

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



ITEM: 3.29
(ID # 20062)

MEETING DATE:

Tuesday, October 04, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Subcontract Agreement with California Institute for Behavioral Health Solutions to Accept Grant Funds for Participation in Expanding Telehealth Options for Difficult to Engage Populations in Riverside County, All Districts. [\$85,000, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Subcontract Agreement with California Institute for Behavioral Health Solutions (CIBHS) to accept grant funds for participation in Expanding Telehealth Options for Difficult to Engage Populations in Riverside County, for the period of July 1, 2022 through October 31, 2023, in the amount of \$85,000; and
2. Authorize the Director of Behavioral Health, or his designee, to sign the Agreement on behalf of the County and to accept and sign documents related to the Agreement. This authority shall include signature of necessary documents, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement. Amendments shall be approved by County Counsel.

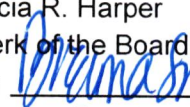
ACTION: Policy


Matthew Chang, Director 9/8/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 4, 2022
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 85,000	\$ 0	\$ 85,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County.

The California Institute for Behavioral Health Solutions (CIBHS) is the recipient of a grant from the California Health Care Foundation to provide support for the Equity & Engagement in Specialty Behavioral Telehealth project with the goal of designing, launching and evaluating a learning collaborative among organizations providing specialty behavioral health services. CIBHS launched “Cultivating Outcomes through Equity in Behavioral Telehealth” (COE-BT), an 18-month learning collaborative to help improve meaningful outcomes for people from communities with historical behavioral health inequities. CIBHS has awarded RUHS-BH \$85,000 to participate in the collaborative.

The COE-BT collaborative will bring together behavioral health organizations experiencing these similar challenges and create a learning community where they can:

- Build relationships with peers to promote shared learning;
- Examine their current behavioral telehealth and hybrid practices, increase their understanding of how racism impacts these practices, and develop strategies to counter these structural barriers to equity;
- Use reflection and appreciative inquiry to promote organizational change needed to humanize behavioral health care for both the provider and the client and decreases the hierarchies that become barriers to client activation; and
- Gain support to work with community organizations and meaningfully engage populations with historic behavioral health inequities to identify the problems and solutions with current telehealth and hybrid design and practices.

Impact on Residents and Businesses

These services are a component of Behavioral Health’s system of care aimed at improving the health and safety of consumers and the community.

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

Additional Fiscal Information

This Agreement is funded through the CIBHS and no additional County funds are required.

Jacqueline Ruiz

Jacqueline Ruiz, Sr. Management Analyst 9/27/2022

Gregg Gu

Gregg Gu, Chief Deputy County Counsel 9/15/2022



CALIFORNIA INSTITUTE for
BEHAVIORAL HEALTH SOLUTIONS

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

June 30, 2022

Shannon McCleerey-Hooper
Riverside University Health System-Behavioral Health (RUHS-BH)
2085 Rustin Avenue
Riverside, CA, 92507

Re: *Cultivating Outcomes through Equity in Behavioral Telehealth* (COEBT) Learning Collaborative

Dear Ms. McCleerey-Hooper,

The California Institute for Behavioral Health Solutions (CIBHS) is the recipient of a grant from the California Health Care Foundation to provide support for the Equity & Engagement in Specialty Behavioral Telehealth project (Grant) with the goal of designing, launching and evaluating a learning collaborative among organizations providing specialty behavioral health.

CIBHS is pleased to present this letter agreement awarding your organization **Riverside University Health System-Behavioral Health (RUHS-BH)** (Subgrantee) a grant for your participation in the *Cultivating Outcomes through Equity in Behavioral Telehealth* (COEBT) learning collaborative (Project) subject to Subgrantee's acceptance of the terms and conditions set forth herein.

This letter agreement will be effective when signed by a properly authorized representative of Subgrantee and returned to CIBHS on or before the Response Date set forth on the signature page hereto by mail at [1760 Creekside Oaks Drive, Ste. 175, Sacramento, CA, 95833, Attention: COEBT Grant Administration, or by email to David Salinas, MPH, at dsalinas@cibhs.org.

The total grant for the Subgrantee's participation in the Project shall be eighty five thousand dollars (\$85,000) to be paid to the Subgrantee by CIBHS as follows:

Sixty thousand dollars (\$60,000) will be paid once the Subgrantee begins undertaking the Scope of Work and deliverables, referenced below. This amount will be paid by July 15, 2022. The remaining twenty five thousand dollars (\$25,000) will be paid to the Subgrantee on February 15, 2023, as long as the Subgrantee (i) has satisfied its Scope of Work obligations, providing for the minimum deliverables required; and (ii) agrees to continue to participate in the Project for the remainder of the Term (defined below).

The Subgrantee acknowledges that CIBHS's obligation to make any payment to Subgrantee under the Project is expressly contingent upon the availability of Grant funding from the project sponsor, the California Health Care Foundation.

OCT 04 2022 3.29

Scope of Work and Deliverables

The Scope of Work and deliverables for the Project to be provided by the Subgrantee are as follows:

1. An organizational assessment of telehealth strategy/operations and dissemination of client surveys. **Due August 12, 2022.**
2. Development of organizational charter for learning collaborative, including aims, goals, and measures after analysis of assessment results. **Due September 30, 2022.**
3. Full organizational team to attend Monthly COEBT coaching meetings. **Begins in September 2022 and ends by October 31, 2023.**
4. Full organizational team to attend Monthly training sessions. **Begins in September 2022 and ends by July 2023.**
5. Co-design of telehealth improvements with the community, which includes identifying and outreaching to a community organization who has trusted relationships with your target population, attending trainings with community organizations as they learn strategies and tools to gather data and perspectives on behavioral telehealth needs from the community, and updating your organizational charter based on learning from the data collected by the community organizations. **List of confirmed community organization partner(s) due September 30, 2022.**
6. Peer recovery staff team member to attend one Digital Navigator Academy (The Academy will be repeated 3x over the course of the COEBT to accommodate varying schedules). **2 Day Digital Navigator Trainings to occur in November, 2022; March 2023; and June 2023.**
7. Full organizational team to attend:
 - a. COEBT Virtual Kick Off (**July 21, 9:00-12:00 pm**).
 - b. COEBT Virtual Assessment Analysis and Development of Aims (**August 25th, 9:00-12:00 pm**).
 - c. Three (3) full-day Learning Convenings where all participating teams come together for peer-to-peer sharing and learning (**Learning Convenings will occur in December 2022; May 2023; and October 2023. Final dates, times, and locations TBD**).

Project Term and Termination

This Project shall commence on July 1, 2022 and continue until the earlier of (i) October 31, 2023; or (ii) the termination of the Project as provided herein (Term).

CIBHS may terminate the Subgrantee from the Project effective immediately by providing written notice to the Subgrantee if any of the following occurs or is determined by CIBHS to be substantially at risk of occurring:

1. The funding to CIBHS providing for the Grant is terminated for any reason;
2. The Subgrantee fails to fulfill its obligations of the Scope of Work and/or required deliverables;
3. The Subgrantee terminates its existence, discontinues business, has a receiver appointed for any of its property, makes any assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization, or similar laws commenced by or against it;
4. The Subgrantee is a sole proprietorship or the sole owner of an entity contracting hereunder as Subgrantee, and is not able to perform the Scope of Work for reasons of death or incapacity; or
5. Any arrest, conviction, or guilty plea to an offense involving moral turpitude or a crime involving misuse or misappropriation of funds or property on the part of the Subgrantee, any of its subcontractors, or any of their respective directors, officers, employees, agents, affiliates, designees, and assignees that provide any portion of the services for the Project.

In the event of termination, at CIBHS's request, the Subgrantee shall perform all activities, functions and services that are requested by CIBHS to transition the Project to another contractor, to effectuate the purpose of the Project.

Performance Measurements

Performance measurements of the Subgrantee include ongoing data collection and quarterly data transmission, including responding to evaluation surveys, collecting Flourishing Assessment data, and transmitting Flourishing Assessment, demographic, and encounter data to CIBHS one month prior to each Learning Session.

Liability Insurance

During the Term, the Subgrantee agrees to maintain, and shall ensure that each employee or agent, during the performance of duties of the Project, and each of the Subgrantee's subcontractors, maintain, at its own cost and expense, commercial general liability insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought. The certificate of insurance must state that it applies to the Project, and include the following provisions:

1. The insurer will not cancel the insured's coverage without giving thirty (30) days' prior written notice to CIBHS; and
2. CIBHS is included as an additional insured, but only with respect to work performed under the Project.

The Subgrantee agrees that the insurance required herein will remain in effect at all times during the Term. In the event said insurance coverage expires at any time during the Term, the Subgrantee agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Project.

In the event that the Subgrantees services under the Project includes travel by car to and/or from client locations, the Subgrantee represents and warrants that the Subgrantee or its employees will maintain vehicular insurance in a minimum amount of a two hundred fifty thousand individual and five hundred thousand dollar maximum limits (\$250,000/\$500,000).

CIBHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Indemnification

The Subgrantee, at its own expense, shall indemnify, defend and hold CIBHS, its directors, officers, employees, agents, affiliates, designees and assignees (collectively, the Indemnitees) harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of or resulting from any negligent act or omission of the Subgrantee, any of its subcontractors or agents, or any of their respective directors, officers, employees, agents, affiliates, designees and assignees, relating to their performance on behalf of the Subgrantee under or relating to the Project. The Subgrantee, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against the Indemnitees on account of such damage

or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against the Indemnitees. The Indemnitees shall maintain full control and all decision-making rights in connection with any suits, causes of action, or proceedings.

In no event shall CIBHS be liable to the Subgrantee for claims directly arising from the Project or: (i) any amount beyond the specified amount payable to the Subgrantee hereunder, or (ii) any indirect, incidental, consequential, special, or punitive losses, including lost profits. The parties agree that this limitation of liability reflects the allocation of risk among the parties and the payment agreed upon herein reflects this limitation of liability. Upon receipt of the final payment due to the Subgrantee pursuant to the Project, the Subgrantee agrees to release and discharge CIBHS and all Indemnitees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from or related to the Project.

Entire Agreement

This letter agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

Limitation

It is expressly understood that CIBHS has no obligation to provide other or additional support for this or any other project or purposes.

Amendment

The terms and conditions of this letter agreement may not be modified or amended without the express written consent of CIBHS and the Subgrantee.

Assignment

The Project will not be assignable or delegable by the Subgrantee without the prior written consent of CIBHS. The Subgrantee agrees not to delegate its duties under this letter agreement or the Project without the written consent of CIBHS. The Subgrantee will not be relieved of any of its obligations hereunder as a result of any permitted assignment or delegation.

Continued Obligation; Further Assurances

The Subgrantee agrees to execute and/or deliver any and all other documents requested by CIBHS in connection with this letter agreement and the Project.

Counterparts

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same letter agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

Execution and Delivery

A facsimile, .pdf, electronic copy or other reproduction of this letter agreement may be executed by one or more parties hereto, and an executed copy of this letter agreement may be delivered by one or more

parties by facsimile, email or similar electronic transmission device and/or means pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

Governing Law

This letter agreement shall be deemed to be a contract entered into and made pursuant to the laws of Sacramento County, in the State of California, and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state, without reference to conflict of laws principles.

Arbitration

The parties agree that any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this letter agreement, shall be settled by arbitration in accordance with the [ADR Services, Inc., Arbitration Rules (A copy of the rules can be obtained from www.adrservices.com/services/arbitration-rules/)] or the then current rules as adopted by the arbitration company agreed to by the parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitrator shall authorize discovery sufficient to adequately arbitrate the claims as determined by the arbitrator, including access to essential documents and witnesses. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding. To the extent allowed by law, the parties intend to arbitrate any disputes between them on an individual basis only. The arbitrator and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this letter agreement, including, but not limited to, any claim that all or any part of this letter agreement is void or voidable. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorneys' fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This arbitration provision is governed by the Federal Arbitration Act.

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE TO LETTER AGREEMENT]

If the terms and conditions outlined in the letter agreement above for the referenced Project are acceptable, please sign a copy of this letter agreement in the space provided below and return a copy to us. Please provide a written indication of your intentions with regard to this award by 5:00pm PDT on June 28, 2022 (Response Date) or this award shall be withdrawn and automatically terminated.

This letter agreement for the referenced Project is respectfully submitted by:

CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

Tax ID # 68-0314970

CIBHS

Signature:

Name:

Title:

Date:

ACKNOWLEDGEMENT AND AGREEMENT OF PROJECT:

The undersigned duly authorized representative of Subgrantee, intending for the Subgrantee to be legally bound by the terms and conditions set forth in this letter agreement, has executed and delivered this letter agreement as of the date set forth below.

CULTIVATING OUTCOMES THROUGH EQUITY IN BEHAVIORAL TELEHEALTH

Tax ID # 95-6000930

SUBGRANTEE

Signature:

A handwritten signature in black ink, appearing to read "Matthew Chang", is written over a horizontal line.

Name: Matthew Chang, MD

Title: Director of Behavioral Health

Date: 9/8/22



HIPAA Subcontractor Agreement

THIS HIPAA SUBCONTRACTOR AGREEMENT (the "Agreement") is entered into effective August 1, 2022 (the "Effective Date"), by and between **California Institute for Behavioral Health Solutions (CIBHS)**, ("Business Associate") and **Riverside University Health System** ("Subcontractor").

Business Associate and Subcontractor have a business relationship (the "Relationship" or the "Agreement") in which Subcontractor may perform functions or activities on behalf of Business Associate involving the use and/or disclosure of protected health information received from, or created or received by, Subcontractor on behalf of Business Associate. The Business Associate has provided assurances to Covered Entities that it will adhere to similar terms and conditions as set forth in this Agreement and will require any of its Subcontractors to do the same. Business Associate is also a Qualified Service Organization (QSO) under 42 CFR, Part 2 and agrees to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information. Therefore, as a Subcontractor to the Business Associate, the Subcontractor agrees to the following terms and conditions set forth in this HIPAA Subcontractor Agreement.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Subcontractor. "Subcontractor" shall generally have the same meaning as the term "Subcontractor" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Riverside University Health System***.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***California Institute for Behavioral Health Solutions***.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.



(d) Qualified Service Organization. "Qualified Service Organization" shall generally have the same meaning as defined in 42CFR 2.11, and in reference to the party to this agreement, shall mean ***California Institute for Behavioral Health Solutions***.

(e) Subcontractor. "Subcontractor" shall generally have the same meaning as the term

"Subcontractor" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean ***Riverside University Health System***.

Obligations and Activities of Subcontractor

Subcontractor agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use, and document the implementation of, appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) Report to Business Associate as soon as practicable within two (2) business days of Subcontractor becoming aware of any use or disclosure of protected health information not provided for by the Agreement. Subcontractor shall also report to Business Associate within the same time-frame any breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Subcontractor agree in writing to the same restrictions, conditions, and requirements that apply to the Subcontractor with respect to such information;
- (e) Within five (5) business days of a request by the Business Associate, make available protected health information in a designated record set as necessary to satisfy Business Associate's obligations under 45 CFR 164.524. In the event an individual delivers directly to the Subcontractor a request for access to protected health information, the Subcontractor shall within two (2) business days forward such request to the Business Associate;
- (f) Within five (5) business days of request of a Business Associate, make amendment(s) to protected health information in a designated record set as directed or agreed to by the Business Associate pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Business Associate's obligations under 45 CFR 164.526. This includes, but is not limited to, the Subcontractor providing

such information to the Business Associate for amendment and incorporation of any such amendment(s) in the protected health information. In the event an individual delivers directly to the Subcontractor a request for amendment(s) to protected health information, the Subcontractor shall within two (2) business days forward such request to the Business Associate;

(g) Maintain a record of all disclosures of protected health information and information related to such disclosures, including the name of the recipient and the date of disclosure. If known, the records shall also include, the address of the recipient of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure which includes an explanation of the basis of such disclosure;

(h) Make available to the Business Associate the information required to provide an accounting of disclosures within five (5) business days of notice by the Business Associate to the Subcontractor. The information provided by the Subcontractor should be that which is necessary to satisfy the Business Associate's obligations under 45 C.F.R. 164.528. In the event the request for an accounting is delivered directly to the Subcontractor, the Subcontractor shall within two (2) business days forward the request to the Business Associate;

(i) To the extent the Subcontractor is to carry out one or more of Business Associate's obligation(s) under Subpart E of 45 CFR Part 164, Subcontractor shall comply with the requirements of Subpart E that apply to the Business Associate in the performance of such obligation(s); and

(j) Make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary for purposes of determining compliance with the HIPAA Rules. Subcontractor shall notify the Business Associate upon receipt of such a request for access by the Secretary, and shall provide the Business Associate with a copy of the request as well as a copy of all materials disclosed.

Permitted Uses and Disclosures by Subcontractor

(a) Subcontractor may only use or disclose protected health information:

1. To carry out its duties to the Business Associate pursuant to the terms of the Relationship;
2. For its own proper management and administration; and
3. To carry out its legal responsibilities.

(b) Subcontractor may use or disclose protected health information as required by law.

(c) Subcontractor agrees to limit uses and disclosures and requests for protected health information to the minimum amount necessary to accomplish the purpose of the request, use, or disclosure, and consistent with the Business Associate's minimum necessary policies and procedures.



(d) Subcontractor may disclose protected health information for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor, provided the disclosures are required by law, or Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Additionally, Subcontractor must obtain an agreement from the receiving party to immediately notify the Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Subcontractor may provide data aggregation services relating to the health care operations of the Business Associate.

Provisions for Business Associate to Inform Subcontractor of Privacy Practices and Restrictions

(a) Business Associate shall notify Subcontractor within five (5) business days of notice of any limitation(s) in the notice of privacy practices of Business Associate under 45 CFR 164.520, to the extent that such limitation may affect Subcontractor's use or disclosure of protected health information.

(b) Business Associate shall notify Subcontractor within five (5) business days of notice of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Subcontractor's use or disclosure of protected health information.

(c) Business Associate shall notify Subcontractor within five (5) business days of notice of any restriction on the use or disclosure of protected health information that Business Associate has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Subcontractor's use or disclosure of protected health information.

Permissible Requests by Business Associate

Subcontractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Business Associate, except for the exceptions set out at paragraph (d) above under "Permitted Uses and Disclosures by Subcontractor"

42 CFR Part 2

(a) To the extent that in performing its services for or on behalf of Business Associate, Subcontractor uses, discloses, maintains, or transmits protected health information that is protected by 42 CFR, Part 2, Subcontractor acknowledges and agrees that it is a QSO for the purpose of such federal law. Subcontractor acknowledges that in receiving, storing, processing



or otherwise dealing with any PHI from the Business Associate, it is fully bound by 42 C.F.R. Part 2. Subcontractor will resist efforts to obtain PHI except as provided in 42 C.F.R. Part 2.

- (b) Subcontractor may use and/or disclose PHI for the proper management and administration of its business, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Subcontractor may use and/or disclose PHI to carry out its legal responsibilities, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Subcontractor may use PHI to report violations of law as permitted by HIPAA and 42 C.F.R. Part 2.
- (c) Business Associate will notify Subcontractor of any changes in or revocation of, authorization by an Individual to use or disclose PHI. Business Associate will notify Subcontractor of any Individual requests for restrictions to the use or disclosure of PHI. Subcontractor acknowledges it is fully bound by HIPAA and 42 C.F.R. Part 2.
- (d) Mandatory provisions of HIPAA preempt provisions of the Agreement. Provisions of the Agreement not mandated by HIPAA but nonetheless permitted by HIPAA will control. In the event of inconsistencies between HIPAA and 42 C.F.R. Part 2, the more restrictive rule will control.
- (e) Parties will comply with any and all federal, state and local laws pertaining to client confidentiality including, but not limited to, state mental health and developmental disability confidentiality law, state and federal drug and alcohol confidentiality laws and state AIDS/HIV confidentiality laws.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of **August 1, 2022** and shall terminate on expiration of Subcontractor's contract with CIBHS or on the date Business Associate terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Subcontractor authorizes termination of this Agreement by Business Associate, if Business Associate determines Subcontractor has violated a material term of the Agreement. At the Business Associate's option, the Business Associate may permit the Subcontractor to cure or end any such violation within the time specified by the Business Associate.

(c) Obligations of Subcontractor Upon Termination.

(i). Upon termination of this Agreement for any reason, Subcontractor shall return to Business Associate or, at the Business Associate's discretion and direction, destroy all protected health information received from Business Associate, or created, maintained, or received by Subcontractor on behalf of Business Associate, that the Subcontractor still maintains in any form. This provision



shall apply to protected health information that is in the possession of the Subcontractor or agents of the Subcontractor. Subcontractor shall retain no copies of the protected health information.

(ii). Upon termination of this Agreement for any reason, Subcontractor may retain certain protected health information for its own management and administration or to carry out its legal responsibilities at the discretion of the Business Associate. With respect to such protected health information necessary for Subcontractor's own management and administration or to carry out its legal responsibilities which was received from Business Associate, or created, maintained, or received by Subcontractor on behalf of Business Associate, Subcontractor shall:

1. Retain only that protected health information which is necessary for Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Business Associate, or if agreed to by Business Associate, destroy the remaining protected health information that the Subcontractor still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Subcontractor retains the protected health information;
4. Not use or disclose the protected health information retained by Subcontractor other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (d) above under "Permitted Uses and Disclosures By Subcontractor" which applied prior to termination; and
5. Return to Business Associate or, if agreed to by Business Associate, destroy the protected health information retained by Subcontractor when it is no longer needed by Subcontractor for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Subcontractor under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Injunctive Relief. Subcontractor stipulates that its unauthorized use or disclosure of protected health information while performing services pursuant to this Agreement would cause irreparable harm to Business Associate, and in such event, Business Associate shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

(e) Indemnification. Subcontractor shall indemnify and hold harmless Business Associate and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Business Associate arising from a violation by Subcontractor of its obligations under this Agreement.

(f) Exclusion from Limitation of Liability. To the extent that Subcontractor has limited its liability under the terms of this Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Business Associate arising from Subcontractor's breach of its obligations relating to the use and disclosure of protected health information.

(g) Owner of Protected Health Information. Under no circumstances shall Subcontractor be deemed in any respect to be the owner of any protected health information used or disclosed by or to Subcontractor by Business Associate.

(h) Third Party Rights. The terms of this Agreement do not grant any rights to any parties other than Subcontractor and Business Associate.

(i) Independent Contractor Status. For the purpose of this Agreement, Subcontractor is an independent contractor of Business Associate, and shall not be considered an agent of Business Associate.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

California Institute for Behavioral Health Solutions

Riverside University Health System

By: _____

By: _____

Name: Percy Howard III, LCSW

Name: Matthew Chang, MD

Title: President and CEO

Title: Director of Behavioral Health



[SIGNATURE PAGE TO LETTER AGREEMENT]

If the terms and conditions outlined in the letter agreement above for the referenced Project are acceptable, please sign a copy of this letter agreement in the space provided below and return a copy to us. Please provide a written indication of your intentions with regard to this award by 5:00pm PDT on June 28, 2022 (Response Date) or this award shall be withdrawn and automatically terminated.

This letter agreement for the referenced Project is respectfully submitted by:

CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

Tax ID # 68-0314970

CIBHS

Signature:

Name:

Title:

Date:

ACKNOWLEDGEMENT AND AGREEMENT OF PROJECT:

The undersigned duly authorized representative of Subgrantee, intending for the Subgrantee to be legally bound by the terms and conditions set forth in this letter agreement, has executed and delivered this letter agreement as of the date set forth below.

CULTIVATING OUTCOMES THROUGH EQUITY IN BEHAVIORAL TELEHEALTH

Tax ID # 95-6000930

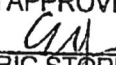
SUBGRANTEE

Signature: 

Name: Matthew Chang, MD

Title: Director of Behavioral Health

Date: 9/8/22

FORM APPROVED COUNTY COUNSEL
BY:  9/15/22
ERIC STOPHER DATE



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

June 30, 2022

Shannon McCleerey-Hooper
Riverside University Health System-Behavioral Health (RUHS-BH)
2085 Rustin Avenue
Riverside, CA, 92507

Re: *Cultivating Outcomes through Equity in Behavioral Telehealth* (COEBT) Learning Collaborative

Dear Ms. McCleerey-Hooper,

The California Institute for Behavioral Health Solutions (CIBHS) is the recipient of a grant from the California Health Care Foundation to provide support for the Equity & Engagement in Specialty Behavioral Telehealth project (Grant) with the goal of designing, launching and evaluating a learning collaborative among organizations providing specialty behavioral health.

CIBHS is pleased to present this letter agreement awarding your organization **Riverside University Health System-Behavioral Health (RUHS-BH)** (Subgrantee) a grant for your participation in the *Cultivating Outcomes through Equity in Behavioral Telehealth* (COEBT) learning collaborative (Project) subject to Subgrantee's acceptance of the terms and conditions set forth herein.

This letter agreement will be effective when signed by a properly authorized representative of Subgrantee and returned to CIBHS on or before the Response Date set forth on the signature page hereto by mail at [1760 Creekside Oaks Drive, Ste. 175, Sacramento, CA, 95833, Attention: COEBT Grant Administration, or by email to David Salinas, MPH, at dsalinas@cibhs.org.

The total grant for the Subgrantee's participation in the Project shall be eighty five thousand dollars (\$85,000) to be paid to the Subgrantee by CIBHS as follows:

Sixty thousand dollars (\$60,000) will be paid once the Subgrantee begins undertaking the Scope of Work and deliverables, referenced below. This amount will be paid by July 15, 2022. The remaining twenty five thousand dollars (\$25,000) will be paid to the Subgrantee on February 15, 2023, as long as the Subgrantee (i) has satisfied its Scope of Work obligations, providing for the minimum deliverables required; and (ii) agrees to continue to participate in the Project for the remainder of the Term (defined below).

The Subgrantee acknowledges that CIBHS's obligation to make any payment to Subgrantee under the Project is expressly contingent upon the availability of Grant funding from the project sponsor, the California Health Care Foundation.

OCT 04 2022 3.29

Scope of Work and Deliverables

The Scope of Work and deliverables for the Project to be provided by the Subgrantee are as follows:

1. An organizational assessment of telehealth strategy/operations and dissemination of client surveys. **Due August 12, 2022.**
2. Development of organizational charter for learning collaborative, including aims, goals, and measures after analysis of assessment results. **Due September 30, 2022.**
3. Full organizational team to attend Monthly COEBT coaching meetings. **Begins in September 2022 and ends by October 31, 2023.**
4. Full organizational team to attend Monthly training sessions. **Begins in September 2022 and ends by July 2023.**
5. Co-design of telehealth improvements with the community, which includes identifying and outreaching to a community organization who has trusted relationships with your target population, attending trainings with community organizations as they learn strategies and tools to gather data and perspectives on behavioral telehealth needs from the community, and updating your organizational charter based on learning from the data collected by the community organizations. **List of confirmed community organization partner(s) due September 30, 2022.**
6. Peer recovery staff team member to attend one Digital Navigator Academy (The Academy will be repeated 3x over the course of the COEBT to accommodate varying schedules). **2 Day Digital Navigator Trainings to occur in November, 2022; March 2023; and June 2023.**
7. Full organizational team to attend:
 - a. COEBT Virtual Kick Off (**July 21, 9:00-12:00 pm**).
 - b. COEBT Virtual Assessment Analysis and Development of Aims (**August 25th, 9:00-12:00 pm**).
 - c. Three (3) full-day Learning Convenings where all participating teams come together for peer-to-peer sharing and learning (**Learning Convenings will occur in December 2022; May 2023; and October 2023. Final dates, times, and locations TBD**).

Project Term and Termination

This Project shall commence on July 1, 2022 and continue until the earlier of (i) October 31, 2023; or (ii) the termination of the Project as provided herein (Term).

CIBHS may terminate the Subgrantee from the Project effective immediately by providing written notice to the Subgrantee if any of the following occurs or is determined by CIBHS to be substantially at risk of occurring:

1. The funding to CIBHS providing for the Grant is terminated for any reason;
2. The Subgrantee fails to fulfill its obligations of the Scope of Work and/or required deliverables;
3. The Subgrantee terminates its existence, discontinues business, has a receiver appointed for any of its property, makes any assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization, or similar laws commenced by or against it;
4. The Subgrantee is a sole proprietorship or the sole owner of an entity contracting hereunder as Subgrantee, and is not able to perform the Scope of Work for reasons of death or incapacity; or
5. Any arrest, conviction, or guilty plea to an offense involving moral turpitude or a crime involving misuse or misappropriation of funds or property on the part of the Subgrantee, any of its subcontractors, or any of their respective directors, officers, employees, agents, affiliates, designees, and assignees that provide any portion of the services for the Project.

In the event of termination, at CIBHS's request, the Subgrantee shall perform all activities, functions and services that are requested by CIBHS to transition the Project to another contractor, to effectuate the purpose of the Project.

Performance Measurements

Performance measurements of the Subgrantee include ongoing data collection and quarterly data transmission, including responding to evaluation surveys, collecting Flourishing Assessment data, and transmitting Flourishing Assessment, demographic, and encounter data to CIBHS one month prior to each Learning Session.

Liability Insurance

During the Term, the Subgrantee agrees to maintain, and shall ensure that each employee or agent, during the performance of duties of the Project, and each of the Subgrantee's subcontractors, maintain, at its own cost and expense, commercial general liability insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought. The certificate of insurance must state that it applies to the Project, and include the following provisions:

1. The insurer will not cancel the insured's coverage without giving thirty (30) days' prior written notice to CIBHS; and
2. CIBHS is included as an additional insured, but only with respect to work performed under the Project.

The Subgrantee agrees that the insurance required herein will remain in effect at all times during the Term. In the event said insurance coverage expires at any time during the Term, the Subgrantee agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Project.

In the event that the Subgrantee's services under the Project includes travel by car to and/or from client locations, the Subgrantee represents and warrants that the Subgrantee or its employees will maintain vehicular insurance in a minimum amount of a two hundred fifty thousand individual and five hundred thousand dollar maximum limits (\$250,000/\$500,000).

CIBHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Indemnification

The Subgrantee, at its own expense, shall indemnify, defend and hold CIBHS, its directors, officers, employees, agents, affiliates, designees and assignees (collectively, the Indemnitees) harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of or resulting from any negligent act or omission of the Subgrantee, any of its subcontractors or agents, or any of their respective directors, officers, employees, agents, affiliates, designees and assignees, relating to their performance on behalf of the Subgrantee under or relating to the Project. The Subgrantee, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against the Indemnitees on account of such damage



or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against the Indemnitees. The Indemnitees shall maintain full control and all decision-making rights in connection with any suits, causes of action, or proceedings.

In no event shall CIBHS be liable to the Subgrantee for claims directly arising from the Project or: (i) any amount beyond the specified amount payable to the Subgrantee hereunder, or (ii) any indirect, incidental, consequential, special, or punitive losses, including lost profits. The parties agree that this limitation of liability reflects the allocation of risk among the parties and the payment agreed upon herein reflects this limitation of liability. Upon receipt of the final payment due to the Subgrantee pursuant to the Project, the Subgrantee agrees to release and discharge CIBHS and all Indemnitees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from or related to the Project.

Entire Agreement

This letter agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

Limitation

It is expressly understood that CIBHS has no obligation to provide other or additional support for this or any other project or purposes.

Amendment

The terms and conditions of this letter agreement may not be modified or amended without the express written consent of CIBHS and the Subgrantee.

Assignment

The Project will not be assignable or delegable by the Subgrantee without the prior written consent of CIBHS. The Subgrantee agrees not to delegate its duties under this letter agreement or the Project without the written consent of CIBHS. The Subgrantee will not be relieved of any of its obligations hereunder as a result of any permitted assignment or delegation.

Continued Obligation; Further Assurances

The Subgrantee agrees to execute and/or deliver any and all other documents requested by CIBHS in connection with this letter agreement and the Project.

Counterparts

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same letter agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

Execution and Delivery

A facsimile, .pdf, electronic copy or other reproduction of this letter agreement may be executed by one or more parties hereto, and an executed copy of this letter agreement may be delivered by one or more



parties by facsimile, email or similar electronic transmission device and/or means pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

Governing Law

This letter agreement shall be deemed to be a contract entered into and made pursuant to the laws of Sacramento County, in the State of California, and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state, without reference to conflict of laws principles.

Arbitration

The parties agree that any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this letter agreement, shall be settled by arbitration in accordance with the [ADR Services, Inc., Arbitration Rules (A copy of the rules can be obtained from www.adrservices.com/services/arbitration-rules/)] or the then current rules as adopted by the arbitration company agreed to by the parties. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitrator shall authorize discovery sufficient to adequately arbitrate the claims as determined by the arbitrator, including access to essential documents and witnesses. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding. To the extent allowed by law, the parties intend to arbitrate any disputes between them on an individual basis only. The arbitrator and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this letter agreement, including, but not limited to, any claim that all or any part of this letter agreement is void or voidable. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorneys' fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This arbitration provision is governed by the Federal Arbitration Act.

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE TO LETTER AGREEMENT]

If the terms and conditions outlined in the letter agreement above for the referenced Project are acceptable, please sign a copy of this letter agreement in the space provided below and return a copy to us. Please provide a written indication of your intentions with regard to this award by 5:00pm PDT on June 28, 2022 (Response Date) or this award shall be withdrawn and automatically terminated.

This letter agreement for the referenced Project is respectfully submitted by:

CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

Tax ID # 68-0314970

CIBHS

Signature:

Name:

Title:

Date:

ACKNOWLEDGEMENT AND AGREEMENT OF PROJECT:

The undersigned duly authorized representative of Subgrantee, intending for the Subgrantee to be legally bound by the terms and conditions set forth in this letter agreement, has executed and delivered this letter agreement as of the date set forth below.

CULTIVATING OUTCOMES THROUGH EQUITY IN BEHAVIORAL TELEHEALTH

Tax ID # 95-6000930

SUBGRANTEE

Signature:

A handwritten signature in black ink, appearing to read "Matthew Chang", is written over a horizontal line.

Name: Matthew Chang, MD

Title: Director of Behavioral Health

Date: 9/8/22



[SIGNATURE PAGE TO LETTER AGREEMENT]

If the terms and conditions outlined in the letter agreement above for the referenced Project are acceptable, please sign a copy of this letter agreement in the space provided below and return a copy to us. Please provide a written indication of your intentions with regard to this award by 5:00pm PDT on June 28, 2022 (Response Date) or this award shall be withdrawn and automatically terminated.

This letter agreement for the referenced Project is respectfully submitted by:

CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

Tax ID # 68-0314970

CIBHS

Signature: *Percy Howard*

Name: Percy Howard, III

Title: President & CEO

Date: Dec 8, 2022

ACKNOWLEDGEMENT AND AGREEMENT OF PROJECT:

The undersigned duly authorized representative of Subgrantee, intending for the Subgrantee to be legally bound by the terms and conditions set forth in this letter agreement, has executed and delivered this letter agreement as of the date set forth below.

CULTIVATING OUTCOMES THROUGH EQUITY IN BEHAVIORAL TELEHEALTH

Tax ID # 95-6000930

SUBGRANTEE

Signature: *Matthew Chang*

Name: Matthew Chang, MD

Title: Director of Behavioral Health

Date: 9/8/22






Riverside University Health System_No3068_00861CHCF_103123

Final Audit Report

2022-12-08

Created:	2022-12-08
By:	Gloria Hurd (contracts@cibhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhmw9bfbKmCQxOoOx5vedZZEMUxACYcP5

"Riverside University Health System_No3068_00861CHCF_103123" History

-  Document created by Gloria Hurd (contracts@cibhs.org)
2022-12-08 - 9:14:31 PM GMT
-  Document emailed to Percy Howard (phoward@cibhs.org) for signature
2022-12-08 - 9:17:47 PM GMT
-  Email viewed by Percy Howard (phoward@cibhs.org)
2022-12-08 - 9:25:54 PM GMT
-  Document e-signed by Percy Howard (phoward@cibhs.org)
Signature Date: 2022-12-08 - 9:26:12 PM GMT - Time Source: server
-  Agreement completed.
2022-12-08 - 9:26:12 PM GMT