

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



**ITEM: 3.23
(ID # 23665)**

MEETING DATE:

FROM : RUHS-BEHAVIORAL HEALTH:

Tuesday, January 23, 2024

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Prevention and Early Intervention (PEI) Community Health Promotion Program (CMHPP) Services Aggregate and Behavioral Health Agreements with Special Service for Groups, Inc. (SSG), Riverside San Bernardino County Indian Health, Inc., and Sahaba Initiative, Inc., for FY2023/2024 With the Option to Renew for Four (4) Additional One-Year Periods, All Districts. [\$1,318,716 for FY 2023/2024, \$1,508,172 Annually FY 2024/2025 through 2027/2028, Up to \$131,871 in Additional Compensation for FY 2023/2024, \$150,817 in Additional Compensation Annually from FY 2024/2025 through 2027/2028, \$7,351,404 Total for Five (5) Years, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Community Health Promotion Program (CMHPP) Services Aggregate in the amount of \$1,318,716 for FY2023/2024, and \$1,508,172 annually FY2024/2025 through FY2027/2028 for a total cost of \$7,351,404 through June 30, 2028;

Continued on Page 2

ACTION:Policy



Matthew Chang, Director 1/2/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Behavioral Health Agreements with Special Service for Groups, Inc. (SSG), Riverside San Bernardino County Indian Health, Inc., and Sahaba Initiative, Inc., as indicated in Attachment A, to provide CMHPP Services for the term of January 1, 2024 through June 30, 2024, with the option to renew up to four (4) additional one-year periods through June 30, 2028; and Authorize the Chairman of the Board sign and execute the Agreements on behalf of the County; and
3. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to: a) exempt the Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids while staying within the Board approved aggregate; b) move allocated funds among the vendors listed in Attachment A; c) sign renewals and amendments that exercise the options of the Agreements including modifications of the statement of work that stay within the intent of the Agreements; and d) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the approved aggregate amount through June 30, 2028.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,318,716	\$ 1,508,172	\$ 7,351,404	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% STATE			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

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) and ethnically and culturally specific Community Mental Health Promotion Programs (CMHPP). These services are implemented countywide in diverse, unserved or underserved communities, which includes education and outreach to build relationships with Asian-American/ Pacific Islander; African American; Deaf and Hard of Hearing (HoH); Lesbian, Gay Bisexual, Transgender, Questioning/Queer, Intersex and Asexual (LGBTQIA); Native American; Middle Eastern North African (MENA), individuals with disabilities, spiritual/faith-based, and veterans communities, increasing access to mental health services while reducing the stigma associated with mental illness.

Community Mental Health Promoters (CMHPs) come from the communities they serve, they can address access barriers that arise from cultural and linguistic differences, stigma, and

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mistrust of the system. Relationships with the community is one of the key factors that distinguish CMHPs from other health workers. CMHPs provide accessible services in the community and help decrease barriers due to limited resources, lack of transportation, and limited availability. In addition to coming from the communities they serve, CMHPs can be characterized by three Ps: Presence, Persistence, and Patience. The goals of CMHPP are to establish a collaboration and partnership between the RUHS-BH and key community leaders from target population groups identified, as mental health promoters; promote awareness of mental health topics and resources specifically tailored to these communities; increase access to needed services including PEI programs; and to provide supervision and ongoing training to support the community-based work of the CMHP and assist them with developing and enhancing their relationship with the community they serve.

Impact on Citizens and Businesses

Services will be made available to individuals of all ages who are at risk of the development of mental health problems. The expected number to be served countywide, annually, per target population group, is projected to be approximately 1,080 unduplicated individuals.

Additional Fiscal Information

The PEI Agreements are 100% funded with State MHSA funds. No additional County funds are required.

Contract History and Price Reasonableness

On October 12, 2022, a Request for Proposal (RFP) #MHARC-282 for the MHSA PEI Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP), was released via Public Purchase the e-Procurement website utilized by the County of Riverside. Public Purchase notified 232 organizations of the funding opportunity. The RFP was viewed and/or downloaded from Public Purchase by 94 organizations. In addition to releasing the RFP on Public Purchase, an email notification was sent to 408 individuals on the CMHPP Bidders List provided by Behavioral Health to inform potential PEI bidders the County was seeking proposals.

The bid closed on December 5, 2022, and five (5) proposals were received. Upon screening the proposals, one was determined to be non-responsive as they were proposing to use a different model instead of CMPP and serve a population outside the scope of the RFP. The remaining four had all the required sections and were deemed responsive to be evaluated. The Evaluation Committee reached consensus to move forward with the recommendation to award agreements to three most responsive and responsible bidders, which includes: Special Service for Groups (Western and Mid-County Region), Riverside San Bernardino County Indian Health, Inc. (Western, Mid-County & Desert Region), and Sahaba Initiative (Western and Mid-County Region).

**ATTACHMENT A
COMMUNITY MENTAL HEALTH PROMOTION PROGRAM**

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

CONTRACTED PROVIDER	ANNUAL CONTRACT MAXIMUM				
	FY2023/2024	FY2024/2025	FY2025/2026	FY2026/2027	FY2027/2028
Special Service for Groups, Inc.	\$351,908	\$419,654	\$419,654	\$419,654	\$419,654
Riverside San Bernardino County Indian Health, Inc.	\$340,086	\$348,672	\$348,672	\$348,672	\$348,672
Sahaba Initiative, Inc.	\$126,722	\$239,846	\$239,846	\$239,846	\$239,846
Total Contract Amounts	\$818,716	1,008,172	1,008,172	1,008,172	1,008,172
Reserve	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Contract Aggregate Total	\$1,318,716	\$1,508,172	\$1,508,172	\$1,508,172	\$1,508,172

Meghan Hahn
 Meghan Hahn, Director of Procurement 1/9/2024

Jacqueline Ruiz
 Jacqueline Ruiz, Sr. Management Analyst 1/12/2024

Gregg Gu
 Gregg Gu, Chief Deputy County Counsel 1/5/2024

**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 SAHABA INITIATIVE, INC., a California Non-profit agency, hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

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

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed, prepared 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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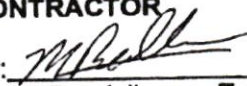
NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 32 and Exhibits A, B, C, and D and Schedule I and/or K, Attachment A, and Attachment F, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: 
Chairperson **CHUCK WASHINGTON**

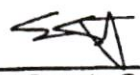
Date: 11/23/24

CONTRACTOR

By: 
Malek Bendelhoum, Executive Director
Sahaba Initiative, Inc.

Date: 12/19/2023

COUNTY COUNSEL:
Approved as to form

By: 
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

JAN 23 2024 3.23

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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 January 1, 2024, and continue in effect through June 30, 2024. The Agreement may thereafter be renewed annually, up to an additional four (4) years, 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

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

- 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.

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:

Training Name	Training Description	Length and Occurrence	Attendance by Function	Attendees and Total	Training Date	Training Presenter
Title	"Overview of ..."	XX hours annually	Direct Services Administration Interpreters	15 20 4 Total: 39	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:

SAHABA INITIATIVE, INC.
1887 BUSINESS CENTER DRIVE
STE., 3A
SAN BERNARDINO, CA 92408

COUNTY:

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

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: SAHABA INITIATIVE, INC.
PROGRAM: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: PENDING

I. PROGRAM DESCRIPTION

Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP) addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention (PEI) services for the Middle Eastern and North African (MENA) community specifically. CMHPP is an education and outreach approach to build relationship with the communities noted above and increase access to mental health services while reducing the stigma associated with mental illness. Community Mental Health Promoters (CMHPs) come from the communities they serve, therefore, they can address access barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system. Furthermore, since they usually provide services in the community when and where it is convenient to community members, they help decrease barriers due to limited resources, lack of transportation, and limited availability. In addition to coming from the communities they serve, CMHPs can be characterized by three Ps: Presence in the community, Persistence, and Patience – this builds trust in the community. Relationship with the community is one of the key factors that distinguish CMHPs from other health workers. CONTRACTOR will provide educational activities within community organizations such as schools, local faith-based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of CMHPP are to establish a collaboration and partnership between the Riverside University Health System–Behavioral Health (RUHS-BH) and key community leaders from target population groups identified, as mental health promoters; promote awareness of mental health topics and resources specifically tailored to these communities; increase access to needed services including PEI programs; and to provide supervision and ongoing training to support the community-based work of the CMHPs and assist them with developing/enhancing their relationship with the community they serve.

CONTRACTOR is to utilize strategic outreach to engage the target population 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.

III. TARGET POPULATION CRITERIA

MENA community throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

The program will be provided in culturally appropriate settings to comprehensively address and incorporate the needs of the population listed in Section III. Activities will be situated in de-stigmatizing locations to increase the likelihood of participants of all ages accessing those

activities, which will include settings where families typically go. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for families.

A. Western Region

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

B. Mid-County Region

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

V. REGULATORY COMPLIANCE

CONTRACTOR shall:

- A. Comply with all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- B. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- C. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.
- D. Maintain at all times appropriate licenses and permits to operate the program(s) pursuant to State laws and local ordinances.

VI. PROGRAM REQUIREMENTS

- A. CONTRACTOR will be trained in the evidence-informed program, CMHPP, and will demonstrate model adherence in the implementation of the practice to meet the goals identified in this contract.
- B. CONTRACTOR will collaborate with RUHS-BH Staff Development Officer (SDO) to provide all CMHPs with (40 hours) of initial training based on the Empowerment Model. After the CMHPs acquire the knowledge and skills they will be encouraged to develop a plan of action on how they will address the priorities of the community (in addition to dissemination of health information and health care access facilitation). The final plan of action must be approved by RUHS-BH.
- C. Service Site(s)
 - a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based

organizations, libraries, schools, and/or community centers that are located within the targeted communities.

- b. The facility must be in compliance with any applicable state and local laws and requirements, including ADA.

VII. ADDITIONAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with RUHS-BH, community organizations, non-profit organizations, social service agencies, and local faith-based organizations to address the needs of the population and meet service delivery requirements.

Suicide Prevention Trainings: Staff who have completed the Training for Trainers (T4T) process in one or more of the following trainings (safeTALK, ASIST, Mental Health First Aid (MHFA) - Youth and/or Adult) will facilitate a minimum of 3 trainings in each model they are a trainer in each fiscal year, adhering to the fidelity of the models. CONTRACTOR will comply with the RUHS-BH Research Data Protocols for the Suicide Prevention trainings safeTALK, ASIST, MHFA - Youth and Adult. Trained trainers in safeTALK, ASIST, and MHFA will attend and participate in the quarterly trainer meetings facilitated by RUHS-BH. CONTRACTOR must support staff adherence to all aforementioned trainer requirements for each staff trained for the full duration of this agreement. Training agreement will be discontinued upon trained staff members' permanent separation from CONTRACTOR.

VIII. STAFF: DESCRIPTIONS, RESPONSIBILITIES, AND QUALIFICATIONS

CONTRACTOR shall ensure that 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 that personnel are competent and qualified to provide the services necessary. Consumer Family Advocates and/or Peer Support Specialists, can be considered as CMHPs, if appropriate.
- C. Ensure the provision of culturally competent services.
- D. Provide administrative, supervisory, and clerical support for the program.
- E. 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).
- F. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
- G. All staff are required to attend the annual 1-day PEI Summit, Mental Health First Aid Training, SafeTalk – Suicide Alertness Training, and any additional RUHS-BH recommended training that would support the delivery of CMHPP.

- H. All staff must attend and satisfactorily complete the initial training(s) for CMHPs, which will be coordinated and funded by RUHS-BH. RUHS-BH will provide CONTRACTOR with electronic and physical CMHPP materials.
- I. All staff are required to attend the quarterly CMHPP Cultural professional development as part of required cultural exchange training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.
- J. Staffing must include a program administrator and support staff responsible for data entry and compiling program evaluations. Ensure that staff have training in and/or experience working with individuals and/or families in the areas of mental health, substance abuse, domestic violence, crisis intervention, and how to utilize community resources, support groups and self-help groups.
- K. Ensure that the following job descriptions are filled:
1. Program Coordinator:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote CMHPP through public relations with various collaborative partners.
 - c. Encourage and support program staff to communicate and work with the RUHS-BH SDO and Social Service Planner regarding training, implementation, outcome measures consultation, challenges, and successes within the program.
 - d. Ensure that CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHP in consultation and collaboration with the RUHS-BH SDO and Social Service Planner.
 - f. Ensure that CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by CMHPs.
 - h. Coordinate activities and the regional implementation of CMHPP activities in each region of the county.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
 - k. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
 - l. Participates in monthly CMHPP leadership meetings coordinated and facilitated by RUHS-BH. These meetings are designed to allow the leaders of all CMHP Programs to collaborate and increase understanding of all identified communities, including barriers and solutions to deliver services in the community.

2. Community Mental Health Promoter:

- a. Facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
- b. Participate in community outreach events to reach out to approximately 667 individuals monthly, per region (totaling approximately 8,004 per year per region) to promote the 1-hour educational presentations utilizing all approved topics within the curriculum throughout the year. Community events also can serve to outreach to community members to encourage and facilitate participation in community activities, self-help groups, and other Prevention and Early Intervention activities.
- c. Maintains positive relationships with local service organizations, churches, and community neighborhood centers.
- d. Attendance at community cultural events and fairs to provide written and verbal information on mental health related topics.
- e. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- f. Assist in monthly collection of data and report preparation.
- g. Participate in weekly consultation with Program Coordinator to review documentation, and other administrative, and clerical support.
- h. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
- i. Participate in the quarterly CMHPP Cultural professional development meetings as part of required cultural competency training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.

IX. SERVICE DELIVERY REQUIREMENTS

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

- A. Provide the services identified herein to the target population.
- B. Services to be provided utilizing CMHPP as described in Section I of this document.
- C. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- D. Comply with Performance Outcome requirements as stated in Section XII Performance Outcomes.

- E. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the populations listed in Section III as well as diversity of the regions:
 - 1. Across age groups;
 - 2. Reflective of the identified communities' general demographics (e.g., gender, sexual orientation,); and
 - 3. Regional representation.
- F. Facilitate and coordinate the provision of the 40-hour initial training that is developed for the CMHPs in collaboration and cooperation with RUHS-BH SDO.
- G. CMHPP will provide to each of the trained CMHPs a training binder, electronic files, as well as a flip chart for each presentation topic in addition to a resource binder.
- H. Provide printed materials for use by the CMHPs and ensure that CMHPs have a current and culturally competent list of local resources.
- I. Ensure that CMHPs facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics. The educational presentations must cover, at a minimum the following topics:
 - 1. Mental Health Basics, Depression, Anxiety, Substance Abuse, Trauma, Suicide Prevention, Schizophrenia, Bipolar Disorder, Self-Care, Grief and Loss.
 - 2. Additional curriculum may be added
 - 3. All presentation topics must be utilized throughout the year in each of the regions.
- J. Additional community activities may include, but are not limited to:
 - 1. Attendance at health fairs to provide written and verbal information on mental health related topics.
 - 2. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities.
 - 3. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- K. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county. These activities will include, but not be limited to, the following:
 - 1. Provide packages of materials for mental health presentations.
 - 2. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location.
 - 3. Identify additional mental health training needs throughout the community.
 - 4. Facilitate 2-hour weekly consultation/supervision for CMHPs. These weekly meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working as well as barriers.

These meetings will allow CMHPs to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.

- L. Coordinate activities and the regional implementation of CMHPP activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- M. Collaborate with RUHS-BH to establish quality improvement and monitoring protocols of the CMHPs activities.
- N. Coordinate and work in partnership with RUHS-BH Cultural Competency Liaison and their associated committee in order to effectively identify areas of the county that are unserved/underserved.
- O. There will be no charge to the program participants.

X. DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all 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 COUNTY/RUHS-BH. These records shall include, but are not limited to:

- A. Documentation of individuals participating in CMHPP. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets and meeting minutes for each expert workgroup/training/support group and contact notes.
- B. Documentation of outreach efforts on a monthly basis, which may include but not be limited to, date, time, location of outreach activities, and number of individuals reached.
- C. Submit monthly verification forms for each CMHP which include the name of the CMHP, the date of service, name, and duration of the event, estimated number of participants, demographic information of participants, list of materials distributed, and the number of contacts per hour for each occurrence.
- D. A monthly log to track individual Staff Time Accounting to include staff name, activity (Program Recruitment, Engagement/Screening, Program), and time allocated to each activity each day service is delivered.
- E. A monthly mileage log to track individual staff mileage associated with the program to include staff name, region, activity (Program Recruitment, Engagement/Screening, Outreach), initial address, destination address, odometer reading (start/end) and time allocated to each activity each day service is delivered. RUHS-BH follows the Internal Revenue Service (IRS) mileage guide. Travel to or from place of residence to or from work location, on a scheduled workday, is not an eligible reimbursement.

- F. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize CONTRACTOR activities and program costs.
- G. Prior to conducting any CMHPs presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder; flip chart; and resource binder.
- H. Original copies of completed outcome measures.
- I. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- J. Other requirements may be determined as the PEI Plan is implemented.
- K. Data entry into the COUNTY Management Information System.

XI. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (Exhibit D), which includes the outcome measures as well as all other documentation requirements. The utilization of the outcome measures and forms are mandatory. The measures are subject to change. Compliance with the timelines for submitting documentation is required. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS-BH throughout the year. 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.

CONTRACTOR shall ensure the following performance outcomes are met, which include, but are not limited to:

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

XII. PERFORMANCE BASED CRITERIA

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 MHSA and PEI plan. These measures assess the CONTRACTOR's ability to provide the required services and to monitor the quality of the services.

1. 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.
2. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the evidence-informed practice.
3. The Performance-Based Criteria are as follows:

GOALS	DATA COLLECTION	FREQUENCY
1. CONTRACTOR will provide one-hour educational presentations covering all required topics to 30 participants per region per month (360/yearly).	CONTRACTOR will submit all required documentation for each person participating in the program.	30 participants per month (360/yearly) will participate in the educational presentations. Data documentation will be submitted each month.
2. CONTRACTOR will provide outreach in target communities to 667 individuals per month per region (8,004/yearly) individuals per month.	CONTRACTOR will submit all required documentation for each person participating in the program.	667 individuals per region (8,004/yearly) will receive mental health related outreach.
3. 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 at pre and post and at any additional intervals as determined by the evidence-informed practice and by RUHS-BH.
4. CONTRACTOR will provide the program in line with the curriculum as approved by RUHS-BH.	Verification of staff training, utilization of program manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

XIII. DISASTER PREPAREDNESS

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

XIV. COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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

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

FEDERAL

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: SAHABA INITIATIVE, INC.
PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM
- CMHPP
DEPARTMENT ID: PENDING

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2023/2024 shall be \$126,772 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

Schedules present (for planning purposes only) budgetary and rate 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, and maximum obligation. Schedule K contains line item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

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 or P, 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.

D. 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.

E. RECONCILIATION:

The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. 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 combined final year-end reconciliation 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.

- The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.
- The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section J. MUTUAL COST RECONCILIATION, for year-end cost reconciliation options.
- The final year-end reconciliation 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. Refer to Section K. COST RECONCILIATION, for year-end cost reconciliation requirements.
- The final year-end and local match reconciliation for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT 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 (DHCS) 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 reconciliation, 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 reconciliation 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 reconciliation 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. In addition, 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.

5. Notwithstanding the provisions stated 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.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. ELMR 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@ruhealth.org. 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 PIF, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure 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.
6. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
7. 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.
8. To ensure 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.

9. 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.
10. 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 COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILIATION:

It is anticipated that DHCS will release a Behavioral Health Information Notice (BH-IN) by July 1, 2023, which outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider. If the BH-IN become effective within the current one-year term of the Agreement, the following optional rate adjustment will apply, if indicated in Section E. If the BH-IN does not become effective within the current one-year term, Section J. is null and void in its entirety, and all CONTRACTORS are subject to the requirements outlined in Section K.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.
 - a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Program Support email inboxes. (CostReport@ruhealth.org; BHProgramSupport@ruhealth.org)
 - b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete Section K. If denied, CONTRACTOR may resubmit justification for further review.

K. COST RECONCILIATION:

If required per Section E., or in accordance with Section J., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY, per each County Reporting Unit, annual cost reconciliation with an accompanying financial statement and applicable supporting documentation to reconcile to cost within Forty-five (45) calendar days.

1. Cost reconciliation documents shall detail the actual cost of services provided. The cost reconciliation shall be provided in the format and on forms provided by the COUNTY.
2. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.
3. Any CONTRACTOR that mutually agrees with the COUNTY or that is required to reconcile cost must send one representative to the COUNTY'S annual cost reconciliation training that covers the preparation of the year-end cost reconciliation documents. 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 cost reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the cost reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain 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.
5. The cost reconciliation 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 the cost reconciliation shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
6. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year cost reconciliation(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
7. 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 reconciliation. 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).

L. **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 properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. 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 XLII., 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.

N. 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.

O. 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 reconciliation. 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date

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

CONTRACT PROVIDER NAME: Sahaba Initiative		FISCAL YEAR:	FY 2023-2024
PROGRAM NAME: Ethnically and Culturally Specific CMHPP		PERFORMANCE PERIOD:	January 1, 2024 - June 30th, 2024
REGION/POPULATION: MENA - MID-COUNTY		MONTHLY REIMBURSEMENT:	
CONTRACT MAXIMUM OBLIGATION (REGION): \$63,361.32		YEAR END SETTLEMENT:	ACTUAL COST
PROGRAM:		REGION DEPT ID # 4100221416.74720.536240 / VENDOR # 250450	
TYPE OF MODALITY:		CONTRACT # / RU:	TAX ID#: 452488503
MODE OF SERVICE:		Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)	
SERVICE FUNCTION:		INDIRECT SERVICE CONTRACT	
		60	
		78	
CATEGORY DESCRIPTIONS			
(PROCEDURE CODES FOR PROVIDER CONNECT ENTRY):			
1. Personnel Expenditures (from Staffing Detail)			
a. Program Coordinator (25%)		TOTAL	OUTREACH
	\$3,656.25	\$4,131.56	\$3,656.25
	\$10,900.00	\$12,317.00	\$16,350.00
	\$3,750.00	\$4,237.50	\$2,125.50
b. Community Mental Health Promoters (1 FTE)			
c. Operations Manager (12.5%)			
Personnel Expenditures		\$2,379.81	\$2,600.81
		\$20,686.06	\$22,607.06
		Total Personnel Expenditures (Program & Outreach)	\$43,293.12
2. Operating Expenditures			
Rent		\$3,900	
Utilities		\$240	
General Office Expenditures		\$180	
Mileage / Transportation		\$390	\$780
Training Materials		\$510	
Promotional Items		\$720	\$1,250
Refreshments		\$1,800	
Participant Gift Cards		\$3,400	
Start-up Costs			
Total Operating Expenditures		\$11,140.00	\$2,030.00
		Total Operating Expenditures (Program & Outreach)	\$13,170.00
		\$31,826.06	\$24,637.06
		\$56,463.12	
3. Indirect Administrative Expenses			
a. Quality Support, Training & Development & Regional Support		\$1,847.69	\$1,601.41
b. Executive, Finance, Human Resources and MIS Network/Helpdesk		\$1,847.69	\$1,601.41
Total Indirect Administrative Expenses		\$3,695.38	\$3,202.82
Total Program Budget		\$35,521.44	\$27,839.88
Total Indirect Administrative Expenses % (Not to Exceed 15%)		Total Budget	\$63,361.32

Time spent in the delivery of the PEI funded program, including staff time in preparation, travel and documentation. Includes time spent in all trainings for staff and personnel.

Time spent recruiting participants and educating potential referral sources of participants for the PEI program. Travel and preparation time is included.

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

CONTRACT PROVIDER NAME: Sahaba Initiative		FISCAL YEAR:	FY 2023-2024
PROGRAM NAME: Ethnically and Culturally Specific CMHPP		PERFORMANCE PERIOD:	January 1, 2024 - June 30th, 2024
REGION/POPULATION: MENA - WESTERN		MONTHLY REIMBURSEMENT:	
CONTRACT MAXIMUM OBLIGATION (REGION): \$63,361.32		YEAR END SETTLEMENT:	ACTUAL COST
PROGRAM:		REGION DEPT ID # 4100221416.74720.536240 / VENDOR # 250450	ACTUAL COST
TYPE OF MODALITY:		CONTRACT # / RU:	
MODE OF SERVICE:		Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)	
SERVICE FUNCTION:		INDIRECT SERVICE CONTRACT	
		60	
		78	
CATEGORY DESCRIPTIONS (PROCEDURE CODES FOR PROVIDER CONNECT ENTRY):		PROGRAM	OUTREACH
		Time spent in the delivery of the PEI funded program, including staff time in preparation, travel and documentation. Includes time spent in all trainings for staff and personnel.	Time spent recruiting participants and educating potential referral sources for the PEI program. Travel and preparation time is included.
1. Personnel Expenditures (from Staffing Detail)		TOTAL	TOTAL
a. Program Coordinator (25%)	\$3,656.25	\$475.31	\$4,131.56
b. Community Mental Health Promoters (1 FTE)	\$10,900.00	\$1,417.00	\$12,317.00
c. Operations Manager (12.5%)	\$3,750.00	\$487.50	\$4,237.50
Personnel Expenditures	\$18,306.25	\$2,379.81	\$20,686.06
		Total Personnel Expenditures (Program & Outreach)	\$22,607.06
2. Operating Expenditures		PROGRAM	OUTREACH
Rent		\$3,900	\$43,299.12
Utilities		\$240	
General Office Expenditures		\$180	
Mileage / Transportation		\$390	\$780
Training Materials		\$510	
Promotional Items		\$720	\$1,250
Refreshments		\$1,800	
Participant Gift Cards		\$3,400	
Start-up Costs			
Total Operating Expenditures		\$11,140.00	\$2,030.00
Total Personnel & Operating Expenditures		Total Operating Expenditures (Program & Outreach)	\$13,170.00
Total Combined Personnel & Operating Expenditures		\$31,826.06	\$24,637.06
3. Indirect Administrative Expenses		\$56,463.12	
a. Quality Support, Training & Development & Regional Support		\$1,847.69	\$1,601.41
b. Executive, Finance, Human Resources and MIS Network/Helpdesk		\$1,847.69	\$1,601.41
Total Indirect Administrative Expenses		\$3,695.38	\$3,202.82
Total Program Budget		\$35,521.44	\$27,839.88
Total Indirect Administrative Expenses % (Not to Exceed 15%)		Total Budget	\$63,361.32



Riverside University Health System – Behavioral Health Contracted Provider

**Attachment A
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sahaba Initiative
Provider Name (Print)

[Signature]
Signature

Matek Bendelhorn/Executive Director
Print Name/Title

12/19/2023
Date

**Attachment B
 DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application b. initial award c. post-award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	10. b. Individuals Performing Services (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes ____ (Number ____) No ____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ **Page** ____ **of** ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment C
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
---------------------------------------	---------------------

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

**COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH**



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.**, a 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 32 and Exhibits A, B, C, and D and Schedule I and/or K, Attachment A, and Attachment F, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: Chuck Washington

Chairperson **CHUCK WASHINGTON**

CONTRACTOR

By: Bill Thomsen

Bill Thomsen, CEO
Riverside-San Bernardino County Indian Health, Inc.

Date: 1/23/24

Date: 11/28/23

Herein

COUNTY COUNSEL:

Approved as to form

By: [Signature]
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: Naomy Li
DEPUTY

JAN 23 2024

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EXHIBIT A

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SCHEDULE I/K

ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide services in the form as 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 January 1, 2024, and continue in effect through June 30, 2024. The Agreement may thereafter be renewed annually, up to an additional four (4) years, 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. CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles/self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have prior written consent of COUNTY Risk Manager before commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to 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 COUNTY 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

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

- 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.

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:

Training Name	Training Description	Length and Occurrence	Attendance by Function	Attendees and Total	Training Date	Training Presenter
Title	*Overview of ...	XX hours annually	Direct Services Administration Interpreters	15 20 4 Total: 39	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:

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

COUNTY:

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

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR: RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
PROGRAM: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: 4100221360-74720-536240

I. PROGRAM DESCRIPTION

The **Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP)** addresses the needs of the culturally diverse community throughout Riverside County. The program, through this contract, offers Prevention and Early Intervention services for the American Indian/Alaskan Native (AI/AN) community specifically. CMHPP is an education and outreach approach to build relationships with the communities noted above and increase access to mental health services while reducing the stigma associated with mental illness. Since Community Mental Health Promoters (CMHPs) come from the communities they serve, they can address access barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system. Furthermore, they usually provide services in the community when and where it is convenient to community members, which helps decrease barriers due to limited resources, lack of transportation, and limited availability. In addition to coming from the communities they serve, CMHPs can be characterized by three Ps: Presence in the community, Persistence, and Patience – this builds trust in the community. Relationships with the community is one of the key factors that distinguish CMHPs from other health workers. CONTRACTOR will provide educational activities within community organizations such as schools, local faith-based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of CMHPP are to establish a collaboration and partnership between Riverside University Health System—Behavioral Health (RUHS-BH) and key community leaders from target population groups identified, as mental health promoters; promote awareness of mental health topics and resources specifically tailored to these communities; increase access to needed services including Prevention and Early Intervention programs; provide supervision and ongoing training to support the community-based work of CMHPs; and assist CMHPs with developing/enhancing relationships with the community.

CONTRACTOR is to utilize strategic outreach to engage the target population 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.

III. TARGET POPULATION CRITERIA

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

IV. GEOGRAPHICAL LOCATION OF SERVICES

The program will be provided in culturally appropriate settings to comprehensively address and incorporate the needs of the population listed in section III. Activities will be situated in de-

stigmatizing locations to increase the likelihood of participants of all ages accessing those activities, which will include settings where families typically go. The setting(s) for service delivery will not be a traditional Mental Health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for families.

A. Western Region

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

B. Mid-County Region

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

C. Desert/Eastern Region

The Desert Region serves areas east of Moreno Valley, including all cities and surrounding unincorporated areas found between Banning/Beaumont and the Arizona state line. Cities include, but are not limited to, Palm Springs, Cathedral City, Desert Hot Springs, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to provide accessibility to as many areas in the Desert Region as possible. All areas within the Desert Region would be eligible for services through CMHPP.

V. REGULATORY COMPLIANCE

CONTRACTOR shall:

- A. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- B. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- C. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH. Maintain at all times appropriate licenses and permits to operate the program(s) pursuant to State laws and local ordinances.

VI. PROGRAM REQUIREMENTS

- A. CONTRACTOR will be trained in the evidence-informed program, CMHPP, and will demonstrate model adherence in the implementation of the practice to meet the goals identified in this contract.
- B. CONTRACTOR will collaborate with RUHS-BH Staff Development Officer (SDO) to provide all CMHPs with (40 hours) of training based on the Empowerment Model.

After the CMHPs acquire the knowledge and skills they will be encouraged to develop a plan of action on how they will address the priorities of the community (in addition to dissemination of health information and health care access facilitation). The final plan of action must be approved by RUHS-BH.

C. Service Site(s)

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based organizations, libraries, schools, and/or community centers that are located within the targeted communities.
- b. The facility must be in compliance with any applicable state and local laws and requirements, including ADA.

VII. ADDITIONAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with RUHS-BH, community organizations, non-profit organizations, social service agencies, and local faith-based organizations to address the needs of the population and meet service delivery requirements.

VIII. STAFF: DESCRIPTIONS, RESPONSIBILITIES, AND QUALIFICATIONS

CONTRACTOR shall ensure that 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 that personnel are competent and qualified to provide the services necessary. Consumer Family Advocates and/or Peer Support Specialists, can be considered as CMHPs, if appropriate.
- C. Ensure the provision of culturally competent services.
- D. Provide administrative, supervisory, and clerical support for the program.
- E. 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).
- F. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP program. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
- G. All staff are required to attend the annual 1-day PEI Summit, Mental Health First Aid Training, SafeTalk – Suicide Alertness Training, and any additional RUHS-BH recommended training that would support the delivery of CMHPP.

- H. All staff must attend and satisfactorily complete the initial training(s) for CMHPs, which will be coordinated and funded by RUHS-BH. RUHS-BH will provide CONTRACTOR with electronic and physical CMHPP materials.
- I. All staff are required to attend the quarterly CMHPP Cultural professional development as part of required cultural exchange training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.
- J. Staffing must include a program administrator and support staff responsible for data entry and compiling program evaluations. Ensure that staff have training in and/or experience working with individuals and/or families in the areas of mental health, substance abuse, domestic violence, crisis intervention, and how to utilize community resources, support groups and self-help groups.
- K. Ensure that the following job descriptions are filled:
1. Program Coordinator:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote CMHPP through public relations with various collaborative partners.
 - c. Encourage and support program staff to communicate and work with the RUHS-BH SDO and Social Service Planner regarding training, implementation, outcome measures consultation, challenges, and successes within the program.
 - d. Ensure that CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHP in consultation and collaboration with the RUHS-BH SDO and Social Service Planner.
 - f. Ensure that CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by CMHPs.
 - h. Coordinate activities and the regional implementation of CMHPP activities in each region of the county.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
 - k. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
 - l. Participates in monthly CMHPP leadership meetings coordinated and facilitated by RUHS-BH. These meetings are designed to allow the leaders of all CMHP Programs to collaborate and increase understanding of all identified communities, including barriers and solutions to deliver services in the community.

2. Community Mental Health Promoter:

- a. Facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
- b. Participate in community outreach events to reach out to approximately 667 individuals monthly, per region (totaling approximately 8,004 per year per region) to promote the 1-hour educational presentations utilizing all approved topics within the curriculum throughout the year. Community events also can serve to outreach to community members to encourage and facilitate participation in community activities, self-help groups, and other Prevention and Early Intervention activities.
- c. Maintains positive relationships with local service organizations, churches, and community neighborhood centers.
- d. Attendance at community cultural events and fairs to provide written and verbal information on mental health related topics.
- e. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- f. Assist in monthly collection of data and report preparation.
- g. Participate in weekly consultation with Program Coordinator to review documentation, and other administrative, and clerical support.
- h. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
- i. Participate in the quarterly CMHPP Cultural professional development meetings as part of required cultural competency training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.

IX. SERVICE DELIVERY REQUIREMENTS

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

- A. Provide the services identified herein to the target population.
- B. Services to be provided utilizing CMHPP as described in Section I of this document.
- C. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- D. Comply with Performance Outcome requirements as stated in Section XII Performance Outcomes.
- E. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the populations listed in Section III as well as diversity of the regions:

1. Across Age groups;
 2. Reflective of the identified communities' general demographics (e.g., gender, sexual orientation,); and
 3. Regional representation.
- F. Facilitate and coordinate the provision of the initial 40-hour training that is developed for the CMHPs in collaboration and cooperation with RUHS-BH SDO.
- G. CMHPP will provide to each of the trained CMHPs a training binder, electronic files, as well as a flip chart for each presentation topic in addition to a resource binder.
- H. Provide printed materials for use by the CMHPs and ensure that CMHPs have a current and culturally competent list of local resources.
- I. Ensure that CMHPs facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics. The educational presentations must cover, at a minimum the following topics:
1. Mental Health Basics, Depression, Anxiety, Substance Abuse, Trauma, Suicide Prevention, Schizophrenia, Bipolar Disorder, Self-Care, Grief and Loss.
 2. Additional curriculum may be added
 3. All presentation topics must be utilized throughout the year in each of the regions.
- J. Additional community activities may include, but are not limited to:
1. Attendance at health fairs to provide written and verbal information on mental health related topics.
 2. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities.
 3. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- K. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county. These activities will include, but not be limited to, the following:
1. Provide packages of materials for mental health presentations.
 2. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location.
 3. Identify additional mental health training needs throughout the community.
 4. Facilitate 2-hour weekly consultation/supervision for CMHPs. These weekly meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working as well as barriers. These meetings will allow CMHPs to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.

- L. Coordinate activities and the regional implementation of CMHPP activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- M. Collaborate with RUHS-BH to establish Quality Improvement and Monitoring protocols of the CMHPs Mental Health Activities.
- N. Coordinate and work in partnership with RUHS-BH Cultural Competency Liaison and their associated committee in order to effectively identify areas of the county that are unserved/underserved.
- O. There will be no charge to the program participants.

X. DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all services provided through the contract. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and Riverside County/RUHS-BH. These records shall include, but are not limited to:

- A. Documentation of individuals participating in the CMHPP. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets and meeting minutes for each expert workgroup/training/support group and contact notes.
- B. Documentation of outreach efforts on a monthly basis, which may include but not be limited to, date, time, location of outreach activities, and number of individuals reached.
- C. Submit monthly verification forms for each CMHP which include the name of the CMHP, the date of service, name, and duration of the event, estimated number of participants, demographic information of participants, list of materials distributed, and the number of contacts per hour for each occurrence.
- D. A monthly log to track individual Staff Time Accounting to include staff name, activity (Program Recruitment, Engagement/Screening, Program), and time allocated to each activity each day service is delivered.
- E. A monthly mileage log to track individual Staff mileage associated with the program to include staff name, region, activity (Program Recruitment, Engagement/Screening, Outreach), initial address, destination address, odometer reading (start/end) and time allocated to each activity each day service is delivered. RUHS-BH follows the Internal Revenue Service (IRS) mileage guide. Travel to or from place of residence to or from work location, on a scheduled workday, is not an eligible reimbursement.
- F. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities and program costs.

- G. Prior to conducting any CMHPs presentations, vendor shall provide RUHS-BH with a master copy of the training binder; flip chart; and resource binder.
- H. Original copies of completed outcome measures.
- I. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- J. Other requirements may be determined as the PEI Plan is implemented.
- K. Data entry into the County Management Information System.

XI. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (Exhibit D), which includes the outcome measures as well as all other documentation requirements. The utilization of the outcome measures and forms are mandatory. The measures are subject to change. Compliance with the timelines for submitting documentation is required. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS - BH throughout the year. 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.

CONTRACTOR shall ensure the following performance outcomes are met, which include, but are not limited to:

A. Goals, Outcome Measurement Tools, and Outcome Expectations

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

XII. PERFORMANCE BASED CRITERIA

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 MHPA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

1. 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.

2. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the evidence-informed practice.
3. The Performance-Based Criteria are as follows:

GOALS	DATA COLLECTION	FREQUENCY
1. CONTRACTOR will provide one-hour educational presentations covering all required topics to 30 participants per region per month (360/yearly).	CONTRACTOR will submit all required documentation for each person participating in the program.	30 participants per month (360/yearly) will participate in the educational presentations. Data documentation will be submitted each month.
2. CONTRACTOR will provide outreach in target communities to 667 individuals per region per month (8,004/yearly).	CONTRACTOR will submit all required documentation for each person participating in the program.	667 individuals per region (8,004/yearly) will receive mental health related outreach.
3. 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 at pre and post and at any additional intervals as determined by the evidence-informed practice and by RUHS-BH.
4. CONTRACTOR will provide the program in line with the curriculum as approved by RUHS-BH.	Verification of staff training, utilization of program manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

XIII. DISASTER PREPAREDNESS

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

XIV. COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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

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

FEDERAL

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: RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM
- CMHPP
DEPARTMENT ID: 4100221360-74720-536240

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2023/2024 shall be \$174,336 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

Schedules present (for planning purposes only) budgetary and rate 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, and maximum obligation. Schedule K contains line item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

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 or P, 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.

D. 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.

E. RECONCILIATION:

The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. 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 combined final year-end reconciliation 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.

- The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.
- The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section J. MUTUAL COST RECONCILIATION, for year-end cost reconciliation options.
- The final year-end reconciliation 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. Refer to Section K. COST RECONCILIATION, for year-end cost reconciliation requirements.
- The final year-end and local match reconciliation for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT 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 (DHCS) 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 reconciliation, 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 reconciliation 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 reconciliation 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. In addition, 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.

5. Notwithstanding the provisions stated 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.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. ELMR 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@ruhealth.org. 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 PIF, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure 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.
6. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
7. 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.
8. To ensure 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.

9. 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.
10. 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 COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILIATION:

It is anticipated that DHCS will release a Behavioral Health Information Notice (BH-IN) by July 1, 2023, which outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider. If the BH-IN become effective within the current one-year term of the Agreement, the following optional rate adjustment will apply, if indicated in Section E. If the BH-IN does not become effective within the current one-year term, Section J. is null and void in its entirety, and all CONTRACTORS are subject to the requirements outlined in Section K.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.
 - a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Program Support email inboxes. (CostReport@ruhealth.org; BHProgramSupport@ruhealth.org)
 - b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete Section K. If denied, CONTRACTOR may resubmit justification for further review.

K. COST RECONCILIATION:

If required per Section E., or in accordance with Section J., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY, per each County Reporting Unit, annual cost reconciliation with an accompanying financial statement and applicable supporting documentation to reconcile to cost within Forty-five (45) calendar days.

1. Cost reconciliation documents shall detail the actual cost of services provided. The cost reconciliation shall be provided in the format and on forms provided by the COUNTY.
2. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.
3. Any CONTRACTOR that mutually agrees with the COUNTY or that is required to reconcile cost must send one representative to the COUNTY'S annual cost reconciliation training that covers the preparation of the year-end cost reconciliation documents. 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 cost reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the cost reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain 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.
5. The cost reconciliation 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 the cost reconciliation shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
6. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year cost reconciliation(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
7. 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 reconciliation. 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).

L. 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 properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. 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 XLII., 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.

N. 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.

O. 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 reconciliation. 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date

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

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC. FISCAL YEAR: 2023/2024

PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM PERFORMANCE PERIOD: JANUARY 1, 2024 - JUNE 30, 2024

DEPT ID/REGION: 4100221360, 74720, 536240 / MIUSA PEI - WESTERN REGION MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING

CONTRACT MAXIMUM OBLIGATION: \$58,112 YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

MODALITY: INDIRECT SVC

MODE OF SERVICE: 60

SERVICE FUNCTION: 78

CATEGORY DESCRIPTION: PROGRAM

1. Personnel Expenditures (from Staffing Detail)	Salaries	Benefits	S&B	OUTREACH			TOTAL SALARIES/BENEFITS		
				Salaries	Benefits	S&B	TTL S	TTL B	TTL S & B
a. Program Coordinator	\$2,167	\$650	\$2,817	\$6,500	\$1,950	\$8,450	\$8,667	\$2,600	\$11,267
b. Community Mental Health Promoter	\$6,474	\$1,482	\$7,956	\$14,820	\$4,446	\$19,266	\$21,294	\$5,928	\$27,222
c. Office Assistant	\$1,300	\$468	\$1,768	\$3,900	\$1,170	\$5,070	\$5,200	\$1,638	\$6,838
Total Personnel Expenditures	\$9,941	\$2,600	\$12,541	\$25,220	\$7,566	\$32,786	\$35,161	\$10,166	\$45,327

2. Operating Expenditures					
a. Incentives		\$300		\$300	\$600
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)		\$1,900		\$1,676	\$3,576
c. Mileage, Transportation		\$1,200		\$1,509	\$2,709
d. Training Materials (manuals, printing etc)		\$700		\$300	\$1,000
e. Other Operating Expenses		\$0		\$0	\$0
Total Operating Expenditures		\$4,100		\$3,785	\$7,885

3. Indirect Administrative Expenses (not to exceed 15%)					
a. Administrative Cost		\$1,800		\$3,100	\$4,900
		\$1,800		\$3,100	\$4,900
			11%		
TOTAL CONTRACT MAXIMUM OBLIGATION		\$18,441		\$39,671	\$58,112

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

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC.		FISCAL YEAR: 2023/2024				
PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM		PERFORMANCE PERIOD: JANUARY 1, 2024 - JUNE 30, 2024				
DEPT ID/REGION: 4100221360.74720.536240 / MHSA PE - MIDCOUNTRY REGION		MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING				
CONTRACT MAXIMUM OBLIGATION: \$58,112		YEAR END SETTLEMENT: ACTUAL COST/COST REPORT				
MODALITY:		INDIRECT SVC				
MODE OF SERVICE:		60				
SERVICE FUNCTION:		78				
CATEGORY DESCRIPTION		PROGRAM				
1. Personnel Expenditures (from Staffing Detail)		OUTREACH				
			TOTAL SALARIES/BENEFITS			
a. Program Coordinator	\$2,167	\$6,500	\$8,450	\$8,667	\$2,600	\$11,267
b. Community Mental Health Promoter	\$6,474	\$7,956	\$14,820	\$4,446	\$19,266	\$27,222
c. Office Assistant	\$1,300	\$468	\$3,900	\$1,170	\$5,070	\$6,838
	\$9,941	\$12,941	\$25,220	\$7,566	\$32,786	\$45,327
Z. Operating Expenditures						\$600
a. Incentives		\$300		\$300		\$3,576
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)		\$1,900		\$1,676		\$2,709
c. Mileage, Transportation		\$1,200		\$1,509		\$1,000
d. Training Materials (manuals, printing etc)		\$700		\$300		\$0
e. Other Operating Expenses		\$0		\$0		\$7,885
		\$4,100		\$3,785		\$53,212
Total Personnel & Operating Expenditures			\$16,641		\$36,571	
3. Indirect Administrative Expenses (not to exceed 15%)						
a. Administrative Cost		\$1,800		\$3,100		\$4,900
		\$1,800		\$3,100		\$4,900
			11%		8%	9%
TOTAL CONTRACT MAXIMUM OBLIGATION			\$18,441		\$39,671	\$58,112

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

CONTRACT PROVIDER NAME: RIVERSIDE/SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

FISCAL YEAR: 2023/2024

PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM

PERFORMANCE PERIOD: JANUARY 1, 2024 - JUNE 30, 2024

DEPT ID/REGION: 4100221360.74720.536240 / MH5A PEI - WESTERN REGION

MONTHLY REIMBURSEMENT: ACTUAL COST INVOICING

CONTRACT MAXIMUM OBLIGATION: \$58,112

YEAR END SETTLEMENT: ACTUAL COST/COST REPORT

MODALITY: INDIRECT SVC

MODE OF SERVICE: 60

SERVICE FUNCTION: 78

CATEGORY DESCRIPTION	PROGRAM			OUTREACH			TOTAL SALARIES/BENEFITS		
	Salaries	Benefits	SAB	Salaries	Benefits	SAB	TTL S	TTL B	TTL S & B
1. Personnel Expenditures (from Staffing Detail)									
a. Program Coordinator	\$2,167	\$650	\$2,817	\$6,500	\$1,950	\$8,450	\$8,667	\$2,600	\$11,267
b. Community Mental Health Promoter	\$6,474	\$1,482	\$7,956	\$14,820	\$4,446	\$19,266	\$21,294	\$5,928	\$27,222
c. Office Assistant	\$1,300	\$468	\$1,768	\$3,900	\$1,170	\$5,070	\$5,200	\$1,638	\$6,838
Total Personnel Expenditures	\$9,941	\$2,600	\$12,541	\$25,220	\$7,566	\$32,786	\$35,161	\$10,166	\$45,327
2. Operating Expenditures									
a. Incentives			\$300			\$300			\$600
b. General Office Expenditures (supplies, equipment lease/maintenance, etc.)			\$1,900			\$1,676			\$3,576
c. Mileage, Transportation			\$1,200			\$1,509			\$2,709
d. Training Materials (manuals, printing etc)			\$700			\$300			\$1,000
e. Other Operating Expenses			\$0			\$0			\$0
Total Operating Expenditures			\$4,100			\$3,785			\$7,885
Total Personnel & Operating Expenditures			\$16,641			\$36,571			\$53,212
3. Indirect Administrative Expenses (not to exceed 15%)									
a. Administrative Cost			\$1,800			\$3,100			\$4,900
Total Indirect Administrative Expenses			\$1,800			\$3,100			\$4,900
<i>Projection of 15% Limit</i>			11%			8%			9%
TOTAL CONTRACT MAXIMUM OBLIGATION			\$18,441			\$39,671			\$58,112



Riverside University Health System – Behavioral Health Contracted Provider

**Attachment A
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bill Thomson
Provider Name (Print)

[Signature]
Signature

Bill Thomson, CEO
Print Name/Title

11/28/23
Date

Attachment B
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	10. b. Individuals Performing Services (including address if different from No. 10.a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes ____ (Number ____) No ____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ **Page** ____ **of** ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action [item 1]. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment C
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
---------------------------------------	---------------------

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)

Attachment C
Page 5 of 5

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

**COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH**



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **SPECIAL SERVICE FOR GROUPS, INC.**, a California Non-profit agency hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

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

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed, prepared 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 32 and Exhibits A, B, C, and D and Schedule I and/or K, Attachment A, and Attachment F, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: 
Chairperson ~~CHUCK WASHINGTON~~

Date: 1/23/24

CONTRACTOR

By: 
Herbert Hatanaka, Executive Director
Social Service for Groups, Inc.

Date: 12-19-2023

COUNTY COUNSEL:

Approved as to form

By: 
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

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EXHIBIT A

EXHIBIT B

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 January 1, 2024, and continue in effect through June 30, 2024. The Agreement may thereafter be renewed annually, up to an additional four (4) years, 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

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

- 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.

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 (NPDES), 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:

Training Name	Training Description	Length and Occurrence	Attendance by Function	Attendees and Total	Training Date	Training Presenter
Title	"Overview of ..."	XX hours annually	Direct Services Administration Interpreters	15 20 4 Total: 39	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:
SPECIAL SERVICE FOR
GROUPS, INC.
905 E. 8TH STREET
LOS ANGELES, CA 90021

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

EXHIBIT A
SCOPE OF SERVICE

CONTRACTOR: SPECIAL SERVICE FOR GROUPS, INC.
PROGRAM: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM - CMHPP
DEPARTMENT ID: 4100221358-74720-536240

I. PROGRAM DESCRIPTION

Ethnically and Culturally Specific Community Mental Health Promotion Program (CMHPP) addresses the needs of the culturally diverse community throughout Riverside County. The program through this contract, offers Prevention and Early Intervention (PEI) services for the Asian American and Pacific Islander (AAPI) community specifically. CMHPP is an education and outreach approach to build relationship with the communities noted above and increase access to mental health services while reducing the stigma associated with mental illness. Community Mental Health Promoters (CMHPs) come from the communities they serve, therefore, they can address access barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system. Furthermore, since they usually provide services in the community when and where it is convenient to community members, they help decrease barriers due to limited resources, lack of transportation, and limited availability. In addition to coming from the communities they serve, CMHPs can be characterized by three Ps: Presence in the community, Persistence, and Patience – this builds trust in the community. Relationship with the community is one of the key factors that distinguish CMHPs from other health workers. CONTRACTOR will provide educational activities within community organizations such as schools, local faith-based organizations, community centers, and other natural settings that are non-threatening/non-stigmatizing locations for participants.

II. PROGRAM GOALS

The goals of CMHPP are to establish a collaboration and partnership between the Riverside University Health System–Behavioral Health (RUHS-BH) and key community leaders from target population groups identified, as mental health promoters; promote awareness of mental health topics and resources specifically tailored to these communities; increase access to needed services including PEI programs; and to provide supervision and ongoing training to support the community-based work of the CMHPs and assist them with developing/enhancing their relationship with the community they serve.

CONTRACTOR is to utilize strategic outreach to engage the target population 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.

III. TARGET POPULATION CRITERIA

AAPI community throughout the identified regions of Riverside County.

IV. GEOGRAPHICAL LOCATION OF SERVICES

The program will be provided in culturally appropriate settings to comprehensively address and incorporate the needs of the population listed in Section III. Activities will be situated in de-stigmatizing locations to increase the likelihood of participants of all ages accessing those

activities, which will include settings where families typically go. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for families.

A. Western Region

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

B. Mid-County Region

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible. All areas within the Mid-County Region would be eligible for services through CMHPP. In response to the AAPI community needs in the Desert region, SSG will conduct some outreach efforts, CMHP workshops and provide virtual presentations for that region, which will count towards their Mid-County deliverables.

V. REGULATORY COMPLIANCE

CONTRACTOR shall:

- A. Comply with all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- B. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- C. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH. Maintain at all times appropriate licenses and permits to operate the program(s) pursuant to State laws and local ordinances.

VI. PROGRAM REQUIREMENTS

- A. CONTRACTOR will be trained in the evidence-informed program, CMHPP, and will demonstrate model adherence in the implementation of the practice to meet the goals identified in this contract.
- B. CONTRACTOR will collaborate with RUHS-BH Staff Development Officer (SDO) to provide all CMHPs with (40 hours) of training based on the Empowerment Model. After the CMHPs acquire the knowledge and skills they will be encouraged to develop a plan of action on how they will address the priorities of the community (in addition to dissemination of health information and health care access facilitation). The final plan of action must be approved by RUHS-BH.

C. Service Site(s)

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based organizations, libraries, schools, and/or community centers that are located within the targeted communities.
- b. The facility must be in compliance with any applicable state and local laws and requirements, including ADA.

VII. ADDITIONAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with RUHS-BH, community organizations, non-profit organizations, social service agencies, and local faith-based organizations to address the needs of the population and meet service delivery requirements.

Suicide Prevention Trainings: Staff who have completed the Training for Trainers (T4T) process in one or more of the following trainings (safeTALK, ASIST, Mental Health First Aid (MHFA) - Youth and/or Adult) will facilitate a minimum of 3 trainings in each model they are a trainer in each fiscal year, adhering to the fidelity of the models. To cater to the linguistic needs of their community, CONTRACTOR will facilitate 2 safeTalk trainings and 1 Know The Signs training in Korean. CONTRACTOR will comply with the RUHS-BH Research Data Protocols for the Suicide Prevention trainings safeTALK, ASIST, MHFA - Youth and Adult. Trained trainers in safeTALK, ASIST, and MHFA will attend and participate in the quarterly trainer meetings facilitated by RUHS-BH. CONTRACTOR must support staff adherence to all aforementioned trainer requirements for each staff trained for the full duration of this agreement. Training agreement will be discontinued upon trained staff members' permanent separation from CONTRACTOR.

VIII. STAFF: DESCRIPTIONS, RESPONSIBILITIES, AND QUALIFICATIONS

CONTRACTOR shall ensure that 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 that personnel are competent and qualified to provide the services necessary. Consumer Family Advocates and/or Peer Support Specialists, can be considered as CMHPs, if appropriate.
- C. Ensure the provision of culturally competent services.
- D. Provide administrative, supervisory, and clerical support for the program.
- E. 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).
- F. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP program. These meetings are designed to assist in model

adherence and to assist in addressing any potential barriers to the implementation of the curriculum.

- G. All staff are required to attend the annual 1-day PEI Summit, Mental Health First Aid Training, SafeTalk – Suicide Alertness Training, and any additional RUHS-BH recommended training that would support the delivery of CMHPP.
- H. All staff must attend and satisfactorily complete the initial training(s) for CMHPs, which will be coordinated and funded by RUHS-BH. RUHS-BH will provide CONTRACTOR with electronic and physical CMHPP materials.
- I. All staff are required to attend the quarterly CMHPP Cultural professional development as part of required cultural exchange training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.
- J. Staffing must include a program administrator and support staff responsible for data entry and compiling program evaluations. Ensure that staff have training in and/or experience working with individuals and/or families in the areas of mental health, substance abuse, domestic violence, crisis intervention, and how to utilize community resources, support groups and self-help groups.
- K. Ensure that the following job descriptions are filled:
 - 1. Program Coordinator:
 - a. Provide overall coordination and oversight for the CMHPP.
 - b. Promote CMHPP through public relations with various collaborative partners.
 - c. Encourage and support program staff to communicate and work with the RUHS-BH SDO and Social Service Planner regarding training, implementation, outcome measures consultation, challenges, and successes within the program.
 - d. Ensure that CMHPP operates within budgetary guidelines.
 - e. Facilitate and coordinate the provision of the 40-hour training that is developed for the CMHP in consultation and collaboration with the RUHS-BH SDO and Social Service Planner.
 - f. Ensure that CMHPs have a current and culturally competent list of local resources.
 - g. Provide printed materials for use by CMHPs.
 - h. Coordinate activities and the regional implementation of CMHPP activities in each region of the county.
 - i. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county.
 - j. Ensure outcome measures and documentation are completed and submitted to RUHS-BH on a monthly basis.
 - k. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of the CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.

1. Participates in monthly CMHPP leadership meetings coordinated and facilitated by RUHS-BH. These meetings are designed to allow the leaders of all CMHP Programs to collaborate and increase understanding of all identified communities, including barriers and solutions to deliver services in the community.
2. Community Mental Health Promoter:
 - a. Facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.
 - b. Participate in community outreach events to reach out to approximately 667 individuals monthly, per region (totaling approximately 8,004 per year per region)) to promote the 1-hour educational presentations utilizing all approved topics within the curriculum throughout the year. Community events also can serve to outreach to community members to encourage and facilitate participation in community activities, self-help groups, and other Prevention and Early Intervention activities.
 - c. Maintains positive relationships with local service organizations, churches, and community neighborhood centers.
 - d. Attendance at community cultural events and fairs to provide written and verbal information on mental health related topics.
 - e. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
 - f. Assist in monthly collection of data and report preparation.
 - g. Participate in weekly consultation with Program Coordinator to review documentation, and other administrative, and clerical support.
 - h. Participate in monthly meetings coordinated and facilitated by RUHS-BH related to the implementation of CMHPP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to the implementation of the curriculum.
 - i. Participate in the quarterly CMHPP Cultural professional development meetings as part of required cultural competency training. These meetings are designed to expand the understanding of the various communities served by the CMHP programs in Riverside County and their intersectionality.

IX. SERVICE DELIVERY REQUIREMENTS

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

- A. Provide the services identified herein to the target population.
- B. Services to be provided utilizing CMHPP as described in Section I of this document.
- C. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- D. Comply with Performance Outcome requirements as stated in Section XII Performance Outcomes.

- E. Establish a consistent process of recruitment and selection of CMHPs to ensure broad representation of the diversity within the populations listed in Section III as well as diversity of the regions:
 - 1. Across age groups;
 - 2. Reflective of the identified communities' general demographics (e.g., gender, sexual orientation,); and
 - 3. Regional representation.
- F. Facilitate and coordinate the provision of the 40-hour initial training that is developed for the CMHPs in collaboration and cooperation with RUHS-BH SDO.
- G. CMHPP will provide to each of the trained CMHPs a training binder, electronic files, as well as a flip chart for each presentation topic in addition to a resource binder.
- H. Provide printed materials for use by the CMHPs and ensure that CMHPs have a current and culturally competent list of local resources.
- I. Ensure that CMHPs facilitate the approved educational presentations to approximately 30 individuals per month, per region (totaling approximately 360 per year per region). Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics. The educational presentations must cover, at a minimum the following topics:
 - 1. Mental Health Basics, Depression, Anxiety, Substance Abuse, Trauma, Suicide Prevention, Schizophrenia, Bipolar Disorder, Self-Care, Grief and Loss.
 - 2. Additional curriculum may be added
 - 3. All presentation topics must be utilized throughout the year in each of the regions.
- J. Additional community activities may include, but are not limited to:
 - 1. Attendance at health fairs to provide written and verbal information on mental health related topics.
 - 2. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities.
 - 3. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
- K. Provide administrative, supervisory, and clerical support for CMHPP activities in each region of the county. These activities will include, but not be limited to, the following:
 - 1. Provide packages of materials for mental health presentations.
 - 2. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location.
 - 3. Identify additional mental health training needs throughout the community.
 - 4. Facilitate 2-hour weekly consultation/supervision for CMHPs. These weekly meetings are designed to provide support for the CMHPs and allow for discussion regarding community issues and sharing what is working as well as barriers.

These meetings will allow CMHPs to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy.

- L. Coordinate activities and the regional implementation of CMHPP activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the CMHPs and participants abide by the policies of the venue.
- M. Collaborate with RUHS-BH to establish quality improvement and monitoring protocols of the CMHPs activities.
- N. Coordinate and work in partnership with RUHS-BH Cultural Competency Liaison and their associated committee in order to effectively identify areas of the county that are unserved/underserved.
- O. There will be no charge to the program participants.

X. DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all 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 COUNTY/RUHS-BH. These records shall include, but are not limited to:

- A. Documentation of individuals participating in CMHPP. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets and meeting minutes for each expert workgroup/training/support group and contact notes.
- B. Documentation of outreach efforts on a monthly basis, which may include but not be limited to, date, time, location of outreach activities, and number of individuals reached.
- C. Submit monthly verification forms for each CMHP which include the name of the CMHP, the date of service, name, and duration of the event, estimated number of participants, demographic information of participants, list of materials distributed, and the number of contacts per hour for each occurrence.
- D. A monthly log to track individual Staff Time Accounting to include staff name, activity (Program Recruitment, Engagement/Screening, Program), and time allocated to each activity each day service is delivered.
- E. A monthly mileage log to track individual staff mileage associated with the program to include staff name, region, activity (Program Recruitment, Engagement/Screening, Outreach), initial address, destination address, odometer reading (start/end) and time allocated to each activity each day service is delivered. RUHS-BH follows the Internal Revenue Service (IRS) mileage guide. Travel to or from place of residence to or from work location, on a scheduled workday, is not an eligible reimbursement.

- F. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities and program costs.
- G. Prior to conducting any CMHPs presentations, CONTRACTOR shall provide RUHS-BH with a master copy of the training binder; flip chart; and resource binder.
- H. Original copies of completed outcome measures.
- I. All records maintained by the CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
- J. Other requirements may be determined as the PEI Plan is implemented.
- K. Data entry into the COUNTY Management Information System.

XI. PERFORMANCE OUTCOMES

CONTRACTOR will receive the RUHS-BH Research Protocol (Exhibit D), which includes the outcome measures as well as all other documentation requirements. The utilization of the outcome measures and forms are mandatory. The measures are subject to change. Compliance with the timelines for submitting documentation is required. Future funding will be dependent upon positive performance outcomes, which will be monitored by RUHS - BH throughout the year. 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.

CONTRACTOR shall ensure the following performance outcomes are met, which include, but are not limited to:

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

XII. PERFORMANCE BASED CRITERIA

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 MHSA and PEI plan. These measures assess the CONTRACTOR's ability to provide the required services and to monitor the quality of the services.

1. 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.
2. CONTRACTOR's staff will participate in monthly meetings coordinated and facilitated by RUHS-BH related to implementation of CMHPP. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the evidence-informed practice.
3. The Performance-Based Criteria are as follows:

GOALS	DATA COLLECTION	FREQUENCY
1. CONTRACTOR will provide one-hour educational presentations covering all required topics to 30 participants per region per month (360/yearly).	CONTRACTOR will submit all required documentation for each person participating in the program.	30 participants per month (360/yearly) will participate in the educational presentations. Data documentation will be submitted each month.
2. CONTRACTOR will provide outreach in target communities to 667 individuals per month per region (8,004/yearly) individuals per month.	CONTRACTOR will submit all required documentation for each person participating in the program.	667 individuals per region (8,004/yearly) will receive mental health related outreach.
3. 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 at pre and post and at any additional intervals as determined by the evidence-informed practice and by RUHS-BH.
4. CONTRACTOR will provide the program in line with the curriculum as approved by RUHS-BH.	Verification of staff training, utilization of program manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

XIII. DISASTER PREPAREDNESS

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

XIV. COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: SPECIAL SERVICE FOR GROUPS, INC.
PROGRAM NAME: COMMUNITY MENTAL HEALTH PROMOTION PROGRAM -
CMHPP
DEPARTMENT ID: 4100221358-74720-536240

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2023/2024 shall be \$209,825 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

Schedules present (for planning purposes only) budgetary and rate 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, and maximum obligation. Schedule K contains line item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

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 or P, 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.

D. 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.

E. RECONCILIATION:

The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. 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 combined final year-end reconciliation 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.

- The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.
- The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section J. MUTUAL COST RECONCILIATION, for year-end cost reconciliation options.
- The final year-end reconciliation 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. Refer to Section K. COST RECONCILIATION, for year-end cost reconciliation requirements.
- The final year-end and local match reconciliation for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT 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 (DHCS) 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 reconciliation, 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 reconciliation 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 reconciliation 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. In addition, 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.

5. Notwithstanding the provisions stated 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.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. ELMR 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@ruhealth.org. 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 PIF, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure 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.
6. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
7. 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.
8. To ensure 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.

9. 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.
10. 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 COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILIATION:

It is anticipated that DHCS will release a Behavioral Health Information Notice (BH-IN) by July 1, 2023, which outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider. If the BH-IN become effective within the current one-year term of the Agreement, the following optional rate adjustment will apply, if indicated in Section E. If the BH-IN does not become effective within the current one-year term, Section J. is null and void in its entirety, and all CONTRACTORS are subject to the requirements outlined in Section K.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.
 - a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Program Support email inboxes. (CostReport@ruhealth.org; BHProgramSupport@ruhealth.org)
 - b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete Section K. If denied, CONTRACTOR may resubmit justification for further review.

K. COST RECONCILIATION:

If required per Section E., or in accordance with Section J., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY, per each County Reporting Unit, annual cost reconciliation with an accompanying financial statement and applicable supporting documentation to reconcile to cost within Forty-five (45) calendar days.

1. Cost reconciliation documents shall detail the actual cost of services provided. The cost reconciliation shall be provided in the format and on forms provided by the COUNTY.
2. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.
3. Any CONTRACTOR that mutually agrees with the COUNTY or that is required to reconcile cost must send one representative to the COUNTY'S annual cost reconciliation training that covers the preparation of the year-end cost reconciliation documents. 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 cost reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the cost reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain 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.
5. The cost reconciliation 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 the cost reconciliation shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
6. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year cost reconciliation(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
7. 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 reconciliation. 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).

L. 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 properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. 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 XLII., 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.

N. 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.

O. 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 reconciliation. 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

 Signature of Authorized Provider

 Printed Name of Authorized Provider

 Date

ATTACHMENT B-1: SCHEDULE K BUDGET WORKSHEET
ETHNICALLY AND CULTURALLY SPECIFIC COMMUNITY MENTAL HEALTH PROMOTION PROGRAM (CMHPP)

PLEASE NOTE: A SEPARATE SCHEDULE K BUDGET WORKSHEET MUST BE COMPLETED FOR EACH PROPOSED REGION AND TARGET COMMUNITY

BIDDER'S NAME: Special Service for Groups, Inc	FISCAL YEAR: 23-24
PROGRAM NAME: ETHNICALLY AND CULTURALLY SPECIFIC CMHPP	PERFORMANCE PERIOD: January 1, 2024 - June 30, 2024
PROPOSED REGION: Western Region	PROPOSED TARGET COMMUNITY: Asian American/Pacific Islander
CONTRACT MAXIMUM OBLIGATION: \$104,723	YEAR END SETTLEMENT: ACTUAL COST

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

CATEGORY DESCRIPTION:	PROGRAM Time spent in the delivery of the PEI funded program, including staff time in preparation, travel, and documentation. Includes time spent in all trainings for staff and personnel*.			OUTREACH Time spent recruiting participants and educating potential referral sources for the PEI program. Travel and preparation time is included.		
	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS

1. Personnel Expenditures (from Staffing Detail)						
a. Program Director	\$ 9,582.68	\$ 2,587.32	\$ 12,170.00	\$ -	\$ -	\$ -
b. Program Coordinator	\$ 9,898.43	\$ 2,672.57	\$ 12,571.00	\$ 4,948.82	\$ 1,336.18	\$ 6,285.00
c. Community Mental Health Promoters	\$ 21,787.40	\$ 5,882.60	\$ 27,670.00	\$ 9,802.36	\$ 2,646.64	\$ 12,449.00
d. Administrative Aide	\$ 4,862.20	\$ 1,312.80	\$ 6,175.00	\$ 1,215.18	\$ 328.10	\$ 1,543.28
			\$ -			\$ -
Personnel Expenditures	\$ 46,130.71	\$ 12,455.29	\$ 58,586.00	\$ 15,966.36	\$ 4,310.92	\$ 20,277.28
Total Personnel Expenditures (Program & Outreach)				\$ 15,966.36	\$ 4,310.92	\$ 20,277.28

Z. Operating Expenditures	PROGRAM		OUTREACH	
	SALARIES	BENEFITS	SALARIES	BENEFITS
a. Rent	\$		\$ 1,400.00	\$
b. Data/Fax/phone line	\$		210.00	\$
c. General Office Expenditures (supplies, equipment lease/maintenance, etc.)	\$		1,000.00	\$
d. Mileage / Transportation & Parking	\$		562.50	\$
e. Training/Staff Development (fees, materials, manuals, printing, etc.)	\$		450.00	\$
f. Other Operating Expenses / Cell Phone	\$		536.00	\$
g. Printing and Copy Fee (flyers, brochures, presentation/outreach materials)	\$		600.00	\$
h. Equipment	\$		1,250.00	\$
i. Meeting Expense	\$		1,300.00	\$
j. Support - Child Care	\$		400.00	\$
k. Support - Transportation (bus pass, vouchers)	\$		200.00	\$
l. Honorarium for workshop guest speakers (\$100 x 5 speakers)	\$		500.00	\$
Operating Expenditures	\$	\$	8,408.50	\$
Total Operating Expenditures (Program & Outreach)				\$ 6,734.50

Total Personnel Expenditures & Operating Expenditures	\$ 66,994.50	\$ 27,011.78
Total Combined Personnel Expenditures & Operating Expenditures	\$ 94,006.28	

3. Indirect Administrative Expenses	PROGRAM		OUTREACH	
	SALARIES	BENEFITS	SALARIES	BENEFITS
a. Quality Support, Training & Development & Regional Support				
b. Executive, Finance, Human Resources and MIS Network/Helpdesk	\$		7,637.37	\$
Total Indirect Administrative Expenses	\$	\$	7,637.37	\$ 3,079
Total Program Cost	\$	\$	74,631.87	\$ 30,091.12
Total Indirect Administrative Expenses % (Shall Not Exceed 15% of Total Personnel & Operating Expenditures)			11%	11%

BUDGET WORKSHEET PREPARED BY: Norika Kajiwara

EMAIL ADDRESS: nkajiwara@epctc.org

PHONE #: 213-252-2100

DATE: 8/30/2023

* Staff training will include the following: Forty (40) hours of training based on the Empowerment Model, Eight (8) hour Mental Health First Aid Training, Three (3) hours SafeTALK – Suicide Alertness Training, Annual PEI Summit and Booster Trainings.

ATTACHMENT B-1: SCHEDULE K BUDGET WORKSHEET

PLEASE NOTE: A SEPARATE SCHEDULE K BUDGET WORKSHEET MUST BE COMPLETED FOR EACH PROPOSED REGION AND TARGET COMMUNITY

BIDDER'S NAME: Special Service for Groups, Inc	FISCAL YEAR: 23-24
PROGRAM NAME: ETHNICALLY AND CULTURALLY SPECIFIC CMHPP	PERFORMANCE PERIOD: January 1, 2024 - June 30, 2024
PROPOSED REGION: Mid County	PROPOSED TARGET COMMUNITY: Asian American/Pacific Islander
CONTRACT MAXIMUM OBLIGATION: \$105,102	YEAR END SETTLEMENT: ACTUAL COST

MODALITY:	INDIRECT SERVICES
MODE OF SERVICE:	48
SERVICE FUNCTION:	10/00

CATEGORY DESCRIPTION:	PROGRAM			OUTREACH		
	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS
1. Personnel Expenditures (from Staffing Detail)						
a. Program Director	\$ 9,582.68	\$ 2,587.32	\$ 12,170.00	\$ -	\$ -	\$ -
b. Program Coordinator	\$ 9,898.55	\$ 2,672.61	\$ 12,571.16	\$ 4,948.82	\$ 1,336.18	\$ 6,285.00
c. Community Mental Health Promoters	\$ 20,983.46	\$ 5,665.54	\$ 26,649.00	\$ 10,874.02	\$ 2,935.98	\$ 13,810.00
d. Administrative Aide	\$ 4,862.20	\$ 1,312.80	\$ 6,175.00	\$ 1,216.54	\$ 328.46	\$ 1,545.00
Personnel Expenditures	\$ 45,326.90	\$ 12,238.26	\$ 57,565.16	\$ 17,039.37	\$ 4,600.63	\$ 21,640.00
Total Personnel Expenditures (Program & Outreach)	\$ 57,565.16			\$ 21,640.00		

CATEGORY DESCRIPTION:	PROGRAM			OUTREACH		
	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS
2. Operating Expenditures						
a. Rent	\$		\$ 1,400.00	\$		\$ 1,400.00
b. Data/Fax/phone line	\$		\$ 210.00	\$		\$ 210.00
c. General Office Expenditures (supplies, copier lease/maintenance, etc.)	\$		\$ 1,000.00	\$		\$ 1,000.00
d. Mileage / Transportation/Parking	\$		\$ 562.50	\$		\$ 577.67
e. Training/Staff Development (fees, materials, manuals, printing, etc.)	\$		\$ 450.00	\$		\$ -
f. Other Operating Expenses / Call Phone	\$		\$ 536.00	\$		\$ 520.00
g. Printing and Copy Fee (flyers, brochures, presentation/outreach materials)	\$		\$ 600.00	\$		\$ 600.00
h. Equipment	\$		\$ 1,250.00	\$		\$ 1,250.00
i. Meeting Expense	\$		\$ 1,300.00	\$		\$ 1,176.00
j. Support - Child Care	\$		\$ 400.00	\$		\$ -
k. Support - Transportation (bus pass, vouchers)	\$		\$ 200.00	\$		\$ -
l. Honorarium for workshop guest speakers (\$100 x 5 speakers)	\$		\$ 500.00	\$		\$ -
Operating Expenditures	\$	\$	\$ 8,408.50	\$	\$	\$ 6,733.67
Total Operating Expenditures (Program & Outreach)	\$ 8,408.50			\$ 6,733.67		
Total Personnel Expenditures & Operating Expenditures	\$ 65,973.66			\$ 28,373.67		
Total Expenditures	\$ 94,347.33			\$ 94,347.33		

CATEGORY DESCRIPTION:	PROGRAM			OUTREACH		
	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS	SALARIES	BENEFITS	TOTAL SALARIES & BENEFITS
3. Indirect Administrative Expenses						
a. Quality Support, Training & Development & Regional Support	\$		\$ 7,521.00	\$		\$ 53,235
b. Executive, Finance, Human Resources and MIS Network/Helpdesk	\$		\$ 7,521.00	\$		\$ 3,234.60
Total Indirect Administrative Expenses	\$	\$	\$ 15,042.00	\$	\$	\$ 56,469.60
Total Program Cost	\$	\$	\$ 73,494.66	\$	\$	\$ 31,608.27
Total Indirect Administrative Expenses % (Shall Not Exceed 15% of Total Personnel & Operating Expenditures)	11.40%			11%		

BUDGET WORKSHEET PREPARED BY: No-No Kajwars

EMAIL ADDRESS: nkajwars@spcts.org

PHONE #: 213-252-2100

DATE: 8/30/2023

* Staff training will include the following: Forty (40) hours of training based on the Empowerment Model, Eight (8) hour Mental Health First Aid Training, Three (3) hours SafeTALK – Suicide Alertness Training, Annual PEI Summit and Booster Trainings.

Riverside University Health System – Behavioral Health Contracted Provider

Attachment A
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

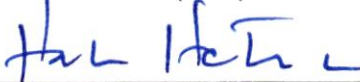
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SPECIAL SERVICE FOR GROUPS, INC.

Provider Name (Print)



Signature

Herbert K. Hatanaka, DSW

Executive Director

Print Name/Title

12-19-2023

Date

SPECIAL SERVICE FOR GROUPS, INC.

Executive Director

Executive Director

Attachment B
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)		
10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (If individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes____ (Number _____) No ____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ____ of ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment C
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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RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
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**SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE
 REVIEW, SUMMARY, AND RECOMMENDATIONS**

Client/Person (Last Name, First Name)	RUHS – BH Client ID
Date of Incident	Time of Incident

Sheriff Investigation Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Requested: _____
Name of Person who requested report: _____	
Coroner Autopsy Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Requested: _____
Name of Person who requested report: _____	
Incident Reviewed By (Name and Job Classification)	
1. _____	3. _____
2. _____	4. _____
Date of Review: _____	Period of Treatment Reviewed: _____

Policy, Procedure, Program Issues Identified	
<input type="checkbox"/> Coordination of Care with PCP	<input type="checkbox"/> Coordination of Care with another service or provider
<input type="checkbox"/> Identification of a Substance Use Disorder	<input type="checkbox"/> Referral to Substance Use or Co-Occurring Disorder Treatment
<input type="checkbox"/> Risk Assessment	<input type="checkbox"/> Follow-up after missed appointment or "No-Show"
<input type="checkbox"/> Monitoring of psychotropic medications	<input type="checkbox"/> Psychotropic Medication Poly-pharmacy
<input type="checkbox"/> Prescribing controlled substance to a known substance abuser	<input type="checkbox"/> Other medication-related issue
<input type="checkbox"/> Delay in getting appt. within reasonable time	<input type="checkbox"/> Case closed without adequate efforts to contact or engage/re-engage client
<input type="checkbox"/> Client lost to follow-up/unable to locate	<input type="checkbox"/> Other Issue(s)

Review Summary/Comments/Findings

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RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
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**SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE
 REVIEW, SUMMARY, AND RECOMMENDATIONS (Continued)**

Does this incident involve a possible professional staff license/certification violation? Yes No

If yes, briefly describe:

Does this incident involve a possible facility licensing violation? Yes No

If yes, briefly describe:

If Yes, has licensing agency been notified? Yes No

Has copy of incident report from licensee to licensing agency been obtained? Yes No
 (If Yes, attach copy of report)

Reviewer(s) concur with supervisor whether Workplace Violence Report provision applies:
 Yes No

If No, action taken by reviewer(s):

Review Recommendations and Corrective Action Plan(s)

Recommendation(s)/Plan(s)	Person Responsible	Proposed Completion Date

Administrator Signature

 Administrator Signature

 Date

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RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
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SECTION D – WITNESS REPORTS (If Applicable)	
1.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
2.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
3.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	

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