

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



**ITEM: 3.55  
(ID # 25189)**

**MEETING DATE:**  
Tuesday, June 25, 2024

**FROM :** RUHS-BEHAVIORAL HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Amendment 1 to Performance Agreement Number 21-10103 and Adopt Resolution #2024-126, All Districts. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Amendment 1 to Performance Agreement Number 21-10103 between the Department of Health Care Services (DHCS) and Riverside University Health System-Behavioral Health (RUHS-BH) for the period of July 1, 2021 through June 30, 2025; and
2. Adopt Resolution #2024-126 authorizing the Behavioral Health Director to sign Amendment 1 to the Agreement, related documents, reports, and future amendments.

**ACTION:**Policy

  
Matthew Chang, Director 5/29/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: June 25, 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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Performance Agreement is required by State Welfare and Institutions Code, Sections 5651 (a), 5847, and Title 9, California Code of Regulations, Section 3310, which sets forth conditions and requirements that the County must adhere to in order to receive Mental Health Services Act (MHSA) funding. DHCS administers the MHSA, Lanterman-Petris-Short Services Block Grant, Crisis Counseling Assistance and Training Program, Projects for Assistance in Transition from Homelessness (PATH), Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG), and Community Mental Health Services Block Grant (MHBG) programs and oversees County provision of community mental health services provided with Realignment Funds.

On December 5, 2017 (#3.28), the Board of Supervisors approved Performance Agreement #17-94544 for the period of July 1, 2017, through June 30, 2018.

On February 11, 2020 (#3.21), the Board of Supervisors approved Performance Agreement #18-95265 for the period of July 1, 2018, through June 30, 2021.

On September 28, 2021 (#3.13), the Board of Supervisors approved Performance Agreement #21-10103 for the period of July 1, 2021, through June 30, 2024.

On May 9, 2024, RUHS-BH received Amendment 1 to the Agreement #21-10103 from DHCS, extending the contract through June 30, 2025. DHCS requires a Board Resolution stating that the Board of Supervisors accepts the Amendment to the agreement and identifies the individual who is authorized to sign the Performance Agreement. RUHS-BH is requesting that the Board authorize the Behavioral Health Director to execute Amendment 1 to the agreement and sign related documents, reports, and future amendments.

**Impact on Citizens and Businesses**

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

**Additional Fiscal Information**

The DHCS Performance Agreement has a zero-dollar amount (\$0) and does not require any County funds for the acceptance of this agreement.

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

ATTACHMENTS:

ATTACHMENT A. RESOLUTION 2024-126

ATTACHMENT B. AMENDMENT 1

  
Aaron Gettis, Chief of Deputy County Counsel 6/4/2024

2  
3 RESOLUTION NO. 2024-126

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE FOR  
5 PURCHASE AGREEMENT NUMBER 21-10103 WITH DEPARTMENT OF HEALTH CARE  
6 SERVICES (DHCS) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH  
7 (RUHS-BH).

8 **BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of Riverside, State  
9 of California, in regular session assembled on June 25, 2024 as follows:

- 10 1. Ratify and Approve Amendment 1 to the Performance Agreement Number 21-10103 between the  
11 Department of Health Care Services (DHCS) and Riverside University Health System-Behavioral  
12 Health (RUHS-BH) for the period of July 1, 2021 through June 30, 2025. All services remain the  
13 same; and  
14 2. Adopt resolution No. 2024-126 authorizing the Behavioral Health Director to sign the Agreement  
15 related documents, reports, and amendments.

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17  
18 **ADOPTED, SIGNED AND APPROVED** this 25 day of June, 2024 by the Board of  
19 Supervisors of the County of Riverside.

20 AYES: \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT \_\_\_\_\_

21  
22   
23 \_\_\_\_\_  
24 Chairperson of the Board of Supervisors  
25 Chuck Washington

26 **ATTEST:**

27 Clerk of the Board of Supervisors  
28 Kimberly A. Rector

**COUNTY COUNSEL:**

Approved as to form

By:   
Deputy

By:   
Deputy County Counsel

2  
3 RESOLUTION NO. 2024-126

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE FOR  
5 PURCHASE AGREEMENT NUMBER 21-10103 WITH DEPARTMENT OF HEALTH CARE  
6 SERVICES (DHCS) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL  
7 HEALTH (RUHS-BH)

8  
9 ROLL CALL:


10  
11 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

12 Nays: None

13 Absent: None

14  
15  
16 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
17 Supervisors on the date therein set forth.

18  
19 KIMBERLY A. RECTOR, Clerk of said Board

20  
21 By:  \_\_\_\_\_  
22 Deputy

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

21-10103

AMENDMENT NUMBER

A1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract end date by 12 (twelve) months for more of the same services. All services remain the same.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4095 County Circle Drive, P.O. Box 7549

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

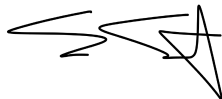
Matthew Chang

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



Eric Stopher, Deputy County Counsel

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER <b>21-10103</b>	AMENDMENT NUMBER <b>A1</b>	Purchasing Authority Number
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

2023 Budget Act - SB 101

**STD 213A Continuation**

- IV. Paragraph 2 (Term Dates) on the face of the original STD 213 is amended to read July 1, 2021 through ~~June 30, 2024~~ **June 30, 2025**. All references to the former contract term of July 1, 2021 through June 30, 2024 in any exhibit incorporated into this agreement are hereinafter deemed to read **July 1, 2021 through June 30, 2025**.
- V. All other terms and conditions shall remain the same.



# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Riverside	95-6000930

By (Authorized Signature)

Printed Name and Title of Person Signing

Matthew Chang, MMM Director

Date Executed	Executed in the County of

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization'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 that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.