 6/28/19
 Marilyn Luckett, Fiscal Accounting Unit PHONE: 951-358-4574

**RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE K - BUDGET**

CONTRACT PROVIDER NAME: SPECIAL SERVICE FOR GROUPS, INC. FISCAL YEAR: 19/20
 PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
 DEPT ID/REGION: MHSA PEI - MID COUNTY MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING
 CONTRACT MAXIMUM OBLIGATION: \$130,965 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

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

CATEGORY DESCRIPTION	PROGRAM		OUTREACH		TOTAL SALARIES/BENEFITS				
	Salaries	Benefits	S&B	Salaries	Benefits	S&B	TTL \$	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator	\$18,359	\$5,141	\$23,500	\$5,401	\$1,512	\$6,913	\$23,760	\$6,653	\$30,413
b. Community Mental Health Promoter	\$18,720	\$5,242	\$23,962	\$18,720	\$5,242	\$23,962	\$37,440	\$10,484	\$47,924
c. Office Assistant	\$13,200	\$3,696	\$16,896	\$0	\$0	\$0	\$13,200	\$3,696	\$16,896
2. Operating Expenditures									
a. Rent, Utilities			\$2,441			\$1,294			\$3,735
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$5,792			\$208			\$6,000
c. Mileage, Transportation			\$1,357			\$1,357			\$2,714
d. Training Materials (manuals, printing etc)			\$300			\$0			\$300
e. Other Operating Expenses									
Cell Phones			\$1,176			\$624			\$1,800
Meeting Expense			\$2,160			\$0			\$2,160
Support for education participants- Childcare			\$600			\$0			\$600
Support for education participants- Transportation			\$400			\$0			\$400
Support for education participants- Tai Chi			\$450			\$0			\$450
Honorarium for expert workgroup			\$1,000			\$0			\$1,000
Language proficiency screening for CMHP's			\$140			\$0			\$140
Simultaneous Interpretation			\$1,000			\$0			\$1,000
f. Start Up Costs			\$1,800			\$0			\$1,800
3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost			\$9,579			\$4,054			\$13,633
TOTAL CONTRACT MAXIMUM OBLIGATION			\$82,553			\$5,154			\$17,600

Total Personnel Expenditures \$10,079
Total Operating Expenditures \$16,616
Total Personnel & Operating Expenditures \$26,695
Total Indirect Administrative Expenses \$4,054
Total Personnel & Operating Expenditures \$30,749

FUNDING SOURCE DOCUMENT 2019900 CLUB W/ft Funding
 ADMIN SVCS ANALYST SIGNATURE *Ann Marie Foglio* DATE: 7-2-19
 Ann Marie Foglio, MHSA Administration PEI PHONE: 951-955-7169
 FISCAL/ACCOUNTANT SIGNATURE *Marilyn Lockett* DATE: 6/28/19
 Marilyn Lockett, Fiscal Accounting Unit PHONE: 951-358-4574



Community Mental Health Promoter Program

Data Collection Guidelines (under development)

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 Community Mental Health Promoter 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 Community Mental Health Promoter Program will document progress toward addressing the needs of the African American, Asian American, Native American, Deaf and Hard of Hearing, and LGBTQ communities 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 program training, the number of people served by promoters 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: Community Mental Health Promoter 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.

**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**