

REQUEST FOR PROPOSAL #MHARC-315

MEAD VALLEY WELLNESS VILLAGE

INTERIM HOUSING PROGRAM WITH RECUPERATIVE CARE SERVICES

TERMS AND CONDITIONS DOCUMENT



By:
Melanie Hurst, Procurement Contract Specialist
Purchasing & Fleet Services
Riverside County Innovation Center
3450 14th Street, Suite 420
Riverside, CA 92501
(951) 955-4937
Email: mhurst@rivco.org
NIGP Code(s): 952-06 / 952-05 / 952-62 / 918-03 / 918-63 / 952-49 / 952-78

This RFP is available at the following links:

www.publicpurchase.com and www.purchasing.co.riverside.ca.us

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

TABLE OF CONTENTS

CONTENT	PAGE
INSTRUCTIONS TO BIDDER _____	3
1.0 TIMELINE / IMPORTANT DATES _____	5
2.0 PERIOD OF PERFORMANCE _____	6
3.0 DEFINITIONS _____	6
4.0 EVALUATION PROCESS _____	8
5.0 GENERAL PROPOSAL SUBMITTAL _____	9
6.0 CONFIDENTIALITY AND PROPRIETARY DATA _____	10
7.0 INTERPRETATION OF RFP _____	10
8.0 CONTRACTUAL DEVELOPMENT _____	10
9.0 HIPAA BUSINESS ASSOCIATE ADDENDUM _____	10
10.0 CANCELLATION OR MODIFICATION OF THE PROCUREMENT PROCESS _____	11
11.0 COUNTY OBSERVED HOLIDAYS _____	11
EXHIBIT A – SAMPLE SERVICE AGREEMENT _____	12
EXHIBIT B – HIPAA BUSINESS ASSOCIATE ADDENDUM _____	79

* **PLEASE NOTE:** THE SCOPE OF SERVICE (APPENDIX A) AND BIDDER PROPOSAL RESPONSE (ATTACHMENT A) FOR MHARC-315: MEAD VALLEY WELLNESS VILLAGE INTERIM HOUSING PROGRAM WITH RECUPERATIVE CARE SERVICES HAVE BEEN INCLUDED AS A SEPARATE ATTACHMENT TO THIS RFP AND ARE AVAILABLE FOR REVIEW AT: WWW.PUBLICPURCHASE.COM

INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process; the first step is to register your company on the Public Purchase website to receive notification of County of Riverside bidding opportunities. Once awarded a contract, bidders will be provided with information pertaining to the second step, which will require contractors to register with the County of Riverside to receive purchase orders and payments.
2. **Public Purchase Registration** – Public Purchase is a third-party web-based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free. For future bidding, opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFP's Riverside County's Purchasing website will post a notification on its website and will provide a direct link to PublicPurchase.com.
3. **Format** – Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
4. **Pricing/Delivery/Terms/Tax** – All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
5. **Other Terms and Conditions** – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
6. **Period of Firm Pricing** – Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
7. **Specification/Changes** – Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
8. **Recycled Material** – Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Method of Award** – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
10. **Return of Bid/Closing Date/Return to** – The bidder's response shall be submitted **electronically to www.publicpurchase.com by 1:30 PM Pacific Time on the closing date listed above**. The County will not be responsible for and will not accept late bids due to slow internet connection, technical difficulties using Public Purchase, incomplete transmissions, etc. **Bid responses not uploaded to the Public Purchase website by the closing date and time will not be accepted**. If the Bidder cannot upload their bid, contact the referenced PCS via email two (2) hours before closing for alternative submission options.

11. **Auditing** – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
12. **Waive of Local Preference** – There will be federal funding used for these services. Hence local preference will not apply on this R.F.P. per Federal Code of Regulations, Title 45, Section 92.36, Procurement. “Grantees and sub-grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals.”
13. **Procurement Preference Programs (P3)** – The County of Riverside has implemented a Procurement Preference Programs. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from a Service-Disabled Veteran, Veteran, National Guard and Federal Reserve Veteran, Active Member of the U.S. Armed Forces, National Guard or Federal Reservist - Owned Businesses and for Veteran-Qualified Businesses. The preference program also provides for a 5% match for Local or Small Businesses. A five percent (5%) price preference shall be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non- local or small business vendor, the local or small business vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to match the overall low bidder's price and will receive the award. Businesses are to provide proof of designation as identified in the Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>) and shall submit the required documentation with their bid submittal along with the appropriate affidavit. If the Bidder fails to provide the required documents, the Bidder may be disqualified from obtaining the preference. It is the sole responsibility of the Bidder to provide the required documentation. Application of preferences may be waived if funding sources disallow it. Additional information about the application of preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).
14. **Federal Exclusion List** – if federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their qualification package that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

☒ APPENDIX A	☒ ATTACHMENT(S) A - E	☒ EXHIBIT(S) A & B	☐ PLANS/DRAWINGS
☐ Local Business Qualification Affidavit ☒ Veterans Business Qualification Affidavit ☒ Small Business Qualification Affidavit			

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

☐ #116-200 General Conditions Product/Personal/Professional Services
☐ #116-210 General Conditions Materials and/or Services
☐ #116-230 General Conditions – Equipment
☐ #116-310 Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

1.0 TIMELINE/IMPORTANT DATES*	
TIMELINE	DATES
1.1 RELEASE OF REQUEST FOR PROPOSAL	September 3, 2026
1.2 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at www.publicpurchase.com	Must be received in writing by: September 21, 2026 at 1:30 p.m. Pacific Time at www.publicpurchase.com
1.3 MANDATORY PRE-BID MEETING* * (Bidders <u>must have a representative in attendance</u> at the Pre-Bid Meeting to be eligible to submit a proposal for this RFP. Proposals <u>will not be</u> accepted from organizations that are not represented.) <u>Registration Instructions</u> - This meeting will be held virtually via Microsoft Teams - Bidders <u>must register in advance by September 28, 2026</u> at the link provided below to attend this meeting: RFP #MHARC-315: MVWV Interim Housing Program Pre-Bid Meeting Registration Link - Registration is required to attend the meeting. If you are registering on behalf of other individuals, please be sure to register each person who will be attending the meeting from your organization to ensure they can access the meeting and that their attendance is recorded. - After registering, a confirmation email containing information about joining the meeting will be sent to each person who has registered. (Bidders may also request the link to register by sending an email to: mhurst@rivco.org) RFP documents are available for review and may be downloaded at: www.publicpurchase.com Please be advised these documents will be discussed during the Pre-bid Meeting. If attendees do not have access to the documents, they will also be available for review during the meeting.	October 1, 2026 Time: 11:00 a.m. (Pacific Standard Time)
1.4 DEADLINE FOR PROPOSALS ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY TO THE PUBLIC PURCHASE WEBSITE Bidders shall complete the bid documents for RFP #MHARC-315: Mead Valley Wellness Village Interim Housing Program with Recuperative Care Services and upload them to the Public Purchase website prior to the bid closing date and time at: www.publicpurchase.com	On or before October 29, 2026 Time: <u>1:30 p.m. Pacific Time</u>

TIMELINE (CONTINUED)	DATES
1.5 TENTATIVE DATE FOR AWARDING RFP	Approximately 60 to 120* days after the RFP closes. The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.publicpurchase.com or www.Purchasing.co.riverside.ca.us <i>* Conditional offer of award leading to successful contract negotiation(s) may take several months. No information will be released by County during this time period.</i>

- 1.6 Inquiries/Questions:** All inquiries must be submitted on or before the last day for questions. Please refer to “Section 1.0 Timeline/Dates” for the particular date. **Inquiries must reference the section number and title from the RFP.** Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidders questions will be posted online at www.publicpurchase.com.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP shall be effective upon signature of an Agreement by both parties, with the option to renew, for up to nine (9) additional years, renewable in one-year increments by written amendment, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the County of Riverside to purchase any specified amount of goods or services.

No Obligation to Buy: The issuance of this RFP does not obligate the County to award an agreement or otherwise enter into a contract with any Bidder to this RFP. The release of this RFP does not compel the County to purchase.

3.0 DEFINITIONS

- 3.1 “Addendum”** shall mean an amendment or modification to the RFP (Request for Proposals).
- 3.2 “Adult”** shall mean individuals ages 18-59.
- 3.3 “Behavioral Health”** shall mean the Department that was formerly known as the Riverside County Department of Mental Health. For purposes of this RFP, Riverside University Health System – Behavioral Health, Behavioral Health, RUHS-BH and County are used interchangeably.
- 3.4 “Bid”** shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period. For purposes of this RFP, bid and proposal are used interchangeably.
- 3.5 “Bidder”** shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative. For purposes of this RFP, Bidder and Contractor are used interchangeably.
- 3.6 “BOS”** shall mean the County of Riverside’s Board of Supervisors.

- 3.7 “**Contractor**” refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- 3.8 “**County**” shall mean the County of Riverside and Riverside University Health System – Behavioral Health (RUHS-BH). For purposes of this RFP, County and Riverside University Health System –Behavioral Health are used interchangeably.
- 3.9 “**Cultural Competency**” shall mean a set of congruent practice skills, knowledge, behaviors, attitudes and policies that come together as a system, agency or among consumers, providers, family members and professionals that enables that system, agency, or those professionals, consumers, family members and providers to work effectively in cross-cultural situations (as defined and adapted from Cross, et al, 1980, cited in DMH Information Notice No.:02-03).
- 3.10 “**HIPAA**” shall mean the Health Insurance Portability Accountability Act.
- 3.11 “**HHOPE**” shall mean Homeless Housing Opportunities Partnership Education.
- 3.12 “**HMIS**” shall mean Health Management Information System.
- 3.13 “**HUD**” shall mean Housing and Urban Development.
- 3.14 “**Interim Housing**” shall mean a component of the continuum of care that provides safe, supportive, and substance-free living environments for individuals in early recovery or experiencing housing instability. The Interim Housing Program serves individuals with substance use disorders, co-occurring mental health conditions, and those transitioning from crisis, institutional, or unsafe living situations.
- 3.15 “**MVWV**” shall mean Mead Valley Wellness Village.
- 3.16 “**Older Adults**” shall mean individuals ages 60 and above.
- 3.17 “**Recovery**” principles and values refer to the installation of hope, personal empowerment, respect, self-responsibility, self-determination and social connections. Residents are given the opportunity to influence program services and the service they receive. They are served in an environment where they are empowered to choose and participate in the services that will result in the most successful outcomes for them. Recovery is also the process in which people with serious mental health and/or substance abuse impairments are able to live, work, learn and participate fully in their communities; living a fulfilling and productive life despite ongoing disabilities.
- 3.17 “**Recuperative Care**” shall mean short-term residential support for individuals who are medically stable and no longer require hospitalization but still need a safe and supportive environment to complete their recovery. This service helps prevent medical/behavioral health complications that could arise from being discharged into unstable living conditions and allows individuals to access essential follow-up care, including primary care, behavioral health, case management, and other supportive services.
- 3.18 “**RFP**” shall mean Request for Proposal.
- 3.19 “**Riverside University Health System – Behavioral Health**” shall mean the Department that was formerly known as the Riverside County Department of Mental Health. For purposes of this RFP, Riverside University Health System – Behavioral Health, Behavioral Health, RUHS-BH and County are used interchangeably.
- 3.20 “**RUHS-BH**” shall mean the County of Riverside and its Riverside University Health System – Behavioral Health Department. For purposes of this RFP, RUHS-BH and County are used interchangeably.

4.0 EVALUATION PROCESS

- 4.1 Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but not necessarily limited to the following:
- a) Responses to Attachment "A" **MHARC-315 Bidder Proposal Response – Sections A-I, Section J & Section K**
 - b) Overall responsiveness and general understanding of the RFP requirements.
 - c) Bidder's Description of services (which includes, but is not limited, to the work plan, technical capability, project methodology, and locations of facility, if applicable).
 - d) Bidder's experience and ability to provide the proposed services.
 - e) Credential/Resumes/Licenses/Certifications.
 - f) Overall cost to the County.
 - g) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
 - h) Financial status. (Pass/Fail)
 - i) Clarification, Exceptions or Deviations. (Pass/Fail)
 - j) Risk Assessment. (If applicable)
 - k) Site Visit / Inspection. (If applicable)
 - l) Any other factors the County determines to be appropriate.
- 4.2 All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Riverside County Purchasing Department Procurement Contract Specialist/Buyer. **Attempts by the Bidder(s) to contact any other County representative may result in disqualification of the Contractor.** Extra caution is highly recommended to any Bidder that is currently doing business with the County. If the Bidder is currently doing business with a County Department / Agency and must communicate with them for a separate purpose, that communication should be limited to the current awarded contract/project only. Any questions of impropriety may be grounds for rejection from this project.
- 4.3 Proposals that are difficult to read, not well organized, do not have clear page numbering, and/or do not have clearly labeled Attachments in **Section I** with corresponding references in the applicable response box may be considered NON-RESPONSIVE and be removed from further evaluation. Proposals **MUST** be clear, concise, and well organized following the format provided within this RFP.
- 4.4 All evaluation material will be considered confidential and will not be disclosed by the County, except as required by law.
- 4.5 **Evaluation Committee Recommendations:** The evaluation committee will make a recommendation of the top-ranked respondent(s). The County may elect to make an award without conducting formal demonstrations and/or interviews if one or more firms are determined to be the most qualified and best value based on the initial proposal response. Bidders are strongly encouraged to submit their best cost, best proposed solution and all detailed qualifying information in their initial response submittal.
- 4.6 **Funding Restriction Notice:** Bidders are advised that, due to funding restrictions, the County is only able to allocate a limited percentage of the total available funds for programs at the Mead Valley Wellness Village to For-Profit organizations. Once this funding threshold has been reached, any remaining awards will be restricted to Non-Profit organizations. As a

result, this funding limitation may impact the final award recommendations for some of the procurements for the Mead Valley Wellness Village. Bidders should take this restriction into consideration when preparing and submitting proposals. Please note that once the County has reached the funding threshold for awards to For-Profit organizations, future procurements for Mead Valley Wellness Village will be revised to limit bidders eligible to submit proposals to Non-Profit organizations.

- 4.7 The County reserves the right to split or make the award that is most advantageous to the County.

5.0 GENERAL PROPOSAL SUBMITTAL

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page (Section B) with a certification of intent to meet the requirements specified.
- 5.2 **The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.**
- 5.3 County reserves the right to reject any and all proposals, in whole or in part, to advertise for new proposals, to abandon the need for services, and to cancel or amend this RFP at any time prior to the execution of the written agreement. County reserves the right to waive any formalities in the RFP process, consistent with applicable laws.
- 5.4 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.5 Modification of Information - Any Bidder who wishes to make modifications to information already submitted on the bidding platform, add more information and/or validate what information has been submitted may do so by clicking on "edit submitted response." It is the responsibility of the Bidder to ensure that modified information is resubmitted before the RFP submittal deadline. In case of issues with the bidding platform or questions related to the usage of the site, Bidder can use the live chat function, or send an email to: agencysupport@publicpurchase.com.
- 5.6 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent.
- 5.7 Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.8 County reserves the right to request clarification on any part of the proposal that may be unclear or ambiguous.
- 5.9 **Late proposals will not be accepted.**
- 5.10 Emailed proposals will not be accepted unless approved in writing by the PCS as an alternative submission. (See Instructions to Bidder No. 10).
- 5.11 All proposals shall be approved and signed by an authorized agent prior to submitting them on the bidding platform.
- 5.12 Submit proposals to the Public Purchase website. Please separate the cost proposal and the financial statements (balance sheet and income statement) from the rest of the proposal as separate files as instructed in the RFP.
- 5.13 The proposal shall be concise and to the point. The proposal shall provide sufficient detail to allow thorough evaluation and analysis is required.
- 5.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder.
- 5.15 All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, and reports rendered to the County are the exclusive property of the County and subject to its use and control.
- 5.16 Contracting with a Bidder as a result of this RFP will not constitute an endorsement or suggestion by the County that the

6.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary" as provide by law. The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal/quote/qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Bidder's proposal is accepted and an agreement is made with the County, then the Contractor will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

7.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com.

8.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for these services is attached hereto as **Exhibit A** and incorporated herein by this reference. If an agreement cannot be reached with the selected Contractor, negotiations with the second ranking Contractor shall commence.

9.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as **Exhibit B**, and incorporated herein by this references, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not arrive in open competition, was collusive, or not submitted in good faith.
- The County determines, after analysis of the proposals, that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

11.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day & Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

EXHIBIT A: SAMPLE AGREEMENT*

* **THE SAMPLE AGREEMENT HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO CHANGE. DO NOT SUBMIT THE SAMPLE AGREEMENT WITH PROPOSAL.**

**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, on behalf of Riverside University Health System – Behavioral Health ("RUHS-BH"), hereinafter referred to as "COUNTY" or "RUHS-BH" and PROVIDER LEGAL NAME, <add business entity status>, hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by California Welfare and Institutions Code (WIC) §5600 et seq., 5608 et seq., Government Code §26227 et seq., Title 42, Part 438 of the Code of Federal Regulations (C.F.R.), Title 9 of the California Code of Regulations (C.C.R.), and Title 22 of the C.C.R., which CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, COUNTY believes it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable laws, codes and policies contained in, but not limited to, Exhibit B attached hereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 50 and Exhibits A, B, C, Schedules I, K, P, and Attachment A - F, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

CONTRACTOR

By: _____
Typed name and title

By: _____
Typed name and title

Date: _____

Date: _____

COUNTY COUNSEL:

Approved as to form

By: _____
Deputy County Counsel

* **Please Note:** *This sample Agreement has been provided for informational purposes only and is subject to change.*

Exhibit A to this agreement is subject to change, as it will be developed based upon the information contained within the RFP, the bidder's proposal, and any resulting contract negotiations.

EXHIBIT A: SAMPLE AGREEMENT

TABLE OF CONTENTS

I.	DESCRIPTION OF SERVICES	5
II.	PERIOD OF PERFORMANCE	5
III.	REIMBURSEMENT AND USE OF FUNDS	5
	A. Reimbursement	5
	B. Restrictions On Salaries	5
	C. Union Organizing	6
	D. Byrd Lobbying Act Restrictions and Disclosures Certification	6
	E. Prohibition	7
	F. National Provider Identifier (NPI)	7
IV.	PROGRAM SUPERVISION, MONITORING AND REVIEW	7
V.	COMPLIANCE PLAN	9
VI.	STATUS OF CONTRACTOR	12
VII.	ADMINISTRATIVE CHANGE IN STATUS	14
VIII.	DELEGATION AND ASSIGNMENT	14
IX.	ALTERATION	15
X.	LICENSES	15
XI.	INDEMNIFICATION	15
XII.	INSURANCE	16
	A. Workers' Compensation	16
	B. Commercial General Liability	16
	C. Fidelity Bond (REMOVE CONTRACTS LESS THAN \$100K or Crisis Provider)	17
	D. Vehicle Liability	Error! No bookmark name given.
	E. Professional Liability	17
	F. Cyber Liability (REMOVE for contracts that do not involve PHI)	17
	G. Sexual Abuse or Molestation (SAM) Liability	18
	H. General Insurance Provisions - All Lines	Error! No bookmark name given.
XIII.	LIMITATION OF COUNTY LIABILITY	19
XIV.	WARRANTY AGAINST CONTINGENT FEES	19
XV.	NON-DISCRIMINATION	19
	A. Employment	19
	B. Services, Benefits, and Facilities	21
XVI.	PERSONS WITH DISABILITIES	23
XVII.	REPORTS	23
XVIII.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	25

EXHIBIT A: SAMPLE AGREEMENT

XIX. CONFIDENTIALITY	25
XX. RECORDS/INFORMATION AND RECORD RETENTION	29
XXI. STAFFING	31
XXII. CREDENTIALING	33
XXIII. PHYSICIAN INCENTIVE PLAN	35
XXIV. FRAUD REPORTING REQUIREMENTS	35
XXV. PROHIBITED AFFILIATIONS	36
XXVI. PROVIDER ADEQUACY	37
XXVII. LANGUAGE LINE UTILIZATION	37
XXVIII. TIMELY ACCESS TO SERVICES	38
XXIX. CHARITABLE CHOICE	39
XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000	39
XXXI. IRAN CONTRACTING ACT OF 2010	39
XXXII. CULTURAL COMPETENCY	39
XXXIII. INFORMING MATERIALS	40
XXXIV. CONFLICT OF INTEREST	41
XXXV. GRIEVANCE AND FAIR HEARING	41
XXXVI. PATIENTS' RIGHTS	42
XXXVII. WAIVER OF PERFORMANCE	42
XXXVIII. FEDERAL AND STATE STATUTES	42
XXXIX. DRUG-FREE WORKPLACE ACT OF 1988	42
XL. USE OF FUNDS <i>A. Outreach Activities</i> Error! No bookmark name given. <i>B. No Unlawful Use or Unlawful Use Message Regarding Drugs</i> Error! No bookmark name given. <i>C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances</i> 44 <i>D. Restriction on Distribution of Sterile Needles</i> Error! No bookmark name given. <i>E. Limitation on Use of Funds for Religious Activity</i> Error! No bookmark name given. <i>F. Marijuana Restriction</i> Error! No bookmark name given.	43
XLI. HATCH ACT	44
XLII. TERMINATION PROVISIONS	44
XLIII. DISPUTE	46
XLIV. SEVERABILITY	47
XLV. VENUE	47
XLVI. NOTICES	47
XLVII. MEETINGS	48

EXHIBIT A: SAMPLE AGREEMENT

XLVIII. DISASTER PREPAREDNESS	48
XLIX. SWEATFREE CODE OF CONDUCT	48
L. ELECTRONIC SIGNATURE	48
LI. RUSSIAN SANCTIONS (Contracts \$5M or more)	49
LII. INTRAVENOUS DRUG USE (IVDU) TREATMENT (Remove this and all following sections if not \$APT)	49
LIII. TUBERCULOSIS TREATMENT	49
LIV. TRIBAL COMMUNITIES AND ORGANIZATIONS	50
LV. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA	50
LVI. ADOLESCENT BEST PRACTICES GUIDELINES	50
LVII. ADDITIONAL CONTRACT RESTRICTIONS	50
LVIII. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY	50

EXHIBIT A

EXHIBIT B

EXHIBIT C

SCHEDULE I/K/P

ATTACHMENT A – CERTIFICATION REGARDING LOBBYING

ATTACHMENT B – DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT C – ADVERSE INCIDENT REPORT FORM

ATTACHMENT D – VPN ACCOUNT REQUEST AND AGREEMENT FORM

ATTACHMENT E – OWNERSHIP DISCLOSURE

ATTACHMENT F – RUSSIAN SANCTIONS

EXHIBIT A: SAMPLE AGREEMENT

I. DESCRIPTION OF SERVICES

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

II. PERIOD OF PERFORMANCE

This Agreement shall be effective as of July 1, 2026, and continue in effect through June 30, 2027. The Agreement may thereafter be renewed annually in writing, by mutual agreement of the parties, up to an additional XXXX (X) years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND USE OF FUNDS

A. Reimbursement

1. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule I, Schedule P, or Schedule K, attached to this Agreement. COUNTY shall not issue payment until CONTRACTOR has provided all required credentials, including but not limited to a valid National Provider Identification (NPI) number, insurance certificates, and any other documentation required in Exhibit C or the applicable Schedule(s).
2. In accordance with §1903(l) of the Social Security Act, COUNTY is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §§1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to §§1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the COUNTY has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the COUNTY determines there is good cause not to suspend such payments.

COUNTY shall not reimburse CONTRACTOR for any services or expenditures prohibited under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any Federal funds provided under this Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, pursuant to 45 CFR §75.430(h) and applicable Federal appropriations law. Salary schedules may be found at the United States Office of Personnel Management website. CONTRACTOR shall be responsible for ensuring that their organization is in full compliance with all applicable Federal, State, County or local salary restrictions in conjunction with the performance of services herein.

EXHIBIT A: SAMPLE AGREEMENT

C. *Union Organizing*

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

D. *Byrd Lobbying Act Restrictions and Disclosures Certification*

Applicable to Federally funded contracts in excess of \$100,000 per 31 U.S.C. §1352 and its applicable implementing regulations, including 2 C.F.R. Part 200 and 48 C.F.R. Subpart 38, as applicable.

1. Certification and Disclosure Requirements

- a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C. §1352, and which exceeds \$100,000 at any tier, shall file a certification consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Subsection B of this provision. CONTRACTOR shall submit the signed Certification Regarding Lobbying, Attachment A, attached hereto, to RUHS-BH with the Agreement.
- b. CONTRACTOR shall file the Disclosure of Lobbying Activities, Attachment B, attached hereto, if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal grant.
- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1.a herein. An event that materially affects the accuracy of the information reported includes:
 - I. A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - II. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and
 - III. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered Federal action.

EXHIBIT A: SAMPLE AGREEMENT

- e. CONTRACTOR who requests or receives from a person referred to in Paragraph 1.a of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- f. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1.a of this provision. The CONTRACTOR shall forward all disclosure forms to RUHS-BH Program/Regional Administrator.

E. Prohibition

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

F. National Provider Identifier (NPI)

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

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

- A. Pursuant to WIC §5608, Title 9 of the C.C.R., applicable sections of the California Health and Safety Code, including §1250, et seq., and California Welfare & Institutions Code sections 14197.7, and other services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or authorized designee. Requirements may be superseded or updated by written departmental guidance related to monitoring, as issued by COUNTY.
 - 1. CONTRACTOR agrees to extend to DIRECTOR or authorized designee, the COUNTY Contract Monitoring Team (CMT), COUNTY Contract Liaisons, and other authorized COUNTY, Federal, and/or State representatives, the right to enter the program facilities during operating hours to monitor member well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
 - 2. CONTRACTOR shall participate in the RUHS-BH program monitoring. This consists of contract monitoring by RUHS-BH, which may be conducted annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review(s) may cover clinical, fiscal and/or administrative

EXHIBIT A: SAMPLE AGREEMENT

- components.
3. CONTRACTOR further agrees to authorize COUNTY, under this Agreement, to have access to all COUNTY members, to collaborate with treating staff, and to review necessary documents to ensure that the member has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress toward goals.
 4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding member aftercare services and continuity of care with the COUNTY.
- B. As it pertains to the COUNTY and program monitoring, if at any point during the duration of this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification detailing the basis for the finding of non-compliance.
1. Within thirty (30) days of receiving notification of non-compliance, the CONTRACTOR shall provide to COUNTY a written plan of corrective action addressing the non-compliance.
 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it may temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency. COUNTY reserves the right to reimpose such actions at its sole discretion should CONTRACTOR fail to implement its plan of correction, in full or in part.
 3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, COUNTY may suspend or withhold any funds until compliance is fully achieved.
 4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action may result in further punitive actions and/or termination of this Agreement.
- C. Notwithstanding the above requirement, as the funds associated with this Agreement are pass-through funds from other State or Federal agencies, CONTRACTOR may be subject to programmatic review by agencies of the State of California or the Federal Government. Any disallowance based on a review by the State of California or the Federal Government are the responsibility of the CONTRACTOR.
- D. CONTRACTOR agrees to make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the contract, or determinations of amounts payable, available at any time for inspection, examination or copying by COUNTY, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Inspector General, the United States' Comptroller General, their designees, and other authorized Federal and State agencies (42 C.F.R. §438.230(c)(3)(i)-(ii)). This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later (42 C.F.R. §438.230(c)(3)(iii)). COUNTY, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. Inspection shall occur at CONTRACTOR's place of business, premises or physical facilities (42 C.F.R. §438.230(c)(3)(iv)).

EXHIBIT A: SAMPLE AGREEMENT

- E. If this Agreement is terminated in accordance with Section XLII, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
- F. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous years' Agreement(s).
- G. Notwithstanding any corrective action process or notice provision contained herein, COUNTY may, effective immediately and without prior notice, suspend or restrict CONTRACTOR's services, referrals, access to COUNTY systems, or payments, in whole or in part, upon COUNTY's reasonable determination that (42 CFR secs. 438.608, 438.610; WIC sec. 5608, 14197.7):
 - 1. Patient health or safety is at risk;
 - 2. Fraud, waste, or abuse is suspected;
 - 3. CONTRACTOR, its staff, or subcontractors lack required licensure, certification, or credentialing; or
 - 4. A breach or suspected breach of Protected Health Information or Personal Information has occurred.
 - 5. Such action may remain in effect until COUNTY determines that the risk has been adequately mitigated.

V. COMPLIANCE PLAN

RUHS-BH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. CONTRACTOR shall establish its own Compliance Plan/Program and provide documentation to RUHS-BH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General. CONTRACTOR's Compliance Program must include the following elements:

- A. Designation of a compliance officer who reports directly to the Chief Executive Officer and CONTRACTOR's Board of Directors and a compliance committee comprised of senior management who are charged with overseeing CONTRACTOR's compliance program and compliance with the requirements of this Agreement. The committee shall be accountable to CONTRACTOR's Board of Directors. The compliance officer and compliance committee must be protected from retaliation, demotion, or termination for good-faith compliance activities.
- B. Policies and Procedures
 - 1. Written policies and procedures that articulate CONTRACTOR's commitment to comply with all applicable Federal and State standards. CONTRACTOR shall adhere to applicable RUHS-BH Policies and Procedures relating to the Compliance Program and/or its own compliance-related policies and procedures.
 - 2. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks,

EXHIBIT A: SAMPLE AGREEMENT

prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.

3. CONTRACTOR shall implement and maintain written policies for all COUNTY funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
4. CONTRACTOR shall maintain documentation, verification, or acknowledgement that the CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
5. CONTRACTOR shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. CONTRACTOR has the option to develop its own or adopt RUHS-BH's Compliance Plan. Should CONTRACTOR develop its own Plan, CONTRACTOR shall submit the Plan prior to implementation for review and approval to:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

C. Code of Conduct

1. CONTRACTOR shall develop its own Code of Conduct and shall submit the Code prior to implementation to the following RUHS-BH program for review and approval:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

2. CONTRACTOR shall distribute to all CONTRACTOR's employees, subcontractors, interns, volunteers, and members of its Board of Directors a copy of the Code of Conduct. CONTRACTOR shall document annually that such persons have received, read, understand, and will abide by said Code.

D. Excluded/Ineligible Persons

1. CONTRACTOR shall comply with Section X. LICENSING related to excluded and ineligible status in Federal and State health care programs. If the CONTRACTOR determines a party that is excluded, or ineligible, it must promptly notify the COUNTY pursuant to 42 C.F.R. §438.608(a)(2) and (a)(4) and the COUNTY will take action consistent with 42 C.F.R. §438.610(d). The CONTRACTOR shall not certify or pay any excluded, or ineligible, provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority. Please also refer to Section XXI. STAFFING and Section XXV. PROHIBITED AFFILIATIONS.

E. Internal Monitoring and Auditing

1. CONTRACTOR shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to: billing and coding practices, licensure/credentialing/registration/waiver

2. verification and adherence to County, State and Federal regulations.
 2. CONTRACTOR shall take reasonable precautions to ensure that the billing and coding of health care claims are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as RUHS-BH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
 3. CONTRACTOR shall not submit false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind.
 4. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.
 5. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the COUNTY, CONTRACTOR, outside auditors, etc.
 6. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State and local agencies, and Title 9 of the California Code of Regulations.
- F. Response to Detected Offenses
- CONTRACTOR shall respond to and correct any detected health care program offenses relating to this Agreement promptly. CONTRACTOR shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.
- G. Compliance Training
- CONTRACTOR is responsible for ensuring its Compliance Officer, and the agency's senior management, employees, and subcontractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to the seven (7) elements of a Compliance Program and fraud, waste, and abuse. CONTRACTOR is responsible for conducting and tracking compliance training for its agency staff. CONTRACTOR is encouraged to attend RUHS-BH compliance trainings, as offered and available.
- H. Enforcement of Standards
- CONTRACTOR shall enforce compliance standards uniformly and through well publicized disciplinary guidelines. If CONTRACTOR does not have its own standards, the COUNTY requires CONTRACTOR to utilize RUHS-BH policies and procedures as guidelines when enforcing compliance standards.
- I. Communication
- CONTRACTOR shall establish and maintain effective lines of communication between its Compliance Officer and CONTRACTOR's employees and subcontractors. CONTRACTOR's employees may use CONTRACTOR's approved Compliance Hotline or RUHS-BH's Compliance Hotline (800-413-9990) to report fraud, waste, abuse, or unethical practices. CONTRACTOR shall ensure its Compliance Officer establishes and maintains effective lines of communication with RUHS-BH's Compliance Officer and program.

EXHIBIT A: SAMPLE AGREEMENT

- J. In accordance with the Termination provisions of this Agreement, the COUNTY may terminate this Agreement upon thirty (30) days written notice if CONTRACTOR fails to perform any of the terms of the Compliance provisions. At the COUNTY's sole discretion, CONTRACTOR may be allowed up to thirty (30) days for corrective action.
- K. The COUNTY may impose administrative and monetary sanctions, including the temporary withholding of Federal financial participation and realignment payments upon the CONTRACTOR for violations of the terms of this Agreement, and applicable Federal and State law and regulations, or the State plan or approved waivers, or for other good cause in accordance with W&I Code §14197.7 and guidance issued by the Department pursuant to subsection (r) of W&I Code §14197.7. Please also refer to Exhibit C, Section I. PAYMENT.

VI. STATUS OF CONTRACTOR

- A. This Agreement is by and between COUNTY and CONTRACTOR and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents in the performance of the services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents, and/or subcontractors to the extent required by applicable law for any injuries arising from or connected with services performed pursuant to this Agreement.
- B. CONTRACTOR certifies that it will comply with all applicable State and Federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and the 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 CONTRACTOR is COUNTY's agent, servant, employee, partner, joint venturer, and/or associate. by reason of this Agreement.
- E. CONTRACTOR shall indemnify COUNTY for any and all Federal or State withholding or retirement payments which COUNTY may be required to make pursuant to Federal or State law.
- F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status-related documentation:
 - 1. Articles of Incorporation;
 - 2. Any and all Amendments to said Articles;

EXHIBIT A: SAMPLE AGREEMENT

3. List of CONTRACTOR's Board of Directors and Advisory Board;
 4. A resolution indicating who is authorized to sign all contract documents to bind CONTRACTOR;
 5. By-laws and minutes of Board meetings; and
 6. All applicable Federal, State, and County licenses and certificates.
- G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. §§455.101, 455.104, 455.105, 455.106, 455.434, and Title 22 of the CCR, Section 51000.35, including but not limited to:
1. Any person with a 5% or more direct or indirect ownership interest in the provider must submit fingerprints when applicable. [42 C.F.R. §§455.434(b)(1) and (2)].
 2. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request [42 C.F.R. §455.105(b)(1)].
 3. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between the CONTRACTOR and any subcontractor, during the five-year period ending on the date of the request [42 C.F.R. §455.105(b)(2)].
 4. The identity of any person who has an ownership interest in or is a managing employee of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. (42 C.F.R. §455.106(a)(1) and (2)).
 5. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. (42 C.F.R. §455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.
 6. CONTRACTOR will submit the disclosures (Attachment E, attached hereto) regarding the entity's ownership and control at any of the following times:
 - a. Upon proposal submission in accordance with COUNTY procurement process;
 - b. Upon executing this Agreement;
 - c. Upon renewal or extension of this Agreement;
 - d. Within 35 days after any change in the CONTRACTOR's ownership; and
 - e. Upon request of RUHS-BH.
 7. Disclosures must include:
 - a. The name and address of any person (individual or corporation) with an ownership or control interest in CONTRACTOR's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
 - b. Date of birth and Social Security Number (in the case of an individual)
 - c. Other tax identification number (in the case of a corporation) with an ownership or control interest in CONTRACTOR or in any subcontractor in which CONTRACTOR has a 5% or more ownership or control interest.
 - d. Whether the person (individual or corporation) with an ownership or control interest in CONTRACTOR is related to another person with ownership or control interest in CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which CONTRACTOR entity has a 5% or more interest is related to another person with ownership or control interest in CONTRACTOR entity as a spouse, parent, child, or sibling.
 - e. The name of any other disclosing entity in which the CONTRACTOR has an ownership or control interest
 - f. The name, address, date of birth and SSN of any managing employee of CONTRACTOR. [42 C.F.R. Part 455.104]

EXHIBIT A: SAMPLE AGREEMENT

- g. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to Federal health care programs. [42 C.F.R. §455.106(a)(1) and (2)]
- h. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. [42 C.F.R. §455.106(a)(1) and (2)] For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

H. CONTRACTOR, providers, and subcontractors shall maintain good standing with the California Secretary of State, Internal Revenue Service (IRS), California Franchise Tax Board (FTB), and California Attorney General (AG).

VII. ADMINISTRATIVE CHANGE IN STATUS

- A. An administrative change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location, when directly related to the services provided hereunder, within the same region, or closing a facility with services being offered in another already existing contracted facility, when directly related to the services provided hereunder. If, during the term of the Agreement, there is a change in CONTRACTOR's administrative status, a detailed description of the change must be submitted to COUNTY in writing on CONTRACTOR's letterhead as described below. The letter must be 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 shall be included.
 - 1. Site addresses, business locations, and business ownership, must be provided to COUNTY at least sixty (60) days prior to the effective date of the change.
 - 2. Signatory authority, management, remittance addresses, tax identification numbers, etc. must be provided to COUNTY within fourteen (14) days of the date of change.
- 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-hours contact information for the CONTRACTOR's organization. CONTRACTOR's emergency and/or after hours contact information shall include, but is not limited to, first and last name of emergency and/or after hours contact, telephone number, cellular phone number, and applicable address(es). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.
- C. CONTRACTOR shall be responsible for updating this information immediately, and in writing, when changes in CONTRACTOR's emergency and/or after hours contact information occur 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 XLVI. NOTICES of this Agreement.
- D. Material or substantive changes to the Agreement will need to be made through a written amendment to be effective. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

VIII. DELEGATION AND ASSIGNMENT

EXHIBIT A: SAMPLE AGREEMENT

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

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, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X. LICENSES

- A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide services hereunder, and as required the laws and regulations of the United States, State of California, the County of Riverside and local governments, and all other appropriate governmental agencies.
- B. All Substance Abuse Prevention Treatment (SAPT) providers will be licensed and/or certified as Drug Medi-Cal and Alcohol and Other Drug (AOD) providers by the State.
- C. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- D. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the State of California, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives

(Individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to Indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S Indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

XII. 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. Policy shall name the COUNTY as Additional Insureds.

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 OF RIVERSIDE 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. Policy shall name the COUNTY as Additional Insureds.

EXHIBIT A: SAMPLE AGREEMENT

C. Fidelity Bond (REMOVE CONTRACTS LESS THAN \$100K or Crisis Provider)

CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the maximum Agreement amount. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR and applies to all of CONTRACTOR'S directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The COUNTY OF RIVERSIDE and its Agents shall be named as a Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

D. 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.

E. 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 its 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. Policy shall name COUNTY as an Additional Insureds.

F. Cyber Liability (REMOVE for contracts that do not involve PHI)

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses

with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY. Policy shall name the COUNTY as Additional Insureds.

G. Sexual Abuse or Molestation (SAM) Liability

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

H. 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 A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration, or reduction in 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's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An

EXHIBIT A: SAMPLE AGREEMENT

individual 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 affecting coverage as required herein shall be delivered to Riverside University Health System - Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Administration.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S Insurance 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.

XIII. LIMITATION OF COUNTY LIABILITY

Notwithstanding any other provision of this Agreement, the liability of COUNTY shall not exceed the amount of funds appropriated for this Agreement by the California Legislature. Nothing in this Agreement shall be construed as a waiver by COUNTY to any and all governmental immunities, including Government Claims Act defenses or discretionary act protections.

XIV. 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 or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. NON-DISCRIMINATION

A. Employment

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or

EXHIBIT A: SAMPLE AGREEMENT

mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, COUNTY, or DHCS, setting forth the provisions of the Equal Opportunity clause, §503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the CONTRACTOR'S commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further

EXHIBIT A: SAMPLE AGREEMENT

federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. CONTRACTOR will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, CONTRACTOR may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

B. Services, Benefits, and Facilities

1. CONTRACTOR certifies that CONTRACTOR and all of its subcontractors (if any) shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by State and Federal law, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d) et seq.); Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.) Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Education Amendments of 1972 (20 U.S.C. §1681 et seq.); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); 45 C.F.R. Part 84; the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code §12900 et seq. and 2 C.C.R. §7285 et seq.); Government Code §11135 et seq.; 9 C.C.R. §10800 et seq., 42 CFR §438.206(b)(1) and (c)(3), and 42 C.F.R. §438.3(d)(3) and 42 C.F.R. §438.3(d)(4).
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 physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a 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 privileges enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfies any admission, enrollment, eligibility,

EXHIBIT A: SAMPLE AGREEMENT

- membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or their authorized designee, for the purpose of presenting their 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 California Department of Health Care Services (DHCS). CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
 4. Where services hereunder are provided in a facility under CONTRACTOR's control, CONTRACTOR will maintain a safe facility in accordance with Title 9 C.G.R. §1810.435(b)(2).
 5. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY's "Medication Guidelines," available from the COUNTY Quality Improvement – Outpatient Division.
 6. Where services hereunder are provided in a facility under CONTRACTOR's control, a completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility, must be submitted as a part of the application process requirement for contracting. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the COUNTY at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the appropriate RUHS-BH Program Administration.
 7. If CONTRACTOR relocates, it must find space that is accessible. If CONTRACTOR renovates its existing space, it must meet all applicable accessibility standards in order to maintain funding, certification, or licensure.
 8. If CONTRACTOR is not currently accessible to people with disabilities, it must have a written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and members must be provided with a copy of this policy.
 9. CONTRACTOR shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the CONTRACTOR objects to the service on moral or religious grounds.
 10. If CONTRACTOR elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To RUHS-BH Program Administrator;
 - b. When Agreement is executed;
 - c. Whenever CONTRACTOR adopts the policy during the term of the Agreement;
 - d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10;
 - e. To potential members before and during enrollment; and
 - f. To members at least thirty (30) days prior to the effective date of the policy for any particular service.
 11. CONTRACTOR shall ensure that services provided are available and accessible to Medi-Cal members in a timely manner including those with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical

- access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities (42 C.F.R. § 438.206(b)(1) and (c)(3)).
12. CONTRACTOR shall not discriminate against Medi-Cal members on the basis of health status or need for health care services, pursuant to 42 C.F.R. §438.3(d)(3). CONTRACTOR shall not discriminate against Medi-Cal eligible Individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical disability (42 C.F.R. §438.3(d)(4)).

XVI. PERSONS WITH DISABILITIES

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

Further, CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1990 as amended (29 U.S.C. §794(d)), and regulations implementing that act as set forth in Title 36 C.F.R. Part 1194. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code §11135 codifies Section 508 of the Act requiring accessibility of electronic and information technology.

XVII. REPORTS

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 shall participate in the COUNTY's Management Information System (MIS) as required by DIRECTOR or authorized designee. CONTRACTOR shall report to the program applicable member and staff related data regarding the CONTRACTOR's program by the fifth (5th) calendar day of the following month.
- B. CONTRACTOR's receiving any public funding for SAPT services, including Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) CONTRACTORs, must report California Outcome Measurement Service (CalOMS) data for all Medi-Cal members receiving treatment, whether those individual member services are funded by public funds or not.
- C. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, DHCS, and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- D. CONTRACTOR shall comply with the treatment and prevention data quality standards

EXHIBIT A: SAMPLE AGREEMENT

established by the State. Failure to meet these standards on an ongoing basis may result in withholding funds.

- E. If CONTRACTOR provides Substance Abuse Prevention and Treatment (SAPT) services, CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports) to the State, due by the 10th day following the end of each month. All CONTRACTORS must log onto the DHCS website and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTOR DATAR submissions on a monthly basis through the DATAR website. Failure to comply with the DATAR requirements may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance with this requirement by the COUNTY.
- F. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. §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 C, to the COUNTY within twenty-four (24) hours of the incident and a written report to the State within seven (7) days of the event. 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 COUNTY.
1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident that requires medical treatment;
 - c. All cases of communicable disease reportable under 17 C.C.R. §2502 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 that occur in or on the premises.
 2. Information provided shall include the following:
 - a. Member 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 COUNTY within ten (10) working days following the occurrence:
 - I. The organizational changes specified in 9 C.C.R. §10561(a) of this subchapter;
 - II. Any change in the licensee's or applicant's mailing address; and,
 - III. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.
- G. COUNTY reserves the right to perform a further investigation of any and all adverse incidents as outlined in paragraph F above at its discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until CONTRACTOR takes corrective action to the satisfaction of COUNTY.
- H. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.

- I. CONTRACTOR shall report member and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or their authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

XVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and Title 42 C.F.R. Part 2, as applicable, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this law.

XIX. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to COUNTY records, member records/charts, billing records, research and member identifying reports, and the COUNTY's Management Information System in accordance with WIC §§ 14100.2 and 5328 et seq., 42 C.F.R. §431.300 et seq., 42 U.S.C. §1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of member records and information.

- A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR to adhere to the following data security requirements:

1. Personnel Controls

Employee Training. CONTRACTOR and its employees who assist in the performance of functions or activities on behalf of RUHS-BH, or access or disclose RUHS-BH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each employee who receives informational privacy and security training must sign a certification, indicating the employee's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline

Appropriate sanctions must be applied against employees who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement

All of CONTRACTOR's employees that will be working with RUHS-BH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the employee prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each member's written confidentiality statement for RUHS-BH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check

Before a member of the workforce may access RUHS-BH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause,

with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each employee's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5. Technical Security Controls

- a. Workstation/Laptop Encryption
All workstations and laptops that store RUHS-BH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by RUHS-BH's Office of Information Technology.
- b. Server Security
Servers containing unencrypted RUHS-BH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary
Only the minimum necessary amount of RUHS-BH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable Media Devices
All electronic files that contain RUHS-BH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES.
- e. Antivirus Software
All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management
All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls
All employees must be issued a unique username for accessing RUHS-BH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - i. Upper case letters (A-Z)

- ii. Lower case letters (a-z)
 - iii. Arabic numerals (0-9)
 - iv. Non-alphanumeric characters (punctuation symbols)
 - h. Data Destruction
When no longer needed, all RUHS-BH PHI or PI must be disposed of using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission from RUHS-BH's Office of Information Technology.
 - i. System Timeout
The system providing access to RUHS-BH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - j. Warning Banners
All systems providing access to RUHS-BH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
 - k. System Logging
The system must maintain an automated audit trail which can identify the user or system process which initiates a request for RUHS-BH PHI or PI, or which alters RUHS-BH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If RUHS-BH PHI or PI are stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, or member discharge, whichever is later.
 - l. Access Controls
The system providing access to RUHS-BH PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
 - m. Transmission Encryption
All data transmissions of RUHS-BH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing RUHS-BH PHI can be encrypted. This requirement pertains to any type of RUHS-BH PHI or PI in motion such as website access, file transfer, and E-Mail.
 - n. Intrusion Detection
All systems involved in accessing, holding, transporting, and protecting RUHS-BH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
6. Audit Controls
System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing RUHS-BH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
7. Log Review

EXHIBIT A: SAMPLE AGREEMENT

All systems processing and/or storing RUHS-BH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

8. Change Control

All systems processing and/or storing RUHS-BH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

9. Business Continuity/Disaster Recovery Controls

a. Emergency Mode Operation Plan

CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of RUHS-BH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. Data Backup Plan

CONTRACTOR must have established documented procedures to backup RUHS-BH PHI to maintain retrievable and exact copies of RUHS-BH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore RUHS-BH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of RUHS-BH data.

10. Paper Document Controls

a. Supervision of Data

RUHS-BH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. RUHS-BH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors

Visitors to areas where RUHS-BH PHI or PI are contained shall be escorted and RUHS-BH PHI or PI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction

RUHS-BH PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.

d. Removal of Data

Only the minimum necessary RUHS-BH PHI or PI may be removed from the premises of CONTRACTOR except with express written permission of RUHS-BH. RUHS-BH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.

e. Faxing

Faxes containing RUHS-BH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement directing unintended recipients to destroy the transmission in its entirety. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing

Mailings containing RUHS-BH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of

EXHIBIT A: SAMPLE AGREEMENT

RUHS-BH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of RUHS-BH to use another method is obtained.

- B. 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 COUNTY Behavioral Health Compliance Officer within two (2) business days of discovery at (800) 413-9990. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosures as required by applicable Federal, State and/or County laws and regulations. CONTRACTOR shall investigate such breach and provide a preliminary written report of the investigation to the COUNTY Behavioral Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address as follows:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

The Preliminary Report shall include the scope of the breach (number of individuals and data types), systems/locations affected, initial remediation steps taken, and estimated timeline for forensic analysis.

- C. CONTRACTOR shall also provide a Final Report & Notification within sixty (60) days of the date of discovery which sets forth the cause analysis, individual notification plan, credit monitoring/remediation offered, timeline for notification to affected individuals, and obtain the COUNTY's consent of the notification language before notifying individuals.
- D. If the security breach requires notification under Civil Code §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. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or as it relates to this Agreement, not including member records requests, 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.
- F. For the purposes of the above paragraphs, "identifying information" is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.
- G. CONTRACTOR shall bear the cost of all forensic investigations, all credit monitoring/remediation costs, all notification costs, and potential regulatory fines, penalties, and response costs.

XX. RECORDS/INFORMATION AND RECORD RETENTION

All records shall be available for inspection by the designated auditors of COUNTY, the State Department of Justice, DHCS, U.S. Department of Health and Human Services, and the IG at reasonable times during normal business hours. CONTRACTOR shall retain, all records and

EXHIBIT A: SAMPLE AGREEMENT

documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. Parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. 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, and other documentation pertaining to medical and non-medical services for members. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof to the COUNTY.

Unless otherwise stated, CONTRACTOR shall include instructions on record retention and shall include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Health and Safety Code §123149, 42 C.F.R. §433.32, and 22 C.C.R. §51341.1.

A. Medical/Member Records

CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, DHCS and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain accurate and complete medical records on each individual member, which shall include at a minimum, a care plan, diagnostic procedures, evaluation studies, problems to be addressed, medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of member interviews and progress notes. If CONTRACTOR provides SAPT services, all member records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) tool.

B. Financial Records

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Fiscal records must comply with Title II, Subtitle A, Part 200 of the C.F.R. regarding the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1) and the DHCS Drug Fiscal System Manual, if applicable, and any changes thereto. Statistical data shall be kept and reports made as required by the DIRECTOR, or designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or the State at reasonable times during normal business hours.

C. Financial Record Retention

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

D. Member Record Retention

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

EXHIBIT A: SAMPLE AGREEMENT

E. Shared Records/Information

CONTRACTOR and COUNTY shall maintain a reciprocal shared record and information policy, which allows for sharing of member records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these member records or information to a third party without a valid authorization or if compelled by law.

F. Records Ownership

COUNTY is the owner of all member records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the member medical records so that the COUNTY can archive them. Records are to be in hard copy format, placed in individual file folders and labeled in the following format: last name, first name, middle initial, date of birth, medical records number and last date of service. CONTRACTOR shall coordinate the transfer of records to the COUNTY with the Program/Regional Administrator. The COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. The COUNTY is required to provide the CONTRACTOR with a copy of any medical record that is requested by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a timely manner.

G. Records Inspection

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

XXI. STAFFING

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as required by State licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance with the WIC §5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code §11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto. Furthermore, CONTRACTOR acknowledges that all of its officers, board members, employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the "List of Excluded Parties" registry.

A. 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.

B. During the term of this Agreement, CONTRACTOR shall maintain and shall provide

EXHIBIT A: SAMPLE AGREEMENT

upon request to authorized representatives of COUNTY, the following:

1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) training, First Aid training, languages spoken, race/ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code and California Code of Regulations.
 2. Previously established and/or updated personnel policies and procedures;
 3. Updated personnel file for each staff member (including subcontractors, as approved by COUNTY and volunteers) that and meets all regulatory requirements. Items may include but are not limited to:
 - a. Resume or employment application, proof of current licensure, all applicable employment related certifications, registration;
 - b. List of all applicable trainings during time of employment to present;
 - c. Job duties description or duty statement;
 - d. Continuing education;
 - e. Livescan/background check results, and
 - f. SAPT Only: TB test.
- C. Pursuant to 42 C.F.R. §455.434, CONTRACTOR shall conduct criminal background records checks, including fingerprinting on all employees, subcontractors, and volunteers. The CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) for each employee, subcontractor and volunteer before providing services to RUHS-BH members. A signed certification of such clearance shall be retained in each individual's personnel file.
- D. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Disability Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.
- E. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.
- F. 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 §5200, et seq.
- G. 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.
- H. 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.

EXHIBIT A: SAMPLE AGREEMENT

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

- I. CONTRACTOR staff requiring access to ELMR must submit a Virtual Private Network (VPN) Account Request and Agreement Forms, Attachment D, to RUHS-BH Contracts Administration Unit via email at BHContracts@ruhealth.org. Once the VPN account has been established, COUNTY designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.
- J. Federal and State Database Checks
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:
 1. Social Security Administration's Death Master File;
 2. National Plan and Provider Enumeration System (NPPES);
 3. List of Excluded Individuals/Entities (LEIE);
 4. System for Award Management (SAM);
 5. CMS' Medicare Exclusion Database (MED);
 6. DHCS' Suspended and Ineligible Provider List; and
 7. Restricted Provider Database (RPD).
 - a. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and SAM, LEIE, and RDP must be reviewed no less frequently than monthly thereafter.

CONTRACTOR shall notify COUNTY, 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.

Pursuant to Exhibit C, Section I.4.c, as part of the monthly invoice submission, CONTRACTOR is required to submit a signed Program Integrity Form (Exhibit C, Attachment A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify COUNTY, 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.

XXII. CREDENTIALING

- A. For all CONTRACTOR's licensed, waived, registered and/or certified employees, CONTRACTOR must verify and document the following items through a primary source, as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by the CONTRACTOR unless the CONTRACTOR can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
 1. The appropriate license and/or board certification or registration, as required for the particular provider type;
 2. Evidence of graduation or completion of any required education, as required for the particular provider type;
 3. Proof of completion of any relevant medical residency and/or specialty training, as

EXHIBIT A: SAMPLE AGREEMENT

- required for the particular provider type; and
4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

- B. CONTRACTOR shall verify credentials from original issuing authorities, including but not limited to:

CREDENTIAL TYPE	PRIMARY SOURCE
License/Certification	State licensing board website/direct contact
Education	University registrar (sealed transcript)
DEA Number	DEA website/CSOS.sos.ca.gov
NPI Number	CMS NPES system
Malpractice Insurance	Insurance carrier (verification of coverage letter)

- C. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, CONTRACTOR need not verify this information through a primary source:

1. Work history;
2. Hospital and clinic privileges in good standing;
3. History of any suspension or curtailment of hospital and clinic privileges;
4. Current Drug Enforcement Administration identification number;
5. National Provider Identifier number;
6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
7. History of liability claims against the provider;
8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
9. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>; and
10. History of sanctions or limitations on the provider's license issued by any State's agencies or licensing boards.

- D. Attestation

CONTRACTOR must submit a signed and dated statement at the time of contract initiation and at minimum every three (3) years thereafter, attesting to the following:

1. Any limitations or disabilities that affect the CONTRACTOR's ability to perform any of the position's essential functions, with or without accommodation;
2. A history of loss of license or felony conviction;
3. A history of loss or limitation of privileges or disciplinary activity;
4. A lack of present illegal drug use; and
5. The statement's accuracy and completeness

- E. Provider Re-credentialing

CONTRACTOR shall verify and document at the time of Agreement initiation, and at a minimum every three (3) years, that each employee that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements listed above. CONTRACTOR must require each provider to submit any updated information needed to complete the re-credentialing process, as well as a new signed attestation. In addition to the initial credentialing requirements, re-credentialing should include documentation that CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality

improvement activities, beneficiary grievances, and medical record reviews.

F. Provider Credentialing and Re-credentialing Procedures

CONTRACTOR may delegate its authority to perform credentialing reviews to a professional credentialing verification organization; nonetheless, the CONTRACTOR remains contractually responsible for the completeness and accuracy of these activities. If the CONTRACTOR delegates credential verification activities to a subcontractor, it shall establish a formal and detailed agreement with the entity performing those activities. To ensure accountability for these activities, CONTRACTOR must establish a system that:

1. Evaluates the subcontractor's ability to perform these activities and includes an initial review to assure that the subcontractor has the administrative capacity, task experience, and budgetary resources to fulfill its responsibilities;
2. Ensures that the subcontractor meets the CONTRACTOR, COUNTY and DHCS' standards; and
3. Continuously monitors, evaluates, and approves the delegated functions.

CONTRACTOR is responsible for ensuring that their delegates comply with all applicable State and Federal law and regulations and other contract requirements as well as DHCS guidance, including applicable Informational Notices.

CONTRACTOR must maintain a system for reporting serious quality deficiencies that result in suspension or termination of an employee to COUNTY, and other authorities as appropriate. CONTRACTOR must maintain policies and procedures for disciplinary actions, including reducing, suspending, or terminating an employee's privileges.

XXIII. PHYSICIAN INCENTIVE PLAN

When applicable, CONTRACTOR is prohibited from offering Physician Incentive Plans, as defined in Title 42 C.F.R. §§422.208 and 422.210, unless approved by RUHS-BH in advance that the Plan(s) complies with the regulations.

XXIV. FRAUD REPORTING REQUIREMENTS

- A. CONTRACTOR shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the RUHS-BH Compliance Officer about the following:

1. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a)(7)).
2. CONTRACTOR shall immediately report to RUHS-BH all overpayments identified or recovered, specifying the overpayments due to potential fraud.
3. CONTRACTOR shall immediately report to RUHS-BH any information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. §438.608 (a)(3)).
4. CONTRACTOR shall immediately report to RUHS-BH any information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a)(4)).

- B. If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste, or abuse, CONTRACTOR shall immediately notify RUHS-BH Compliance Officer; and conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action if needed.

EXHIBIT A: SAMPLE AGREEMENT

If CONTRACTOR's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue is egregious, or beyond the scope of the CONTRACTOR's ability to pursue, the CONTRACTOR shall immediately report to the RUHS-BH Compliance Officer for investigation, review and/or disposition.

- C. CONTRACTOR shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608 (a)(6)). CONTRACTOR understands RUHS-BH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.
- D. As applicable, as a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of Title 42 C.F.R. §§438.604, 438.606, 438.608 and 438.610. CONTRACTOR must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse. Pursuant to 42 C.F.R. §438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is credible evidence of fraud.
- E. Suspected Medi-Cal fraud, waste, or abuse shall be reported to: DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

XXV. PROHIBITED AFFILIATIONS

- A. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
 - 1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 (42 C.F.R. §438.610(a)(1)).
 - 2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR §2.101, of a person described in this section (42 C.F.R. §438.610(a)(2)).
- B. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined 42 U.S.C. §1320a-7b(f)) pursuant to 42 U.S.C. §§1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§438.214(d)(1), 438.610(b).)
- C. CONTRACTOR shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
 - 1. A director, officer, agent, managing employee, or partner of the CONTRACTOR (42 U.S.C. §1320a-7(b)(8)(A)(ii); 42 C.F.R. §438.610(c)(1)).
 - 2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. §438.230. (42 C.F.R. §438.610(c)(2)).
 - 3. A person with beneficial ownership of 5 percent (5%) or more of the CONTRACTOR's equity (42 C.F.R. §438.610(c)(3)).
 - 4. A network provider or person with an employment, consulting, or other

arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. §438.610(c)(4)).

5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Agreement (42 C.F.R. §438.610(c)(4)).

D. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. §438.808(b)(3)].

E. CONTRACTOR and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in §1128(b)(8)(B) of the Social Security Act. (42 C.F.R. §438.808(b)(2)).

XXVI. PROVIDER ADEQUACY

A. CONTRACTOR shall submit to RUHS-BH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted at each of the following stages:

1. At the time it enters into this Agreement with the COUNTY;
2. During the first month of every fiscal quarter: January, April, July, and October for each contracted site;
3. Annually submit rendering provider forms for each staff providing direct services; and
4. At any time there has been a significant change, as defined by RUHS-BH, in the CONTRACTOR's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to member;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and CONTRACTOR's plans to ensure member continue to have access to adequate services and providers.
5. Failure to comply with the required Network Adequacy reporting requirements may result in payment hold.

XXVII. LANGUAGE LINE UTILIZATION

A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for member face-to-face encounters, telephonic service encounter and 24/7 access line service encounters.

B. Language line utilization data submission should include the reporting period, the total number of encounters requiring language line services, the language utilized during the encounter requiring language line services, and a reason as to why the services were not provided by a bilingual provider/staff or via face-to-face interpretation for each one of the encounters requiring language line services.

C. Language line utilization must be submitted to RUHS-BH using the template provided by RUHS-BH and following the instructions contained on the reporting tool. Completed

EXHIBIT A: SAMPLE AGREEMENT

template must be submitted via email to ELMRSupport@ruhealth.org

XXVIII. TIMELY ACCESS TO SERVICES

In accordance with 42 C.F.R. §438.206(c)(1), the CONTRACTOR shall comply with the requirements set forth in Title 9 C.C.R. §1810.405 and RUHS-BH Policy #267.

- A. CONTRACTOR shall comply with the following Timely Access provisions:
 - 1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal member that are no less than the hours of operation during which the provider offers services to non-Medi-Cal member.
 - 2. Routing First Appointments
 - a. Members who call or walk in to CONTRACTOR's program requesting outpatient mental health services will be offered an appointment in the least restrictive community-based setting within ten (10) business days.
 - b. Members requesting or being referred for an appointment with a psychiatrist will be offered an appointment within fifteen (15) business days. These requests/referrals will be recorded in the member's chart with the date the request/referral was made.
 - 3. Emergent Appointments
Members in need of immediate intervention to prevent significant behavioral health deterioration will be offered a walk-in or scheduled appointment the same day or will be referred to the closest crisis stabilization unit near to where the member is physically located at that time.
 - 4. Urgent Appointments
 - a. Members determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment within 48 hours when prior authorization is not required.
 - b. Members in urgent need of an appointment when prior authorization is required will be offered an appointment within 96 hours.
 - 5. Follow-up Services
 - a. Non-physician, non-urgent appointments will be scheduled within ten (10) days of the request for appointment. This time may be extended if the referring or treating behavioral health professional, or the triage or screening behavioral health professional, as applicable and acting within their scope of practices, determines that a longer waiting time will not have a detrimental impact on the health of the member.
 - b. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance, consistent with professional recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
 - 6. Rescheduled Appointments
In the event that an appointment must be rescheduled, it shall be done in a manner that is appropriate for the member's behavioral health care needs and ensures continuity of care consistent with good professional practices.
 - 7. Appointment Scheduling
Members will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the member declines an appointment within the specified timeframe, this information will be logged, maintained and reported in a manner consistent with COUNTY guidelines.

XXIX. CHARITABLE CHOICE

- A. As Behavioral Health and/or Substance Use service providers and funding recipients,

EXHIBIT A: SAMPLE AGREEMENT

under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:

1. Ensure that CONTRACTOR provides notice to all its members of their right to alternative services if, when, and where applicable;
 2. Ensure that CONTRACTOR refers members to alternative services if, when and where applicable; and
 3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Behavioral Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the member has no objection.
- B. As this Agreement relates to Nondiscrimination and Institutional Safeguards for Religious Providers, the CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, U.S.C., §300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any member who has religious objections to CONTRACTOR's program.

XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

- A. In accordance with the Trafficking Victims Protection Act of 2000 (TVPA) (22 USCA sec. 7101, et seq.), CONTRACTORS that provide Medi-Cal eligible services certifies that at the time the Agreement is executed, CONTRACTOR will remain in compliance with §106(g) of the TVPA as amended (22 U.S.C. §7104). The TVPA strictly prohibits any contractor or contractor employee and/or agent from:
1. Engaging in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
 2. Procuring a commercial sex act during the period of time the Agreement is in effect; or
 3. Using forced labor in performance of the Agreement.
- B. Any violation of the TVPA may result in a unilateral termination of this Agreement without penalty in accordance with 2 CFR Part 175.
- C. Contractors will provide demonstrated evidence of training of TVPA requirements for all staff.

XXXI. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code §2204(a), CONTRACTOR certifies that at the time the Agreement is signed, the CONTRACTOR is not identified on a list created pursuant to subdivision (b) of Public Contract Code §2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code §2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code §2202.5, or as a person described in subdivision (b) of Public Contract Code §2202.5, as applicable. CONTRACTOR is cautioned that making a false certification may subject CONTRACTOR to civil penalties, termination of existing Agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code §2205.

XXXII. CULTURAL COMPETENCY

- A. CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all member, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. §438.206(c)(2).

- B. CONTRACTOR shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. §438.206(c)(2).
- C. CONTRACTOR shall develop a Cultural Competence Plan, which shall be submitted and approved by COUNTY with progress reports submitted annually, that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.
- D. CONTRACTOR shall offer alternatives and options that accommodate individual preference, or cultural and linguistic preferences, demonstrated by the provision of culture-specific programs, provided by the CONTRACTOR and/or referral to community-based, culturally appropriate, non-traditional mental health provider.
- E. CONTRACTOR shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.

XXXIII. INFORMING MATERIALS

- A. If providing direct services, CONTRACTOR shall provide all COUNTY members being served by CONTRACTOR with a Notice of Privacy Practices information brochure or pamphlet during the time of the member's first visit. CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all members every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the member sign, acknowledging receipt of the NPP information, and CONTRACTOR must keep member signed acknowledgement on file every three (3) years upon receipt from member.
- B. All written materials for potential members and members with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential members or members with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. §438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
 - 1. The format is readily accessible;
 - 2. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
 - 3. The information is provided in an electronic form which can be electronically retained and printed;
 - 4. The information is consistent with the content and language requirements of this agreement; and
 - 5. The member is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days (42 C.F.R. §438.10(c)(6)).
- C. CONTRACTOR shall ensure its written materials are available in alternative formats,

EXHIBIT A: SAMPLE AGREEMENT

including large print, upon request of the potential member or member with disabilities at no cost. Large print means printed in a font size no smaller than 18 point (42 C.F.R. §438.10(d)(3)).

- D. CONTRACTOR shall provide the required information in this section to each member when first receiving Specialty Mental Health Services and upon request (1915(b) Medi-Cal Specialty Mental Health Services Waiver §(2)(d)(d), p. 26, attachments 3 and 4); (Title 9 C.C.R. §1810.360(e)).
- E. CONTRACTOR shall make the RUHS-BH Provider Directory and Beneficiary Handbook available to members in electronic form and paper format upon request. Both documents are available at <http://www.rcdmh.org/>. CONTRACTOR shall provide paper copies within five (5) business days without charge to members.

XXXIV. CONFLICT OF INTEREST

- A. CONTRACTOR shall comply with the conflict-of-interest safeguards described in:
 - 1. 42 C.F.R. §438.58 and the prohibitions described in §1902(a)(4)(C) of the Social Security Act. (42 C.F.R. §438.3(f)(2).); and
 - 2. The California Political Reform Act including Public Contract Code §10365.5 and Government Code §1090.
- B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables them 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.
- C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

XXXV. GRIEVANCE AND FAIR HEARING

- A. If a Medi-Cal contractor, CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-BH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs). CONTRACTOR shall fax a copy within 24 hours of all NOABDs to RUHS-BH Outpatient Quality Improvement at (951) 955-7203.
- B. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in member and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances and/or appeals to RUHS-BH Outpatient QI will be located next to the descriptions of the Grievance Procedure and the Appeal Procedure. The grievance, appeals, and self-addressed envelopes must be available to the members and/or member's representative without the member and/or member's representative having to make a verbal or written request to anyone.
- C. State and Federal law guarantees members the right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

XXXVI. PATIENTS' RIGHTS

Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and Institutions

EXHIBIT A: SAMPLE AGREEMENT

Code §5325.1, as well as Titles 9 and 22 of the C.C.R., as applicable. COUNTY members' Rights Advocates will be given access to members, member records, and facility personnel to monitor the CONTRACTOR's compliance with said statutes and regulations.

XXXVII. 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.

XXXVIII. FEDERAL AND STATE STATUTES

- A. CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, sub-regulatory guidance and contract provisions (42 C.F.R. §438.230(c)(2) including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. CONTRACTOR shall adhere to the requirements of 42 C.F.R. §438, et seq., Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B. Additionally, CONTRACTOR shall be required to establish, written policies and procedures consistent with the following requirements; (i) monitor for compliance with the written procedures; and (ii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:
 - 1. Division 10 of the Health and Safety Code, commencing with §11760;
 - 2. Title 9 C.C.R. Division 4, commencing with §9000;
 - 3. Government Code §16367.8;
 - 4. Title 5, Division 2, Part 1, Chapter 1, Article 7 of the California Government Code regarding Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies;
 - 5. Title 42 U.S.C. §§300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
 - 6. The Single Audit Act Amendments of 1996 (Title 31, U.S.C. §§7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
 - 7. Title 45 C.F.R. §§96.30 through 96.33 and §§96.120 through 96.137;
 - 8. Title 42, C.F.R. §§8.1 through 8.6;
 - 9. Title 21, C.F.R. §§1301.01 through 1301.93, Department of Justice, Controlled Substances;
 - 10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures), Title 42 C.F.R. Part 438.
 - 11. Title 22 C.C.R. 51000 et seq.; and
 - 12. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).
- C. CONTRACTOR agrees to comply with all applicable COUNTY, RUHS-BH, DHCS, CMS, State, and Federal laws, policies, procedures, manuals, directives, and guidance as may be amended from time to time, without the necessity of a formal amendment to this Agreement (43 CFR sec. 438.230).

XXXIX. DRUG-FREE WORKPLACE ACT OF 1988

- A. The Federal government implemented the Drug Free Workplace Act of 1988 to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage

EXHIBIT A: SAMPLE AGREEMENT

to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. The following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
5. Contractors of Federal agencies are required to certify that they will provide drug-free workplaces for their employees.

B. 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 California Drug-Free Workplace Act of 1990 (Government Code §8350, et seq.) and will provide a drug-free workplace doing all of the following:

1. 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 §8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code §8355(a) to inform employees about all of the following:
 - a. The dangers of substance use in the workplace;
 - b. CONTRACTOR's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for substance use violations.
3. Provide as required by Government Code §8355(a) that every employee who works on this Agreement:
 - a. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - b. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the Agreement.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:
 - a. CONTRACTOR has made a false certification or,
 - b. Violates the certification by failing to carry out the requirements as noted above.

XL. USE OF FUNDS

CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Use of Funds stipulations indicated herein (XL, Subsections A–E). CONTRACTOR shall furnish copies of Use of Funds policies and procedures at the request of the COUNTY.

A. Outreach Activities

Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such

treatment.

B. No Unlawful Use or Unlawful Use Message Regarding Drugs

By signing this Agreement, CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, §§11999-11999.3). CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of §202 of the Controlled Substances Act (21 U.S.C. §812).

D. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

E. Limitation on Use of Funds for Religious Activity

No State or Federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No State or Federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

F. Marijuana Restriction

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. §75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC §812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

XLI. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Hatch Act. CONTRACTOR shall furnish copies of Hatch Act policies and procedures at the request of the COUNTY.

XLII. 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.

EXHIBIT A: SAMPLE AGREEMENT

- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the DIRECTOR or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. The COUNTY may terminate this Agreement immediately if, in the opinion of the DIRECTOR or the Department of Health Care Services CONTRACTOR has not performed satisfactorily or fails to provide for the health and safety of members served under this Agreement (42 C.F.R. §438.230(c)(1)(iii)). In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency;
 - 2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,
 - 3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- H. After receipt of the Notice of Termination, pursuant to Paragraphs 1-7 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:
 - 1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 - 2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
 - 3. If members are to be transferred to another facility for services, furnish to COUNTY, upon request, all member information and documents deemed necessary by COUNTY to affect an orderly transfer;
 - 4. If appropriate, assist COUNTY in effecting the transfer of member in a manner consistent with the best interest of the member's 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

EXHIBIT A: SAMPLE AGREEMENT

- completed, would have been required to be furnished to COUNTY;
7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
 8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.
- J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations' legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this Agreement, the COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.
- K. CONTRACTOR shall deliver or make available to RUHS-BH all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
- L. 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. The provisions concerning audits, record retention, confidentiality, data security, indemnification, insurance, overpayment recovery, and compliance shall survive expiration or termination of this Agreement (42 CFR 438.230; 45 CFR 164.530).

XLIII. DISPUTE

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

Material Non-Compliance means any violation of this Agreement that:

EXHIBIT A: SAMPLE AGREEMENT

- A. Involves patient safety, health, or welfare (e.g., understaffing, credential lapses, HIPAA breaches);
- B. Involves fraud, waste, or abuse of County funds (e.g., false billing, improper reimbursement);
- C. Violates Federal law (42 CFR §438, HIPAA, Social Security Act);
- D. Violates California law (WIC §5600 et seq., Health & Safety Code);
- E. Results in a finding by County, State, or Federal regulators;
- F. Remains uncured 30 days after written notice;
- G. Involves criminal conduct or excluded party violations;
- H. Results in failure to obtain/maintain required licenses, certifications, insurance, or NPIs;
- I. Involves non-disclosure or misrepresentation of ownership, control, or criminal history; or
- J. Involves failure to implement corrective action plan.

Non-material violations (technical non-compliance) shall be subject to 30-day cure period before termination.

Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

XLIV. SEVERABILITY

If any provision of this Agreement or the application thereof to any persons or circumstances are declared invalid by a court of competent jurisdiction, or is declared to be in contravention of any Federal, State, or County statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

XLV. 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.

XLVI. 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 with the United States Postal Service (or other qualified mail carrier), postage prepaid:

CONTRACTOR:

COUNTY:

RIVERSIDE UNIVERSITY HEALTH SYSTEM –

EXHIBIT A: SAMPLE AGREEMENT

BEHAVIORAL HEALTH
ATTN: CONTRACTS ADMINISTRATION
P.O. BOX 7549
RIVERSIDE, CA 92513-7549

XLVII. MEETINGS

As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to attend the mandatory all-provider meetings scheduled quarterly by the Behavioral Health Program Administrator or its designee. Decision making and/or an equivalent and appropriate level of CONTRACTOR'S personnel must attend these meetings. Decision making and/or equivalent and appropriate level personnel are defined by the COUNTY as Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time. CONTRACTOR failure to attend the mandatory meetings may influence future Agreement renewal.

XLVIII. 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. Such disaster preparedness and contingency plans shall be developed and implemented within sixty (60) days of execution of this Agreement and shall include provisions to ensure the continuation of critical services for a minimum period following a disaster or emergency, to the extent practicable. RUHS-BH expects CONTRACTOR to have a disaster plan in place and RUHS-BH expects CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

XLIX. SWEATFREE CODE OF CONDUCT

If CONTRACTOR is contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies 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 located at www.dir.ca.gov, and Public Contract Code §6108.

- A. 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 COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements.

L. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from

time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of §1633.2 of the Civil Code.

LI. RUSSIAN SANCTIONS (Contracts \$5M or more)

CONTRACTOR must certify that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. CONTRACTOR is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the Federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). CONTRACTOR is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. CONTRACTOR shall submit the signed certification regarding COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE, Attachment F, attached hereto, to RUHS-BH with the Agreement.

If CONTRACTOR's agreement value is Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- C. Direct support to the government and people of Ukraine.

LII. INTRAVENOUS DRUG USE (IVDU) TREATMENT (Remove this and all following sections if not SAPT)

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

LIII. TUBERCULOSIS TREATMENT

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

LIV. TRIBAL COMMUNITIES AND ORGANIZATIONS

CONTRACTOR shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for

insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. CONTRACTOR shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

LV. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

COUNTY AOD Program Administrator shall participate and represent the COUNTY in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. COUNTY AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

LVI. ADOLESCENT BEST PRACTICES GUIDELINES

CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Agreement. Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

LVII. ADDITIONAL CONTRACT RESTRICTIONS

- A. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
- B. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for COUNTY or DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
- C. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Federal or State governments that affect the provisions, terms, or funding of this Contract in any manner.

LVIII. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code §§7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACTOR shall comply with the applicable provisions of §1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

EXHIBIT A: SAMPLE AGREEMENT

EXHIBIT B MENTAL HEALTH SERVICES 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

Page B-1 of B-2

PROVIDER NAME
PROGRAM
FY 2023/2024

EXHIBIT A: SAMPLE AGREEMENT

- 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

Page B-2 of B-2

PROVIDER NAME
PROGRAM
FY 2023/2024

EXHIBIT A: SAMPLE AGREEMENT

Exhibit C
"Attachment A"

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:	Amount Billed:
DentID:	
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

Rev. 06/2022

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT A)



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 sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients 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.

Signature

Print Name/Title

Date

Administrative Office
4095 County Circle Drive / Riverside, CA 92503 / 951-358-4500 / RUHealth.org

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT B)

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): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other, specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ 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: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page ____ of ____

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT B)

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 (0348-0046), Washington, DC 20503.

Attachment C
Page 1 of 5

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:

SUBMIT REPORT TO SUPERVISOR WITHIN ONE BUSINESS DAY OF INCIDENT		
Reported submitted to:		
Submission completed:	Date:	Time:

Form 116-105 10/30/2025

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT C)

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

Attachment C
Page 2 of 5

SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR							
Client/Person (Last Name, First Name)				RUHS – BH Client ID			
Diagnosis							
1.	ICD-10 Diagnosis:				☐ Primary ☐ Secondary		
2.	ICD-10 Diagnosis:				☐ Primary ☐ Secondary		
3.	ICD-10 Diagnosis:				☐ Primary ☐ 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. <i>Refer to Policy 248.</i> If yes, requires IMMEDIATE filing of report to Regional Manager/Administrator.							
Regional Manager/Administrator Must Be Notified ASAP or within three (3) business days.							
Manager/Administrator Notified:				Date/Time Notified:			

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

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT C)

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

Attachment C
Page 3 of 5

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? ☐ Yes ☐ No		If Yes, Date Requested: _____	
Name of Person who requested report: _____			
Coroner Autopsy Report Needed? ☐ Yes ☐ 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			
☐ Coordination of Care with PCP		☐ Coordination of Care with another service or provider	
☐ Identification of a Substance Use Disorder		☐ Referral to Substance Use or Co-Occurring Disorder Treatment	
☐ Risk Assessment		☐ Follow-up after missed appointment or "No-Show"	
☐ Monitoring of psychotropic medications		☐ Psychotropic Medication Poly-pharmacy	
☐ Prescribing controlled substance to a known substance abuser		☐ Other medication-related issue	
☐ Delay in getting appt. within reasonable time		☐ Case closed without adequate efforts to contact or engage/re-engage client	
☐ Client lost to follow-up/unable to locate		☐ Other Issue(s)	
Review Summary/Comments/Findings			

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

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT C)

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

Attachment C
Page 4 of 5

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

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

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT C)

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

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT D)

RIVERSIDE COUNTY INFORMATION TECHNOLOGY VPN Access Agreement – Vendor

VERSION 1.0 | DATE OF REVISION 2015-08-18



USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

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

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

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

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

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

This includes, but is not limited to:

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

Authorized Vendors are required to:

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

RIVERSIDE COUNTY INFORMATION TECHNOLOGY
VPN Access Agreement – Vendor
VERSION 1.0 | DATE OF REVISION 2015-08-18



USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.

2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

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

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.

4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.

5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.

6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

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

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

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.

8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become

RIVERSIDE COUNTY INFORMATION TECHNOLOGY
VPN Access Agreement – Vendor
VERSION 1.0 | DATE OF REVISION 2015-08-18



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

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

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

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

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT D)

RIVERSIDE COUNTY INFORMATION TECHNOLOGY
VPN Access Agreement – Vendor
VERSION 1.0 | DATE OF REVISION 2015-08-18



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

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

REQUESTING USER SIGNATURE

DATE

AUTHORIZED AGENT OF VENDOR

AGENT NAME
AGENT TITLE
VENDOR NAME

VENDOR AUTHORIZED AGENT SIGNATURE

DATE

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME	Ashley Trevino-Kwong
SUPERVISOR / MANAGER TITLE	Administrative Services Manager
COUNTY AGENCY / DEPARTMENT	RUHS-BH

SUPERVISOR / MANAGER SIGNATURE

DATE

EXHIBIT A: SAMPLE AGREEMENT (ATTACHMENT D)

RIVERSIDE COUNTY INFORMATION TECHNOLOGY

VPN Account Request Form – Vendor

VERSION 1.0 | DATE OF REVISION 2015-11-03



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

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

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Ashley Trevino-Kwong	
TITLE Administrative Services Manager	
COUNTY AGENCY / DEPARTMENT RUHS-Behavioral Health	
EMAIL AJTrevino@ruhealth.org	PHONE 951-358-4739

USER REQUESTING ACCESS

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

ACCOUNT DETAILS

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

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the _____ (the "Underlying Agreement") between the County of Riverside ("County") and _____ ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

1 NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein,
2 the parties agree as follows:

3 1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning
4 as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from
5 time to time.

6 A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of
7 PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the
8 security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

9 (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or
10 disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to
11 be a breach unless Contractor demonstrates that there is a low probability that the PHI has
12 been compromised based on a risk assessment of at least the following four factors:

- 13
- 14 (a) The nature and extent of the PHI involved, including the types of identifiers and the
15 likelihood of re-identification;
 - 16
 - 17 (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 18
 - 19 (c) Whether the PHI was actually acquired or viewed; and
 - 20
 - 21 (d) The extent to which the risk to the PHI has been mitigated.

22 (2) Breach excludes:

- 23
- 24 (a) Any unintentional acquisition, access or use of PHI by a workforce member or person
25 acting under the authority of a covered entity or business associate, if such acquisition,
26 access or use was made in good faith and within the scope of authority and does not
27 result in further use or disclosure in a manner not permitted under subpart E of the
Privacy Rule.
 - 28
 - 29 (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered
30 entity or business associate to another person authorized to access PHI at the same
31 covered entity, business associate, or organized health care arrangement in which
32 County participates, and the information received as a result of such disclosure is not
further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - 33
 - 34 (c) A disclosure of PHI where a covered entity or business associate has a good faith belief
35 that an unauthorized person to whom the disclosure was made would not reasonably
have been able to retain such information.

36 B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not
37 limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf
38 of the business associate.

39 C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by
2 or for a covered entity that may include: the medical records and billing records about
3 individuals maintained by or for a covered health care provider; the enrollment, payment, claims
4 adjudication, and case or medical management record systems maintained by or for a health
5 plan; or, used, in whole or in part, by or for the covered entity to make decisions about
6 individuals.
- 7 E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means
8 protected health information transmitted by or maintained in electronic media.
- 9 F. "Electronic health record" means an electronic record of health-related information on an
10 individual that is created, gathered, managed, and consulted by authorized health care clinicians
11 and staff, and shall have the meaning given such term in 42 USC §17921(5).
- 12 G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- 13 H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected
14 health information.
- 15 I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership,
16 corporation, professional association or corporation, or other entity, public or private.
- 17 J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A
18 and E.
- 19 K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103,
20 which includes ePHI.
- 21 L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- 22 M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services
23 ("HHS").
- 24 N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful
25 unauthorized access, use, disclosure, modification, or destruction of information or interference
26 with system operations in an information system.
- 27 O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts
28 A and C.
- 29 P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate
30 delegates a function, activity, or service, other than in the capacity of a member of the workforce
31 of such business associate.
- 32 Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402
33 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons
34 through use of a technology or methodology specified by the Secretary in the guidance issued
35 under 42 USC §17932(h)(2).

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be
2 prohibited from making.
- 3 D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security
4 Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936.
5 Contractor agrees:
- 6 (1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and
7 only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45
8 CFR §164.508;
- 9 (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to
10 the Underlying Agreement and only if permitted by and in compliance with the requirements
11 of 45 CFR §164.508(a)(3);
- 12 (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of
13 carrying out payment or health care operations, if the individual has requested this restriction
14 pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for
15 the health care item or service to which the PHI solely relates; and,
- 16 (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act
17 that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted
18 by the Underlying Agreement and in compliance with the requirements of a valid
19 authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by
20 County to Contractor for services provided pursuant to the Underlying Agreement.
- 21 **4. Obligations of County.**
- 22 A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions
23 on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's
24 ability to perform its obligations under the Underlying Agreement, or this Addendum.
- 25 B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in,
26 or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such
27 changes or revocation may affect Contractor's ability to perform its obligations under the
28 Underlying Agreement, or this Addendum.
- 29 C. County agrees to make its best efforts to promptly notify Contractor in writing of any known
30 limitation(s) in its notice of privacy practices to the extent that such limitation may affect
31 Contractor's use or disclosure of PHI and/or ePHI.
- 32 D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that
33 would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- 34 E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or
35 ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying
36 Agreement.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI,
2 Contractor agrees to:
- 3 A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of
4 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that
5 are applicable to covered entities in HITECH, as may be amended from time to time.
- 6 B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this
7 Addendum or as required by law. Contractor shall promptly notify County if Contractor is
8 required by law to disclose PHI and/or ePHI.
- 9 C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to
10 ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this
11 Addendum.
- 12 D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or
13 disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- 14 E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum
15 or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which
16 Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR
17 §164.410.
- 18 F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create,
19 receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to
20 the same restrictions and conditions that apply to Contractor with respect to such PHI and/or
21 ePHI, including the restrictions and conditions pursuant to this Addendum.
- 22 G. Make available to County or the Secretary, in the time and manner designated by County or
23 Secretary, Contractor's internal practices, books and records relating to the use, disclosure and
24 privacy protection of PHI received from County, or created or received by Contractor on behalf
25 of County, for purposes of determining, investigating or auditing Contractor's and/or County's
26 compliance with the Privacy Rule.
- 27 H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended
28 purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR
29 §164.502(b)(1).
- 30 I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice
31 or qualified protective order in response to a third party's subpoena, discovery request, or other
32 lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon
33 Contractor's receipt of such request from a third party.
- 34 J. Not require an individual to provide patient authorization for use or disclosure of PHI as a
35 condition for treatment, payment, enrollment in any health plan (including the health plan
36 administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR
37 §164.508(b)(4) and authorized in writing by County.
- 38 K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use,
39 disclosure, or access of PHI and/or ePHI.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and
2 HITECH, as may be amended from time to time.
- 3 M. Comply with the requirements of the Privacy Rule that apply to the County to the extent
4 Contractor is to carry out County's obligations under the Privacy Rule.
- 5 N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of
6 which Contractor becomes aware that constitute a material breach or violation of the
7 subcontractor's obligations under the business associate contract with Contractor, and if such
8 steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if
9 feasible.
- 10 6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- 11 A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained
12 electronically, in a designated record set to County or an individual as directed by County, within
13 five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- 14 B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI
15 in a designated record set County directs or agrees to at the request of an individual, within
16 fifteen (15) days of receiving a written request from County, in accordance with 45 CFR
17 §164.526.
- 18 C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its
19 obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where
20 applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains
21 electronic health records. Contractor shall:
- 22 (1) Document such disclosures of PHI and/or electronic health records, and information related
23 to such disclosures, as would be required for County to respond to a request by an individual
24 for an accounting of disclosures of PHI and/or electronic health record in accordance with 45
25 CFR §164.528.
- 26 (2) Within fifteen (15) days of receiving a written request from County, provide to County or
27 any individual as directed by County information collected in accordance with this section to
28 permit County to respond to a request by an individual for an accounting of disclosures of
29 PHI and/or electronic health record.
- 30 (3) Make available for County information required by this Section 6.C for six (6) years
31 preceding the individual's request for accounting of disclosures of PHI, and for three (3)
32 years preceding the individual's request for accounting of disclosures of electronic health
33 record.
- 34 7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create,
35 receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and
36 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- 37 A. Comply with the applicable requirements of the Security Rule, and implement administrative,
38 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,
39 integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on
40 behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of
2 policies, procedures and documentation requirements with respect to ePHI;
- 3 C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- 4 D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or
5 required under the Privacy Rule;
- 6 E. Ensure compliance with the Security Rule by Contractor's workforce;
- 7 F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive,
8 maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same
9 restrictions and requirements contained in this Addendum and comply with the applicable
10 requirements of the Security Rule;
- 11 G. Report to County any security incident of which Contractor becomes aware, including breaches
12 of unsecured PHI as required by 45 CFR §164.410; and,
- 13 H. Comply with any additional security requirements that are applicable to covered entities in Title
14 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time,
15 including but not limited to HITECH.
- 16 8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with
17 the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not
18 limited to 45 CFR §164.410.
- 19 A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor
20 shall notify County in writing of such breach without unreasonable delay and in no case later
21 than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 22 (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the
23 first day on which such breach is known to Contractor or, by exercising reasonable diligence,
24 would have been known to Contractor, which includes any person, other than the person
25 committing the breach, who is an employee, officer, or other agent of Contractor (determined
26 in accordance with the federal common law of agency).
- 27 (2) **Content of notification.** The written notification to County relating to breach of unsecured
28 PHI shall include, to the extent possible, the following information if known (or can be
29 reasonably obtained) by Contractor:
- 30 (a) The identification of each individual whose unsecured PHI has been, or is reasonably
31 believed by Contractor to have been accessed, acquired, used or disclosed during the
32 breach;
- 33 (b) A brief description of what happened, including the date of the breach and the date of the
34 discovery of the breach, if known;
- 35 (c) A description of the types of unsecured PHI involved in the breach, such as whether full
36 name, social security number, date of birth, home address, account number, diagnosis,
37 disability code, or other types of information were involved;

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 (d) Any steps individuals should take to protect themselves from potential harm resulting
2 from the breach;
- 3 (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm
4 to individuals, and to protect against any further breaches; and,
- 5 (f) Contact procedures for individuals to ask questions or learn additional information, which
6 shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 7 **B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor
8 shall cooperate with County and shall provide County with any information requested by County
9 to enable County to fulfill in a timely manner its own reporting and notification obligations,
10 including but not limited to providing notice to individuals, prominent media outlets and the
11 Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- 12 **C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals,
13 Contractor shall maintain a log or other documentation of such breaches and provide such log or
14 other documentation on an annual basis to County not later than fifteen (15) days after the end of
15 each calendar year for submission to the Secretary.
- 16 **D. Delay of notification authorized by law enforcement.** If Contractor delays notification of
17 breach of unsecured PHI pursuant to a law enforcement official's statement that required
18 notification, notice or posting would impede a criminal investigation or cause damage to national
19 security, Contractor shall maintain documentation sufficient to demonstrate its compliance with
20 the requirements of 45 CFR §164.412.
- 21 **E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the
22 Contractor's failure to comply with one or more of its obligations under this Addendum and/or
23 the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to
24 pay any and all costs associated with providing all legally required notifications to individuals,
25 media outlets, and the Secretary. This provision shall not be construed to limit or diminish
26 Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this
27 Addendum.
- 28 **F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of
29 PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to
30 demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164,
31 Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's
32 completed risk assessment and investigation documentation.
- 33 **G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only
34 if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or
35 hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical
36 information under the more stringent requirements of California Health & Safety Code §1280.15.
37 For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California
38 Health & Safety Code §1280.15(j)(2).
- 39 (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and
40 to the California Department of Public Health ("CDPH") in a timely manner under the
41 California Health & Safety Code §1280.15.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

(2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

1 10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI
2 and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of
3 County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI,
4 protections are extended to such information, in accordance with section 11.B of this Addendum.

5 11. **Termination.**

6 A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either
7 party shall constitute a material breach of the Underlying Agreement and will provide grounds
8 for terminating this Addendum and the Underlying Agreement with or without an opportunity to
9 cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary.
10 Either party, upon written notice to the other party describing the breach, may take any of the
11 following actions:

12 (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other
13 party breaches a material provision of this Addendum.

14 (2) Provide the other party with an opportunity to cure the alleged material breach and in the
15 event the other party fails to cure the breach to the satisfaction of the non-breaching party in
16 a timely manner, the non-breaching party has the right to immediately terminate the
17 Underlying Agreement and this Addendum.

18 (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the
19 request of the non-breaching party, shall implement, at its own expense, a plan to cure the
20 breach and report regularly on its compliance with such plan to the non-breaching party.

21 B. **Effect of Termination.**

22 (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in
23 writing by County, destroy all PHI and/or ePHI received from County, or created or received
24 by the Contractor on behalf of County, and, in the event of destruction, Contractor shall
25 certify such destruction, in writing, to County. This provision shall apply to all PHI and/or
26 ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall
27 retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this
28 section.

29 (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is
30 not feasible, Contractor shall provide written notification to County of the conditions that
31 make such return or destruction not feasible. Upon determination by Contractor that return
32 or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of
33 this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI
34 and/or ePHI to those purposes which make the return or destruction not feasible, for so long
35 as Contractor maintains such PHI and/or ePHI.

36 12. **General Provisions.**

37 A. **Retention Period.** Whenever Contractor is required to document or maintain documentation
38 pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years
39 from the date of its creation or as otherwise prescribed by law, whichever is later.

EXHIBIT B: HIPAA BUSINESS ASSOCIATE ADDENDUM

- 1 B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum
2 from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security
3 Rule, and HIPAA generally.
- 4 C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this
5 Addendum shall survive the termination or expiration of this Addendum.
- 6 D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH,
7 HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- 8 E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying
9 Agreement that conflict or appear inconsistent with any provision in this Addendum.
- 10 F. **Interpretation of Addendum.**
- 11 (1) This Addendum shall be construed to be part of the Underlying Agreement as one document.
12 The purpose is to supplement the Underlying Agreement to include the requirements of the
13 Privacy Rule, Security Rule, HIPAA and HITECH.
- 14 (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to
15 permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH
16 generally.
- 17 G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to
18 the terms of this Addendum shall be made in writing and delivered to the County both by fax and
19 to both of the addresses listed below by either registered or certified mail return receipt requested
20 or guaranteed overnight mail with tracing capability, or at such other address as County may
21 hereafter designate. All notices to County provided by Contractor pursuant to this Section shall
22 be deemed given or made when received by County.
- 23 County HIPAA Privacy Officer: Privacy Officer
- 24 County HIPAA Privacy Officer Address: 26520 Cactus Ave.
25 Moreno Valley, CA 92555
- 26 County HIPAA Privacy Officer Phone Number: (951) 486-6471
- 27 ----- TO BE COMPLETED BY COUNTY PERSONNEL ONLY -----
- 28 County Departmental Officer: _____
- 29 County Departmental Officer Title: _____
- 30 County Department Address: _____
- 31 County Department Fax Number: _____