

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



ITEM: 3.36
(ID # 20043)

MEETING DATE:
Tuesday, October 18, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement with Inland Caregiver Resource Center for the Program to Encourage Active and Rewarding Lives (PEARLS) with the Option to Renew for Four (4) Additional One-Year Periods, All Districts. [\$403,080 annually, Up to \$40,308 in additional compensation per Fiscal Year, \$2,015,400 for 5 Years] 100% State Funding

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with Inland Caregiver Resource Center for the Program to Encourage Active and Rewarding Lives (PEARLS), in the amount of \$403,080, for the term of July 1, 2022 through June 30, 2023, with the option to renew up to four additional one-year periods through June 30, 2027; and authorize the Purchasing Agent to sign and execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of funding and as approved by County Counsel to: a) sign renewals and amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual contract amount through June 30, 2027

ACTION:Policy


Matthew Chang, Director 9/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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 18, 2022
xc: RUHS-BH

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	\$ 403,080	\$ 403,080	\$ 2,015,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% STATE			Budget Adjustment:	No
			For Fiscal Year:	22/23-26-27

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. The Mental Health Services Act (MHSA) provides funding for Prevention and Early Intervention (PEI) services, which 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. These services are best delivered in targeted communities in non-clinical settings such as community centers, schools, faith-based organizations and libraries.

The extensive PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of the need for early intervention for depression for the older adult population in Riverside County. RUHS-BH proposes to address this need within the communities as identified throughout the community planning process.

The primary goals of the Program to Encourage Active and Rewarding Lives (PEARLS) are to reduce the severity of depression and anxiety within this population through the use of an evidence-based prevention and early intervention program for older adults. This will result in increased resiliency, quality of life, and development of coping strategies for program participants. The program will be provided in the home or in other culturally appropriate settings, incorporating the needs of the target population. Activities will be situated primarily in the home or in other de-stigmatizing locations if necessary to increase the likelihood of older adults accessing those activities. The setting(s) for service delivery will not be a traditional Behavioral 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.

Inland Caregiver Resource Center will 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.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of the communities of Riverside County. The PEI services are available to all Riverside County residents and targets individuals who may be experiencing the first onset of a mental illness to provide them with the tools and resources needed to prevent the mental illness from becoming disabling.

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STATE OF CALIFORNIA**

Additional Fiscal Information

This Agreement is 100% funded with State MHSa funds; no additional funds are required.

Contract History and Price Reasonableness

On September 9, 2021, Riverside County Purchasing on behalf of RUHS-BH released RFP #MHARC-272 - PEI PEARLS Program, via the Public Purchase website. Notifications were sent to 19 organizations and 384 individuals. Organizations had the opportunity to submit proposals for each geographic region - Western, Mid-County and Desert. Two proposals were received for Western and one proposal was received for the Mid-County and Desert regions. The evaluation committee determined that Inland Caregiver Resource Center was the most responsive and responsible bidder for all three regions. The vendor was recommended for contract award for FY 2022/2023 with option to renew in four (4) one-year terms through FY 26/27.



Jacqueline Ruiz, Sr. Management Analyst 10/12/2022



Gregg Gu, Chief Deputy County Counsel 10/4/2022

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

**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**, a California non-profit agency, hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

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

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

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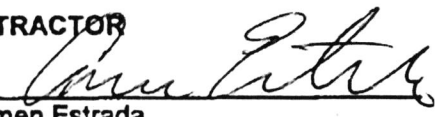
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NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 25 and Exhibits A, B, C, and D and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: _____
Trisha Hernandez
Procurement Contract Specialist

CONTRACTOR

By: 
Carmen Estrada
Inland Caregiver Resource Center

Date: _____

Date: 7/13/2022

COUNTY COUNSEL:

Approved as to form

By: 
Deputy County Counsel

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I. DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide services in the form as 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 on July 1, 2022, and continue in effect through June 30, 2023. The Agreement may thereafter be renewed annually, up to four (4) additional one-year periods, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT

A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C and Schedule I or Schedule K.

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

A. Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the County Director of Behavioral Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement.

1. CONTRACTOR agrees to extend to DIRECTOR, or designee, COUNTY Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
2. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal and program components, staff, and facilities, COUNTY shall enforce Agreement provisions and applicable COUNTY policies identified throughout this agreement.

B. If at any time COUNTY determines CONTRACTOR is out of compliance with any provision contained within this Agreement, COUNTY will provide written notification of the noncompliance findings to the CONTRACTOR and request a plan of corrective action.

1. CONTRACTOR will, within thirty (30) days of receiving notification, provide a written plan of corrective action addressing the noncompliance.
2. If COUNTY accepts the CONTRACTOR's proposed plan of corrective action, it shall suspend other punitive actions to give the CONTRACTOR the opportunity to come into compliance.
3. If COUNTY determines CONTRACTOR has failed to implement corrective action, funds may be withheld or disallowed 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.

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 and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to COUNTY employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility and liability for the acts of its employees or agents as they relate to services provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of 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 federal Occupational Safety and Health Administration 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 and state 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. Amendments of Articles;
 3. List of agency's Board of Directors and Advisory Board;
 4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency; and
 5. By-laws and minutes of Board meetings.

VI. LICENSE(S)/CERTIFICATION(S)

- A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers and/or exemptions necessary to provide 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 designee immediately and in writing of its inability to maintain, irrespective of the tendency of an appeal, such licenses, permits, approvals, certifications, waivers and/or exemptions.

VII. ADMINISTRATIVE CHANGE IN STATUS

- 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 a name change not amounting to a change of ownership, a change in the authorized signer of contract documents, moving a facility's service location within the same region, or closing a facility with services being offered in another already existing contracted facility. Any change in administrator of the facility shall be reported to COUNTY. Such notification shall include the new administrator's name, address and qualifications. Other changes to the contractor status may result in a more formal contract amendment, as stated in Section VIII, DELEGATION AND ASSIGNMENT. 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.
 1. 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.
 2. 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.

VIII. DELEGATION AND ASSIGNMENT

- A. CONTRACTOR may not delegate the obligations required by this Agreement, either in whole or in part, without prior written consent of COUNTY. Obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by DIRECTOR, or designee, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provision(s) that 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.
- 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.

IX. 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.

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

X. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, 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

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used 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 Insureds.

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. 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.
4. 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.
5. It is understood and agreed by the parties hereto and 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.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment,

the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. 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, sex, national origin, age, sexual preference, or physical or mental disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship/internship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR (or designee) and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical/mental disability.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining Agreement or other contract or understanding must post a

notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

B. Services, Benefits, and Facilities:

1. CONTRACTOR 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 DIRECTOR, or authorized designee, for the purpose of presenting the complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY's resolution or decision with respect to the complaint of alleged discrimination, they may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the reporting requirements as mandated by law. COUNTY shall provide instruction and direction regarding RUHS-BH policies and procedures for meeting reporting requirements.
- B. CONTRACTOR shall provide COUNTY with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. COUNTY may provide additional instructions on reporting requirements as required by COUNTY or State guidelines.
- C. CONTRACTOR shall participate in the RUHS-BH's Management Information System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report program, individuals served and staff data about the CONTRACTOR's program and services, by the fifth (5th) calendar day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form (Attachment A) to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the State.
 - 1. Events reported shall include:
 - a. Death of any consumer 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. Consumers' 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:
 - a. The organizational changes specified in Section 10531(a) of this subchapter;
 - b. Any change in the licensee's or applicant's mailing address; and,
 - c. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

XVI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance

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

XVII. CONFIDENTIALITY

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

- A. CONTRACTOR shall protect from unauthorized disclosure, confidential consumer identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- B. CONTRACTOR shall not disclose confidential consumer identifying information except as authorized by consumer, consumer's legal representative or as permitted by Federal or State law, to anyone other than COUNTY or State without prior valid authorization from the consumer or consumer's legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.
- C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide 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. 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 disclosure required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the RUHS-BH Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

RUHS-BH Compliance Officer
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.

E. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities.

F. 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. 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:
 - a. Upper Case letter (A-Z);
 - b. Lower case letters (a-z);
 - c. Arabic numerals (0 through 9); and
 - d. Non-alphanumeric characters (punctuation symbols).

G. 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.

H. CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs, thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). 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

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

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.

I. CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of and Agreement to comply with said confidentiality provisions.

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

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XVIII. RECORDS

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Health Care Services, State Department of Justice, State Department of Mental Health Services and Oversight and Accountability Commission, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. Records include, but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement 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 consumers. 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 Agreement.

A. Program Participant/Consumer Records

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

B. Financial Records

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

C. Financial Record Retention

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

D. Participant/Consumer Record Retention

Participant/Consumer records shall be maintained and retained for a minimum of ten (10) years. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the consumer file is retained for ten (10) years after the consumer 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 consumer records and information between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR shall not release these consumer records or information to a third party without a valid authorization.

F. Consumer Records

COUNTY is the owner of all participant/consumer records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the consumer records so they can be archived by the COUNTY, according to procedures developed by the COUNTY. COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. COUNTY is required to provide the CONTRACTOR with a copy of

any consumer 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 consumers. Upon request, at any time during the period of this Agreement, 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.

XIX. STAFFING:

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

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

- C. CONTRACTOR shall institute and maintain a training program in which professional and other appropriate personnel shall participate. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the consumers from violent behavior. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- D. 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 the completed CARF form to RUHS-BH Management Reporting Unit via email at MRU_Support@ruhealth.org.
- 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 (NPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medi-Cal List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less frequently than monthly thereafter. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR's personnel are found listed on this site and what action has been taken to remedy the matter. Contractor shall establish their own procedures to ensure adherence to these requirements.

XX. CULTURAL COMPETENCY

- A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse cultural population served under this Agreement. CONTRACTOR shall provide 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 not be 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 program service delivery; staff training; and organizational policies and procedures related to the programs offered to culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by COUNTY and make available to 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. A comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
 2. Appropriate interventions which acknowledge specific cultural influences.
- D. CONTRACTOR agrees to comply with the RUHS-BH's Cultural Competency Plan as set forth in the Department's approved Cultural Competency Plan. The Cultural Competency Plan may be obtained from the department's website at <http://rcdmh.org/> or by contacting the RUHS-BH's Cultural Competency Manager or designee.
- Riverside University Health System-Behavioral Health
Cultural Competency Program
P.O. Box 7549
Riverside, California 92513
Attention: Cultural Competency Manager Fax: 951-955-7206
- E. CONTRACTOR agrees to meet with RUHS-BH's Cultural Competency Program Manager, as needed, to provide technical assistance in determining and implementing cultural competency activities.
- F. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the RUHS-BH's Cultural Competency Plan. In order to attend COUNTY offered trainings, CONTRACTOR must register on-line through the department's training unit.
- G. CONTRACTOR is responsible for reporting back to COUNTY, annually in writing, all cultural competency related trainings that staff members have attended. The following format is recommended:

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST

CONTRACTOR shall 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.

XXIII. 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.

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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 drug abuse in the workplace;
 - 2. The CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works in the program(s) funded through this Agreement:
 - 1. Will receive a copy of the CONTRACTOR's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the CONTRACTOR's statement as a condition of employment on the Agreement.
- D. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if 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.

XXVI. 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. COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- D. 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. COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. COUNTY may terminate this Agreement immediately if, in the opinion of DIRECTOR, CONTRACTOR fails to provide for the health and safety of consumer(s) served under this Agreement. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper to 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 (deny funds) for all or part of the cost or activity not in compliance.
 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to 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, F, or G above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the 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 service as previously required under the terms of this Agreement until the date of termination
 3. If participants/consumers are to be transferred to another program for services, furnish to COUNTY, upon request, all consumer information and documents deemed necessary by COUNTY to affect an orderly transfer;
 4. If appropriate, assist COUNTY in effecting the transfer of consumers in a manner consistent with the best interest of the consumers' 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 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; and

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;
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. 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 agreement is terminated and/or allowed to expire by 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, 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.

XXVII. DISPUTE:

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

XXVIII. SEVERABILITY:

If any provision of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or is in violation of any Federal, State, or 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.

XXIX. 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.

XXX.DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made, natural, or biological disaster. COUNTY expects CONTRACTOR to have a disaster plan in place and COUNTY would expect CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

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 DR., STE 124
COLTON, CA 92324

COUNTY:

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

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: Inland Caregiver Resource Center
PROGRAM NAME: Program to Encourage Active & Rewarding Lives
DEPARTMENT ID.: 4100221337-74720-536240

CONTRACTOR shall provide the following:

1.1 PROGRAM GOALS AND OBJECTIVES

The primary goals of this program are to reduce the severity of depression and anxiety within this population through the use of an evidence-based prevention and early intervention program for older adults in Riverside County. This will result in increased resiliency, quality of life, and development of coping strategies for program participants. The program will be provided in the home or in other destigmatizing, and culturally appropriate settings, incorporating the needs of the target population and increasing the likelihood of older adults accessing services. 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.

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, Queer/Questioning;
- b. Deaf/Hard of Hearing;
- c. Hispanic/Latinx;
- d. Black/African-American;
- e. Native-American; and/or
- f. Asian/Pacific Islander;
- g. Middle Eastern/North African
- h. Veterans
- i. Faith-based/Spiritual and,
- j. Individuals with Disabilities

1.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive service through PEARLS, an evidence-based practice.

1.3 GEOGRAPHICAL LOCATION OF SERVICES

The priority communities identified for the **Western Region** are: Arlanza, East Side Riverside, Casablanca, Jurupa Valley and Moreno Valley. The priority communities identified for the **Mid-County Region** are: Hemet, Homeland, Lake Elsinore, Mead Valley, Nuevo, Perris, Romoland, San Jacinto, Sun City and Winchester. The priority communities identified for the **Desert Region** are: Banning, Cabazon, Cathedral City, Coachella, Desert Hot Springs, Indio, Mecca, North Shore, Palm Springs and Thermal.

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 Facility / Service Site(s)

- a. Services will be offered primarily in the home of Program to Encourage Active, Rewarding Lives (PEARLS) participants unless other non-stigmatizing, locations can be agreed upon between the participant and the provider, which may include, but are not limited to, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility (if not done in the home) must provide confidential space for individual prevention services.
- c. The facility must be in compliance with any applicable state and local laws and requirements including American with Disabilities Act (ADA).

1.4.2 Programs

- a. The evidence-based prevention and early intervention program, PEARLS, will be utilized to meet the goals identified in this agreement.
- b. Extensive outreach to communities and the older adult population is required to obtain the participants that are eligible to be enrolled and receive the PEARLS program.
- c. The evidence-based program PEARLS will be provided by a trained PEARLS Counselor who has a Bachelor's Degree in a Social Service field and has knowledge and/or experience with Cognitive-Behavioral Therapy principals/techniques.
- d. The PEARLS sessions will primarily be completed in the participant's home unless another, more appropriate, non-stigmatizing location can be negotiated as per the request of the participant.

e. There will be no charge to the program participants.

1.5 PROGRAM DESCRIPTION

1.5.1. General Program Type

PEARLS is an evidence-based program designed for people 60 years or older who have minor depression or dysthymia (an ongoing, low-grade depression of two or more years, in which depressive symptoms are present more days than not). PEARLS is an in-home intervention that utilizes an empowering, skill-building approach based on three core elements: problem solving treatment (PST), social and physical activation, and pleasant activity scheduling. These three elements work together to empower participants by encouraging them to engage in behaviors that help them reach their goals of reducing depressive symptoms and improving their overall quality of life. The intervention is delivered in eight (8) face-to-face sessions and is time-limited tapered over a 19-week period. Structured sessions are designed to help participants define and solve their problems, become more socially and physically active, and experience more pleasant activities. Participants will be screened for eligibility prior to beginning the program and ongoing psychiatric consultation regarding participants occurs on a monthly basis. PEARLS provides a concrete, easy-to-learn, and empowering approach to solving problems and reducing depression. Participants are urged to continue with the approach on their own after the sessions have ended; brief follow up calls by PEARLS facilitators encourage participants and support their transition to continue on their own.

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

It is expected that services will be offered in each of the three regions in the priority communities identified. Approximately 195 participants Countywide, or 65 participants per region, per year, will complete the PEARLS program. Completion is defined as each individual attending and participating 6 out of 8 individual sessions and completion of all outcome measures.

1.5.2. Service Delivery Requirements

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

- a. Services to be provided utilizing the PEARLS model described in Section 1.8 of this agreement.

- b. All PEARLS participants are screened for appropriateness as determined by RUHS-BH program criteria.
- c. Provide specific outreach activities that will engage and target the Older Adult population.
- d. Services to be provided in the participant's home or another non-stigmatizing location that the participant and the provider can identify that will allow for the participant to feel comfortable to do the PEARLS sessions.
- e. CONTRACTOR will recruit PEARLS Counselors who are reflective of the target populations for which they are providing the program and familiar with Cognitive-Behavioral Therapy techniques.
- f. CONTRACTOR will recruit or sub-contract with a psychiatrist for a minimum of 2-4 hours per month to provide clinical supervision and case consultation with PEARLS Counselors.
- g. PEARLS Counselors are required to participate in bi-weekly Clinical Supervision meetings that are facilitated by a psychiatrist for case consultation.
- h. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- i. CONTRACTOR will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the PEARLS program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the EBP.
- j. CONTRACTOR will be required to purchase and allow PEARLS Counselors to use electronic audio recording devices for fidelity monitoring purposes.
- k. PEARLS Counselors providing the PEARLS model will submit audio recordings to RUHS-BH staff for fidelity reviews.
- l. There will be no charge to program participants.
- m. Transportation shall be provided to program participants as needed.
- n. Comply with Performance Outcome requirements as stated in Section 1.8.

1.5.3. Staffing Responsibilities and Qualifications

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

- a. Hire staff who are culturally and ethnically representative of the individuals being served.
- b. Ensure the provision of culturally competent services.

- c. PEARLS Counselors, supervisory staff, and psychiatrist must attend and satisfactorily complete the initial training two (2) day PEARLS training which will be coordinated and funded by RUHS-BH. Each provider participating in the training will receive any additional materials required by the trainers.
- d. Provide administrative, supervisory, and clerical support for the program.
- e. Psychiatrist will provide a minimum of 2-4 hours of clinical supervision/case consultation a month to PEARLS Counselors.
- f. Comply with fidelity measures required by the PEARLS program model.
- g. Provide outcome measures to all program participants as described in Section 1.8.
- h. Ensure that all staff, subcontractors, and volunteers providing services, interacting with and/or whom have access to clients have undergone criminal records background check and received fingerprint clearance from California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
- i. Ensure that personnel are competent and qualified to provide the services necessary.
- j. PEARLS is to be provided by a trained **PEARLS Counselor** with a minimum of a Bachelor's Degree in a social service field. PEARLS Counselors should have a general understanding of Cognitive-Behavioral Therapy principles, be comfortable doing extensive outreach to locate and screen potential participants as well as conduct the PEARLS sessions in participants' homes. PEARLS Counselors will participate in a minimum of 2-4 hours per month in case consultation with psychiatrist regarding caseload.
- k. Ensure the following job description is filled: **Program Coordinator**, who's duties will include but not limited to, administrative oversight of the contract, providing clinical supervision to the PEARLS Counselors, ensure that all outreach and referrals are being provided and processed according to the contract, help PEARLS Counselors manage crisis and risk of participants, coordinating case consultation with psychiatrist and PEARLS Counselors, and ensuring all outcome measures are being completed and turned into RUHS-BH staff on a monthly basis.
- l. All Program Staff will attend a yearly, one (1) day, PEI Summit.
- m. Ensure that the PEARLS program maintains a minimum of 80% fidelity of program components as observed by RUHS-BH staff, and as measured by the use of the EBP fidelity tool. Contractor will comply with findings resulting from the EBP fidelity tool.

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 reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, 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. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and Riverside University Health System-Behavioral Health. These records shall include, but are not limited to:

- a. Maintaining a log of referrals.
- b. Documentation of individuals enrolled and participating in the PEARLS program.
- c. Monthly documentation of each session completed by PEARLS Counselor that will include outcome measures, problem solving worksheets, and session contact notes.
- d. Documentation of outreach recruitment efforts on a monthly basis, which may include but not be limited to date, time, and location of recruitment activities (i.e., community senior centers, churches, etc.).
- e. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities (time spent doing the PEARLS services) and program costs.
- f. A monthly log to track individual Staff Time Accounting to include staff name, activity (Program Recruitment, Screening/Engagement, Program), and time allocated to each activity each day service is delivered.
- g. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.
- h. Originals of completed outcome measures will be submitted to RUHS-BH. Contractor will keep copies of outcome measures for their records.
- i. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- j. Data entry into the County Management Information System, if applicable.

1.8 PERFORMANCE OUTCOMES

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

1.8.1 Goals, Outcome Measurement Tools, and Outcome Expectations:

- a. Upon completing the PEARLS program, CONTRACTOR will measure symptoms of depression using the Patient Health Questionnaire-9 (PHQ-9), with the expectation of improved symptoms of depression.
- b. Upon completing the PEARLS program, CONTRACTOR will measure symptoms of anxiety using the General Anxiety Disorder-7 (GAD-7) with the expectation of improved symptoms of anxiety.
- c. Upon completing the PEARLS program, CONTRACTOR will measure resiliency and coping strategies using the Quality of Life Questionnaire (QOL) with the expectation of an increase in resiliency and coping strategies as well as an improvement in overall quality of life.

1.8.2 Performance-Based Criteria:

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

1.8.3 The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the PEARLS program to sixty-five (65) unduplicated individuals in each region. The total number of unduplicated individuals that will complete the program countywide will be 195.	CONTRACTOR will submit all required documentation for each individual participating in the program.	A minimum of sixty-five (65) unduplicated individuals in each region will complete the PEARLS program. "Completed" is defined as completion of at least 6 out of 8 sessions. Completion also means that all pre and post measures have been completed for each program participants.
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 pre and post and/or at any additional intervals as determined necessary 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 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 statues and regulations previously referenced in this AGREEMENT, services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statues or relevant sections therein:

FEDERAL

42 C.F.R Part 438
Drug-Free Workplace Act (DFWA) - 1990
National Voter Registration Act of 1993
42 C.F.R. §438.608 (Program Integrity Requirements)
McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)
Trafficking Victims Protection Act (TVPA) of 2000
45 C.F.R. § 205.50

STATE

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

COUNTY

Behavioral Health Policies

Code of Ethics – Policy 108
Cultural Competence – Policy 162
Confidentiality Guidelines for Family / Social support Network – Policy 206
Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
Health Privacy & Security – Board of Supervisors Policy B-23
Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
Harassment in the Workplace - Board of Supervisors Policy C-25
Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
Riverside County Mental Health Plan
Riverside County Mental Health Plan Provider Manual
Riverside County Mental Health "Psychotropic Medication Protocols for Children and Adolescents"
Publication
Riverside County Mental Health "Medication Guidelines" Publication
County and Departmental policies, as applicable to this Agreement
All RUHS-BH Letters and Bulletins as applicable to this Agreement

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Inland Caregiver Resource Center
PROGRAM NAME: Program to Encourage Active & Rewarding Lives (PEARLS)
DEPARTMENT ID: 4100221337-74720-536240

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - Actual Cost, as invoiced by expenditure category specified in Schedule K.

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

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

- The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
- 4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.
- 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 2022/2023 shall be \$ 403,080 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 County Reporting Unit, 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.

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:

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)

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: On medication(s) (list below) No Medication(s) Unknown

	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			

Suspected or Known Substance Use Disorder(s): Yes No

If yes, describe:

Treating Psychiatrist: Program MD
 Private MD

Family/Legal Guardian - Aware of Incident: Yes No

Family Attitude/Response:

Supervisor's Comments/Concerns/Issues Identified:

Supervisor's action(s) taken:

- Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.
- Urgent RUHS – BH Administration notification recommended. *Refer to Policy 248.* 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:
---------------------------------	---------------------

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)

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

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)

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 _____	

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)

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:	

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

RIVERSIDE COUNTY INFORMATION TECHNOLOGY
VPN Access Agreement – Vendor

VERSION 1.0 | DATE OF REVISION 2015-08-18



USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

I, the individual named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.



USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.
2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

The Remote Access User agrees to never access Confidential Information for "curiosity viewing." The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.
4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.
5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.
6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.
8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become



effective, and Riverside County will not grant remote access, unless this agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement:
 - a. Suspend or terminate Remote Access User's access to Riverside County Information Systems.
 - b. Bring legal action to enforce this Agreement.
 - c. Notify the appropriate authorities if necessary.

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

1. Vendor will require each employee who which has been granted remote access to Riverside County Information Systems to sign a separate Remote Access User Agreement with Riverside County and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords.
2. Vendor agrees to train employees on the requirements of this Agreement and is responsible for its employee's compliance with all provisions of this Agreement.
3. Vendor must notify the sponsoring department listed on this form or the Riverside County Help Desk at (951) 955-9900 within 12 hours of an employee's termination. Riverside County will terminate such user's remote access upon notification.
4. This Agreement cannot be transferred or otherwise assigned to other employees.
5. Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

RIVERSIDE COUNTY INFORMATION TECHNOLOGY
VPN Access Agreement – Vendor

VERSION 1.0 | DATE OF REVISION 2015-08-18



Notwithstanding the above, Riverside County may terminate this Agreement and any user's remote access at any time for any reason. County of Riverside appreciates your support and understanding in this matter. By signing this agreement, you acknowledge your understanding of, and agreement with, the terms of County of Riverside network use.

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

REQUESTING USER SIGNATURE

DATE

AUTHORIZED AGENT OF VENDOR

AGENT NAME
AGENT TITLE
VENDOR NAME

VENDOR AUTHORIZED AGENT SIGNATURE

DATE

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME	Jeanette Bates
SUPERVISOR / MANAGER TITLE	Administrative Services Officer
COUNTY AGENCY / DEPARTMENT	RUHS-BH

SUPERVISOR / MANAGER SIGNATURE

DATE

VPN Account Request Form – Vendor



This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below.

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature.
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Jeanette Bates	
TITLE Administrative Services Officer	
COUNTY AGENCY / DEPARTMENT RUHS-Behavioral Health	
EMAIL JBates@RUHealth.org	PHONE 951-358-5428

USER REQUESTING ACCESS

FIRST NAME		
LAST NAME		
JOB TITLE		
VENDOR NAME		
OFFICE STREET ADDRESS		
CITY	STATE	ZIP CODE
OFFICE PHONE		
EMAIL ADDRESS		

ACCOUNT DETAILS

DEPARTMENT BILLING STRING 10000.4100413651.83600
VPN GROUP NAME Mental Health
ASSIGN SAME RIGHTS AS STAFF MEMBER
DESCRIPTION / PURPOSE OF ACCESS REQUIRED

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

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**, a California non-profit agency, hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

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

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

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NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 25 and Exhibits A, B, C, and D and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: _____
Trisha Hernandez
Procurement Contract Specialist

Date: _____

COUNTY COUNSEL:
Approved as to form

By: _____
Deputy County Counsel

CONTRACTOR

By: _____
Carmen Estrada
Inland Caregiver Resource Center

Date: 7/13/2022

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 25 and Exhibits A, B, C, and D and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: 
Trisha Hernandez
Procurement Contract Specialist

CONTRACTOR

By: 
Carmen Estrada
Inland Caregiver Resource Center

Date: 7/26/2022

Date: 7/13/2022

COUNTY COUNSEL:

Approved as to form

By: 
Deputy County Counsel

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- EXHIBIT C
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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 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 on July 1, 2022, and continue in effect through June 30, 2023. The Agreement may thereafter be renewed annually, up to four (4) additional one-year periods, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT

A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C and Schedule I or Schedule K.

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

A. Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the County Director of Behavioral Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement.

1. CONTRACTOR agrees to extend to DIRECTOR, or designee, COUNTY Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
2. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal and program components, staff, and facilities, COUNTY shall enforce Agreement provisions and applicable COUNTY policies identified throughout this agreement.

B. If at any time COUNTY determines CONTRACTOR is out of compliance with any provision contained within this Agreement, COUNTY will provide written notification of the noncompliance findings to the CONTRACTOR and request a plan of corrective action.

1. CONTRACTOR will, within thirty (30) days of receiving notification, provide a written plan of corrective action addressing the noncompliance.
2. If COUNTY accepts the CONTRACTOR's proposed plan of corrective action, it shall suspend other punitive actions to give the CONTRACTOR the opportunity to come into compliance.
3. If COUNTY determines CONTRACTOR has failed to implement corrective action, funds may be withheld or disallowed 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.

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 and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to COUNTY employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility and liability for the acts of its employees or agents as they relate to services provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of 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 federal Occupational Safety and Health Administration 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 and state 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. Amendments of Articles;
 3. List of agency's Board of Directors and Advisory Board;
 4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency; and
 5. By-laws and minutes of Board meetings.

VI. LICENSE(S)/CERTIFICATION(S)

- A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers and/or exemptions necessary to provide 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 designee immediately and in writing of its inability to maintain, irrespective of the tendency of an appeal, such licenses, permits, approvals, certifications, waivers and/or exemptions.

VII. ADMINISTRATIVE CHANGE IN STATUS

- 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 a name change not amounting to a change of ownership, a change in the authorized signer of contract documents, moving a facility's service location within the same region, or closing a facility with services being offered in another already existing contracted facility. Any change in administrator of the facility shall be reported to COUNTY. Such notification shall include the new administrator's name, address and qualifications. Other changes to the contractor status may result in a more formal contract amendment, as stated in Section VIII, DELEGATION AND ASSIGNMENT. 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.
 - 1. 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.
 - 2. 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.

VIII. DELEGATION AND ASSIGNMENT

- A. CONTRACTOR may not delegate the obligations required by this Agreement, either in whole or in part, without prior written consent of COUNTY. Obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by DIRECTOR, or designee, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provision(s) that 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.
- 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.

IX. 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.

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

X. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, 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

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used 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 Insureds.

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 - Ali 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. 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.
4. 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.
5. It is understood and agreed by the parties hereto and 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.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment,

the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. 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, sex, national origin, age, sexual preference, or physical or mental disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship/internship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR (or designee) and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical/mental disability.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining Agreement or other contract or understanding must post a

notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

B. Services, Benefits, and Facilities:

1. CONTRACTOR 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 DIRECTOR, or authorized designee, for the purpose of presenting the complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY's resolution or decision with respect to the complaint of alleged discrimination, they may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the reporting requirements as mandated by law. COUNTY shall provide instruction and direction regarding RUHS-BH policies and procedures for meeting reporting requirements.
- B. CONTRACTOR shall provide COUNTY with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. COUNTY may provide additional instructions on reporting requirements as required by COUNTY or State guidelines.
- C. CONTRACTOR shall participate in the RUHS-BH's Management Information System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report program, individuals served and staff data about the CONTRACTOR's program and services, by the fifth (5th) calendar day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form (Attachment A) to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the State.
 - 1. Events reported shall include:
 - a. Death of any consumer 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. Consumers' 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:
 - a. The organizational changes specified in Section 10531(a) of this subchapter;
 - b. Any change in the licensee's or applicant's mailing address; and,
 - c. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

XVI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance

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

XVII. CONFIDENTIALITY

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

- A. CONTRACTOR shall protect from unauthorized disclosure, confidential consumer identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- B. CONTRACTOR shall not disclose confidential consumer identifying information except as authorized by consumer, consumer's legal representative or as permitted by Federal or State law, to anyone other than COUNTY or State without prior valid authorization from the consumer or consumer's legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.
- C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide 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. 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 disclosure required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the RUHS-BH Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

RUHS-BH Compliance Officer
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.

E. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities.

F. 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. 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:
 - a. Upper Case letter (A-Z);
 - b. Lower case letters (a-z);
 - c. Arabic numerals (0 through 9); and
 - d. Non-alphanumeric characters (punctuation symbols).

G. 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.
- H. CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs, thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). 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
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
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.
- I. CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of and Agreement to comply with said confidentiality provisions.
 - J. For purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual and their past, present, or future physical or mental health condition. This includes, but is not limited to, any combination of the person's name, address, Social Security Number, date of birth, identifying number, symbol, or other particular identifier assigned to the individual, such as finger or voice print, or photograph.

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XVIII. RECORDS

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Health Care Services, State Department of Justice, State Department of Mental Health Services and Oversight and Accountability Commission, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. Records include, but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement 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 consumers. 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 Agreement.

A. Program Participant/Consumer Records

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

B. Financial Records

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

C. Financial Record Retention

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

D. Participant/Consumer Record Retention

Participant/Consumer records shall be maintained and retained for a minimum of ten (10) years. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the consumer file is retained for ten (10) years after the consumer 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 consumer records and information between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR shall not release these consumer records or information to a third party without a valid authorization.

F. Consumer Records

COUNTY is the owner of all participant/consumer records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the consumer records so they can be archived by the COUNTY, according to procedures developed by the COUNTY. COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. COUNTY is required to provide the CONTRACTOR with a copy of

any consumer 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 consumers. Upon request, at any time during the period of this Agreement, 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.

XIX. STAFFING:

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

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

- C. CONTRACTOR shall institute and maintain a training program in which professional and other appropriate personnel shall participate. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the consumers from violent behavior. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- D. 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 the completed CARF form to RUHS-BH Management Reporting Unit via email at MRU_Support@ruhealth.org.
- 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.

XX. CULTURAL COMPETENCY

- A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse cultural population served under this Agreement. CONTRACTOR shall provide 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 not be 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 program service delivery; staff training; and organizational policies and procedures related to the programs offered to culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by COUNTY and make available to 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. A comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
 2. Appropriate interventions which acknowledge specific cultural influences.
- D. CONTRACTOR agrees to comply with the RUHS-BH's Cultural Competency Plan as set forth in the Department's approved Cultural Competency Plan. The Cultural Competency Plan may be obtained from the department's website at <http://rcdmh.org/> or by contacting the RUHS-BH's Cultural Competency Manager or designee.
- Riverside University Health System-Behavioral Health
Cultural Competency Program
P.O. Box 7549
Riverside, California 92513
Attention: Cultural Competency Manager Fax: 951-955-7206
- E. CONTRACTOR agrees to meet with RUHS-BH's Cultural Competency Program Manager, as needed, to provide technical assistance in determining and implementing cultural competency activities.
- F. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the RUHS-BH's Cultural Competency Plan. In order to attend COUNTY offered trainings, CONTRACTOR must register on-line through the department's training unit.
- G. CONTRACTOR is responsible for reporting back to COUNTY, annually in writing, all cultural competency related trainings that staff members have attended. The following format is recommended:

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

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

XXI. INFORMING MATERIALS

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

XXII. CONFLICT OF INTEREST

CONTRACTOR shall 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.

XXIII. 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.

XXIV. FEDERAL AND STATE STATUTES:

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

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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 drug abuse in the workplace;
 - 2. The CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works in the program(s) funded through this Agreement:
 - 1. Will receive a copy of the CONTRACTOR's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the CONTRACTOR's statement as a condition of employment on the Agreement.
- D. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if 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.

XXVI. 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. COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- D. 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. COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. COUNTY may terminate this Agreement immediately if, in the opinion of DIRECTOR, CONTRACTOR fails to provide for the health and safety of consumer(s) served under this Agreement. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper to 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 (deny funds) for all or part of the cost or activity not in compliance.
 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to 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, F, or G above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the 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 service as previously required under the terms of this Agreement until the date of termination
 3. If participants/consumers are to be transferred to another program for services, furnish to COUNTY, upon request, all consumer information and documents deemed necessary by COUNTY to affect an orderly transfer;
 4. If appropriate, assist COUNTY in effecting the transfer of consumers in a manner consistent with the best interest of the consumers' 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 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; and

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;
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. 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 agreement is terminated and/or allowed to expire by 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, 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.

XXVII. DISPUTE:

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

XXVIII. SEVERABILITY:

If any provision of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or is in violation of any Federal, State, or 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.

XXIX. 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.

XXX. DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made, natural, or biological disaster. COUNTY expects CONTRACTOR to have a disaster plan in place and COUNTY would expect CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

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 DR., STE 124
COLTON, CA 92324

COUNTY:

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

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: Inland Caregiver Resource Center
PROGRAM NAME: Program to Encourage Active & Rewarding Lives
DEPARTMENT ID.: 4100221337-74720-536240

CONTRACTOR shall provide the following:

1.1 PROGRAM GOALS AND OBJECTIVES

The primary goals of this program are to reduce the severity of depression and anxiety within this population through the use of an evidence-based prevention and early intervention program for older adults in Riverside County. This will result in increased resiliency, quality of life, and development of coping strategies for program participants. The program will be provided in the home or in other destigmatizing, and culturally appropriate settings, incorporating the needs of the target population and increasing the likelihood of older adults accessing services. 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.

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, Queer/Questioning;
- b. Deaf/Hard of Hearing;
- c. Hispanic/Latinx;
- d. Black/African-American;
- e. Native-American; and/or
- f. Asian/Pacific Islander;
- g. Middle Eastern/North African
- h. Veterans
- i. Faith-based/Spiritual and,
- j. Individuals with Disabilities

1.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive service through PEARLS, an evidence-based practice.

1.3 GEOGRAPHICAL LOCATION OF SERVICES

The priority communities identified for the **Western Region** are: Arlanza, East Side Riverside, Casablanca, Jurupa Valley and Moreno Valley. The priority communities identified for the **Mid-County Region** are: Hemet, Homeland, Lake Elsinore, Mead Valley, Nuevo, Perris, Romoland, San Jacinto, Sun City and Winchester. The priority communities identified for the **Desert Region** are: Banning, Cabazon, Cathedral City, Coachella, Desert Hot Springs, Indio, Mecca, North Shore, Palm Springs and Thermal.

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 Facility / Service Site(s)

- a. Services will be offered primarily in the home of Program to Encourage Active, Rewarding Lives (PEARLS) participants unless other non-stigmatizing, locations can be agreed upon between the participant and the provider, which may include, but are not limited to, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility (if not done in the home) must provide confidential space for individual prevention services.
- c. The facility must be in compliance with any applicable state and local laws and requirements including American with Disabilities Act (ADA).

1.4.2 Programs

- a. The evidence-based prevention and early intervention program, PEARLS, will be utilized to meet the goals identified in this agreement.
- b. Extensive outreach to communities and the older adult population is required to obtain the participants that are eligible to be enrolled and receive the PEARLS program.
- c. The evidence-based program PEARLS will be provided by a trained PEARLS Counselor who has a Bachelor's Degree in a Social Service field and has knowledge and/or experience with Cognitive-Behavioral Therapy principals/techniques.
- d. The PEARLS sessions will primarily be completed in the participant's home unless another, more appropriate, non-stigmatizing location can be negotiated as per the request of the participant.

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

1.5 PROGRAM DESCRIPTION

1.5.1. General Program Type

PEARLS is an evidence-based program designed for people 60 years or older who have minor depression or dysthymia (an ongoing, low-grade depression of two or more years, in which depressive symptoms are present more days than not). PEARLS is an in-home intervention that utilizes an empowering, skill-building approach based on three core elements: problem solving treatment (PST), social and physical activation, and pleasant activity scheduling. These three elements work together to empower participants by encouraging them to engage in behaviors that help them reach their goals of reducing depressive symptoms and improving their overall quality of life. The intervention is delivered in eight (8) face-to-face sessions and is time-limited tapered over a 19-week period. Structured sessions are designed to help participants define and solve their problems, become more socially and physically active, and experience more pleasant activities. Participants will be screened for eligibility prior to beginning the program and ongoing psychiatric consultation regarding participants occurs on a monthly basis. PEARLS provides a concrete, easy-to-learn, and empowering approach to solving problems and reducing depression. Participants are urged to continue with the approach on their own after the sessions have ended; brief follow up calls by PEARLS facilitators encourage participants and support their transition to continue on their own.

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

It is expected that services will be offered in each of the three regions in the priority communities identified. Approximately 195 participants Countywide, or 65 participants per region, per year, will complete the PEARLS program. Completion is defined as each individual attending and participating 6 out of 8 individual sessions and completion of all outcome measures.

1.5.2. Service Delivery Requirements

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

- a. Services to be provided utilizing the PEARLS model described in Section 1.8 of this agreement.

- b. All PEARLS participants are screened for appropriateness as determined by RUHS-BH program criteria.
- c. Provide specific outreach activities that will engage and target the Older Adult population.
- d. Services to be provided in the participant's home or another non-stigmatizing location that the participant and the provider can identify that will allow for the participant to feel comfortable to do the PEARLS sessions.
- e. CONTRACTOR will recruit PEARLS Counselors who are reflective of the target populations for which they are providing the program and familiar with Cognitive-Behavioral Therapy techniques.
- f. CONTRACTOR will recruit or sub-contract with a psychiatrist for a minimum of 2-4 hours per month to provide clinical supervision and case consultation with PEARLS Counselors.
- g. PEARLS Counselors are required to participate in bi-weekly Clinical Supervision meetings that are facilitated by a psychiatrist for case consultation.
- h. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- i. CONTRACTOR will participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the PEARLS program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the EBP.
- j. CONTRACTOR will be required to purchase and allow PEARLS Counselors to use electronic audio recording devices for fidelity monitoring purposes.
- k. PEARLS Counselors providing the PEARLS model will submit audio recordings to RUHS-BH staff for fidelity reviews.
- l. There will be no charge to program participants.
- m. Transportation shall be provided to program participants as needed.
- n. Comply with Performance Outcome requirements as stated in Section 1.8.

1.5.3. Staffing Responsibilities and Qualifications

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

- a. Hire staff who are culturally and ethnically representative of the individuals being served.
- b. Ensure the provision of culturally competent services.

- c. PEARLS Counselors, supervisory staff, and psychiatrist must attend and satisfactorily complete the initial training two (2) day PEARLS training which will be coordinated and funded by RUHS-BH. Each provider participating in the training will receive any additional materials required by the trainers.
- d. Provide administrative, supervisory, and clerical support for the program.
- e. Psychiatrist will provide a minimum of 2-4 hours of clinical supervision/case consultation a month to PEARLS Counselors.
- f. Comply with fidelity measures required by the PEARLS program model.
- g. Provide outcome measures to all program participants as described in Section 1.8.
- h. Ensure that all staff, subcontractors, and volunteers providing services, interacting with and/or whom have access to clients have undergone criminal records background check and received fingerprint clearance from California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
- i. Ensure that personnel are competent and qualified to provide the services necessary.
- j. PEARLS is to be provided by a trained **PEARLS Counselor** with a minimum of a Bachelor's Degree in a social service field. PEARLS Counselors should have a general understanding of Cognitive-Behavioral Therapy principles, be comfortable doing extensive outreach to locate and screen potential participants as well as conduct the PEARLS sessions in participants' homes. PEARLS Counselors will participate in a minimum of 2-4 hours per month in case consultation with psychiatrist regarding caseload.
- k. Ensure the following job description is filled: **Program Coordinator**, who's duties will include but not limited to, administrative oversight of the contract, providing clinical supervision to the PEARLS Counselors, ensure that all outreach and referrals are being provided and processed according to the contract, help PEARLS Counselors manage crisis and risk of participants, coordinating case consultation with psychiatrist and PEARLS Counselors, and ensuring all outcome measures are being completed and turned into RUHS-BH staff on a monthly basis.
- l. All Program Staff will attend a yearly, one (1) day, PEI Summit.
- m. Ensure that the PEARLS program maintains a minimum of 80% fidelity of program components as observed by RUHS-BH staff, and as measured by the use of the EBP fidelity tool. Contractor will comply with findings resulting from the EBP fidelity tool.

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 reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, 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. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and Riverside University Health System-Behavioral Health. These records shall include, but are not limited to:

- a. Maintaining a log of referrals.
- b. Documentation of individuals enrolled and participating in the PEARLS program.
- c. Monthly documentation of each session completed by PEARLS Counselor that will include outcome measures, problem solving worksheets, and session contact notes.
- d. Documentation of outreach recruitment efforts on a monthly basis, which may include but not be limited to date, time, and location of recruitment activities (i.e., community senior centers, churches, etc.).
- e. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities (time spent doing the PEARLS services) and program costs.
- f. A monthly log to track individual Staff Time Accounting to include staff name, activity (Program Recruitment, Screening/Engagement, Program), and time allocated to each activity each day service is delivered.
- g. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.
- h. Originals of completed outcome measures will be submitted to RUHS-BH. Contractor will keep copies of outcome measures for their records.
- i. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- j. Data entry into the County Management Information System, if applicable.

1.8 PERFORMANCE OUTCOMES

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

1.8.1 Goals, Outcome Measurement Tools, and Outcome Expectations:

- a. Upon completing the PEARLS program, CONTRACTOR will measure symptoms of depression using the Patient Health Questionnaire-9 (PHQ-9), with the expectation of improved symptoms of depression.
- b. Upon completing the PEARLS program, CONTRACTOR will measure symptoms of anxiety using the General Anxiety Disorder-7 (GAD-7) with the expectation of improved symptoms of anxiety.
- c. Upon completing the PEARLS program, CONTRACTOR will measure resiliency and coping strategies using the Quality of Life Questionnaire (QOL) with the expectation of an increase in resiliency and coping strategies as well as an improvement in overall quality of life.

1.8.2 Performance-Based Criteria:

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

1.8.3 The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the PEARLS program to sixty-five (65) unduplicated individuals in each region. The total number of unduplicated individuals that will complete the program countywide will be 195.	CONTRACTOR will submit all required documentation for each individual participating in the program.	A minimum of sixty-five (65) unduplicated individuals in each region will complete the PEARLS program. "Completed" is defined as completion of at least 6 out of 8 sessions. Completion also means that all pre and post measures have been completed for each program participants.
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 pre and post and/or at any additional intervals as determined necessary 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 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

42 C.F.R Part 438
Drug-Free Workplace Act (DFWA) - 1990
National Voter Registration Act of 1993
42 C.F.R. §438.608 (Program Integrity Requirements)
McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)
Trafficking Victims Protection Act (TVPA) of 2000
45 C.F.R. § 205.50

STATE

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

COUNTY

Behavioral Health Policies

Code of Ethics – Policy 108
Cultural Competence – Policy 162
Confidentiality Guidelines for Family / Social support Network – Policy 206
Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
Health Privacy & Security – Board of Supervisors Policy B-23
Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
Harassment in the Workplace - Board of Supervisors Policy C-25
Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
Riverside County Mental Health Plan
Riverside County Mental Health Plan Provider Manual
Riverside County Mental Health "Psychotropic Medication Protocols for Children and Adolescents"
Publication
Riverside County Mental Health "Medication Guidelines" Publication
County and Departmental policies, as applicable to this Agreement
All RUHS-BH Letters and Bulletins as applicable to this Agreement

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Inland Caregiver Resource Center
PROGRAM NAME: Program to Encourage Active & Rewarding Lives (PEARLS)
DEPARTMENT ID: 4100221337-74720-536240

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - Actual Cost, as invoiced by expenditure category specified in Schedule K.

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

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

- The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

- 4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.
- 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 2022/2023 shall be \$ 403,080 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 County Reporting Unit, 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.

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)

SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR

Client/Person (Last Name, First Name)	RUHS – BH Client ID
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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: On medication(s) (list below) No Medication(s) Unknown

	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			

Suspected or Known Substance Use Disorder(s): Yes No

If yes, describe:

Treating Psychiatrist: Program MD
 Private MD

Family/Legal Guardian - Aware of Incident: Yes No

Family Attitude/Response:

Supervisor's Comments/Concerns/Issues Identified:

Supervisor's action(s) taken:

Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.
 Urgent RUHS – BH Administration notification recommended. *Refer to Policy 248.* 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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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)

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

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)

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

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)

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:	

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



USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

I, the individual named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.



USER AGREEMENT

- 1. Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.
- 2. Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

The Remote Access User agrees to never access Confidential Information for "curiosity viewing." The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.
- 3. User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.
- 4. Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.
- 5. Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.
- 6. Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.
- 7. Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.
- 8. Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become

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VPN Access Agreement – Vendor

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effective, and Riverside County will not grant remote access, unless this agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement:
- a. Suspend or terminate Remote Access User's access to Riverside County Information Systems.
 - b. Bring legal action to enforce this Agreement.
 - c. Notify the appropriate authorities if necessary.

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

1. Vendor will require each employee who which has been granted remote access to Riverside County Information Systems to sign a separate Remote Access User Agreement with Riverside County and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords.
2. Vendor agrees to train employees on the requirements of this Agreement and is responsible for its employee's compliance with all provisions of this Agreement.
3. Vendor must notify the sponsoring department listed on this form or the Riverside County Help Desk at (951) 955-9900 within 12 hours of an employee's termination. Riverside County will terminate such user's remote access upon notification.
4. This Agreement cannot be transferred or otherwise assigned to other employees.
5. Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

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Notwithstanding the above, Riverside County may terminate this Agreement and any user's remote access at any time for any reason. County of Riverside appreciates your support and understanding in this matter. By signing this agreement, you acknowledge your understanding of, and agreement with, the terms of County of Riverside network use.

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

REQUESTING USER SIGNATURE

DATE

AUTHORIZED AGENT OF VENDOR

AGENT NAME
AGENT TITLE
VENDOR NAME

VENDOR AUTHORIZED AGENT SIGNATURE

DATE

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME	Jeanette Bates
SUPERVISOR / MANAGER TITLE	Administrative Services Officer
COUNTY AGENCY / DEPARTMENT	RUHS-BH

SUPERVISOR / MANAGER SIGNATURE

DATE

VPN Account Request Form – Vendor

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This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below.

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature.
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Jeanette Bates	
TITLE Administrative Services Officer	
COUNTY AGENCY / DEPARTMENT RUHS-Behavioral Health	
EMAIL JBates@RUHealth.org	PHONE 951-358-5428

USER REQUESTING ACCESS

FIRST NAME		
LAST NAME		
JOB TITLE		
VENDOR NAME		
OFFICE STREET ADDRESS		
CITY	STATE	ZIP CODE
OFFICE PHONE		
EMAIL ADDRESS		

ACCOUNT DETAILS

DEPARTMENT BILLING STRING 10000.4100413651.83600
VPN GROUP NAME Mental Health
ASSIGN SAME RIGHTS AS STAFF MEMBER
DESCRIPTION / PURPOSE OF ACCESS REQUIRED