

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

953



FROM: Riverside University Health System - Behavioral Health

SUBMITTAL DATE:

SUBJECT: Approval of the Contract Aggregate and Agreements to Provide Locum Tenens Services, (District: All) [\$7,350,000 - Annually], [\$14,700,000 – Total for Two Years], 50% State, 50% Federal

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Locum Tenens agreement templates attached as Exhibits A and B;
2. Ratify and authorize the Purchasing Agent to sign the Locum Tenens Agreements with Jackson & Coker, LocumTenens.com, LLC and Vista Staffing Solutions for an aggregate amount of \$7,350,000 for the term July 1, 2016 through June 30, 2017; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to: a) sign renewals and amendments that do not change the substantive terms of the agreements; b) move the allocated funds among the vendors; and c) sign amendments to the compensation provisions that do not exceed 10% of the annual aggregate amount of \$7,350,000 per year through June 30, 2018.

(Continued on page 2)

SS:jb

Maria T. Mabey

Maria T. Mabey, Assistant Director
for Steve Steinberg, Behavioral Health Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 7,350,000	\$ 7,350,000	\$ 14,700,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 50% State, 50% Federal				Budget Adjustment: NO	
				For Fiscal Year: 16/17 – 17/18	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Christopher M. Hans*

Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 DATE: 7/14/16
 BY: Karin L. Watts-Bazan
 Departmental Concurrence
 Purchasing & Fleet Services
 Teresa Summers, Assistant Director
 A-30
 4/5 Vote
 Positions Added
 Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-43

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Contract Aggregate and Agreements to Provide Locum Tenens Services, (District: All) [\$7,350,000 - Annually], [\$14,700,000 – Total for Two Years], 50% State, 50% Federal

DATE:

PAGE: Page 2 of 3

BACKGROUND:

Summary

Despite an ongoing psychiatrist recruitment program and consistent utilization of advanced step placements for qualified new hires, RUHS-BH continues to experience serious difficulty in recruiting psychiatrists to fill permanent vacant positions. The current vacancy rate is approximately 35%. Locum Tenens providers offer a pool of qualified independent contractors to provide RUHS-BH with temporary psychiatrists at clinic sites to meet emergent or unanticipated needs when there are serious gaps in psychiatric services due to work force shortages. Since 2013, Riverside University Health System – Behavioral Health (RUHS-BH) has contracted with Jackson & Coker Locum Tenens to provide psychiatrists at its outpatient clinics on a temporary or intermittent basis to perform evaluations, mediation support and other psychiatric treatment services to seriously mentally ill adults, seriously emotionally disturbed children, adolescents and their families.

In addition to its outpatient clinics, RUHS-BH determined additional locum tenens providers were needed to staff the Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS).

RUHS-BH in conjunction with Riverside County Purchasing, conducted a Request for Qualifications (RFQu) to establish a pool of Locum Tenens providers. Six (6) providers submitted quotes and it was determined that LocumTenens.com, Vista Staffing and Jackson & Coker Locum Tenens were the most responsive, responsible bidders based on the rates submitted for various positions.

RUHS-BH would like authority to contract with these providers as follows:

- Execution of a new Agreement effective July 1, 2016 with Jackson and Coker in the form attached as Exhibit "A". This would replace the agreement previously authorized by the Board with this firm beginning in 2013.
- Execution of new Agreements effective July 1, 2016 with LocumTenens.com and Vista Staffing in the form attached as Exhibit "B"..

The proposed initial maximum contract awards would be as follows:

Contractor	Contract Amount
Jackson & Coker Locum Tenens	\$5,200,000
LocumTenens.com	\$1,000,000
Vista Staffing	\$1,000,000
Reserve	\$150,000
Total Aggregate Amount	\$7,350,000

Authority for the Purchasing Agent to reallocate these awards, within the authorized total, based on the vendors' actual ability to make psychiatrists available at required times is also requested.

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

FORM 11: Approval of the Contract Aggregate and Agreements to Provide Locum Tenens Services, (District: All) [\$7,350,000 - Annually], [\$14,700,000 – Total for Two Years], 50% State, 50% Federal

DATE:

PAGE: Page 3 of 3

Impact on Citizens and Businesses

Approval of the locum tenens providers will enable RUHS-BH to handle critical workforce shortages, meet emergent or unanticipated treatment needs and continually provide access to high quality mental health care.

Contract History and Price Reasonableness

The RFQu Locum tenens rates range from \$195 to \$244 per hour for outpatient clinics and \$200 to \$269 per hour for evening and weekend shifts at ITF and ETS. The rates are all-inclusive (travel/lodging, if applicable) and are consistent with the rates for surrounding counties. The aggregate is comprised of salary savings from the vacant Psychiatrist positions and there are sufficient appropriations in the FY16/17 budget. No additional County funds are required.

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the 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 55 and Exhibits A, B, C, and Schedule I or K attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: _____

Print Name

Date: _____

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By:  _____

COUNTY

By: _____

John J. Benoit, Chairman
Board of Supervisors

Date: _____

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EXHIBIT A

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Schedule I

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 (if applicable) and any other exhibits, attachments or addendums attached hereto and by this reference incorporated herein to this Agreement.

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of July 1, 2016, and continue in effect through June 30, 2017. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to one (1) additional year, subject to the availability of funds and satisfactory performance of services.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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 or Schedule K, attached hereto and by this reference incorporated herein to this Agreement. CONTRACTOR agrees to submit their National Provider Identification (NPI) and other support or required documentation to the COUNTY prior to reimbursement be processed by the COUNTY.

B. Restrictions On Salaries

1 CONTRACTOR agrees that no part of any federal funds provided under this
2 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the
3 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.
4 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall
5 be responsible for making sure that their organization is in full compliance with all
6 applicable Federal, State, County or local salary restrictions in conjunction with
7 performing the services herein.
8

9 C. Union Organizing

- 10 1. CONTRACTOR will not assist, promote, or deter union organizing by
11 employees performing work on a state service contract, including a public
12 works contract.
13
- 14 2. CONTRACTOR will not, for any business conducted under this Agreement,
15 use any state property to hold meetings with employees or supervisors, if the
16 purpose of such meetings is to assist, promote or deter union organizing unless
17 the state property is equally available to the general public for holding
18 meetings.
19
- 20 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
21 or deter union organizing, CONTRACTOR will maintain records sufficient to
22 show that no reimbursement from state funds has been sought for these costs,
23 and the CONTRACTOR shall provide those records to the County and then to
24 the Attorney General upon request.
25

26 D. Lobbying And Restrictions And Disclosures Certification
27
28

1 Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section
2 1352 and 45 C.F.R. Part 93:

3 1. Certification and Disclosure Requirements

4 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-
5 contract, grant or sub-grant, which is subject to 31 U.S.C. Section 1352,
6 and which exceeds \$100,000 at any tier, shall file a certification (in the
7 form set forth in by the COUNTY), consisting of one page, entitled
8 "Certification Regarding Lobbying" that the recipient has not made,
9 and will not make, any payment prohibited by sub-section B of this
10 provision.
11

12 b. CONTRACTOR shall file a disclosure (in the form set forth by the
13 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
14 Activities") if any funds other than federally appropriated funds have
15 been paid or will be paid to any person for influencing or attempting to
16 influence any officer or employee of any agency, a Member of
17 Congress, an officer or employee of Congress, or any employee of a
18 Member of Congress in connection with this federal grant.
19

20 c. CONTRACTOR shall require that the language of this certification be
21 included in the award documents for all sub-awards at all tiers
22 (including subcontracts, sub-grants, and contracts under grants, loans
23 and cooperative agreements) and that all sub-recipients shall certify and
24 disclose accordingly.
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1 d. CONTRACTOR shall file a disclosure form at the end of each calendar
2 quarter in which there occurs any event that requires disclosure or that
3 materially affect the accuracy of the information contained in any
4 disclosure form previously filed by such person under Paragraph 1(a)
5 herein. An event that materially affects the accuracy of the information
6 reported includes:

7
8 (i) A cumulative increase \$25,000, or more in the amount paid or
9 expected to be paid for influencing or attempting to influence a
10 covered federal action;

11 (ii) A change in the person(s) or individual(s) influencing or
12 attempting to influence a covered federal action;

13 (iii) A change in the officer(s), employee(s), or member(s) contacted
14 for the purpose of influencing or attempting to influence a covered
15 federal action;

16 (iv) CONTRACTOR who requests or receives from a person referred
17 to in Paragraph 1(a) of this provision a contract, subcontract, grant
18 or sub-grant exceeding \$100,000 at any tier under a contract or
19 grant shall file a certification, and a disclosure form, if required, to
20 the next tier above; and,

21 (v) All disclosure forms (but no certifications) shall be forwarded from
22 tier to tier until received by the entity referred to in Paragraph 1(a)
23 of this provision. The CONTRACTOR shall forward all disclosure
24
25
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1 forms to the COUNTY in order for the COUNTY to forward to
2 Program/Regional Administrator.

3 E. Prohibition

4 31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be
5 expended to pay any person influencing or attempting to influence an officer or
6 employee of any agency, a Member of Congress, an officer or employee of
7 Congress, or an employee of a Member of Congress in connection with any of the
8 following covered federal actions: the awarding of any federal contract, the making
9 of any federal grant, the making of any federal loan, entering into any cooperative
10 agreement, and the extension, continuation, renewal, amendment, or modification of
11 any federal contract, grant, loan or cooperative agreement.
12
13

14 F. National Provider Identifier (NPI)

15 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs
16 must be submitted to the Riverside University Health System - Behavioral Health
17 (RUHS-BH) Information Services Unit prior to rendering services to clients.
18 Contractors providing direct or indirect services for State reporting must also submit
19 rendering (individual) provider NPIs to RUHS-BH Information Services Unit for each
20 staff member providing Medi-Cal billable services. Contractor reimbursement will not
21 be processed unless NPIs are on file with RUHS-BH in advance of providing services
22 to clients. It is the responsibility of each contract provider site and individual staff
23 member that bills Medi-Cal to obtain an NPI from the National Plan and Provider
24 Enumeration System (NPPES). Each contract site, as well as every staff member that
25 provides billable services, is responsible for notifying the National Plan & Provider
26
27
28

1 Enumeration System (NPPES) within 30 days of any updates to personal information
2 (worksite address, name changes, taxonomy code changes, etc.).

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

5 Pursuant to Welfare & Institutions Code (WIC), Section 5608 services hereunder shall
6 be provided by CONTRACTOR under the general supervision of the COUNTY Director of
7 Behavioral Health, hereinafter called DIRECTOR, or his authorized designee.
8

9 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY
10 Contract Monitoring Team, COUNTY Case Management Staff, and other authorized
11 County, Federal and/or State representatives, the right to enter the program facilities
12 during operating hours to monitor client well-being and the right to review and
13 monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or
14 procedures during operating hours.
15

- 16 1. In exercising the right to review or monitor CONTRACTOR's administrative,
17 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
18 shall enforce Agreement provisions and applicable COUNTY policies, identified
19 throughout this Agreement, including those related to threats and violent behavior
20 or harassment in the workplace concerning its employees.
21
22 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
23 to have access to all COUNTY consumers, to collaborate with treating staff, and to
24 review necessary documents to ensure that the consumer has received all necessary
25 assessments, all necessary treatment planning with measurable goals, and
26 documented progress towards goals.
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3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer 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 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 and the basis for the finding of noncompliance.

1. Within thirty (30) days of receiving notification, the CONTRACTOR shall provide a written plan of corrective action addressing the non-compliance.

2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall suspend other punitive actions in order to give the CONTRACTOR the opportunity to come into compliance.

3. If the COUNTY determines CONTRACTOR has failed to implement corrective action, funds may be withheld until compliance is achieved.

4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation and interview of witnesses. Failure to cooperate or take corrective action may result in termination of this Agreement.

C. CONTRACTOR agrees that any duly authorized representative of the Federal, the State, COUNTY or local government shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous year's Agreements.

- 1 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
2 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
3 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
4 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
5 during this period for services provided under the terms of this Agreement will be
6 regarded as revenue received and deducted as such from the final reimbursement
7 claim.
8
- 9 E. Any audit exception resulting from an audit conducted by any duly authorized
10 representative of the Federal Government, the State or County shall be the
11 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
12 paid in full upon demand or withheld at the discretion of the DIRECTOR against
13 amounts due under this Agreement or previous year's Agreement(s).
14
- 15 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
16 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
17 report summarizing the results of the site visit. If discrepancies are noted during the
18 Contract Monitoring, a Corrective Plan of Action will be submitted by
19 CONTRACTOR within thirty (30) calendar days of receipt of the report.
20 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in
21 withholding of payment until the Corrective Plan of Action is received.
22
- 23 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
24 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
25 funding if and when required for material non-compliance as it pertains to any
26 provision of this Agreement.
27
28

V

STATUS OF CONTRACTOR:

1
2
3 A. CONTRACTOR acknowledges that this Agreement is by and between the
4 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
5 create the relationship of agent, servant, employee, partnership, joint venture, or
6 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
7 shall at all times be deemed to be, an independent CONTRACTOR and shall be
8 wholly responsible for the manner in which it performs the services required.
9 CONTRACTOR assumes the exclusive responsibility for the acts of its employees
10 or agents as they relate to services to be provided. CONTRACTOR shall bear the
11 sole responsibility and liability for furnishing workers' compensation benefits to any
12 of its employees, agents and/or subcontractors for any injuries arising from or
13 connected with services performed on behalf of COUNTY pursuant to this
14 Agreement.
15

16
17 B. CONTRACTOR certifies that it will comply with all applicable state and federal
18 labor laws and regulations, including, but not limited to, those issued by the
19 Occupational Safety and Health Administration (OSHA) of the U.S. Department of
20 Labor, and California Division of Occupational Safety and Health. CONTRACTOR
21 is responsible for payment and deduction of all employment-related taxes on
22 CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not
23 limited, to all Federal, State and applicable local income taxes and withholdings.
24 COUNTY shall not be required to make any deductions from compensation payable
25 to CONTRACTOR for these purposes.
26
27
28

1 C. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
2 made against COUNTY based upon any contention by a third party that an
3 employer-employee relationship exists by reason of this Agreement.

4 D. CONTRACTOR shall indemnify COUNTY for any and all federal or state
5 withholding or retirement payments, which COUNTY may be required to make
6 pursuant to federal or state law.

7
8 E. CONTRACTOR shall maintain on file at all times, and as deemed applicable and
9 appropriate for CONTRACTOR, the following, but not limited to, organization
10 status related documentation:

- 11 1. Articles of Incorporation;
- 12 2. Any and all Amendment of Articles;
- 13 3. List of Agency's Board of Directors and Advisory Board;
- 14 4. A resolution indicating who is empowered to sign all contract documents
15 pertaining to the agency;
- 16 5. By-laws and minutes of Board meetings; and
- 17 6. All applicable Federal, State and County licenses and certificates.

18
19 F. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,
20 control, and relationship information as required in 42 C.F.R. Sections 455.101 and
21 455.104.
22

23
24 VI

25 ADMINISTRATIVE CHANGE IN STATUS:

26 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
27 a detailed description of the change must be submitted to COUNTY in writing at
28

1 least sixty (60) days prior to the effective date of the change. A change in status is
2 defined as, but is not limited to, a name change not amounting to a change of
3 ownership, a change in the name of the individual authorized to sign contract
4 documents, moving a facility's service location within the same region, closing a
5 facility with services being offered in another already existing contracted facility, or
6 change in services offered without an increase to the Agreement maximum. Other
7 changes to the Agreement may result in a more formal Agreement amendment.
8 Involuntary changes of status due to disasters should be reported to the COUNTY as
9 soon as possible.
10

11 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
12 beginning of each fiscal year and upon execution of the CONTRACTOR'S
13 Agreement, emergency and/or after hour contact information for the
14 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour
15 contact information shall include, but is not limited to, first and last name of
16 emergency and/or after hour contact, telephone number, cellular phone number, and
17 applicable address(s). CONTRACTOR shall provide this information to the
18 COUNTY at the same time the CONTRACTOR provides the COUNTY with annual
19 insurance renewals and/or changes to insurance coverage.
20

21 C. CONTRACTOR shall be responsible for updating this information, immediately and
22 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
23 information occurs during the fiscal year or prior to the end of the fiscal year.
24 Written CONTRACTOR'S updates of this information shall be provided to the
25 COUNTY in accordance with Section XXXI, NOTICES, of this Agreement.
26
27
28

1 D. If there are any CONTRACTOR administrative changes, such as signatory authority,
2 management, site addresses, business locations, remittance addresses, tax
3 identification numbers, business ownership, etc., a letter, on CONTRACTOR's
4 letterhead and signed by the CONTRACTOR's Chairman of the Board or President
5 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's
6 Board minutes authorizing the change(s), the appropriate documentation must be
7 submitted to COUNTY within two weeks of the change.
8

9 VII

10 DELEGATION AND ASSIGNMENT:

- 11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
12 part, without prior written consent of COUNTY; provided, however, obligations
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
14 means of subcontracts, provided such subcontracts are approved in writing by the
15 DIRECTOR (or his designee) prior to CONTRACTOR'S finalization of the
16 subcontract, meet the requirements of this Agreement as they relate to the service or
17 activity under subcontract, and include any provisions that the DIRECTOR may
18 require.
19
20 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
21 COUNTY pursuant to this Agreement.
22
23 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
24 without the prior written consent of COUNTY. Any attempted assignment or
25 delegation in derogation of this paragraph shall be void.
26
27
28

1 D. Any change in the corporate or business structure of CONTRACTOR, such as a
2 change in ownership or majority ownership change resulting in a change to the
3 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

4 VIII

5 ALTERATION:

6 No alteration or variation of the terms of this Agreement shall be valid unless made
7 in writing and signed by the parties hereto. No oral understanding or agreement not
8 incorporated herein, shall be binding on any of the parties hereto unless specifically made
9 in writing by both parties hereto.
10

11 IX

12 LICENSES:

- 13
- 14 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
15 necessary licenses, permits, approvals, certifications, waivers, and/or exemptions
16 necessary to provide the services outlined herein, for its business to operate, and for
17 personnel to provide services hereunder, and as required by all applicable laws and
18 regulations set forth by the Federal, State, County and local governments, and all
19 other appropriate governmental agencies.
20
- 21 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
22 waivers, and exemptions, etc. throughout the term of this Agreement.
23
- 24 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
25 writing of its inability to maintain, irrespective of the pendency of an appeal of such
26 licenses, permits, approvals, certifications, waivers or exemptions.

27 X

INDEMNIFICATION:

1
2 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
3 Districts, and Departments of the County of Riverside, their respective directors, officers,
4 Board of Supervisors, employees, agents, elected and appointed officials and representatives
5 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
6 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
7 property damage, bodily injury, or death or any other element of damage of any kind or
8 nature resulting from any acts or failure to act or omission on the part of the
9 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
10 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
11 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
12 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
13 officials and representatives in any legal claim or action based upon such alleged acts, failure
14 to act or omissions.
15

16
17 COUNTY shall indemnify Contractor against any claim, demands, or liability arising
18 from damage to property, and injuries to persons, which may arise out of or because of
19 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only
20 in proportion to and to the extent such claim demands, damages or liability are caused by, or
21 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or
22 employee.
23

XIINSURANCE:

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25
26
27 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
28 hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following

1 insurance coverage during the term of this Agreement. With respect to the insurance section
2 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
3 Districts, and Departments, their respective directors, officers, Board of Supervisors,
4 employees, elected or appointed officials, agents, or representatives as Additional Insureds.

5 A. Workers' Compensation

6 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
7 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
8 of the State of California. Policy shall include Employers' Liability (Coverage B)
9 including Occupational Disease with limits not less than \$1,000,000 per person per
10 accident. Policy shall be endorsed to waive subrogation in favor of the COUNTY OF
11 RIVERSIDE.
12 RIVERSIDE.

13
14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to, premises
16 liability, unmodified contractual liability, products and completed operations liability,
17 personal and advertising injury, and cross liability coverage, covering claims which may
18 arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy
19 shall name the COUNTY OF RIVERSIDE as an Additional Insured. Policy's limit of
20 liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
21 insurance contains a general aggregate limit, it shall apply separately to this Agreement
22 or be no less than two (2) times the occurrence limit.
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25 C. Vehicle Liability

26 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile
27 equipment used in the performance of the obligations under this Agreement in an amount
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1 not less than \$1,000,000 per occurrence combined single limit. If such insurance
2 contains a general aggregate limit, it shall apply separately to this Agreement or be no
3 less than two (2) times the occurrence limit. Policy shall name the COUNTY OF
4 RIVERSIDE as Additional Insured.

5 D. Professional Liability

6 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
7 CONTRACTOR'S performance of work included within this Agreement, with a limit of
8 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
9 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis
10 rather than on an 'occurrence' basis, such insurance shall continue through the term of this
11 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
12 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)
13 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
14 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
15 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
16 CONTRACTOR has maintained continuous coverage with the same or original insurer.
17 Coverage provided under this section shall continue for a period of five (5) years beyond
18 the termination of this Agreement.

19 E. General Insurance Provisions - All Lines

- 20 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
21 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
22 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
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1 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
2 waiver is only valid for that specific insurer and only for one policy term.

3 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed
5 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
6 written consent of the COUNTY Risk Manager before the commencement of
7 operations under this Agreement. Upon notification of deductibles or self insured
8 retentions which are deemed unacceptable to the COUNTY, at the election of the
9 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
10 eliminate such deductibles or self-insured retentions with respect to this Agreement
11 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
12 related investigations, claims administration, defense costs and expenses.

13 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
14 Riverside with 1) a properly executed original Certificate(s) of Insurance and
15 certified original copies of Endorsements effecting coverage as required herein; or,
16 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
17 original Certified copies of policies including all Endorsements and all attachments
18 thereto, showing such insurance is in full force and effect. Further, said
19 Certificate(s) and policies of insurance shall contain the covenant of the insurance
20 carrier(s) shall provide no less than thirty (30) days written notice be given to the
21 County of Riverside prior to any material modification or cancellation of such
22 insurance. In the event of a material modification or cancellation of coverage, this
23 Agreement shall terminate forthwith, unless the County of Riverside receives, prior
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1 to such effective date, another properly executed original Certificate of Insurance
2 and original copies of endorsements or certified original policies, including all
3 endorsements and attachments thereto evidencing coverage and the insurance
4 required herein is in full force and effect. Individual(s) authorized by the insurance
5 carrier to do so on its behalf, shall sign the original endorsements for each policy and
6 the Certificate of Insurance. Certificates of insurance and certified original copies of
7 Endorsements effecting coverage as required herein shall be delivered to Riverside
8 University Health System – Behavioral Health, P.O. Box 7549, Riverside, CA
9 92513-7549, Contracts Division. CONTRACTOR shall not commence operations
10 until the County of Riverside has been furnished original Certificate(s) of Insurance
11 and certified original copies of endorsements or policies of insurance, including all
12 endorsements and any and all other attachments as required in this Section.

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14
15 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
16 insurance company(s), that the Certificate(s) of Insurance and policies shall so
17 covenant and shall be construed as primary insurance, and the COUNTY'S
18 insurance and/or deductibles and/or self-insured retentions or self-insured programs
19 shall not be construed as contributory.
20
21 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
22 tiers of subcontractors working under this Agreement.
23
24 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
25 constitute a material breach of the Agreement upon which COUNTY may
26 immediately terminate or suspend this Agreement.
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XII

LIMITATION OF COUNTY LIABILITY:

Notwithstanding any other provision of this Agreement, the liability of COUNTY shall not exceed the amount of funds appropriated in the support of this Agreement by the California Legislature.

XIII

WARRANTY AGAINST CONTINGENT FEES:

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For CONTRACTOR'S breach or violation of this warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIV

NONDISCRIMINATION:

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, national origin, age, sexual preference, and marital status, physical, sensory, cognitive or mental disabilities. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or

1 recruitment advertising; layoff or termination; rate of pay or other forms of
2 compensation; and selection for training, including apprenticeship. There shall
3 be posted in conspicuous places, available to employees and applicants for
4 employment, notices from DIRECTOR, or his designee, and/or the United
5 States Equal Employment Opportunity Commission setting forth the provisions
6 of this Section.
7

- 8 2. All solicitations or advertisements for recruitment of employment placed by or
9 on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to race, religion, color,
11 creed, gender, national origin, age, sexual preference, marital status or
12 physical, sensory, cognitive or mental disabilities.
13
- 14 3. Each labor union or representative of workers with which CONTRACTOR has
15 a collective bargaining agreement or other contract or understanding must post
16 a notice advising the labor union or worker's representative of the
17 commitments under this Nondiscrimination Section and shall post copies of the
18 notice in conspicuous places available to employees and applicants for
19 employment.
20
- 21 4. In the event of noncompliance with this section or as otherwise provided by
22 State and Federal law, this Agreement may be terminated or suspended in
23 whole or in part and CONTRACTOR may be declared ineligible for future
24 contracts involving Federal, State or COUNTY funds.
25

26 B. Services, Benefits, and Facilities
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1. CONTRACTOR certifies that CONTRACTOR and any or all of its Subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, national origin, age, sexual preference, marital 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.]; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 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; provisions of the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code Section 12900 et seq.) and 2, C.C.R. Section 7285.0 et seq.; Section 11135 et seq.; and, 9 C.C.R. Section 10800 et seq.
2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual preference, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit;

1 and/or treating any individual differently from others in determining whether
2 such individual satisfied any admission, enrollment, eligibility, membership, or
3 other requirement or condition which individuals must meet in order to be
4 provided any service or benefit.

- 5 3. CONTRACTOR shall further establish and maintain written procedures under
6 which any person, applying for or receiving services hereunder, may seek
7 resolution from CONTRACTOR of a complaint with respect to any alleged
8 discrimination in the provision of services by CONTRACTOR'S personnel.
9 Such procedures shall also include a provision whereby any such person, who
10 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred
11 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the
12 purpose of presenting his or her complaint of alleged discrimination. Such
13 procedures shall also indicate that if such person is not satisfied with
14 COUNTY'S resolution or decision with respect to the complaint of alleged
15 discrimination, he or she may appeal the matter to the California Department
16 of Health Care Services. CONTRACTOR will maintain a written log of
17 complaints for a period of seven (7) years.
- 18 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
19 Division 1 of the California Code of Regulations.
- 20 5. CONTRACTOR will store and dispense medications in compliance with all
21 applicable State and Federal laws and regulations and COUNTY'S
22 "Medication Guidelines," available from the COUNTY Quality Improvement-
23 Outpatient Division.
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- 1 6. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
2 Checklist for Accessibility must be submitted as a part of the application
3 process requirement for contracting.
- 4 7. CONTRACTORS that relocate must find space that is accessible.
5 CONTRACTORS that renovate their existing space must meet accessibility
6 standards in order to maintain funding, certification or licensure.
7
- 8 8. CONTRACTORS that are not currently accessible to people with disabilities
9 must have a written and posted referral policy and plan developed in
10 conjunction with the RUHS-BH Program Administration and consumers must
11 be provided with a copy of this policy.
12
- 13 9. Existing facilities must provide a current written ADA/504 (Access to
14 Services) Plan to the County at each renewal, including a current Disability
15 Admission and Referral Policy developed in conjunction with the RUHS-BH
16 Administration.
17

18 XV

19 PERSONS WITH DISABILITIES:

20 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
21 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable
22 Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part
23 84), and all guidelines and interpretations issued pursuant thereto. No qualified person
24 with a disability shall, on the basis of their disability be excluded from participation, be
25 denied the benefits of, or otherwise be subjected to discrimination under any program,
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1 service activity or employment opportunity provided by programs licensed or certified
2 under this Agreement.

3 XVI

4 REPORTS:

5 A. CONTRACTOR shall participate in the COUNTY'S Management Information
6 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
7 shall report to the program, applicable client and staff related data regarding the
8 CONTRACTOR'S program by the fifth (5th) working day of the following month.

9
10 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
11 as specified and/or required by the COUNTY, State Department of Mental Health and
12 Federal guidelines. COUNTY may provide additional instructions on reporting
13 requirements.

14
15 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the 9
16 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the
17 CONTRACTOR shall make a telephonic report to the State department licensing staff
18 (hereinafter "State") within one (1) working day. The telephonic report is to be
19 followed by a written report to the COUNTY within twenty-four (24) hours of the
20 incident and within seven (7) days of the event to the State. If a report to local
21 authorities exists which meets the requirements cited, a copy of such a report will suffice
22 for the written report required by the State.

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25 1. Events reported shall include:

- 26 a. Death of any resident from any cause;
- 27 b. Any facility related injury of any resident that requires medical treatment;
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- c. All cases of communicable disease reportable under 17 C.C.R. Section 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. Residents' name, age, sex, and date of admission;
- b. Date, time and nature of the event;
- c. Attending physician's name, findings and treatment, if any; and,
- d. The items below shall be reported to the State within ten (10) working days following the occurrence:
 - (i) The organizational changes specified in Section 10531(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.

D. 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.

E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State,

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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.

F. As Mental Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:

- 1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative services if, when and where applicable;
 - 2. Ensure that CONTRACTOR refers clients 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 Mental Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the client has no objection.

XVII

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, Title 42 Code of Federal Regulations, Part 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to

1 cooperate in accordance with the terms and intent of this Agreement for implementation of
2 relevant law(s) and/or regulation(s) promulgated under this law.

3 XVIII

4 CONFIDENTIALITY:

5 CONTRACTOR shall maintain the confidentiality of all client identifying
6 information contained in records, including but not limited to patient/client records/charts,
7 billing records, research and client identifying reports, and the COUNTY'S client
8 management information system (ELMR) in accordance with WIC Sections 14100.2 and
9 5328 et seq., 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., the
10 Health Insurance Portability and Accountability Act of 1996 including, but not limited to,
11 45 C.F.R. Parts 142; 160, 162 and 164, and all other applicable COUNTY, State and
12 Federal laws, regulations, ordinances and directives relating to confidentiality and security
13 of client records and information.
14

15
16 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
17 identifying information obtained or generated in the course of providing services
18 pursuant to this Agreement except for non-identifying statistical information. The
19 CONTRACTOR shall not use identifying information for any purpose other than
20 carrying out the CONTRACTOR'S obligations under this Agreement.
21

22 B. The CONTRACTOR shall not disclose confidential client identifying information
23 except as authorized by client, clients' legal representative or as permitted by Federal
24 or State law, to anyone other than the COUNTY or State without prior valid
25 authorization from the client or clients' legal representative in accordance with State
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1 and Federal laws. Any disclosures made shall be logged and the log maintained in
2 accordance with State and Federal law.

3 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
4 beneficiaries for copies of bills or other documents, CONTRACTOR will provide the
5 COUNTY with a copy of any document released as a result of such request, and will
6 provide the name, address and telephone number of the requesting party.
7

8 D. For purposes of the above paragraphs, identifying information is considered to be any
9 information that reasonably identifies an individual and their past, present, or future
10 physical or mental health or condition. This includes, but is not limited to, any
11 combination of the person's name, address, Social Security Number, date of birth,
12 identifying number, symbol, or other identifying particular assigned to the individual,
13 such as fingerprint or photograph.
14

15 E. Notification of Electronic Breach or Improper Disclosure

16 During the term of this Agreement, CONTRACTOR shall notify COUNTY,
17 immediately upon discovery of any breach of Protected Health Information (PHI)
18 and/or data where the information and/or data is reasonably believed to have been
19 acquired by an unauthorized person. Immediate notification shall be made to the
20 COUNTY Behavioral Health Compliance Officer within two (2) business days of
21 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective
22 action to cure any deficiencies and any action pertaining to such unauthorized
23 disclosures as required by applicable Federal, State and or County laws and
24 regulations. The CONTRACTOR shall investigate such breach and provide a written
25 report of the investigation to the COUNTY Behavioral Health Compliance Officer,
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1 postmarked within thirty (30) working days of the discovery of the breach to the
2 address as follows:

3 Attention: Behavioral Health Compliance Officer
4 Riverside University Health System - Behavioral Health
5 P.O. Box 7549
6
7 Riverside, CA 92513

8 If the security breach requires notification under Civil Code section 1798.82,
9 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
10 to such unauthorized disclosure required by applicable, Federal, State and/or County
11 laws and regulations.

12
13 F. Safeguards

14 The CONTRACTOR shall implement administrative, physical, and technical
15 safeguards that reasonably and appropriately protect the confidentiality, integrity,
16 and availability of the Protected Health Information (PHI), included electronic PHI,
17 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
18 prevent use or disclosure of PHI other than as provided for by this Agreement. In
19 addition, CONTRACTOR shall develop and maintain a written information privacy
20 and security program that includes administrative, technical and physical safeguards
21 appropriate to the size and complexity of the CONTRACTOR's operations and the
22 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
23 with a copy of information outlining such safeguards that are developed and
24 implemented by the CONTRACTOR upon thirty (30) days written request by the
25 COUNTY.
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1 G. The CONTRACTOR shall implement strong access controls and other security
2 safeguards and precautions as noted in the following to restrict electronic and
3 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized
4 users only. The CONTRACTOR shall enforce the following administrative and
5 technical password controls on all systems used to process or store confidential,
6 personal, or sensitive data:
7

8 1. Passwords must not be:

9 a. Shared or written down where they are accessible or recognizable by anyone
10 else, such as taped to computer screens, stored under keyboards, or visible
11 in a work area;

12 b. A dictionary word; and

13 c. Stored in clear text.
14

15 2. Passwords must be:

16 a. Eight (8) characters or more in length;

17 b. Changed every 90 days;

18 c. Changed immediately if revealed or compromised; and,
19

20 d. Composed of characteristics from at least three of the following four groups

21 from the standard keyboard:

22 (i) Upper Case letter (A-Z);

23 (ii) Lower case letters (a-z);

24 (iii) Arabic numerals (0 through 9); and

25 (iv) Non-alphanumeric characters (punctuation symbols).
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1 H. The CONTRACTOR shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing
3 confidential, personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and,
- 6 3. Patch management process including installation of all operating
7 system/software vendor security patches.

9 I. The CONTRACTOR shall utilize a commercial encryption solution that has
10 received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data
11 stored on portable electronic media (including, but not limited to, CDs and thumb
12 drives) and on portable computing devices (including, but not limited to, laptop and
13 notebook computers). The CONTRACTOR shall not transmit confidential,
14 personal, or sensitive data via-e-mail or other internet transport protocol unless the
15 data is encrypted by a solution that has been validated by the National Institute of
16 Standards and Technology (NIST) as conforming to the Advanced Encryption
17 Standard (AES) Algorithm or Triple DES.

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19
20 1. Mitigation of Harmful Effects

21 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
22 that is known to CONTRACTOR of a use or disclosure of PHI by
23 CONTRACTOR or its subcontractors in violation of the requirements of these
24 Provisions.

25
26 2. Employee Training and Discipline
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1 The CONTRACTOR shall train and use reasonable measures to ensure
2 compliance with the requirements of these Provisions by employees who assist
3 in the performance of functions or activities on behalf of COUNTY under this
4 Agreement and use or disclose PHI; and discipline such employees who
5 intentionally violate any of these Provisions, including termination of
6 employment.
7

8 3. Disclaimer

9 COUNTY makes no warranty or representation that compliance by
10 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
11 adequate or satisfactory for CONTRACTOR's own purposes or that any
12 information in CONTRACTOR's possession or control, or transmitted or
13 received by CONTRACTOR, is or will be secure from unauthorized use or
14 disclosure. CONTRACTOR is solely responsible for all decisions made by
15 CONTRACTOR regarding the safeguarding of PHI.
16

17 4. Interpretation

18 The terms and conditions in these Provisions shall be interpreted as broadly as
19 necessary to implement and comply with HIPAA, the HIPAA regulations and
20 applicable State laws. The parties agree that any ambiguity in the terms and
21 conditions of these Provisions shall be resolved in favor of a meaning that
22 complies and is consistent with HIPAA and the HIPAA regulations.
23

24
25 CONTRACTOR shall require all its officers, employees, associates, and agents
26 providing services hereunder to acknowledge, in writing, understanding of and
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1 agreement to comply with all confidentiality provisions as set forth in this
2 Agreement.

3 J. For the purposes of the above paragraphs, identifying information is considered to be
4 any information that reasonably identifies an individual in their past, present, or
5 future physical or mental condition. This includes, but is not limited to, any
6 combination of the person's first and last name, address, Social Security Number,
7 date of birth, identifying number, symbol, or other identifying particulars assigned to
8 the individual, such as fingerprint or photograph.
9

10 XIX

11 RECORDS/INFORMATION AND RECORD RETENTION:

12
13 All records shall be available for inspection by the designated auditors of COUNTY,
14 State Department of Justice, State Department of Health Care Services, U.S. Department
15 of Health and Human Services and the U.S Office of the Inspector General at reasonable
16 times during normal business hours. Records include, but are not limited to all physical
17 and electronic records originated or prepared pursuant to the performance under this
18 Agreement including, but not limited to, working papers, reports, financial records or
19 books of account, medical records, prescription files, subcontracts, any and other
20 documentation pertaining to medical and non-medical services for clients. Upon request,
21 at any time during the period of this Agreement, the CONTRACTOR will furnish any
22 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
23 examination and audit of the Office of the Inspector General for a period of three (3) years
24 after final payment under the Agreement.
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27 A. Medical/Client Records
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1 CONTRACTOR shall adhere to the licensing authority, the State Department of
2 Social Services, the State Department of Health Care Services and Medi-Cal
3 documentation standards, as applicable. CONTRACTOR shall maintain adequate
4 medical records on each individual patient which includes at a minimum, a client care
5 plan, diagnostic procedures, evaluation studies, problems to be addressed,
6 medications provided, and records of service provided by the various personnel in
7 sufficient detail to make possible an evaluation of services, including records of
8 patient interviews and progress notes.
9

10 B. Financial Records

11 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
12 of each type of service for which payment is claimed. Any apportionment of costs
13 shall be made in accordance with generally accepted accounting principles and shall
14 evidence proper audit trails reflecting the true cost of the services rendered.
15 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
16 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
17 required by the DIRECTOR, or his designee, and the State of California. All such
18 records shall be available for inspection by the designated auditors of COUNTY or
19 State at reasonable times during normal business hours.
20
21

22 C. Financial Record Retention

23 Appropriate financial records shall be maintained and retained by CONTRACTOR
24 for at least five (5) years or, in the event of an audit exception and appeal, until the
25 audit finding is resolved, whichever is later.
26

27 D. Patient/Client Record Retention

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1 Patient/Client records shall be maintained and retained by CONTRACTOR for a
2 minimum of seven (7) years following discharge of the client. Records of minors
3 shall be kept for seven (7) years after such minor has reached the age of eighteen
4 (18) years. Thereafter, the client file is retained for seven (7) years after the client
5 has been discharged from services.
6

7 E. Shared Records/Information

8 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
9 information policy, which allows for sharing of client records and information
10 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
11 shall not release these client records or information to a third party without a valid
12 authorization.
13

14 F. Client Records

15 COUNTY is the owner of all patient care/client records. In the event that the
16 Agreement is terminated, the CONTRACTOR is required to prepare and box the
17 client medical records so that they can be archived by the COUNTY, according to
18 the procedures developed by the COUNTY. The COUNTY is responsible for taking
19 possession of the records and storing them according to regulatory requirements.
20 The COUNTY is required to provide the CONTRACTOR with a copy of any
21 medical record that is requested by the CONTRACTOR, as required by regulations,
22 at no cost to the CONTRACTOR, and in a timely manner.
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25 G. Records Inspection

26 All records shall be available for inspection by all applicable and designated Federal,
27 State, and COUNTY auditors during normal business hours. Records shall include,
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1 but are not limited to, all physical and electronic records originated or prepared
2 pursuant to the performance under this Agreement; including, but not limited to,
3 working papers, reports, financial records or books of account, medical records,
4 prescription files, subcontracts, any and other documentation pertaining to medical
5 and non-medical services for clients. Upon request, at any time during the period of
6 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
7 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
8 subject to the examination and audit of the Office of the Inspector General for a
9 period of no less than five (5) years pertaining to individuals over the age of eighteen
10 (18) years of age related documentation; and no more than ten (10) years pertaining
11 to minor related documentation after final payment under Agreement.
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14 XX

15 STAFFING:

16 CONTRACTOR shall comply with the staffing expectations as required by state
17 licensing requirements and as may be additionally described in Exhibit A. Such personnel
18 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
19 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
20 California Code of Regulations (CCR), the Business and Professions Code, State
21 Department of Health Care Services policy letters, and any amendments thereto.
22 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
23 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
24 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
25 acknowledges all its officers, board members, employees, associates, and agents providing
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1 services hereunder are eligible for reimbursement for said services by their exclusion from
2 the Federal "List of Excluded Parties" registry.

3 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
4 upon request to authorized representatives of COUNTY, the following:

5
6 1. A list of persons by name, title, and professional degree, including, but not limited
7 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
8 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
9 select "Prefer Not to Say" and/or certification and experience of persons providing
10 services hereunder, and any other information deemed necessary by the
11 DIRECTOR or designee. All certifications should comply with applicable
12 California Health and Safety Code of Regulations.

13
14 2. Previously established and/or updated Personnel policies and procedures;

15
16 3. Updated personnel file for each staff member (including subcontractors, as
17 approved by COUNTY and volunteers) that includes at minimum the following:

18 a. Resume, employment application, proof of current licensure, all applicable
19 employment related certifications, registration;

20 b. List of all applicable trainings during time of employment to present;

21 c. Annual Job performance evaluation; and

22 d. Personnel action document for each change in status of the employee.

23
24 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
25 employees will designate a Disability Access Coordinator. The Access Coordinator is
26 responsible for the development and implementation of the program's ADA/ 504 Self-
27 Evaluation Plan and Annual Updates.
28

- 1 C. CONTRACTOR shall institute and maintain an in-service training program of
2 treatment review and case conferences and/or prevention strategies as appropriate, in
3 which professional and other appropriate personnel shall participate.
- 4 D. The CONTRACTOR recognizes the importance of child and family support
5 obligations and shall fully comply with all applicable State and Federal laws relating
6 to child and family support enforcement, including, but not limited to, disclosure of
7 information and compliance with earnings assignment orders, as provided in Family
8 Code Section 5200 et. seq.
- 9 E. CONTRACTOR shall establish and disseminate written policies for all employees
10 that include detailed information about the False Claims Act and the other provisions
11 named in the Social Security Act Section 1902(a)(68)(A). Included in these written
12 policies shall be detailed information about CONTRACTOR'S policies and
13 procedures for detecting and preventing fraud, waste, and abuse in federal, state and
14 local health care programs. CONTRACTOR shall also include in any employee
15 handbook a specific discussion of the laws described in the written policies, the rights
16 of employees to be protected as whistleblowers, and a specific discussion of
17 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste
18 and abuse.
- 19 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
20 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
21 shall not pay or compensate any of its Staff, Personnel or Employees by means of
22 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
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1 and/or Employees in association with the fulfillment of this Agreement shall be made
2 by means of Staff, Personnel and/or Employee Certified Payroll only.

3 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
4 and direct personnel service providers that will have an impact on its Electronic
5 Management of Records (ELMR) system. These changes include, but are not limited
6 to, adding new personnel, modifying existing personnel, or terminating personnel.
7 The COUNTY designated Program Analyst will then submit a Computer Request
8 Account Form (CARF) to the COUNTY'S Information Technology (I.T.) staff for
9 processing and provide confirmation that computer access has been granted or
10 changed as requested by the CONTRACTOR.
11

12
13 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
14 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none of
15 CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals to
16 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing
17 within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are
18 found listed on this site and what action has been taken to remedy the matter.
19

20 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel
21 in which they employ is licensed or certified to practice, and is in possession of a
22 valid, current license or certificate to practice or to provide mental health or other
23 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal
24 funds are required to validate and submit a signed statement to COUNTY with their
25 monthly invoice confirming that their officers, board members, employees, associates,
26 and agents providing services are not on either the OIG Exclusion List at the website
27
28

1 <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of Suspended or
2 Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition, CONTRACTORS
3 providing Medi-Cal billable services must have, and provide in writing to COUNTY,
4 pursuant to Section XXXI, NOTICES, of this Agreement, a valid rendering site and/or
5 individual provider NPI and taxonomy code that corresponds with the work they are
6 performing. Any updates or changes must be made by the CONTRACTOR to the
7 National Plan & Provider Enumeration System (NPPES) within thirty (30) days.
8 CONTRACTOR shall establish their own procedures to ensure adherence to these
9 requirements.
10

11 XXI

12 CULTURAL COMPENTENCY

13
14 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
15 competent manner by recruiting, hiring, maintaining and providing staff who can
16 deliver services in the manner specified to the diverse multi-cultural population served
17 under this Agreement. CONTRACTOR shall provide multi-cultural services in a
18 language appropriate and culturally sensitive manner, in a setting accessible to diverse
19 communities. Multi-cultural diversity includes, but is not limited to, ethnicity; age;
20 sexual preference; gender and persons who are disabled. CONTRACTOR shall
21 document its efforts to provide multi-cultural services in the manner specified.
22 Documentation may include, but is not limited to the following: records in personnel
23 files attesting to efforts made in recruitment and hiring practices; participation in
24 COUNTY sponsored and other cultural competency training; the availability of
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1 literature in multiple languages/formats as appropriate; and identification of measures
2 taken to enhance accessibility for, and sensitivity to, persons with disabilities.

3 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
4 timely mental health service delivery; staff training; and organizational policies and
5 procedures related to the treatment of culturally diverse populations. CONTRACTOR
6 shall perform specific outcome studies, on-site reviews and written reports to be made
7 available to the COUNTY upon request.

9 C. CONTRACTOR shall provide services that are non-discriminatory and that meet the
10 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR
11 shall ensure that high quality accessible mental health care includes:

- 13 1. Clinical care and therapeutic interventions which are linguistically and
14 culturally appropriate; including, at a minimum, admission, discharge, and
15 medication consent forms available in Spanish;
- 16 2. Have a comprehensive management strategy to address culturally and
17 linguistically appropriate services, including strategic goals, plans, policies,
18 procedures and designated staff responsible for implementation;
- 19 3. Medically appropriate interventions, which acknowledge specific cultural
20 influences;
- 21 4. Provision and utilization of qualified interpreters within twenty-four (24) hours
22 of identified need;
- 23 5. Screening and certification of interpreters as specified in subparagraph 3 a
24 below;
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- 1 6. Training to mental health providers in building the cultural knowledge and
2 skill required to provide culturally appropriate treatment of client population
3 served;
- 4 7. Develop and implement a strategy to recruit, retain and promote qualified,
5 diverse and culturally competent administrative, clinical and support staff that
6 are trained and qualified;
- 8 8. Client related information translated into the various languages of the diverse
9 populations served; and,
- 10 9. Provide oral and written notices, including translated signage at key points of
11 contact, to clients in their primary language informing them of their right to
12 receive no-cost interpreter services.
13

14 D. CONTRACTOR shall make available bilingual professional staff or qualified
15 interpreter to ensure adequate communication between clients and mental health staff.
16 Any individual with limited English language capability or other communicative
17 barriers shall have equal access to mental health services.
18

- 19 1. A qualified interpreter is defined as someone who is fluent in English and in
20 the necessary second language, who can accurately speak, read and readily
21 interpret the necessary second language and/or accurately sign and read sign
22 language. A qualified interpreter must be able to translate in linguistically
23 appropriate mental health terminology necessary to convey information such as
24 symptoms or instructions to the client in both languages; and,
25
- 26 2. A fluently bilingual person, who is not trained in the provision of mental health
27 services, must complete training prior to providing services, which covers
28

1 terms and concepts associated with mental health medications, and cultural
2 beliefs and practices, which may influence the client's mental health condition.

3 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as
4 set forth in the Board of Supervisors approved Cultural Competency Plan. The
5 Cultural Competency Plan may be obtained from the COUNTY'S website at
6 <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural Competency
7 Manager or designee upon written request via certified mail or facsimile to:
8

9 Riverside University Health System - Behavioral Health

10 Cultural Competency Program

11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

15
16 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
17 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
18 determine and implement cultural competency activities that shall include, but is not
19 limited to, compliance with the cultural competency requirements outlined in
20 Section XXI of this Agreement.

21
22 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of
23 cultural competency as needed and requested by CONTRACTOR.

24
25 H. CONTRACTOR will be responsible for participating in cultural competency
26 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
27 a partial list of annual cultural competency trainings and topics that may be available
28

through the COUNTY to assist CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager at the contact information location in subparagraph 4 of paragraph A. in Section XXI, CULTURAL COMPETENCY.

I. CONTRACTOR will be responsible for reporting back to the COUNTY, annually in writing, all cultural competency related trainings that staff members have taken. The following format is recommended:

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

CONTRACTOR training information shall be submitted via facsimile to 951-358-4792 to the attention of the COUNTY Cultural Competency Program Manager on or before June 30 of each fiscal year.

J. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30th deadline can not be met.

CONTRACTOR will be responsible for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All requests for extensions

1 must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency
2 Program Manager at the contact information listed herein.

3 XXII

4 INFORMING MATERIALS:

5
6 CONTRACTOR shall provide all clients with a Notice of Privacy Practices
7 information brochure or pamphlet during the time of the client's first visit. The
8 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices
9 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum
10 and/or every time the Notice of Privacy Practices information is updated and/or changed.
11 Also, the CONTRACTOR is responsible for having the client or consumer sign,
12 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
13 consumer signed acknowledgement on file every three (3) years upon receipt from client or
14 consumer.

15 XXIII

16 CONFLICT OF INTEREST:

17 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
18 enables him to influence the award of this Agreement or any competing Agreement, and
19 no spouse or economic dependent of such employee in any capacity herein, or in any other
20 direct or indirect financial interest in this Agreement.

21 XXIV

22 PATIENTS' RIGHTS:

23
24 Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and
25 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY
26 Patients' Rights Advocates will be given access to clients, clients' records, and facility
27 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.
28

XXVWAIVER 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.

XXVIDRUG-FREE WORKPLACE CERTIFICATION:

If State funds are utilized to fund this Agreement as specified in Schedule I or Schedule K, the following Drug-Free Workplace requirements shall apply. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following.

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
 1. The dangers of substance use in the workplace;
 2. The CONTRACTORS policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs;
and,
 4. Penalties that may be imposed upon employees for substance use violations.

1 C. Provide as required by Government Code Section 8355 (a) that every employee who
2 works on the proposed Agreement:

- 3 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement; and,
4 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
5 condition of employment on the Agreement.
6

7 D. Failure to comply with these requirements may result in suspension of payments
8 under the Agreement or termination of the Agreement or both and the
9 CONTRACTOR may be ineligible for award of future State contracts if the
10 COUNTY determines that any of the following has occurred:

- 11 1. The CONTRACTOR has made a false certification; or,
12 2. Violates the certification by failing to carry out the requirements as noted above.
13

14 XXVII

15 TERMINATION PROVISIONS:

- 16 A. Either party may terminate this Agreement without cause, upon thirty (30) days
17 written notice served upon the other party.
18 B. Termination does not release CONTRACTOR from the responsibility of securing
19 Protected Health Information (PHI) data.
20 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
21 served upon the CONTRACTOR if sufficient funds are not available for
22 continuation of services.
23 D. The COUNTY reserves the right to terminate the Agreement without warning at the
24 discretion of the Director or designee, when CONTRACTOR has been accused
25 and/or found to be in violation of any County, State, or Federal laws and regulations.
26
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1 E. The COUNTY may terminate this Agreement immediately due to a change in
2 status, delegation, assignment or alteration of the Agreement not consented to by
3 COUNTY.

4 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
5 Director of Behavioral Health, CONTRACTOR fails to provide for the health and
6 safety of patients served under this Agreement. In the event of such termination, the
7 COUNTY may proceed with the work in any manner deemed proper to the
8 COUNTY.
9

10 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
11 may take one or more of the following actions as appropriate:
12

- 13 1. Temporarily withhold payments pending correction of the deficiency;
- 14 2. Disallow (that is deny funds) for all or part of the cost or activity not in
15 compliance; or,
- 16 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
17 request repayment to COUNTY if any disallowance is rendered after audit
18 findings.
19

20 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
21 F above, or the CONTRACTOR is notified that the Agreement will not be extended
22 beyond the termination date as specified in Section II, PERIOD OF
23 PERFORMANCE, CONTRACTOR shall:
24

- 25 1. Stop all services under this Agreement on the date, and to the extent specified,
26 in the Notice of Termination;
27
28

- 1 2. Continue to provide the same level of care as previously required under the
2 terms of this Agreement until the date of termination;
- 3 3. If clients are to be transferred to another facility for services, furnish to
4 COUNTY, upon request, all client information and documents deemed
5 necessary by COUNTY to affect an orderly transfer;
- 6
7 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
8 consistent with the best interest of the clients' welfare;
- 9 5. Cancel outstanding commitments covering the procurement of materials,
10 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
11 shall exercise all reasonable diligence to accomplish the cancellation of
12 outstanding commitments required by this Agreement, which relate to personal
13 services. With respect to these canceled commitments, the CONTRACTOR
14 agrees to provide a written plan to Director (or his designee within thirty (30)
15 days for settlement of all outstanding liabilities and all claims arising out of
16 such cancellation of commitments. Such plan shall be subject to the approval
17 or ratification of the COUNTY, which approval or ratification shall be final for
18 all purposes of this clause;
- 19
20
21 6. Transfer to COUNTY and deliver in the manner, at the times, and to the
22 extent, if any, as directed by COUNTY, any equipment which, if the
23 Agreement had been completed, would have been required to be furnished to
24 COUNTY;
- 25
26 7. Take such action as may be necessary, or as COUNTY may direct, for the
27 protection and preservation of the equipment related to this Agreement which
28

1 is in the possession of CONTRACTOR and in which COUNTY has or may
2 acquire an interest; and,

3 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
4 previously allowed until the date of termination, as determined by the Notice
5 of Termination.
6

7 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
8 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
9 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
10 (32) days from the effective date thereof, unless an extension, in writing, is granted
11 by the COUNTY.
12

13 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed
14 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
15 reserves the right to enter into settlement talks with the CONTRACTOR in order to
16 resolve any remaining and/or outstanding contractual issues, including but not
17 limited to, financials, services, billing, cost report, etc. In such instances of
18 settlement and/or litigation, CONTRACTOR will be solely responsible for
19 associated costs for their organizations' legal process pertaining to these matters
20 including, but not limited to, legal fees, documentation copies, and legal
21 representatives. CONTRACTOR further understands that if settlement agreements
22 are entered into in association with this Agreement, the COUNTY reserves the right
23 to collect interest on any outstanding amount that is owed by the CONTRACTOR
24 back to the COUNTY at a rate of no less than 5% of the balance.
25
26
27
28

1 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
2 and are in addition to any other rights and remedies provided by law or under this
3 Agreement.

4 XXVIII

5 DISPUTE:

6
7 In the event of a dispute between a designee of the DIRECTOR and the
8 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
9 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
10 instances such as material non-compliance or audit disallowances or both, the
11 CONTRACTOR may file a written protest with the appropriate Program/Regional
12 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
13 under this Agreement during any dispute. The Program/Regional Administrator shall
14 respond to the CONTRACTOR in writing within ten (10) working days. If the
15 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
16 CONTRACTOR may file successive written protests up through the RUHS-BH's
17 administrative levels of Assistant Director, and (finally) DIRECTOR. Each administrative
18 level shall have twenty (20) working days to respond in writing to the CONTRACTOR.
19 The DIRECTOR will have the final authority to rescind, modify or uphold the
20 finding/decision.
21
22

23 XXIX

24 SEVERABILITY:

25
26 If any provision of this Agreement or application thereof to any person or
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
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P.O. BOX 7549
RIVERSIDE, CA 92513-7549

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XXXII

MEETINGS:

As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all provider meeting as scheduled by the County Program Administrator/Manager or Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time.

BH-16/17

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EXHIBIT A
SCOPE OF WORK

CONTRACTOR NAME:

PROGRAM NAME: Locum Tenens

DEPARTMENT ID:

REPORTING UNIT:

<Contractor>, hereinafter referred to as CONTRACTOR, located at <address>, will provide services to Riverside University Health Systems – Behavioral Health, hereinafter referred to as COUNTY, located at various facilities in Riverside County.

I. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR shall provide the following:

- A. Use its best efforts to provide a health care provider candidate who best meets COUNTY's requirements.
- B. Provide a curriculum vita to COUNTY when initially referring a doctor to COUNTY.
- C. Provide compensation to the health care provider directly.
- D. Provide any assigned health care provider with malpractice insurance.
- E. Provide and/or reimburse for reasonable and acceptable living accommodations outside of the hospital and transportation within the community, when necessary.
- F. Provide or cover the costs of round-trip transportation for health care provider to the community, when necessary.

II. COUNTY RESPONSIBILITIES:

- A. Provide the locum tenens health care provider, according to the required specialty, with a reasonable work schedule, reasonably maintained and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff.

1 B. Assist quality control by completing locum tenens health care provider's
2 evaluation sheets.

3 C. Retain all facility income generated by the locum tenens health care provider.

4 D. Assist in obtaining hospital privileges for the locum tenens health care provider
5 and pay any associated hospital credentialing fees.

6 E. Not to discriminate against any person because of color, sex, age, race, creed,
7 disability, religion, nationality, veteran or citizenship status in the performance of
8 any duty imposed by the Agreement.

9 **III. LOCUM TENENS FEES:**

10 COUNTY agrees to pay all fees as outlined in this Agreement. COUNTY will be
11 billed monthly for services rendered, with payment due immediately upon receipt of
12 invoice. All health care provider service hours will be rounded up to the nearest quarter
13 hour and prorated accordingly.

14 **IV. PERMANENT HEALTH CARE PROVIDER PLACEMENT:**

15 In lieu of a recruitment fee, the COUNTY agrees to not hire any health care provider
16 introduced by CONTRACTOR, for a period of two (2) years from the initial date that the
17 CONTRACTOR refers the health care provider to the COUNTY.

18 **V. TERMS AND RATES:**

19 The term of this Agreement will be for periods of one year unless cancelled as
20 described in Section VI TERMINATION. The specific term of the locum tenens coverage
21 will be detailed.

22 **Emergency Treatment / Inpatient Treatment Facility**

23 **Weekday Night Shift (4:00 p.m. – 12:00a.m.)**

24 <Rate to be inserted per response to Request for Qualifications> per hour based on health
25 care provider compensation requirements and mutually agreed upon schedule.

26 **Weekday Night Shift (4:00 p.m. – 8:00 a.m.)**

27 <Rate to be inserted per response to Request for Qualifications> per hour based on health
28 care provider compensation requirements and mutually agreed upon schedule.

Weekday Night Shift (7:00 p.m. – 7a.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekend Day Shift (8:00 a.m. – 5:00 p.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekend Day Shift (8:00 a.m. – 8:00 p.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Outpatient Clinics**Weekday Shifts (7:00am – 6:00pm)**

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Holiday Rates:

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule. Holiday rate applies to weekday/weekend holiday coverage. Recognized Holidays are: New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

VI. TERMINATION:

Either party may cancel this Agreement without cause by giving thirty (30) days written notice or may cancel immediately with cause. Such cause, other than for medical impropriety, may be submitted for binding arbitration. CONTRACTOR will make every effort to replace any health care provider removed with cause. In the event of an arranged, scheduled or ongoing locum tenens assignment, COUNTY shall give written notice to CONTRACTOR no less than thirty (30) days prior to cancellation or termination of the assignment. In the event of failure to give the required notice, COUNTY shall pay the total sum due for any scheduled and confirmed locum tenens services for the period ending thirty (30) days from the date of cancellation.

1
2 VII. DEFAULT:

3 Failure to make any payments when due or perform any of the covenants contained in
4 this Agreement, CONTRACTOR may, at its option, declare the entire contract null and
5 void, and CONTRACTOR shall be released from all obligation in law or equity to continue
6 performance under this Agreement and may further recall, without notice, any health care
7 provider(s) under contract. Legal action may be initiated to recover all delinquent payments
8 or installments, plus interest, costs of court and attorney's fees as may be legally
9 appropriate in the event of any breach of any of the terms of this Agreement. Interest shall
10 be assessed at the rate of two percent (2%) per month on amounts past due, or the
11 maximum allowed by law, whichever is less.

12 VIII. MISCELLANEOUS:

- 13 A. The locum tenens health care provider(s) will perform professional services as an
14 independent contractor.
 - 15 B. COUNTY represents and warrants that COUNTY and/or any health care provider
16 or staff employed by or associated with COUNTY is not currently under
17 investigation by any state or federal government agency for Medicare or Medicaid
18 false claims, fraud or abuse; and/or have not been sanctioned by a state or federal
19 government agency; and are not excluded from participating in the Medicare or
20 Medicaid programs and that no exclusion proceedings are pending.
 - 21 C. COUNTY must inform CONTRACTOR of any incident or claim involving a
22 CONTRACTOR health care provider(s).
 - 23 D. If any one or more of the provisions contained in this Agreement shall be deemed
24 invalid, not enforced, or unenforceable, the validity and enforceability of the
25 remaining provisions shall not be impaired.
 - 26 E. The term of this Agreement is for a period of one year unless thirty (30) days
27 written notice of cancellation is given by either party.
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EXHIBIT B – BEHAVIORAL HEALTH
LAWS, REGULATIONS AND POLICIES

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

FEDERAL

- 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

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 §§ 14100.2, 14705 and 14725

1 Welfare & Institutions Code §§ 18350 et seq.

2 State Department of Health Care Services Publications

3 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

4 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

5 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.

6 Centers for Medicare and Medicaid Services Manual

7 2 C.C.R. Division 9, Chapter 1

8 DMH Letter 03-04 (Health Care Facility Rates)

9 DMH Letter 86-01 (Life Support Supplemental Rate)

10 22 C.C.R. § 70707

11 COUNTY

12 Behavioral Health Policies

13 Code of Ethics, Policy 108

14 Cultural Competence – Policy 162

15 Confidentiality Guidelines for Family / Social support Network – Policy 206

16 Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239

17 Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10

18 Health Privacy & Security – Board of Supervisors Policy B-23

19 Harassment in the Workplace - Board of Supervisors Policy C-25

20 Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

21 Workplace Violence, Threats and Security - Board of Supervisors Policy C-27

22 Riverside County Mental Health Plan

23 Riverside County Mental Health Plan Provider Manual

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Riverside County Mental Health “Psychotropic Medication Protocols for Children and
Adolescents” Publication
Riverside County Behavioral Health “Medication Guidelines” Publication
County and Departmental policies, as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME:
PROGRAM NAME: Locum Tenens

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein.

X The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.

NA One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.

NA Actual Cost, as invoiced by expenditure category specified in Schedule K.

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

NA The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost per unit, multiplied by the actual number of units of service, less revenue collected.

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NA The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate, whichever is applicable; or customary charges (published rate), whichever is the lowest rate, less revenue collected.

NA The final year-end settlement for Narcotics Treatment Program (NTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

NA The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

NA The final year-end settlement for ancillary, start-up or flexible spending categories shall be based on actual allowable cost, less revenue collected.

NA The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

B. MAXIMUM OBLIGATION:

1 COUNTY'S maximum obligation for FY 2016/2017 shall be \$<Dollar> subject to
2 availability of applicable Federal, State, local and/or COUNTY funds.

3 C. BUDGET:

4 Schedule I, and Schedule K when applicable, presents (for budgetary and
5 planning purposes only) the budget details pursuant to this Agreement.
6 Schedule I contains department identification number (Dept. ID), Program
7 Code, billable and non-billable mode(s) and service function(s), units, expected
8 revenues, maximum obligation and source of funding pursuant to this
9 Agreement. Where applicable, Schedule K contains line item budget by
10 expenditure category.

11 D. PAYMENT:

- 12 1. Monthly reimbursements may be withheld and recouped at the discretion
13 of the Director or its designee due to material Agreement non-
14 compliance, including overpayments as well as adjustments or
15 disallowances resulting from the COUNTY Contract Monitoring Team
16 Review (CMT), COUNTY Program Monitoring, Federal or State Audit,
17 and/or the Cost Report Reconciliation/Settlement process.
- 18 2. In addition, if the COUNTY determines that there is any portion (or all) of
19 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
20 proven to be valid in any way for any fiscal year, then the COUNTY
21 reserves the right to disallow payments to CONTRACTOR until proof of
22 any items billed for is received, verified and approved by the COUNTY.
- 23 3. In addition to the annual CMT, Program Monitoring, and Cost Report
24 Reconciliation/Settlement processes, the COUNTY reserves the right to
25 perform impromptu CMTs without prior notice throughout the fiscal year
26 in order to minimize and prevent COUNTY and CONTRACTOR loss and
27 inaccurate billing/reports. The COUNTY, at its discretion, may withhold
28 and/or offset invoices and/or monthly reimbursements to
CONTRACTOR, at any time without prior notification to CONTRACTOR,
for any discrepancies that may occur in association with this Agreement.
COUNTY shall notify CONTRACTOR of any such instances of

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discrepancies and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

- 4. Notwithstanding the provisions of Paragraph D-1 and D-2 above, CONTRACTOR shall be paid all fees outlined in Exhibit A based upon the actual number of units of service provided by the health care provider.
- 5. CONTRACTOR will bill COUNTY monthly for services rendered by the health care provider, with payment due by COUNTY immediately upon receipt of invoice. All health care provider service hours will be rounded up to the nearest quarter hour and prorated accordingly.

E BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Riverside University Health Systems – Behavioral Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Riverside University Health Systems – Behavioral Health's Program Support Unit.

F. AUDITS:

- 1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
- 2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled.
- 3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or

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withheld at the discretion of the Director of Riverside University Health System – Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.

Rev. 16/17

Riverside University Health System - Behavioral Health
SCHEDULE I

CONTRACT PROVIDER NAME: Locum Tenens
PROGRAM NAME: Locum Tenens
DEPT ID/PROGRAM: 4100209846.74700.525440
REGION/POPULATION: N/A

FISCAL YEAR: 2016/2017
MONTHLY REIMBURSEMENT: Negotiated Rate
YEAR END SETTLEMENT: N/A
SYSTEM RU#: N/A

TYPE OF MODALITY: RU#(s):	Outpatient Mental Health Services						Total
	Weekday Night (4pm-12am)	Weekday Night (4pm-8am)	Weekday Night (7pm-7am)	Weekend Day (8am-5pm)	Weekend Day (8am-8pm)	Holiday	
MODE OF SERVICE:	INPATIENT TREATMENT FACILITY / EMERGENCY TREATMENT SERVICES						
SERVICE FUNCTION:	Weekday Night (4pm-12am)	Weekday Night (4pm-8am)	Weekday Night (7pm-7am)	Weekend Day (8am-5pm)	Weekend Day (8am-8pm)	Holiday	Weekday (7am-6pm)
PROCEDURE CODES:	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour
UNIT MEASUREMENT:							
NUMBER OF UNITS:							
COST PER UNIT:							
GROSS COST:							\$0
LESS REVENUES COLLECTED BY CONTRACTORS:							
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:							
A. MEDICAL FFP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. REALIGNMENT FUND 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. STATE FUNDS.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FUNDING SOURCES DOCUMENT: _____

ADMIN SVCS ANALYST SIGNATURE: _____ Date: _____

FISCAL SERVICES SIGNATURE: _____ Date: _____

PREPARED BY: _____ Date: _____

PROFESSIONAL SERVICE AGREEMENT

for

LOCUM TENENS PROVIDERS

between

COUNTY OF RIVERSIDE

and

<CONTRACTOR>



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This Agreement, made and entered into this 1st day of July, 2016, by and between <CONTRACTOR>, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of one (1) page at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of ten (10) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2016 and continue in effect through June 30, 2017, with the option to renew for one (1) additional year, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one million dollars (\$1,000,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside University Health System – Behavioral Health (RUHS-BH)
Attention Program Support
4095 County Circle Drive
Riverside, CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (if applicable); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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 this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. 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.

11.2 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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood

that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS-BH
4095 County Circle Drive
Riverside, CA 92503
Attention: Program Support

CONTRACTOR

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the 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.

21.2 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.

21.3 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.

21.4 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.

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

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects 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 the CONTRACTOR has employees placed or assigned to COUNTY as defined by the State of California, the CONTRACTOR shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be 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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the 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 an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than 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 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. 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 individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) 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 retention's or self-insured programs shall not be construed as contributory.

5) 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

RUHS-BH
4095 County Circle Drive
Riverside, CA 92503

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

FORM APPROVED COUNTY COUNSEL

BY: Eric Stopper
ERIC STOPPER

7/14/16
DATE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR shall provide the following:

- A. Use its best efforts to provide a health care provider candidate who best meets COUNTY's requirements.
- B. Provide a curriculum vita to COUNTY when initially referring a doctor to COUNTY.
- C. Provide compensation to the health care provider directly.
- D. Provide any assigned health care provider with malpractice insurance.
- E. Provide and/or reimburse for reasonable and acceptable living accommodations outside of the hospital and transportation within the community, when necessary.
- F. Provide or cover the costs of round-trip transportation for health care provider to the community, when necessary.

II. RUHS-BH RESPONSIBILITIES:

- A. Provide the locum tenens health care provider, according to the required specialty, with a reasonable work schedule, reasonably maintained and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff.
- B. Assist quality control by completing locum tenens health care provider's evaluation sheets.
- C. Retain all facility income generated by the locum tenens health care provider.
- D. Assist in obtaining hospital privileges for the locum tenens health care provider and pay any associated hospital credentialing fees.
- E. Not to discriminate against any person because of color, sex, age, race, creed, disability, religion, nationality, veteran or citizenship status in the performance of any duty imposed by the Agreement.

III. PERMANENT HEALTH CARE PROVIDER PLACEMENT:

In lieu of a recruitment fee, the COUNTY agrees to not hire any health care provider introduced by CONTRACTOR, for a period of two (2) years from the initial date that the CONTRACTOR refers the health care provider to the COUNTY.

IV. MISCELLANEOUS:

- A. The locum tenens health care provider(s) will perform professional services as an independent contractor.
- B. COUNTY represents and warrants that COUNTY and/or any health care provider or staff employed by or associated with COUNTY is not currently under investigation by any state or federal government agency for Medicare or Medicaid false claims, fraud or abuse; and/or have not been sanctioned by a state or federal government agency; and are not excluded from participating in the Medicare or Medicaid programs and that no exclusion proceedings are pending.
- C. COUNTY must inform CONTRACTOR of any incident or claim involving a CONTRACTOR health care provider(s).

**EXHIBIT B
PAYMENT PROVISIONS**

The COUNTY's total maximum obligation under this agreement shall not exceed one million dollars (\$1,000,000) and shall have no obligation to purchase any specified amount of services or products COUNTY agrees to pay all fees as outlined in this Agreement. All health care provider service hours will be rounded up to the nearest quarter hour and prorated accordingly based on the following rates:

Emergency Treatment / Inpatient Treatment Facility

Weekday Night Shift (4:00 p.m. – 12:00a.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekday Night Shift (4:00 p.m. – 8:00 a.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekday Night Shift (7:00 p.m. – 7a.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekend Day Shift (8:00 a.m. – 5:00 p.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Weekend Day Shift (8:00 a.m. – 8:00 p.m.)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Outpatient Clinics

Weekday Shifts (7:00am – 6:00pm)

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule.

Holiday Rates:

<Rate to be inserted per response to Request for Qualifications> per hour based on health care provider compensation requirements and mutually agreed upon schedule. Holiday rate applies to weekday/weekend holiday coverage. Recognized Holidays are: New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Attachment I

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;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

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

(2) Breach excludes:

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

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
5. Ensure compliance with the Security Rule by Contractor's workforce;
6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
- 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. To the extent allowed by law and if Contract is deemed a business associate, 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.

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

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the

Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502
County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

County Departmental Officer: _____
County Departmental Officer Title: _____
County Department Address: _____
County Department Fax Number: _____

 **Riverside
University**
HEALTH SYSTEM
Behavioral Health

TO: Christopher Hans, Chief Deputy County Executive Officer

FROM: Jeanette Bates, Admin Services Supervisor



DATE: July 14, 2016

SUBJECT: Approval of Form 11

Enclosed, for your review is the Form 11 to approve the FY 16/17 Locum Tenens Aggregate and Agreements.

Anticipated Board Agenda Date – 7/26/16

Upon your review of the enclosed documents, should you have any questions, or need additional information, please feel free to contact me at (951) 358-5428

Thank You.

Enclosure