

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



ITEM: 3.44

(ID # 17669)

MEETING DATE:

Tuesday, December 14, 2021

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Contract Aggregate for Cognitive Behavioral Therapy for Late Life Depression and Approve the Behavioral Health Agreement with Inland Caregiver Resource Center with the Option to Renew for Four (4) Additional One-Year Periods, All Districts. [\$377,652 for FY21/22, \$540,480 Annually FY22/23 through FY25/26, Up to \$37,765 in Additional Compensation for FY21/22, Up to \$54,048 in Additional Compensation Annually FY22/23 through FY25/26; \$2,539,572 Total for Five (5) Years, 100% State Funding].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Contractor Aggregate for Cognitive Behavioral Therapy for Late Life Depression services in the amount of \$377,652 for FY21/22 and in the amount of \$540,480 annually through FY25/26;

Continued on page 2


ACTION:Policy


Matthew Chang, Director 11/23/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 14, 2021
xc: RUHS-BH

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the Behavioral Health Agreement with Inland Caregiver Resource Center (ICRC) in the amount of \$311,652 includes a one-time start-up cost of \$17,331 for the term of November 1, 2021 through June 30, 2022 with the option to renew annually up to four (4) additional one-year periods through June 30, 2026 in the amount of \$441,480 annually and authorize the Chairperson of the Board to execute the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of funding and as approved by County Counsel to: a) exempt the County Purchasing Agent from the sole source requirement when adding new contractors not to exceed \$100,000 without securing competitive bids and while staying within the Board approved aggregate; 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 total annual aggregate.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$377,652	\$540,480	\$2,539,572	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

Funded by the Mental Health Services Act (MHSA), the Prevention and Early Intervention (PEI) program includes mental health outreach, awareness and stigma reduction, parent education and support, early intervention for families in schools, transition age youth projects, first onset for older adults and trauma-exposed services for unserved and underserved cultural populations. The PEI community planning process identified the need for early intervention for depression for the older adult population in Riverside County. RUHS-BH has established the Cognitive Behavioral Therapy for Late Life Depression (CBTLLD) program to address this need; the program includes the provision of an evidence-based practice for reducing depression and suicide risk in older adults.

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

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. PEI Services target individuals who may be experiencing the first onset of a mental health 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.

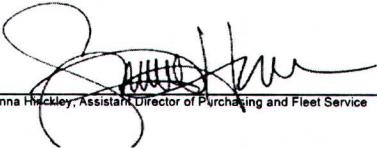
Contract History and Price Reasonableness

On October 26, 2020, Riverside County Purchasing on behalf of RUHS-BH released the Request for Proposal (RFP) #MHARC-265 Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Cognitive Behavioral Therapy for Late Life Depression (CBTLLD) via Public Purchase website. Notifications were sent to 228 organizations and 384 individuals. Proposals were received from one organization; it was pre-screened and determined to have the required sections. During the Best and Final Offer (BAFO) and Request for Clarifications (RFC) phase, Inland Caregiver Resource Center proposed an annual budget of \$441,480, plus \$17,331 for a one-time start-up cost. The Evaluation Committee comprised of RUHS-BH staff determined Inland Caregiver Resource Center (ICRC) to be the responsive, responsible bidder and recommended them for award.

CONTRACT MAXIMUM AMOUNTS

	Inland Caregiver Resource Center	Reserve	Total Aggregate
CURRENT FY (21/22)	\$311,652	\$66,000	\$377,652
Next FY (22/23)	\$441,480	\$99,000	\$540,480
FY (23/24)	\$441,480	\$99,000	\$540,480
FY (24/25)	\$441,480	\$99,000	\$540,480
FY (25/26)	\$441,480	\$99,000	\$540,480
TOTAL COST	\$2,077,572	\$462,000	\$2,539,572

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


Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

12/6/2021


Gregory H. Priamos, Director County Counsel

12/6/2021

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 INLAND CAREGIVER RESOURCE CENTER 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 26 and Exhibits A, B, C, and D and Schedule I and/or K, attached hereto and incorporated herein.

CONTRACTOR

By: _____

Carmen Estrada, Executive Director

Date: _____

11/15/21

COUNTY

By: _____

Karen Spiegel, Board Chair

Date: _____

DEC 14 2021

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

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SCHEDULE I/K

ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as outlined and described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Schedule K, Schedule I (if applicable) and any other exhibits, attachments or addendums.

II. PERIOD OF PERFORMANCE:

This Agreement shall be effective as of November 1, 2021, and continue in effect through June 30, 2022. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional four (4) years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule I or Schedule K. CONTRACTOR agrees to submit their National Provider Identification (NPI) and other support or required documentation to the COUNTY prior to reimbursement be processed by the COUNTY.

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall be responsible for making sure that their organization is in full compliance with all applicable Federal, State, County or local salary restrictions in conjunction with performing the services herein.

C. Union Organizing

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the County and then to the Attorney General upon request.

D. Lobbying And Restrictions And Disclosures Certification

Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section 1352 and 45 C.F.R. Part 93:

1. Certification and Disclosure Requirements
 - a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C. Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in by the COUNTY), consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by sub-section B of this provision.
 - b. CONTRACTOR shall file a disclosure (in the form set forth by the COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying Activities") if any funds other than

federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant.

- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1(a) herein. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
 - (iii) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
 - (iv) CONTRACTOR who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
 - (v) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1(a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to Program/Regional Administrator.

E. Prohibition

31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

F. National Provider Identifier (NPI)

All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs must be submitted to the Riverside University Health System - Behavioral Health (RUHS-BH) Information Services Unit prior to rendering services to clients. Contractors providing direct or indirect services for State reporting must also submit rendering (individual) provider NPIs and taxonomy code that corresponds with the work they are performing to RUHS-BH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with RUHS-BH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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.

- A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized County, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal, and program components, staff and facility(ies), the COUNTY shall enforce Agreement provisions and applicable COUNTY policies identified throughout this Agreement, including those related to threats and violent behavior or harassment in the workplace concerning its employees. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress towards goals. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare services and continuity of care with the COUNTY.
- B. As it pertains to the COUNTY and Program Monitoring, if at any point during the duration of this Agreement, the COUNTY determines CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification and the basis for the finding of noncompliance.
1. Within thirty (30) days of receiving notification, the CONTRACTOR shall provide a written plan of corrective action addressing the non-compliance.
 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall suspend other punitive actions in order to give the CONTRACTOR the opportunity to come into compliance.
 3. If the COUNTY determines CONTRACTOR has failed to implement corrective action, funds may be withheld until compliance is achieved.
 4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation and interview of witnesses. Failure to cooperate or take corrective action may result in termination of this Agreement.
- C. CONTRACTOR agrees that any duly authorized representative of the Federal, the State, COUNTY or local government shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous year's Agreements.
- D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until 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.
- E. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or County shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous year's Agreement(s).

- F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. If discrepancies are noted during the Contract Monitoring, a Corrective Plan of Action 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 may result in withholding of payment until the Corrective Plan of Action is received.
- G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and without a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when required for material non-compliance as it pertains to any provision of this Agreement.

V. STATUS OF CONTRACTOR:

- A. CONTRACTOR acknowledges that this Agreement is by and between the COUNTY 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 COUNTY and CONTRACTOR. 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 for the acts of its employees or agents as they relate to services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.
- B. 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 Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.
- C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited to, all Federal, State and applicable local income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.
- D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.
- E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments which COUNTY may be required to make pursuant to federal or state law.
- F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status related documentation:
 - 1. Articles of Incorporation;
 - 2. Any and all Amendment 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; and
 - 6. All applicable Federal, State and County licenses and certificates.

- G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. Sections 455.101 and 455.104.

VI. ADMINISTRATIVE CHANGE IN STATUS:

- A. 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 COUNTY in writing at least sixty (60) days prior to the effective date of the change. A change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location within the same region, closing a facility with services being offered in another already existing contracted facility, or change in services offered without an increase to the Agreement maximum. Other changes to the Agreement may result in a more formal Agreement amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.
- B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S Agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.
- C. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR'S updates of this information shall be provided to the COUNTY in accordance with Section XXXI, NOTICES, of this Agreement.
- D. If there are any CONTRACTOR administrative changes, such as signatory authority, management, site addresses, business locations, remittance addresses, tax identification numbers, business ownership, etc., a letter, on CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change(s), the appropriate documentation must be submitted to COUNTY within two weeks of the change.

VII. DELEGATION AND ASSIGNMENT:

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the subcontract, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that the DIRECTOR may require, nor shall any subcontract result in, or imply, the creation of a relationship between the COUNTY and any subcontractor.
- B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void.

- D. 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.

VIII. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto unless specifically made in writing by both parties hereto.

IX. LICENSES:

- A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide the services outlined herein, for its business to operate, and for personnel to provide services hereunder, and as required by all applicable laws and regulations set forth by the Federal, State, County and local governments, and all other appropriate governmental agencies.
- B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

X. INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, 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, and 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, their respective directors, officers, Board of Supervisors, employees, agents, elected and appointed officials and representatives in any legal claim or action based upon such alleged acts, failure to act or omissions.

COUNTY shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of COUNTY'S performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or employee.

XI. INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY 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

- D. 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.

VIII. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto unless specifically made in writing by both parties hereto.

IX. LICENSES:

- A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide the services outlined herein, for its business to operate, and for personnel to provide services hereunder, and as required by all applicable laws and regulations set forth by the Federal, State, County and local governments, and all other appropriate governmental agencies.
- B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

X. INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, 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, and 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, their respective directors, officers, Board of Supervisors, employees, agents, elected and appointed officials and representatives in any legal claim or action based upon such alleged acts, failure to act or omissions.

COUNTY shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of COUNTY'S performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or employee.

XI. INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY 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 County of Riverside.

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 COUNTY as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 COUNTY as 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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy 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 this section shall 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 COUNTY Risk Manager. If the COUNTY 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 COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with the COUNTY, 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; or, 2) if requested

to do so orally or in writing by the COUNTY 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) 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 coverage 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, Contracts Division. 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 COUNTY'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 subcontractors working under this Agreement.
6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

XII. LIMITATION OF COUNTY LIABILITY:

Notwithstanding any other provision of this Agreement, the liability of COUNTY shall not exceed the amount of funds appropriated in the 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, COUNTY 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, creed, gender, national origin, age, sexual orientation, marital status, physical, sensory, cognitive or mental disabilities. 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. 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, creed, gender, national origin, age, sexual orientation, marital status or physical, sensory, cognitive or mental disabilities.
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 worker's 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 for future contracts involving Federal, State or COUNTY funds.

B. Services, Benefits, and Facilities

1. CONTRACTOR certifies that CONTRACTOR and any or all of its Subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, national origin, age, sexual orientation, marital status, or physical, sensory, cognitive, or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681); Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84; provisions of the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code Section 12900 et. seq.) and 2 C.C.R. Section 7285.0 et. seq. Government Code Section 11135 et. seq.; and, 9 C.C.R. Section 10800 et. seq.
2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual orientation, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. 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 the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services. CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
4. CONTRACTOR will maintain a safe facility in accordance with Title 9, Division 1 of the California Code of Regulations. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S

"Medication Guidelines," available from the COUNTY Quality Improvement- Outpatient Division.

5. A completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting.
6. CONTRACTORS that relocate must find space that is accessible. CONTRACTORS that renovate their existing space must meet accessibility standards in order to maintain funding, certification or licensure.
7. CONTRACTORS that are not currently accessible to people with disabilities must have a written and posted referral policy and plan developed in conjunction with the RUHS-BH program administration and consumers must be provided with a copy of this policy.
8. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the County at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the RUHS-BH Administration.

XV. PERSONS WITH DISABILITIES:

CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto. No qualified person with a disability shall, on the basis of their disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program, service activity or employment opportunity provided by programs licensed or certified under this Agreement.

XVI. REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5th) working day of the following month.
- B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, State Department of Mental Health and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- C. 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.
- D. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.
- E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.
- F. As Mental Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:
 1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative services if, when and where applicable;
 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where applicable; and
 3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Mental Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the client has no objection.

XVII. 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 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part 2, and the laws and regulations promulgated subsequent thereto. The 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.

XVIII. CONFIDENTIALITY:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (ELMR) in accordance with WIC Sections 14100.2 and 5328 et seq, 42 C.F.R. Sections 431.300 et. seq., 42 U.S.C. Section 1320d et. seq. (the Health Insurance Portability and Accountability Act) as well as the corresponding regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

- A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client 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 client identifying information except as authorized by client, clients' legal representative or as permitted by Federal or State law, to anyone other than the COUNTY or State without prior valid authorization from the client or clients' 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, or other documents, CONTRACTOR will provide the COUNTY 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 or 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 identifying particular assigned to the individual, such as finger fingerprint or photograph.
- E. **Notification of Electronic Breach or Improper Disclosure**
During the term of this Agreement, CONTRACTOR shall notify COUNTY, 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 disclosures as required by applicable Federal, State and or County laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address as follows:

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

If the security breach requires notification under Civil Code section 1798.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.

F. Safeguards

The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information (PHI), included electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. In addition, 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 also provide COUNTY with a copy of information outlining such safeguards that are developed and implemented by the CONTRACTOR upon thirty (30) days written request by the COUNTY.

- G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict electronic and physical access to confidential, personal (e.g. PHI) or sensitive data to authorized users only. The CONTRACTOR shall enforce the following administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data:
1. Passwords must not be:
 - a. Shared or written down where they are accessible or recognizable by anyone else, such as taped to computer screens, stored under keyboards, or visible in a work area;
 - b. A dictionary word; and
 - c. Stored in clear text.
 2. Passwords must be:
 - a. Eight (8) characters or more in length;
 - b. Changed every 90 days;
 - c. Changed immediately if revealed or compromised; and,
 - d. Composed of characteristics from at least three of the following four groups from the standard keyboard:
 - (i) Upper Case letter (A-Z);
 - (ii) Lower case letters (a-z);
 - (iii) Arabic numerals (0 through 9); and
 - (iv) Non-alphanumeric characters (punctuation symbols).
- H. The CONTRACTOR shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:
1. Network-based firewall and/or personal firewall;
 2. Continuously updated anti-virus software; and,
 3. Patch management process including installation of all operating system/software vendor security patches.
- I. 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 and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). 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 or Triple DES.
1. 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.
 2. Employee Training and Discipline

The CONTRACTOR shall train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any of these Provisions, including termination of employment.

3. Disclaimer

COUNTY 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.

4. Interpretation

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.

CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of and agreement to comply with all confidentiality provisions as set forth in this Agreement.

- J. For the purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.

XIX. RECORDS/INFORMATION AND RECORD RETENTION:

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Justice, State Department of Health Care Services, 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 including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for clients. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under the Agreement.

A. Medical/Client Records

CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, the State Department of Health Care Services and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain adequate medical records on each individual patient which includes at a minimum, a client care plan, diagnostic procedures, evaluation studies, problems to be addressed, medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of patient interviews and progress notes.

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. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or State at reasonable times during normal business hours.

C. Financial Record Retention

Appropriate financial records shall be maintained and retained by CONTRACTOR 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. Patient/Client Record Retention

Patient/Client records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years following discharge of the client. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the client file is retained for ten (10) years after the client has been discharged from services.

E. Shared Records/Information

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

F. Client Records

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

G. Records Inspection

All records shall be available for inspection by all applicable and designated Federal, State, and COUNTY auditors during normal business hours. Records shall include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement; including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for clients. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such records or copies thereof, to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of no less than five (5) years pertaining to individuals over the age of eighteen (18) years of age related documentation; and no more than ten (10) years pertaining to minor related documentation after final payment under Agreement.

XX. 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 provided 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, board members, 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.

- A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of COUNTY, the following:
 - 1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.
 - 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. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.
- C. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.
- D. 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 Family Code Section 5200 et. seq.
- E. 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 the Social Security Act 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.

- F. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate any of its Staff, Personnel or Employees by means of cash. 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 only.
- G. 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.
- H. 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.

XXI. CULTURAL COMPETENCY

- A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring, maintaining and providing staff who can deliver services in the manner specified to the diverse multi-cultural population served under this Agreement. CONTRACTOR shall provide multi-cultural 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 orientation; gender and persons who are disabled. CONTRACTOR shall document its efforts to provide multi-cultural services in the manner specified. Documentation may include, but is not limited to the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in COUNTY 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, persons with disabilities.
- B. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures related to the treatment of culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports to be made available to the COUNTY upon request.

- C. CONTRACTOR shall provide services that are non-discriminatory and that meet the individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR shall ensure that high quality accessible mental health care includes:
1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in Spanish;
 2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures and designated staff responsible for implementation;
 3. Medically appropriate interventions, which acknowledge specific cultural influences;
 4. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need;
 5. Screening and certification of interpreters as specified in subparagraph 3 a below;
 6. Training to mental health providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served;
 7. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified;
 8. Client related information translated into the various languages of the diverse populations served; and,
 9. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
- D. CONTRACTOR shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and mental health staff. Any individual with limited English language capability or other communicative barriers shall have equal access to mental health services.
1. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate mental health terminology necessary to convey information such as symptoms or instructions to the client in both languages; and,
 2. A fluently bilingual person, who is not trained in the provision of mental health services, must complete training prior to providing services, which covers terms and concepts associated with mental health medications, and cultural beliefs and practices which may influence the client's mental health condition.
- E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency Plan may be obtained from the COUNTY'S website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural Competency Manager or designee upon written request via certified mail or facsimile to:

Riverside University Health System - Behavioral Health
Cultural Competency Program
P.O. Box 7549
Riverside, California 92513
Attention: Cultural Competency Manager
Fax: 951-358-4792

- F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to determine and implement cultural competency activities that shall include, but is not limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.
- G. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural competency as needed and requested by CONTRACTOR.
- H. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the COUNTYS Cultural Competency Plan. The following is a partial list of annual cultural competency trainings and topics that may be available through the COUNTY to assist CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager at the contact information location in subparagraph 4 of paragraph A. in Section XXI, CULTURAL COMPETENCY.
- I. CONTRACTOR will be responsible for reporting back to the COUNTY, annually in writing, all cultural competency related trainings that staff members have taken. The following format is recommended:

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
Example	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
Cultural Competence Introduction						

CONTRACTOR training information shall be submitted via facsimile to 951-358-4792 to the attention of the COUNTY Cultural Competency Program Manager on or before June 30 of each fiscal year.

- J. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30th deadline can not be met. CONTRACTOR will be responsible for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency Program Manager at the contact information listed herein.

XXII. INFORMING MATERIALS:

CONTRACTOR shall provide all clients with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the client or consumer sign, acknowledging receipt of the NPP information, and CONTRACTOR must keep client or

consumer signed acknowledgement on file every three (3) years upon receipt from client or consumer.

XXIII. CONFLICT OF INTEREST:

CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables him 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.

XXIV. PATIENTS' RIGHTS:

Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.

XXV. WAIVER OF PERFORMANCE:

No waiver by COUNTY 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.

XXVI. DRUG-FREE WORKPLACE CERTIFICATION:

If State funds are utilized to fund this Agreement as specified in Schedule I or Schedule K, the following Drug-Free Workplace requirements shall apply. 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 substance use in the workplace;
 - 2. The CONTRACTORS 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 substance use violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed 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 State contracts if the COUNTY 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.

XXVII. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- D. The COUNTY 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.
- E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. The COUNTY 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 patients served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 1. Temporarily withhold payments pending correction of the deficiency;
 2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,
 3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- H. 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 termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:
 1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
 3. If clients are to be transferred to another facility for services, furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer;
 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner consistent with the best interest of the clients' welfare;
 5. 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, which relate to personal services. 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 COUNTY, which approval or ratification shall be final for all purposes of this clause;

6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
 7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
 8. COUNTY 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. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.
- J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY 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 COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.
- K. The rights and remedies of COUNTY 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.

XXVIII. 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, the quality of patient services being rendered, and/or the withholding of CONTRACTOR'S payments due to instances such as material non-compliance or audit disallowances or both, the CONTRACTOR may file a written protest with the appropriate Program/Regional Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. The Program/Regional Administrator shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director, and (finally) DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or uphold the finding/decision.

XXIX. 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 contravention of any Federal, State, or County 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.

XXX. VENUE:

This Agreement shall be construed and interpreted according to the laws of the State of California. 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 and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other COUNTY.

XXXI. 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:

INLAND CAREGIVER RESOURCE CENTER
1430 EAST COOLEY DRIVE, SUITE 240
COLTON, CA 92324

COUNTY:

RIVERSIDE COUNTY
RIVERSIDE UNIVERSITY HEALTH SYSTEM
BEHAVIORAL HEALTH
ATTN: PROGRAM SUPPORT
P.O. BOX 7549
RIVERSIDE, CA 92513-7549

XXXII. MEETINGS:

As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all provider meeting as scheduled by the County Program Administrator/Manager or Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time.

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: INLAND CAREGIVER RESOURCE CENTER

PROGRAM NAME: Cognitive Behavioral Therapy for Late Life Depression

DEPARTMENT I.D.: 4100221396-74720-530280

CONTRACTOR shall provide the following:

1.1 PROGRAM GOALS AND OBJECTIVES

- 1.1.1 The primary goals of this program are to reduce the severity of depression within this population through the use of an evidence-based early intervention for older adults in Riverside County. This will result in increased resiliency and development of coping strategies for program participants. The program will be provided in culturally appropriate settings, incorporating the needs of the target population. Activities will be situated in de-stigmatizing locations to increase the likelihood of older adults accessing those activities which will include settings where older adults 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 older adults.
- 1.1.2 The CONTRACTOR is expected to utilize targeted outreach to engage older adults by working within the community and collaborating with community organizations, non-profit organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with this population.

1.2 TARGET POPULATION CRITERIA

The target population to be served is **Older Adults, 60 years and older**, who meet the following criteria:

- 1.2.1 Older adults with a priority to the following unserved and underserved cultural populations:
 - a. Lesbian, Gay, Bisexual, Transgender, Questioning;
 - b. Deaf/Hard of Hearing;
 - c. Hispanic;
 - d. African-American;
 - e. Native-American; and/or
 - f. Asian/Pacific Islander; and

- 1.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive service through the Cognitive Behavioral Therapy for Late Life Depression (CBTLLD) program, an evidence-based practice.

1.3 **GEOGRAPHICAL LOCATION OF SERVICES**

Services shall be provided in all three regions of the County.

Western Region: The target communities identified for Western Region are: Casa Blanca, Eastside Riverside, Jurupa Valley, Moreno Valley, and Rubidoux.

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

Desert Region: The target communities identified for the Desert Region are: Cathedral City, Desert Hot Springs, Indio, Mecca, Palm Springs (and the surrounding communities), and Thermal.

Additional communities could be included in the provision of CBTLLD services upon approval from RUHS-BH.

1.4 **GENERAL PROGRAM REQUIREMENTS**

CONTRACTOR is expected to work cooperatively with the Riverside University Health System – Behavioral Health (RUHS-BH), senior centers, community organizations, non-profit organizations, social service agencies, and local faith-based organizations to address the needs of the population.

1.4.1 **Facilities**

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, senior centers, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility must provide confidential space for individual early intervention therapeutic services.
- c. The facility must be in compliance with any applicable state and local laws and requirements.
- d. The facility must have space to store confidential information in a locked space.

1.4.2 **Programs**

- a. Early Intervention for Depression in Older Adults will utilize the evidence-based early intervention program CBTLLD as described in Section 1.5.1. The evidence-based practice CBTLLD will be provided by a Mental Health Clinician who possesses a Master's Degree or higher in the mental health field. The Mental Health Clinician will

be trained in the CBTLLD model. Licensed eligible providers are responsible for obtaining clinical supervision that meets the standards set by the Board of Behavioral Sciences in California or the Board of Psychology in California.

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

1.5 **PROGRAM DESCRIPTION**

CONTRACTOR shall offer an evidence based early intervention service for the Older Adult (60 years +) population in the Western, Mid-County and Desert regions of the County and target the communities identified above. Services to this population should be planned and delivered to ensure access to the targeted areas.

1.5.1 **General Program Type**

a. **Cognitive-Behavioral Therapy for Late Life Depression (CBTLLD) -**

This program is an evidence based early intervention service that reduces depression and suicide risk in older adults. CBTLLD is an active, directive, time-limited, and structured problem-solving approach program. CBTLLD includes specific modifications for older adults who are being treated clinically in community-based settings. The intervention includes strategies to facilitate learning with this population, such as repeated presentation of information using different modalities, slower rates of presentation, and greater use of practice along with greater use of structure and modeling behavior. Participants are taught to identify, monitor, and ultimately challenge negative thoughts about themselves or their situations and to develop more adaptive and flexible thoughts. Where appropriate, emphasis is also placed on teaching participants to monitor and increase pleasant events in their daily lives using behavioral treatment procedures. The intervention consists of up to twenty 50- to 60-minute sessions. CONTRACTOR shall utilize a structured Cognitive Behavioral Therapy (CBT) Provider Manual that is received during the formal training and each program participant is given a workbook (if appropriate) as a part of the intervention.

- b. Providers will be trained in this evidence based practice and will demonstrate model adherence in the implementation of the practice.
- c. It is expected that approximately thirty (30) participants per year in each of the three regions: Western, Mid-County and Desert Region will complete the CBTLLD Program. *[20 participants for FY21.22 partial year contract.*

1.5.2 Staffing, Responsibilities, 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. Clinical and supervisory staff must attend and satisfactorily complete initial training in the CBTLLD model which will be coordinated and funded by RUHS-BH. Each provider participating in the training will receive the CBT Provider Manual and any additional materials required by the trainers.
- d. Complete initial certification of competency in the model through consultation with RUHS-BH Staff Development Officer/Training and Fidelity Liaison.
- e. Provide administrative, supervisory, and clerical support for the program.
- f. CONTRACTOR will comply with findings resulting from the EBP fidelity tool(s) which may include the following (live observations, audio/video recordings, focus groups, EBP adherence measures, and chart reviews).
- g. Provide outcome measures to all program participants as described in Section 1.8.
- 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:

1.5.3 Mental Health Clinician:

- a. The Mental Health Clinician must possess a Master's Degree or higher in the mental health field, and be licensed or licensed-eligible. If the clinician is licensed-eligible they must be under the supervision of a licensed clinician. The Mental Health Clinician has knowledge/experience of cognitive-behavioral therapy concepts, developmental needs of older adults, screening, assessment, and crisis intervention. The Mental Health Clinician will provide the CBTLLD evidence-based practice at a minimum of 80% fidelity of program components as observed by RUHS-BH. Each Mental Health Clinician providing this service will complete the Certification process. Certification requires submission of at least ten (10) audio

recorded individual sessions with one or two participants working within the CBTLLD model. These ten (10) audio recordings must be submitted within the first six (6) months after initial training in the model. Ongoing consultation with RUHS-BH Staff Development Officer/Training and Fidelity Liaison regarding the audio recordings is required in conjunction with Certification in the model.

- b. The Mental Health Clinician will provide individual, family, and crisis counseling as needed to program participants. The Mental Health Clinician will identify additional mental health needs as they arise and provide appropriate referrals as needed.

1.5.4 Service Delivery Requirements

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

- a. Provide the services identified in Section 1.5.1 to Older Adults.
- b. Provide each program participant with a Participant Workbook when appropriate.
- c. Provide specific outreach activities that will engage the targeted Older Adult populations.
- d. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- e. CONTRACTOR's Mental Health Clinician(s) will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of CBTLLD. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the EBP.

1.6 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 1.6.1 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.
- 1.6.2 Participate in the RUHS-BH annual contract monitoring as well as more frequent program review. Any associated RUHS-BH Manager, Supervisor, or Case Manager, with proper identification, shall be allowed to enter and inspect the facility.
- 1.6.3 Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

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

1.7 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. These records shall conform to the requirements of the Riverside University Health System-Behavioral Health. These records shall include, but are not limited to:

- 1.7.1 Documentation of individual's participating in the CBTLLD program. This will include individual assessments, contact notes, as well as a plan of care.
- 1.7.2 Documentation of outreach efforts on a monthly basis, which may include but not be limited to date, time, location of outreach activities, e.g. senior centers, and number of individuals reached.
- 1.7.3 Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize CONTRACTOR activities and program costs.
- 1.7.4 All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- 1.7.5 Original copies of completed outcome measures.
- 1.7.6 Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- 1.7.7 Data entry into the County Management Information System.

1.8 PERFORMANCE OUTCOMES

- 1.8.1 Each provider as well as administrative personnel has received the RUHS-BH Research Protocol 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.
- 1.8.2 Goals, Outcome Measurement Tools, and Outcome Expectations:
 - a. Upon completing the program, CONTRACTOR will measure severity of depression using the "Beck Depression Inventory –II (BDI-II)," with the expectation of a reduction in the severity of depressive symptoms.

- b. Upon completing the program, CONTRACTOR will measure resiliency and coping strategies using the "Quality of Life Questionnaire" with the expectation of an increase in resiliency and in coping strategies.

1.8.3 Performance-Based Criteria:

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

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the Cognitive Behavioral Therapy for Late-Life Depression program. Thirty (30) unduplicated participants per region will complete the program, annually.	CONTRACTOR will submit all required documentation for each person participating in the program.	Thirty (30) unduplicated participants per region, annually, will complete the program. "Completed" is defined by each participant having successfully completed treatment goals. Completion also means that all pre and post measures have been completed for each participant.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RUHS-BH Research Protocol.	CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RUHS-BH.	Outcome measure(s) will be given prior to start of the Cognitive Behavioral Therapy for Late-Life Depression and upon successful completion of treatment goals and/or at any additional intervals as determined by the evidence-based practice and by RUHS-BH.
3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines.	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.	100% of participants will receive the program consistent with the program guidelines.

1.9 DISASTER PREPAREDNESS

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

1.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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 Competency – 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: Inland Caregiver Resource Center
PROGRAM NAME: Cognitive Behavioral Therapy for Late Life Depression
DEPARTMENT ID: 4100221396.74720

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.
5. CONTRACTOR'S failure to comply with Network Adequacy reporting requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2021/2022 shall be \$311,652 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 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.

3. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
4. 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.
5. 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.
6. 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.
7. 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.
8. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
9. 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.
10. 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.

CBT for Late Life Depression

Data Collection Guidelines 21/22 FY



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 Cognitive Behavioral Therapy (CBT) for Late Life Depression program will also provide the necessary information to share with all interested stakeholders.

As part of the PEI implementation, it is important to ensure that programs and outcomes are evaluated on a consistent basis. Although it can become detailed and take extra time, it is necessary to show all of the good work that the program is promoting. The evaluation of CBT for Late Life Depression will document progress towards decreased depression symptoms as well as improved quality of life among older adults in the program.

It is very 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 is gathered and shared with the RUHS-BH and others. Specific details on the information to be collected and the "How Tos" are provided on the following pages. All identifying personal information is kept confidential.

CBT For Late Life Depression

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • Outreach Activities 	<ul style="list-style-type: none"> • To document outreach activities designed to encourage families who may need this service to enroll in the program or activities. 	<ul style="list-style-type: none"> • Complete the CBT Outreach Activities form for each outreach activity. For activities that may be ongoing, write "ongoing" in the "Date of Outreach/Distribution" box on the form. For example, if a weekly newsletter is distributed to various agencies with information about the available services, rather than completing a form each week, complete just one form indicating that this is an ongoing outreach activity. <u>Provide originals of this form to RUHS-BH PEI staff upon request.</u>
<ul style="list-style-type: none"> • Demographic Screening Form 	<ul style="list-style-type: none"> • This form will document basic information (name, address, target community, age, etc.) and screen for program eligibility. 	<ul style="list-style-type: none"> • Complete the screening form when participants are being considered for enrollment into the program. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month.</u>
<ul style="list-style-type: none"> • Demographic and Service Entry into Provider Services 	<ul style="list-style-type: none"> • All clients in CBT for Late Life Depression should be admitted into RUHS-BH ELMR (Electronic Medical Records) system, and services should be entered through Provider Services, per county guidelines. • Services must be documented, per county guidelines. 	<ul style="list-style-type: none"> • For <u>ALL</u> enrolled participants, services and demographic admission entries <u>MUST</u> be <u>documented through RUHS-BH Provider Services</u>, per county guidelines.
<ul style="list-style-type: none"> • PHQ-9 	<ul style="list-style-type: none"> • This instrument is used to measure the intensity of depression symptoms for each client in this program. 	<ul style="list-style-type: none"> • Complete PHQ-9 as a part of the initial assessment into the program and complete at <u>EACH</u> of the sessions. For evaluation purposes, the PHQ-9 completed at the first session and at the last session will be used (Pre-test and Post-test data collection). <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month.</u>

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

CBT For Late Life Depression

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> Quality of Life Questionnaire 	<ul style="list-style-type: none"> This questionnaire was adapted from other quality of life measures and is used to measure satisfaction within life domains that can be affected by depression, including: social activities, relaxation activities, physical complaints, and general well-being. 	<ul style="list-style-type: none"> Administer at the beginning and at the end of the program (Pre-test and Post-test data collection). <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month.</u>
<ul style="list-style-type: none"> CBT for Late Life Depression Satisfaction Survey 	<ul style="list-style-type: none"> This questionnaire is designed to offer an opportunity for all of the participants to convey satisfaction with both positive and negative reactions to the program. 	<ul style="list-style-type: none"> Administer at the completion of the program (at the end of services) to all participants. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month.</u>
<ul style="list-style-type: none"> CBT for Late Life Depression Discontinuation Summary <p><i>If there are missing measure(s):</i></p> <ul style="list-style-type: none"> Justification for Missing Performance Measures 	<ul style="list-style-type: none"> To document the discharge or discontinuation of clients and record the reason. To provide an explanation for participants' missing performance measures, document the reason why the measures were not completed, and the attempts made by the Contractor to obtain the missing measures. 	<ul style="list-style-type: none"> Complete a Discontinuation Summary for <u>EACH</u> client who stops attending sessions prior to the end of their program or who successfully completes the program. <u>Provide originals of this form to RUHS-BH PEI staff by the 10th business day of the following month.</u> Complete this section of the Discontinuation Summary form for any participant with missing performance outcomes. <u>Provide originals of the Discontinuation Form with this completed section to RUHS-BH PEI staff by the 10th business day of the following month.</u>

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

**INLAND CAREGIVER RESOURCE CENTER - SCHEDULE K
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - DESERT	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	VENDOR # 30169 / DEPT ID 4100221396-74720-530280			
	RU#: 3331PO / MHARC-XXXX-XXX-6/22 / bpo# XXXXXX			
	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
	MODE OF SERVICE: 15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$9,467	\$7,573	\$1,893	\$18,933
Benefits for Program Supervisor	\$1,833	\$1,467	\$367	\$3,667
b. Mental Health Clinician (1.0 FTE)	\$20,600	\$16,480	\$4,120	\$41,200
Benefits for Mental Health Clinician	\$4,333	\$3,467	\$867	\$8,667
Total Personnel Expenditures	\$36,233	\$28,987	\$7,247	\$72,467
2. Operating Expenditures				
a. Lease and Operating Expenses	\$1,500	\$1,200	\$300	\$3,000
b. Office Expenses	\$1,440	\$1,152	\$288	\$2,880
c. Internet /Communication	\$880	\$704	\$176	\$1,760
d. Cell Phone	\$267	\$213	\$54	\$534
e. Staff Travel	\$2,016	\$1,613	\$403	\$4,032
f. Other Operating Expenses	\$360	\$288	\$72	\$720
g. Client Transportation	\$167	\$133	\$33	\$333
h. Client Transportation	\$167	\$133	\$33	\$333
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$6,797	\$5,436	\$1,359	\$6,795
Total Personnel and Operating Expenditures	\$43,030	\$34,423	\$8,606	\$86,059
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$6,024	\$4,819	\$1,205	\$12,048
Total Indirect Administrative Expenses	\$6,024	\$4,819	\$1,205	\$12,048
(not to exceed 15%)	14%	14%	15%	
Total Program Budget	\$49,054	\$39,242	\$9,811	\$98,107
i. Start up Costs	\$5,777	\$0	\$0	\$5,777
Program Budget + Start up Costs				\$103,884

FUNDING SOURCES DOCUMENT: FY 2021/2022 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell
Leah Newell, MHSA Administration / PEI

DATE: 10/6/2021

Phone: 951-358-3189

FISCAL ACCOUNTANT SIGNATURE:

Amber Limon
Amber Limon, Fiscal Accounting Unit

DATE: 10/19/2021

Phone: 951-358-5035

INLAND CAREGIVER RESOURCE CENTER - PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE TEMPLATE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - DESERT	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	VENDOR # 30169 / DEPT ID 4100221396-74720-530280			
	RU#: 3331PO / MHARC-XXXXX-XXX-6/22 / bpo# XXXXXX			
	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
	MODE OF SERVICE: 15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$0	\$0	\$0	\$0
Benefits for Program Supervisor	\$0	\$0	\$0	\$0
b. Mental Health Clinician (1.0 FTE)	\$0	\$0	\$0	\$0
Benefits for Mental Health Clinician	\$0	\$0	\$0	\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0
2. Operating Expenditures				
a. Lease and Operating Expenses	\$0	\$0	\$0	\$0
b. Office Expenses	\$0	\$0	\$0	\$0
c. Internet /Communication	\$0	\$0	\$0	\$0
d. Cell Phone	\$0	\$0	\$0	\$0
e. Staff Travel	\$0	\$0	\$0	\$0
f. Other Operating Expenses	\$0	\$0	\$0	\$0
g. Client Transportation	\$0	\$0	\$0	\$0
h. Client Transportation	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0
Total Personnel and Operating Expenditures	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0
(not to exceed 15%)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Program Budget	\$0	\$0	\$0	\$0
i. Start up Costs	\$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: _____

Print Name of Authorized Signer: _____

**INLAND CAREGIVER RESOURCE CENTER - SCHEDULE K
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - MID-COUNTY	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

	VENDOR # 30169 / DEPT ID 4100221396-74720-530280			
	RU#: 3331PO / MHARC-XXXX-XXX-6/22 / bpo# XXXXXX			
MODALITY:	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
MODE OF SERVICE:	15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$9,467	\$7,573	\$1,893	\$18,933
Benefits for Program Supervisor	\$1,833	\$1,467	\$367	\$3,667
b. Mental Health Clinician (1.0 FTE)	\$20,600	\$16,480	\$4,120	\$41,200
Benefits for Mental Health Clinician	\$4,333	\$3,467	\$867	\$8,667
Total Personnel Expenditures	\$36,233	\$28,987	\$7,247	\$72,467
2. Operating Expenditures				
a. Lease and Operating Expenses	\$1,500	\$1,200	\$300	\$3,000
b. Office Expenses	\$1,440	\$1,152	\$288	\$2,880
c. Internet /Communication	\$880	\$704	\$176	\$1,760
d. Cell Phone	\$267	\$213	\$54	\$534
e. Staff Travel	\$2,016	\$1,613	\$403	\$4,032
f. Other Operating Expenses	\$360	\$288	\$72	\$720
g. Client Transportation	\$167	\$133	\$33	\$333
h. Client Transportation	\$167	\$133	\$33	\$333
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$6,797	\$5,436	\$1,359	\$13,592
Total Personnel and Operating Expenditures	\$43,030	\$34,423	\$8,606	\$86,059
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$6,024	\$4,819	\$1,205	\$12,048
Total Indirect Administrative Expenses	\$6,024	\$4,819	\$1,205	\$12,048
(not to exceed 15%)	14%	14%	14%	14%
Total Program Budget	\$49,054	\$39,242	\$9,811	\$98,107
i. Start up Costs	\$5,777	\$0	\$0	\$5,777
Program Budget + Start up Costs				\$103,884

FUNDING SOURCES DOCUMENT:

FY 2021/2022 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell
Leah Newell, MHSA Administration / PEI

DATE: 10/6/2021

Phone: 951-358-3189

FISCAL ACCOUNTANT SIGNATURE:

Amber Limon
Amber Limon, Fiscal Accounting Unit

DATE: 10/19/2021

Phone: 951-358-5035

INLAND CAREGIVER RESOURCE CENTER - PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE TEMPLATE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - MID-COUNTY	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

		VENDOR # 30169 / DEPT ID 4100221396-74720-530280		
		RU#: 3331PO / MHARC-XXXX-XXX-6/22 / bpo# XXXXXX		
MODALITY:	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
MODE OF SERVICE:	15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$0	\$0	\$0	\$0
Benefits for Program Supervisor	\$0	\$0	\$0	\$0
b. Mental Health Clinician (1.0 FTE)	\$0	\$0	\$0	\$0
Benefits for Mental Health Clinician	\$0	\$0	\$0	\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0
2. Operating Expenditures				
a. Lease and Operating Expenses	\$0	\$0	\$0	\$0
b. Office Expenses	\$0	\$0	\$0	\$0
c. Internet /Communication	\$0	\$0	\$0	\$0
d. Cell Phone	\$0	\$0	\$0	\$0
e. Staff Travel	\$0	\$0	\$0	\$0
f. Other Operating Expenses	\$0	\$0	\$0	\$0
g. Client Transportation	\$0	\$0	\$0	\$0
h. Client Transportation	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0
Total Personnel and Operating Expenditures	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0
(not to exceed 15%)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Program Budget	\$0	\$0	\$0	\$0
i. Start up Costs	\$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: _____

Print Name of Authorized Signer: _____

**INLAND CAREGIVER RESOURCE CENTER - SCHEDULE K
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - WESTERN	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

		VENDOR # 30169 / DEPT ID 4100221396-74720-530280		
		RU#: 3331PO / MHARC-XXXX-XXX-6/22 / BPO# XXXXXX		
MODALITY:	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
MODE OF SERVICE:	15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$9,467	\$7,573	\$1,893	\$18,933
Benefits for Program Supervisor	\$1,833	\$1,467	\$367	\$3,667
b. Mental Health Clinician (1.0 FTE)	\$20,600	\$16,480	\$4,120	\$41,200
Benefits for Mental Health Clinician	\$4,333	\$3,467	\$867	\$8,667
Total Personnel Expenditures	\$36,233	\$28,987	\$7,247	\$72,467
2. Operating Expenditures				
a. Lease and Operating Expenses	\$1,500	\$1,200	\$300	\$3,000
b. Office Expenses	\$1,440	\$1,152	\$288	\$2,880
c. Internet /Communication	\$880	\$704	\$176	\$1,760
d. Cell Phone	\$267	\$213	\$54	\$534
e. Staff Travel	\$2,016	\$1,613	\$403	\$4,032
f. Other Operating Expenses	\$360	\$288	\$72	\$720
g. Client Transportation	\$167	\$133	\$33	\$333
h. Client Transportation	\$167	\$133	\$33	\$333
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$6,797	\$5,436	\$1,359	\$13,592
Total Personnel and Operating Expenditures	\$43,030	\$34,423	\$8,606	\$86,059
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$6,024	\$4,819	\$1,205	\$12,048
Total Indirect Administrative Expenses	\$6,024	\$4,819	\$1,205	\$12,048
(not to exceed 15%)	14%	14%	14%	14%
Total Program Budget	\$49,054	\$39,242	\$9,811	\$98,107
i. Start up Costs	\$5,777	\$0	\$0	\$5,777
Program Budget + Start up Costs				\$103,884

FUNDING SOURCES DOCUMENT: FY 2021/2022 MH CLUB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell
Leah Newell, MHSA Administration / PEI

DATE: 10/6/2021

Phone: 951-358-3189

FISCAL ACCOUNTANT SIGNATURE:

Amber Limon
Amber Limon, Fiscal Accounting Unit

DATE: 10/19/2021

Phone: 951-358-5035

INLAND CAREGIVER RESOURCE CENTER - PROGRAM INTEGRITY FORM (PIF) / MONTHLY INVOICE TEMPLATE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: INLAND CAREGIVER RESOURCE CENTER	FISCAL YEAR: FY 2021-2022
PROGRAM NAME: MHSA - PEI - COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION	PERFORMANCE PERIOD: NOVEMBER 1, 2021 - JUNE 30, 2022
REGION/POPULATION: MHSA PEI - WESTERN	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$98,107 + \$5,777 (start-up costs) = \$103,884	YEAR END SETTLEMENT: ACTUAL COST

		VENDOR # 30169 / DEPT ID 4100221396-74720-530280		
		RU#: 3331PO / MHARC-XXXX-XXX-6/22 / BPO# XXXXXX		
MODALITY:	DIRECT SERVICE	INDIRECT SERVICE	INDIRECT SERVICE	
MODE OF SERVICE:	15	60	60	
SERVICE FUNCTION:	01-09; 10-59	78	78	
CATEGORY DESCRIPTIONS	90839CI, 520, 90791AI, 90832IT, 90834IT, 90837IT, 99212NF, 99213NF, 99214NF, 99215NF, 90846F, 90846NF	PROGRAM RECRUITMENT	ENGAGEMENT/SCREENING	
1. Personnel Expenditures (from Staffing Detail)				TOTAL CONTRACT
a. Program Supervisor (.33 FTE)	\$0	\$0	\$0	\$0
Benefits for Program Supervisor	\$0	\$0	\$0	\$0
b. Mental Health Clinician (1.0 FTE)	\$0	\$0	\$0	\$0
Benefits for Mental Health Clinician	\$0	\$0	\$0	\$0
Total Personnel Expenditures	\$0	\$0	\$0	\$0
2. Operating Expenditures				
a. Lease and Operating Expenses	\$0	\$0	\$0	\$0
b. Office Expenses	\$0	\$0	\$0	\$0
c. Internet /Communication	\$0	\$0	\$0	\$0
d. Cell Phone	\$0	\$0	\$0	\$0
e. Staff Travel	\$0	\$0	\$0	\$0
f. Other Operating Expenses	\$0	\$0	\$0	\$0
g. Client Transportation	\$0	\$0	\$0	\$0
h. Client Transportation	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Total Operating Expenditures	\$0	\$0	\$0	\$0
Total Personnel and Operating Expenditures	\$0	\$0	\$0	\$0
3. Indirect Administrative Expenses (not to exceed 14.566%)				
a. Indirect Administrative Costs	\$0	\$0	\$0	\$0
Total Indirect Administrative Expenses	\$0	\$0	\$0	\$0
(not to exceed 15%)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Program Budget	\$0	\$0	\$0	\$0
i. Start up Costs (if applicable)	\$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: _____

Print Name of Authorized Signer: _____

**(11/1/21-6/30/22) FY 2021/22 SCHEDULE I
DEPARTMENT OF BEHAVIORAL HEALTH**

CONTRACTOR NAME: INLAND CAREGIVER RESOURCE CENTER

PROGRAM NAME: COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION PROGRAM

DEPT ID/PROGRAM: 4100221396.74720

REGION/POPULATION: DESERT

MONTHLY REIMBURSEMENT: ACTUAL COST

YEAR END SETTLEMENT: ACTUAL COST

TYPE OF MODALITY	Outpatient Mental Health Services	PEI OUTREACH	CLIENT ENGAGEMENT	Start-Up Costs	TOTAL
RU#(s):	3331PO				
MODE OF SERVICE:	15 (Outpatient Services)	Indirect Svc - SAYM	Indirect Svc - P2P	Indirect Svc	
SERVICE FUNCTION:	01-09 & 10-59 (Mental Health Services)	60	60	60	
PROCEDURE CODES:	520,90791AI, 90832IT, 90839CI, 90834IT, 90837IT, 90846NF, 90846F, 90853G, 99213	78	78	78	
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES		
NUMBER OF UNITS:	49,054	39,242	9,811	5,777	
COST PER UNIT:	\$1.00	\$1.00	\$1.00	\$1.00	
GROSS COST:	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
LESS REVENUES COLLECTED BY CONTRACTORS:					
# OF STAFF ASSIGNED	2				
# TO BE SERVED PER REGION	20				
# TO BE SERVED ANNUALLY	20				
MAXIMUM OBLIGATION	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					
A: MHSA/PEI	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
B: OTHER:	\$0	\$0	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884

FUNDING SOURCES DOCUMENT:

FY 2021/2022 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell

Date: 10/6/2021

FISCAL SERVICES SIGNATURE:

Amber Simon

Date: 10/19/2021

PREPARED BY:

Leah Newell

**(11/1/21-6/30/22) FY 2021/22 SCHEDULE I
DEPARTMENT OF BEHAVIORAL HEALTH**

CONTRACTOR NAME: INLAND CAREGIVER RESOURCE CENTER

PROGRAM NAME: COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION PROGRAM

DEPT ID/PROGRAM: 4100221396.74720

REGION/POPULATION: MID-COUNTY

MONTHLY REIMBURSEMENT: ACTUAL COST

YEAR END SETTLEMENT: ACTUAL COST

TYPE OF MODALITY	Outpatient Mental Health Services	PEI OUTREACH	CLIENT ENGAGEMENT	Start-Up Costs	TOTAL
RU#(s):	3331PO				
MODE OF SERVICE:	15 (Outpatient Services)	Indirect Svc - SAYM	Indirect Svc - P2P	Indirect Svc	
SERVICE FUNCTION:	01-09 & 10-59 (Mental Health Services)	60	60	60	
PROCEDURE CODES:	520,90791AI, 90832IT, 90839CI, 90834IT, 90837IT, 90846NF, 90846F, 90853G, 99213	78	78	78	
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES		
NUMBER OF UNITS:	49,054	39,242	9,811	5,777	
COST PER UNIT:	\$1.00	\$1.00	\$1.00	\$1.00	
GROSS COST:	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
LESS REVENUES COLLECTED BY CONTRACTORS:					
# OF STAFF ASSIGNED	2				
# TO BE SERVED PER REGION	20				
# TO BE SERVED ANNUALLY	20				
MAXIMUM OBLIGATION	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					
A: MHSA/PEI	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
B: OTHER:	\$0	\$0	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884

FUNDING SOURCES DOCUMENT:

FY 2021/2022 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell

Date: 10/6/2021

FISCAL SERVICES SIGNATURE:

Amber Limon

Date: 10/19/2021

PREPARED BY:

Leah Newell

**(11/1/21-6/30/22) FY 2021/22 SCHEDULE I
DEPARTMENT OF BEHAVIORAL HEALTH**

CONTRACTOR NAME: INLAND CAREGIVER RESOURCE CENTER

PROGRAM NAME: COGNITIVE BEHAVIORAL THERAPY FOR LATE LIFE DEPRESSION PROGRAM

DEPT ID/PROGRAM: 4100221396.74720

REGION/POPULATION: WESTERN

MONTHLY REIMBURSEMENT: ACTUAL COST

YEAR END SETTLEMENT: ACTUAL COST

TYPE OF MODALITY	Outpatient Mental Health Services	PEI OUTREACH	CLIENT ENGAGEMENT	Start-Up Costs	TOTAL
RU#(s):	3331PO				
MODE OF SERVICE:	15 (Outpatient Services)	Indirect Svc - SAYM	Indirect Svc - P2P	Indirect Svc	
SERVICE FUNCTION:	01-09 & 10-59 (Mental Health Services)	60	60	60	
PROCEDURE CODES:	520,90791AI, 90832IT, 90839CI, 90834IT, 90837IT, 90846NF, 90846F, 90853G, 99213	78	78	78	
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES		
NUMBER OF UNITS:	49,054	39,242	9,811	5,777	
COST PER UNIT:	\$1.00	\$1.00	\$1.00	\$1.00	
GROSS COST:	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
LESS REVENUES COLLECTED BY CONTRACTORS:					
# OF STAFF ASSIGNED	2				
# TO BE SERVED PER REGION	20				
# TO BE SERVED ANNUALLY	20				
MAXIMUM OBLIGATION	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					
A: MHSA/PEI	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884
B: OTHER:	\$0	\$0	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$49,054	\$39,242	\$9,811	\$5,777	\$103,884

FUNDING SOURCES DOCUMENT:

FY 2021/2022 MH CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE:

Leah Newell

Date: 10/6/2021

FISCAL SERVICES SIGNATURE:

Amber Simon

Date: 10/19/2021

PREPARED BY:

Leah Newell

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
 (CONFIDENTIAL – Attorney Client Privileged Information)

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT		
Program/Clinic Name	RU #	Name of Reporting Staff
Client/Person (Last Name, First Name)	DOB	RUHS – BH Client ID
If the incident involved a person other than the client such as an employee or visitor, provide the person's name and contact #:		
Last Name, First Name	Contact Phone	Involved as (e.g. staff, visitor, etc.)

Attach a copy of the client's current face sheet.

The above named client/person 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 the following reportable incident category(ies).

- ☐ All client deaths for any cause
- ☐ Incident involving significant dangerousness to self, including serious suicide attempts or self-injury
- ☐ Incident involving significant dangerousness to others, including serious assaults, homicide attempts and homicides
- ☐ Incident involving significant injury that required medical intervention for any client or visitor at a program site or during a treatment activity off-site.

Specific location where the incident occurred:

Date of Incident:	Time of Incident:
Date FIRST reported to RUHS – BH:	Time Reported to RUHS – BH:

THE EVENTS WHICH OCCURED ARE AS FOLLOWS:

--

SUBMIT REPORT TO SUPERVISOR WITHIN ONE BUSINESS DAY OF INCIDENT

Reported submitted to:	
Submission completed: Date:	Time:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
 (CONFIDENTIAL – Attorney Client Privileged Information)

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SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR							
Client/Person (Last Name, First Name)				RUHS – BH Client ID			
Diagnosis							
1.	ICD-10 Diagnosis:				<input type="checkbox"/>	Primary	
					<input type="checkbox"/>	Secondary	
2.	ICD-10 Diagnosis:				<input type="checkbox"/>	Primary	
					<input type="checkbox"/>	Secondary	
3.	ICD-10 Diagnosis:				<input type="checkbox"/>	Primary	
					<input type="checkbox"/>	Secondary	
Medications: <input type="checkbox"/> On medication(s) (list below) <input type="checkbox"/> No Medication(s) <input type="checkbox"/> Unknown							
	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			
Suspected or Known Substance Use Disorder(s): <input type="checkbox"/> Yes <input type="checkbox"/> No							
If yes, describe:							
Treating Psychiatrist:						<input type="checkbox"/>	Program MD
						<input type="checkbox"/>	Private MD
Family/Legal Guardian - Aware of Incident: <input type="checkbox"/> Yes <input type="checkbox"/> No							
Family Attitude/Response:							
Supervisor's Comments/Concerns/Issues Identified:							
Supervisor's action(s) taken:							
<input type="checkbox"/> Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.							
<input type="checkbox"/> Urgent RUHS – BH Administration notification recommended. <i>Refer to Policy 248.</i> If yes, requires IMMEDIATE filing of report to Regional Manager/Administrator.							
Regional Manager/Administrator Must Be Notified ASAP or within three (3) business days.							
Manager/Administrator Notified:				Date/Time Notified:			

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SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS			
Client/Person (Last Name, First Name)		RUHS – BH Client ID	
Date of Incident		Time of Incident	
Sheriff Investigation Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Date Requested:	
Name of Person who requested report:			
Coroner Autopsy Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Date Requested:	
Name of Person who requested report:			
Incident Reviewed By (Name and Job Classification)			
1.		3.	
2.		4.	
Date of Review:		Period of Treatment Reviewed:	
Policy, Procedure, Program Issues Identified			
<input type="checkbox"/> Coordination of Care with PCP		<input type="checkbox"/> Coordination of Care with another service or provider	
<input type="checkbox"/> Identification of a Substance Use Disorder		<input type="checkbox"/> Referral to Substance Use or Co-Occurring Disorder Treatment	
<input type="checkbox"/> Risk Assessment		<input type="checkbox"/> Follow-up after missed appointment or "No-Show"	
<input type="checkbox"/> Monitoring of psychotropic medications		<input type="checkbox"/> Psychotropic Medication Poly-pharmacy	
<input type="checkbox"/> Prescribing controlled substance to a known substance abuser		<input type="checkbox"/> Other medication-related issue	
<input type="checkbox"/> Delay in getting appt. within reasonable time		<input type="checkbox"/> Case closed without adequate efforts to contact or engage/re-engage client	
<input type="checkbox"/> Client lost to follow-up/unable to locate		<input type="checkbox"/> Other Issue(s)	
Review Summary/Comments/Findings			

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SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS (Continued)		
Does this incident involve a possible professional staff license/certification violation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, briefly describe: 		
Does this incident involve a possible facility licensing violation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, briefly describe: 		
If Yes, has licensing agency been notified? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has copy of incident report from licensee to licensing agency been obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, attach copy of report)		
Reviewer(s) concur with supervisor whether Workplace Violence Report provision applies: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If No, action taken by reviewer(s): 		
Review Recommendations and Corrective Action Plan(s)		
Recommendation(s)/Plan(s)	Person Responsible	Proposed Completion Date
Administrator Signature		
Administrator Signature	Date	

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SECTION D – WITNESS REPORTS (If Applicable)	
1.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
2.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
3.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	

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