

1 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services
2 hereunder shall be provided by CONTRACTOR under the general supervision of the
3 COUNTY Director of Mental Health, hereinafter called DIRECTOR, or his authorized
4 designee.

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

11
12
13 1. In exercising the right to review or monitor CONTRACTOR's administrative,
14 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
15 shall enforce applicable Agreement provisions and COUNTY policies with regards
16 to threats and violent behavior or harassment in the workplace concerning its
17 employees.

18
19 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
20 to have access to all COUNTY consumers, to collaborate with treating staff, and to
21 review necessary documents to ensure that the consumer has received all necessary
22 assessments, all necessary treatment planning with measurable goals, and
23 documented progress towards goals.

24
25 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
26 personnel regarding COUNTY consumer aftercare services and continuity of care
27 with the COUNTY.
28

1 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the
2 duration of this Agreement, the COUNTY determines CONTRACTOR is out of
3 compliance with any provision in this Agreement, the COUNTY may request a plan
4 of correction, after providing the CONTRACTOR with written notification and the
5 basis for the finding of noncompliance.

- 6 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall
7 provide a written plan of corrective action addressing the non-compliance.
- 8 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
9 it shall suspend other punitive actions to give the CONTRACTOR the
10 opportunity to come into compliance.
- 11 3. If the COUNTY determines CONTRACTOR has failed to implement
12 corrective action, funds may be withheld until compliance is achieved.
- 13 4. CONTRACTOR shall cooperate with any such effort by COUNTY including
14 follow-up investigation and interview of witnesses. Failure to cooperate or
15 take corrective action as may be indicated by an investigation could result in
16 termination of this Agreement.

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

21 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
22 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
23 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
24
25
26
27
28

1 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
2 during this period for services provided under the terms of this Agreement will be
3 regarded as revenue received and deducted as such from the final reimbursement
4 claim.

5 E. Any audit exception resulting from an audit conducted by any duly authorized
6 representative of the Federal Government, the State or County shall be the
7 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
8 paid in full upon demand or withheld at the discretion of the DIRECTOR against
9 amounts due under this Agreement or previous year's Agreement(s).

10 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
11 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
12 report summarizing the results of the site visit. If discrepancies are noted during the
13 Contract Monitoring, a Corrective Plan of Action will be submitted by
14 CONTRACTOR within thirty (30) calendar days of receipt of the report.
15 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in
16 withholding of payment until the Corrective Plan of Action is received.

17 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
18 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
19 funding if and when deemed necessary for material non-compliance as it pertains to
20 any provision of this Agreement.

21
22
23
24
25 V

26 STATUS OF CONTRACTOR:

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

14 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health
15 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA
16 standards and laws and regulations relating thereto, and shall comply therewith as to
17 all relative elements under this Agreement.
18

19 C. CONTRACTOR is responsible for payment and deduction of all employment-related
20 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,
21 but not limited, to all Federal, State and applicable local income taxes and
22 withholdings. COUNTY shall not be required to make any deductions from
23 compensation payable to CONTRACTOR for these purposes.
24

25 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
26 made against COUNTY based upon any contention by a third party that an employer-
27 employee relationship exists by reason of this Agreement.
28

1 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding
2 or retirement payments which COUNTY may be required to make pursuant to federal
3 or state law.

4 F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and
5 appropriate for CONTRACTOR, the following, but not limited to, organization status
6 related documentation:
7

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

16 VI

17 ADMINISTRATIVE CHANGE IN STATUS:
18

19 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
20 a detailed description of the change must be submitted to COUNTY in writing at
21 least sixty (60) days prior to the effective date of the change.

- 22 1. A change in status is defined as, but is not limited to, a name change not
23 amounting to a change of ownership, moving a facility's service location within
24 the same region, closing a facility with services being offered in another already
25 existing contracted facility, or change in services offered without an increase to
26 the Agreement maximum. Other changes to the Agreement may result in a more
27
28

1 formal Agreement amendment. Involuntary changes of status due to disasters
2 should be reported to the COUNTY as soon as possible.

3 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
4 beginning of each fiscal year and upon execution of the CONTRACTOR'S
5 Agreement, emergency and/or after hour contact information for the
6 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after
7 hour contact information shall include, but is not limited to, first and last name of
8 emergency and/or after hour contact, telephone number, cellular phone number,
9 and applicable address(s). CONTRACTOR shall provide this information to the
10 COUNTY at the same time the CONTRACTOR provides the COUNTY with
11 annual insurance renewals and/or changes to insurance coverage.
12

13
14 3. CONTRACTOR shall be responsible for updating this information, immediately
15 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
16 contact information occurs during the fiscal year or prior to the end of the fiscal
17 year. Written CONTRACTOR'S updates of this information shall be provided
18 to the COUNTY in accordance with Section XXXI, NOTICES, of this
19 Agreement.
20

21 4. If there are any CONTRACTOR administrative changes, such as signatory
22 authority, management, site addresses, business locations, remittance addresses,
23 tax identification numbers, business ownership, etc., a letter, on
24 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of
25 the Board or President or Chief Executive Officer, or its designee, and/or a copy
26
27
28

1 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
2 documentation must be submitted to COUNTY within two weeks of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

- 5 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
6 part, without prior written consent of COUNTY; provided, however, obligations
7 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
8 means of subcontracts, provided such subcontracts are approved in writing by the
9 DIRECTOR (or his designee), meet the requirements of this Agreement as they relate
10 to the service or activity under subcontract, and include any provisions that the
11 DIRECTOR may require.
12
13 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
14 COUNTY pursuant to this Agreement.
15
16 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
17 without the prior written consent of COUNTY. Any attempted assignment or
18 delegation in derogation of this paragraph shall be void.
19
20 D. Any change in the corporate or business structure of CONTRACTOR, such as a
21 change in ownership or majority ownership change resulting in a change to the
22 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.
23

24 VIII

25 ALTERATION:

26 No alteration or variation of the terms of this Agreement shall be valid unless made
27 in writing and signed by the parties hereto. No oral understanding or agreement not
28

1 incorporated herein, shall be binding on any of the parties hereto unless specifically made
2 in writing by both parties hereto.

3 IX

4 LICENSES:

- 5 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
6 necessary licenses, permits, approvals, certifications, waivers, and exemptions
7 necessary to provide the services outlined herein, for its business to operate, and for
8 personnel to provide services hereunder, and as required by all applicable laws and
9 regulations set forth by the Federal, State, County and local governments, and all
10 other appropriate governmental agencies.
11
12 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
13 waivers, and exemptions, etc. throughout the term of this Agreement.
14
15 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
16 writing of its inability to maintain, irrespective of the pendency of an appeal of such
17 licenses, permits, approvals, certifications, waivers or exemptions.
18

19 X

20 INDEMNIFICATION:

21 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
22 Districts, and Departments of the County of Riverside, their respective directors, officers,
23 Board of Supervisors, employees, agents, elected and appointed officials and representatives
24 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
25 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
26 property damage, bodily injury, or death or any other element of damage of any kind or
27
28

1 nature resulting from any acts or failure to act or omission on the part of the
2 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
3 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
4 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
5 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
6 officials and representatives in any legal claim or action based upon such alleged acts, failure
7 to act or omissions.
8

9 XI

10 INSURANCE:

11 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
12 hold harmless the County of Riverside and the State of California, CONTRACTOR shall
13 procure and maintain or cause to be maintained, at its sole cost and expense, the following
14 insurance coverage during the term of this Agreement. With respect to the insurance section
15 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
16 Districts, and Department, their respective directors, officers, Board of Supervisors,
17 employees, elected or appointed officials, agents, or representatives as Additional Insureds.
18

19 A. Workers' Compensation

20 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
21 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
22 of the State of California. Policy shall include Employers' Liability (Coverage B)
23 including Occupational Disease with limits not less than \$1,000,000 per person per
24 accident. Policy shall be endorsed to waive subrogation in favor of the County of
25 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
26 Endorsement.
27
28

1 B. Commercial General Liability

2 Commercial General Liability insurance coverage, including but not limited to, premises
3 liability, contractual liability, completed operations, personal and advertising injury
4 covering claims which may arise from or out of CONTRACTOR'S performance of its
5 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
6 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
7 If such insurance contains a general aggregate limit, it shall apply separately to this
8 Agreement or be no less than two (2) times the occurrence limit.
9

10 C. Fidelity Bond

11 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the
12 maximum Agreement amount. Such coverage shall protect against all loss of money,
13 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and
14 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly
15 handle or have responsibility for such money, securities or property. The COUNTY and
16 its Agents shall be named as a Loss Payee as its interests may appear. This insurance
17 shall include third party fidelity coverage, include coverage for loss due to theft,
18 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement
19 for an arrest and/or conviction.
20
21

22 D. Vehicle Liability

23 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
24 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
25 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
26 occurrence combined single limit. If such insurance contains a general aggregate limit, it
27
28

1 shall apply separately to this Agreement or be no less than two (2) times the occurrence
2 limit. Policy shall name the COUNTY as Additional Insured.

3 E. Professional Liability

4 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
5 performance of work included within this Agreement, with a limit of liability of not less
6 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S
7 Professional Liability Insurance is written on a 'claims made' basis rather than on an
8 'occurrence' basis, such insurance shall continue through the term of this Agreement.
9 Upon termination of this Agreement or the expiration or cancellation of the claims made
10 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended
11 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from
12 a new insurer with a retroactive date back to the date of, or prior to, the inception of this
13 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has
14 maintained continuous coverage with the same or original insurer. Coverage provided
15 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination
16 of this Agreement.
17
18
19

20 F. General Insurance Provisions - All Lines

- 21 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
22 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
23 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
24 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
25 waiver is only valid for that specific insurer and only for one policy term.
26
27
28

- 1 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
2 self-insured retentions. If such deductibles or self-insured retentions exceed
3 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
4 written consent of the COUNTY Risk Manager before the commencement of
5 operations under this Agreement. Upon notification of deductibles or self insured
6 retentions which are deemed unacceptable to the COUNTY, at the election of the
7 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
8 eliminate such deductibles or self-insured retentions with respect to this Agreement
9 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
10 related investigations, claims administration, defense costs and expenses.
- 11 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
12 Riverside with 1) a properly executed original Certificate(s) of Insurance and
13 certified original copies of Endorsements effecting coverage as required herein; or,
14 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
15 original Certified copies of policies including all Endorsements and all attachments
16 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
17 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
18 provide no less than thirty (30) days written notice be given to the County of
19 Riverside prior to any material modification or cancellation of such insurance. In the
20 event of a material modification or cancellation of coverage, this Agreement shall
21 terminate forthwith, unless the County of Riverside receives, prior to such effective
22 date, another properly executed original Certificate of Insurance and original copies
23 of endorsements or certified original policies, including all endorsements and
24
25
26
27
28

1 attachments thereto evidencing coverage and the insurance required herein is in full
2 force and effect. Individual(s) authorized by the insurance carrier to do so on its
3 behalf shall sign the original endorsements for each policy and the Certificate of
4 Insurance. Certificates of insurance and certified original copies of Endorsements
5 effecting coverage as required herein shall be delivered to Riverside County Mental
6 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
7
8 CONTRACTOR shall not commence operations until the County of Riverside has
9 been furnished original Certificate(s) of Insurance and certified original copies of
10 endorsements or policies of insurance, including all endorsements and any and all
11 other attachments as required in this Section.
12

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

25 XII

26 LIMITATION OF COUNTY LIABILITY:
27
28

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

4 XIII

5 WARRANTY AGAINST CONTINGENT FEES:

6
7 CONTRACTOR warrants that no person or selling agency has been employed or
8 retained to solicit or secure this Agreement upon any agreement or understanding for any
9 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
10 bona fide established commercial or selling agencies maintained by CONTRACTOR for
11 the purpose of securing business. For CONTRACTOR'S breach or violation of this
12 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
13 consideration, or otherwise recover, the full amount of such commission, percentage,
14 brokerage, or contingent fee.
15

16 XIV

17 NONDISCRIMINATION:

18
19 A. Employment

- 20 1. Affirmative Action shall be taken to ensure that applicants are employed, and
21 that employees are treated during employment, without regard to their race,
22 religion, color, sex, national origin, age, sexual preference, or disabilities. Such
23 affirmative action shall include, but not be limited to the following:
24 employment, upgrading, demotion or transfer; recruitment or recruitment
25 advertising; layoff or termination; rate of pay or other forms of compensation;
26 and selection for training, including apprenticeship. There shall be posted in
27
28

1 conspicuous places, available to employees and applicants for employment,
2 notices from DIRECTOR, or his designee, and/or the United States Equal
3 Employment Opportunity Commission setting forth the provisions of this
4 Section.

- 5
- 6 2. All solicitations or advertisements for employees placed by or on behalf of
7 CONTRACTOR shall state that all qualified applicants will receive
8 consideration for employment without regard to race, religion, color, sex,
9 national origin, age, sexual preference, or disabilities.
- 10 3. Each labor union or representative of workers with which CONTRACTOR has
11 a collective bargaining agreement or other contract or understanding must post
12 a notice advising the labor union or worker's representative of the
13 commitments under this Nondiscrimination Section and shall post copies of the
14 notice in conspicuous places available to employees and applicants for
15 employment.
- 16
- 17 4. In the event of noncompliance with this section or as otherwise provided by
18 State and Federal law, this Agreement may be terminated or suspended in
19 whole or in part and CONTRACTOR may be declared ineligible for further
20 contracts involving State funds.
- 21

22 **B. Services, Benefits, and Facilities**

- 23
- 24 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
25 Subcontractors shall not unlawfully discriminate in the provision of services
26 because of race, color, creed, national origin, sex, age, or physical, sensory,
27 cognitive, or mental disability as provided by state and federal law and in
28

1 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
2 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
3 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
4 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
5 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
6 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
7 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
8 3, Article 9.5 of the Government Code commencing with Section 11135; and
9 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
10 10800.
11

- 12
- 13 2. For the purpose of this Agreement, discrimination on the basis of race, color,
14 creed, national origin, sex age, or physical, sensory, cognitive, or mental
15 disability includes, but is not limited to, the following: denying an otherwise
16 eligible individual any service or providing benefit which is different, or is
17 provided in a different manner or at a different time, from that provided to
18 others under this Agreement; subjecting any otherwise eligible individual to
19 segregation or separate treatment in any matter related to the receipt of any
20 services; restricting an otherwise eligible individual in any way in the
21 enjoyment of any advantages or privilege enjoyed by others receiving any
22 services or benefit; and/or treating any individual differently from others in
23 determining whether such individual satisfied any admission, enrollment,
24 eligibility, membership, or other requirement or condition which individuals
25 must meet in order to be provided any service or benefit.
26
27
28

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.
 4. CONTRACTOR will maintain a safe facility in accordance with Title 9, Division 1 of the California Code of Regulations. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S "Medication Guidelines," available from the COUNTY Quality Improvement- Outpatient Division.
 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting.

- 1 6. CONTRACTORS that relocate must find space that is accessible.
2 CONTRACTORS that renovate their existing space must meet accessibility
3 standards in order to maintain funding, certification or licensure.
4
5 7. CONTRACTORS that are not currently accessible to people with disabilities
6 must have a written and posted referral policy and plan developed in
7 conjunction with the county mental health program administration and
8 consumers must be provided with a copy of this policy.
9
10 8. Existing facilities must provide a current written ADA/504 (Access to
11 Services) Plan to the County at each renewal, including a current Disability
12 Admission and Referral Policy developed in conjunction with the County
13 Mental Health Administration.

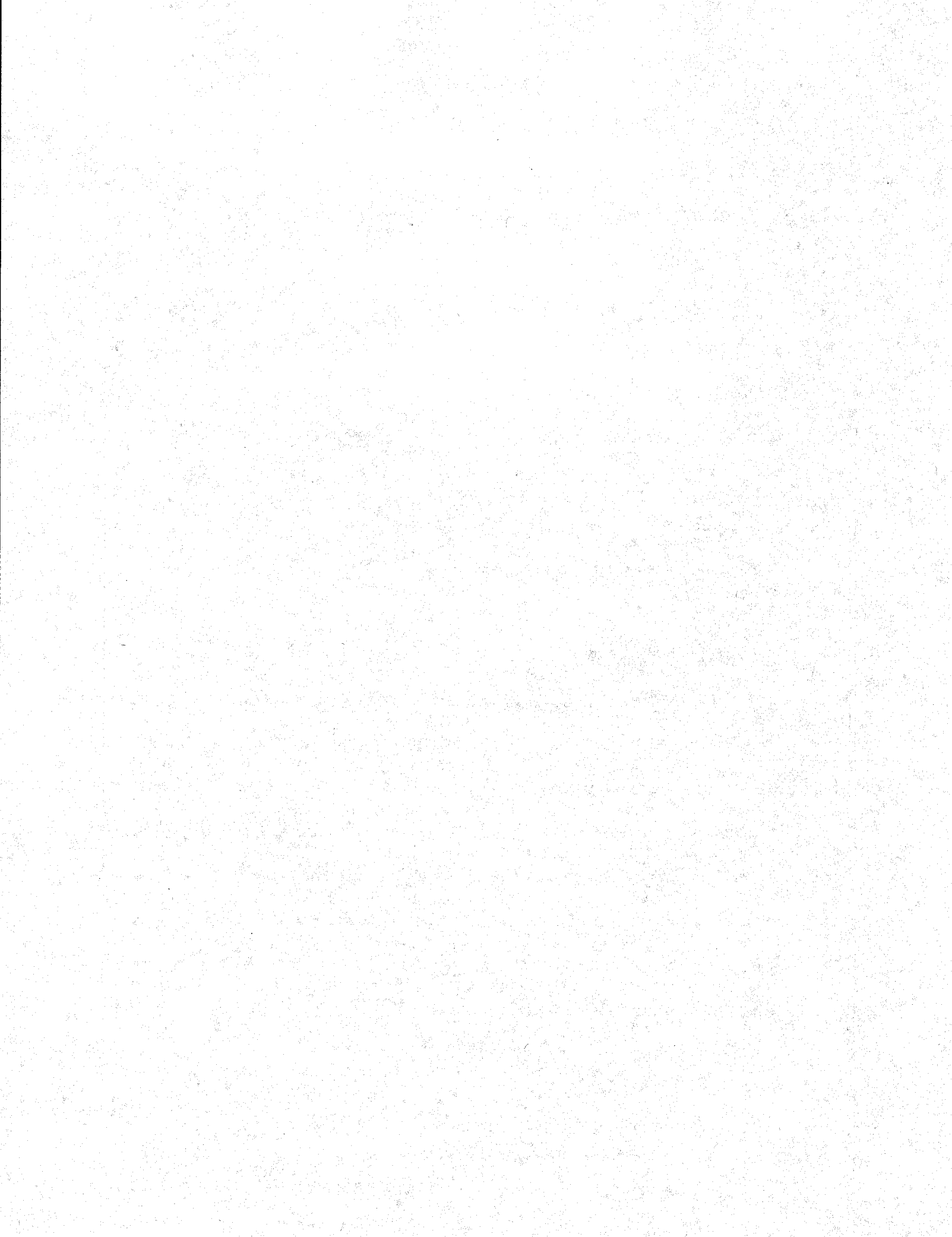
14 XV

15 PERSONS WITH DISABILITIES:

16 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
17 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
18 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
19 all guidelines and interpretations issued pursuant thereto. No qualified person with a
20 disability shall, on the basis of their disability be excluded from participation, be denied
21 the benefits of, or otherwise be subjected to discrimination under any program, service
22 activity or employment opportunity provided by programs licensed or certified under this
23 Agreement.
24
25

26 XVI

27 REPORTS:
28



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

5 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
6 specified and/or required by the COUNTY, State Department of Mental Health and Federal
7 guidelines. COUNTY may provide additional instructions on reporting requirements.

8 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the
9 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
10 the events listed hereafter, the CONTRACTOR shall make a telephonic report to the
11 State department licensing staff (hereinafter "State") within one (1) working day. The
12 telephonic report is to be followed by a written report to the COUNTY within twenty-
13 four (24) hours of the incident and within seven (7) days of the event to the State. If a
14 report to local authorities exists which meets the requirements cited, a copy of such a
15 report will suffice for the written report required by the State.

16 1. Events reported shall include:

- 17 a. Death of any resident from any cause
- 18 b. Any facility related injury of any resident which requires medical treatment
- 19 c. All cases of communicable disease reportable under Section 2502 of Title 17,
20 California Code of Regulations shall be reported to the local health officer in
21 addition to the State.
- 22 d. Poisonings
- 23 e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster
- 24 f. Fires or explosions which occur in or on the premises

25 2. Information provided shall include the following:

- 26 a. Residents' name, age, sex, and date of admission
- 27 b. Date, time and nature of the event
- 28 c. Attending physician's name, findings and treatment, if any.

1 d. The items below shall be reported to the State within ten (10) working days
2 following the occurrence.

3 (i) The organizational changes specified in Section 10531(a) of this
4 subchapter

5 (ii) Any change in the licensee's or applicant's mailing address

6 (iii) Any change of the administrator of the facility. Such notification shall
7 include the new administrator's name, address and qualifications.
8

9 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
10 requirements as mandated. The COUNTY shall provide necessary instructions and
11 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
12 requirements.
13

14 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
15 and services as required by the DIRECTOR, or its authorized designee, or by the State,
16 regarding the CONTRACTOR's activities as they affect the duties, roles,
17 responsibilities, and purposes contained in this Agreement, and as may be specifically
18 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty
19 (30) days prior written notice of any additional, required reports in this matter.
20 COUNTY shall provide instructions on the reporting requirements as required herein.
21

22 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
23 under the State Charitable Choice requirements, CONTRACTOR must adhere to the
24 following:
25

26 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
27 alternative services if, when and where applicable;
28

1 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
2 where applicable; and

3 3. Fund and/or provide alternative service if, when and where applicable.

4 Alternative services are services determined by the State to be accessible,
5 comparable, and provided within a reasonable period of time from another Mental
6 Health and/or Substance Abuse provider (or alternative provider if, when and
7 where applicable) to which the client has no objection.
8

9 XVII

10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

11 The CONTRACTOR in this Agreement is subject to all relevant requirements
12 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
13 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
14 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
15 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
16 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
17
18

19 XVIII

20 CONFIDENTIALITY:

21 CONTRACTOR shall maintain the confidentiality of all client identifying
22 information contained in records, including but not limited to patient/client records/charts,
23 billing records, research and client identifying reports, and the COUNTY'S client
24 management information system (ELMR) in accordance with WIC Sections 14100.2 and
25 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320
26 D et seq, of Title 42, United States Code and it's impending regulations (including but not
27
28

1 limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or
2 future COUNTY, State and Federal laws, regulations, ordinances and directives relating to
3 confidentiality and security of client records and information.

4 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
5 identifying information obtained or generated in the course of providing services
6 pursuant to this Agreement except for non-identifying statistical information. The
7 CONTRACTOR shall not use identifying information for any purpose other than
8 carrying out the CONTRACTOR'S obligations under this Agreement.

9
10 B. The CONTRACTOR shall not disclose confidential client identifying information
11 except as authorized by client, clients' legal representative or as permitted by Federal
12 or State law, to anyone other than the COUNTY or State without prior valid
13 authorization from the client or clients' legal representative in accordance with State
14 and Federal laws. Any disclosures made shall be logged and the log maintained in
15 accordance with State and Federal law.

16
17 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
18 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a
19 copy of any document released as a result of such request, and will provide the name,
20 address and telephone number of the requesting party.

21
22 D. For purposes of the above paragraphs, identifying information is considered to be any
23 information that reasonably identifies an individual and their past, present, or future
24 physical or mental health or condition. This includes, but is not limited to, any
25 combination of the person's name, address, Social Security Number, date of birth,
26
27
28

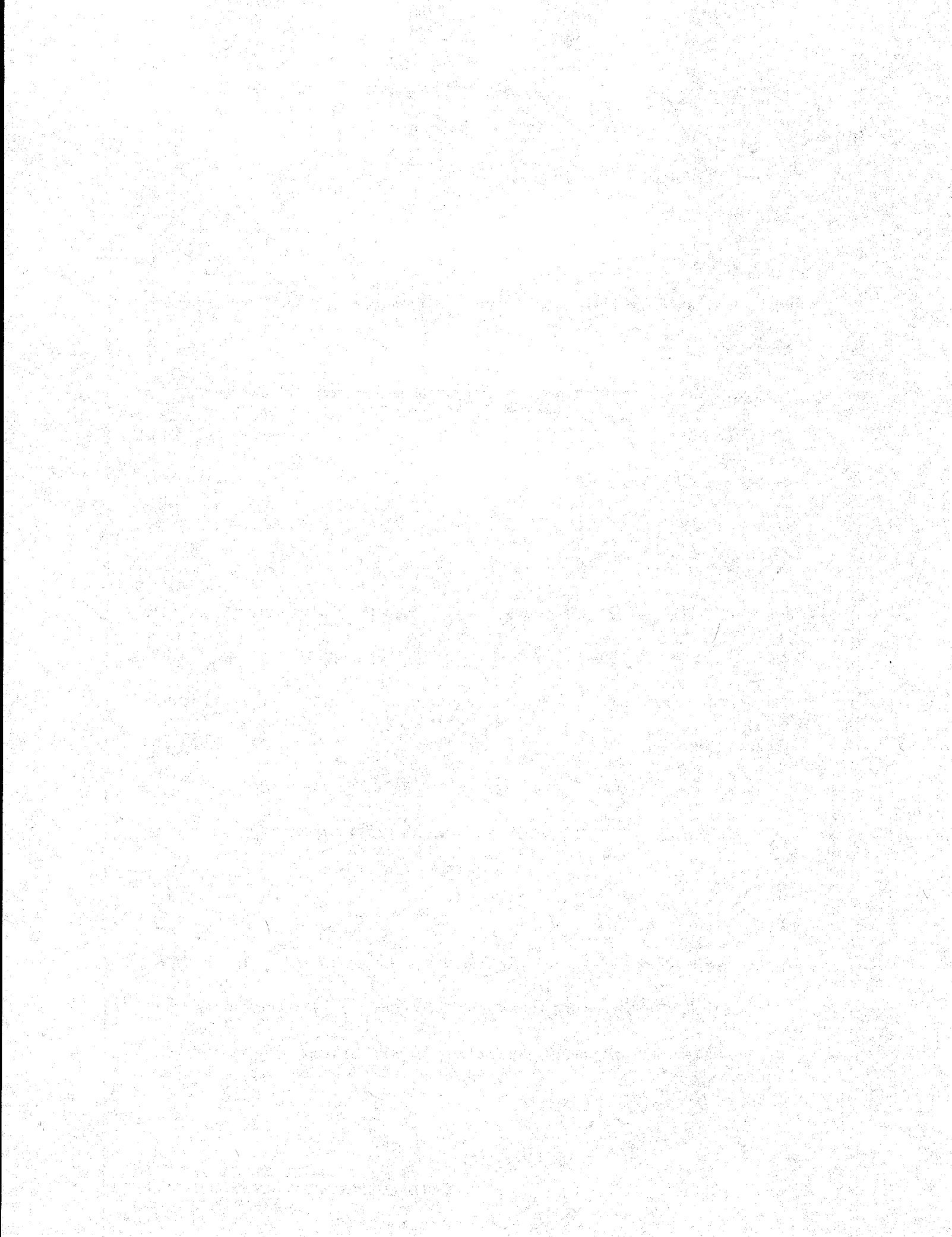
1 identifying number, symbol, or other identifying particular assigned to the individual,
2 such as finger or voice print, or photograph.

3 E. Notification of Electronic Breach or Improper Disclosure

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

19 Attention: Mental Health Compliance Officer
20 Riverside County Department of Mental Health
21 P.O. Box 7549
22 Riverside, CA 92513
23

24 If the security breach requires notification under Civil Code section 1789.82,
25 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
26 to such unauthorized disclosure required by applicable, Federal, State and/or County
27 laws and regulations.
28



1 F. Safeguards

2 The CONTRACTOR shall implement administrative, physical, and technical
3 safeguards that reasonably and appropriately protect the confidentiality, integrity,
4 and availability of the Protected Health Information (PHI), included electronic PHI,
5 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
6 prevent use or disclosure of PHI other than as provided for by this Agreement. In
7 addition, CONTRACTOR shall develop and maintain a written information privacy
8 and security program that includes administrative, technical and physical safeguards
9 appropriate to the size and complexity of the CONTRACTOR's operations and the
10 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
11 with a copy of information outlining such safeguards that are developed and
12 implemented by the CONTRACTOR upon thirty (30) days written request by the
13 COUNTY.
14
15

16 G. The CONTRACTOR shall implement strong access controls and other security
17 safeguards and precautions as noted in the following to restrict logical and physical
18 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.
19 The CONTRACTOR shall enforce the following administrative and technical
20 password controls on all systems used to process or store confidential, personal, or
21 sensitive data:
22

23 1. Passwords must not be:

- 24 a. Shared or written down where they are accessible or recognizable by anyone
25 else, such as taped to computer screens, stored under keyboards, or visible
26 in a work area;
27
28

1 b. A dictionary word; and

2 c. Stored in clear text

3 2. Passwords must be:

4 a. Eight (8) characters or more in length

5 b. Changed every 90 days

6 c. Changed immediately if revealed or compromised

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

8 from the standard keyboard:

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

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

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

12 (iv) Non-alphanumeric characters (punctuation symbols)

13
14
15 H. The CONTRACTOR shall implement the following security controls on each
16 workstation or portable computing device (e.g., laptop computer) containing
17 confidential, personal, or sensitive data:
18

19 1. Network-based firewall and/or personal firewall;

20 2. Continuously updated anti-virus software; and

21 3. Patch management process including installation of all operating
22 system/software vendor security patches.
23

24 I. The CONTRACTOR shall utilize a commercial encryption solution that has
25 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
26 data stored on portable electronic media (including, but not limited to, CDs and
27 thumb drives) and on portable computing devices (including, but not limited to,
28

1 laptop and notebook computers). The CONTRACTOR shall not transmit
2 confidential, personal, or sensitive data via-e-mail or other internet transport
3 protocol unless the data is encrypted by a solution that has been validated by the
4 National Institute of Standards and Technology (NIST) as conforming to the
5 Advanced Encryption Standard (AES) Algorithm or Triple DES.

6
7 **1. Mitigation of Harmful Effects**

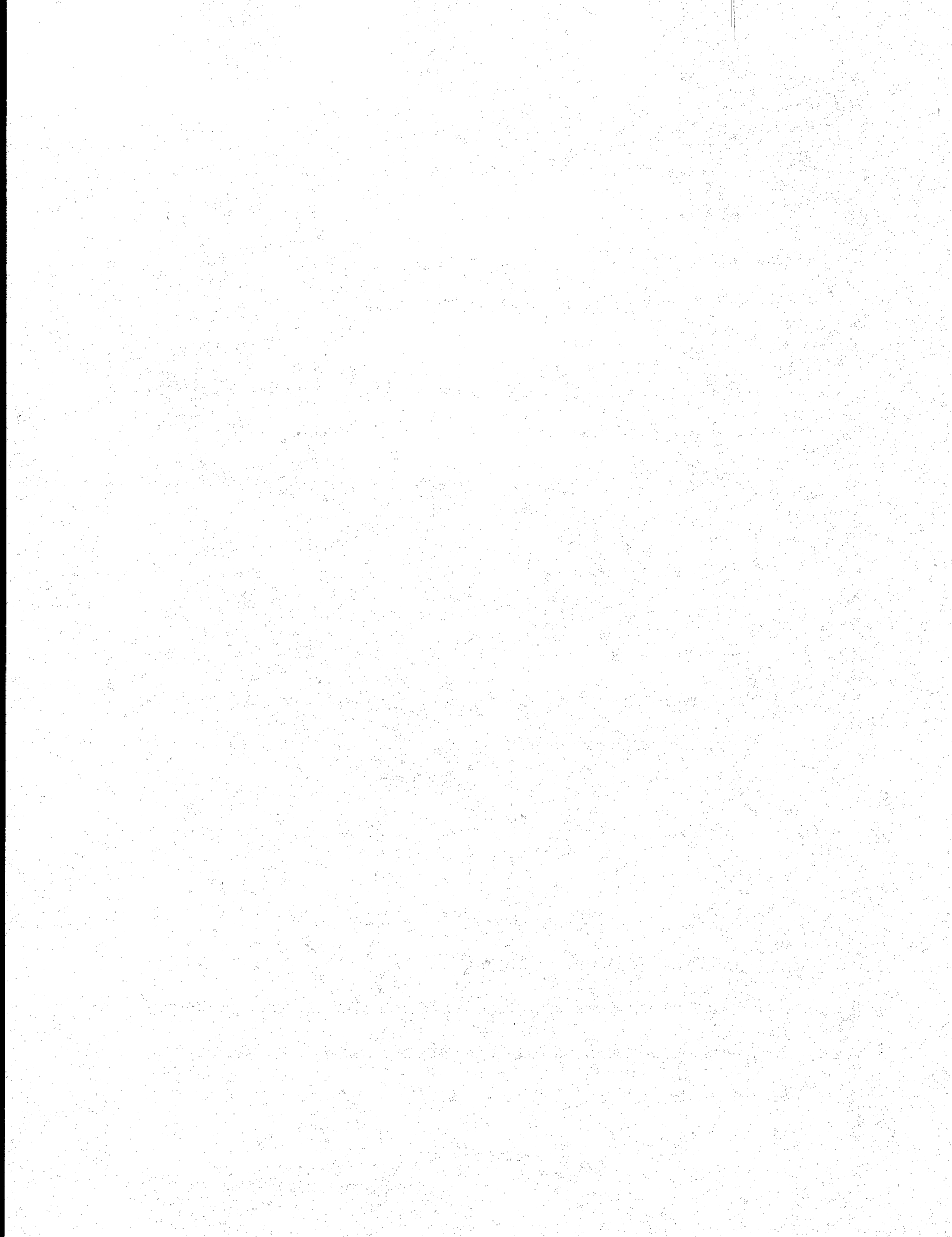
8 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
9 that is known to CONTRACTOR of a use or disclosure of PHI by
10 CONTRACTOR or its subcontractors in violation of the requirements of these
11 Provisions.

12
13 **2. Employee Training and Discipline**

14 The CONTRACTOR shall train and use reasonable measures to ensure
15 compliance with the requirements of these Provisions by employees who assist
16 in the performance of functions or activities on behalf of COUNTY under this
17 Agreement and use or disclose PHI; and discipline such employees who
18 intentionally violate any of these Provisions, including termination of
19 employment.

20
21 **3. Disclaimer**

22 COUNTY makes no warranty or representation that compliance by
23 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
24 adequate or satisfactory for CONTRACTOR's own purposes or that any
25 information in CONTRACTOR's possession or control, or transmitted or
26 received by CONTRACTOR, is or will be secure from unauthorized use or
27
28



1 disclosure. CONTRACTOR is solely responsible for all decisions made by
2 CONTRACTOR regarding the safeguarding of PHI.

3 4. Interpretation

4 The terms and conditions in these Provisions shall be interpreted as broadly as
5 necessary to implement and comply with HIPAA, the HIPAA regulations and
6 applicable State laws. The parties agree that any ambiguity in the terms and
7 conditions of these Provisions shall be resolved in favor of a meaning that
8 complies and is consistent with HIPAA and the HIPAA regulations.
9

10 CONTRACTOR shall require all its officers, employees, associates, and agents
11 providing services hereunder to acknowledge, in writing, understanding of and
12 agreement to comply with all confidentiality provisions as set forth in this
13 Agreement.
14

15 J. For the purposes of the above paragraphs, identifying information is considered to be
16 any information that reasonably identifies an individual in their past, present, or
17 future physical or mental condition. This includes, but is not limited to, any
18 combination of the person's first and last name, address, Social Security Number,
19 date of birth, identifying number, symbol, or other identifying particulars assigned to
20 the individual, such as finger or voice print, or photograph.
21

22 XIX

23 RECORDS/INFORMATION AND RECORD RETENTION:
24

25 All records shall be available for inspection by the designated auditors of COUNTY,
26 State Department of Justice, State Department of Health Care Services, U.S. Department
27 of Health and Human Services and the U.S Office of the Inspector General at reasonable
28

1 times during normal business hours. Records include, but are not limited to all physical
2 and electronic records originated or prepared pursuant to the performance under this
3 Agreement including, but not limited to, working papers, reports, financial records or
4 books of account, medical records, prescription files, subcontracts, any and other
5 documentation pertaining to medical and non-medical services for clients. Upon request,
6 at any time during the period of this Agreement, the CONTRACTOR will furnish any
7 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
8 examination and audit of the Office of the Inspector General for a period of three (3) years
9 after final payment under the Agreement.
10

11 A. Medical Records

12 CONTRACTOR shall adhere to the licensing authority, the State Department of
13 Social Services, the State Department of Health Care Services and Medi-Cal
14 documentation standards, as applicable. CONTRACTOR shall maintain adequate
15 medical records on each individual patient which includes at a minimum, a client care
16 plan, diagnostic procedures, evaluation studies, problems to be addressed,
17 medications provided, and records of service provided by the various personnel in
18 sufficient detail to make possible an evaluation of services, including records of
19 patient interviews and progress notes.
20

21 B. Financial Records

22 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
23 of each type of service for which payment is claimed. Any apportionment of costs
24 shall be made in accordance with generally accepted accounting principles and shall
25 evidence proper audit trails reflecting the true cost of the services rendered.
26
27
28

1 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
2 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
3 required by the DIRECTOR, or his designee, and the State of California. All such
4 records shall be available for inspection by the designated auditors of COUNTY or
5 State at reasonable times during normal business hours.
6

7 C. Financial Record Retention

8 Appropriate financial records shall be maintained and retained by CONTRACTOR
9 for at least five (5) years or, in the event of an audit exception and appeal, until the
10 audit finding is resolved, whichever is later.
11

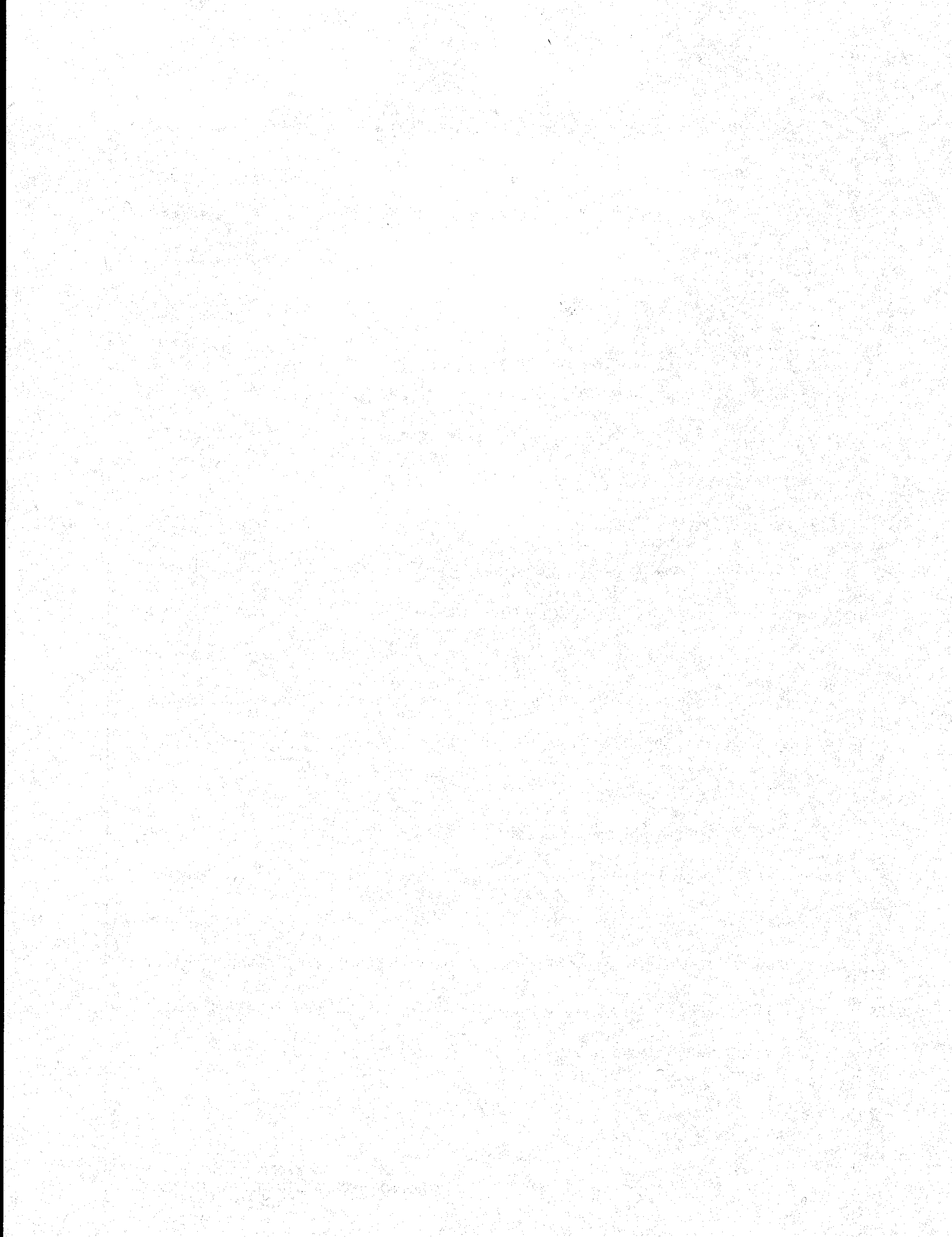
12 D. Patient/Client Record Retention

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

19 E. Shared Records/Information

20 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
21 information policy, which allows for sharing of client records and information
22 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
23 shall not release these client records or information to a third party without a valid
24 authorization.
25

26 F. Client Records
27
28



1 COUNTY is the owner of all patient care/client records. In the event that the
2 Agreement is terminated, the CONTRACTOR is required to prepare and box the
3 client medical records so that they can be archived by the COUNTY, according to
4 the procedures developed by the COUNTY. The COUNTY is responsible for taking
5 possession of the records and storing them according to regulatory requirements. The
6 COUNTY is required to provide the CONTRACTOR with a copy of any medical
7 record that is requested by the CONTRACTOR, as required by regulations, at no
8 cost to the CONTRACTOR, and in a timely manner.
9

10 G. Records Inspection

11 All records shall be available for inspection by all applicable and designated Federal,
12 State, and COUNTY auditors during normal business hours. Records shall include,
13 but are not limited to, all physical and electronic records originated or prepared
14 pursuant to the performance under this Agreement; including, but not limited to,
15 working papers, reports, financial records or books of account, medical records,
16 prescription files, subcontracts, any and other documentation pertaining to medical
17 and non-medical services for clients. Upon request, at any time during the period of
18 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
19 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
20 subject to the examination and audit of the Office of the Inspector General for a
21 period of no less than five (5) years pertaining to individuals over the age of eighteen
22 (18) years of age related documentation; and no more than ten (10) years pertaining
23 to minor related documentation after final payment under Agreement.
24
25
26
27
28

1
2 STAFFING:

3 CONTRACTOR shall comply with the staffing expectations as required by state
4 licensing requirements and as may be additionally described in Exhibit A. Such personnel
5 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
6 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
7 California Code of Regulations (CCR), the Business and Professions Code, State
8 Department of Health Care Services policy letters, and any amendments thereto.

9
10 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
11 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
12 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
13 acknowledges all its officers; employees, associates, and agents providing services
14 hereunder are eligible for reimbursement for said services by their exclusion from the
15 Federal "List of Excluded Parties" registry.
16

17
18 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
19 upon request to authorized representatives of COUNTY, the following:

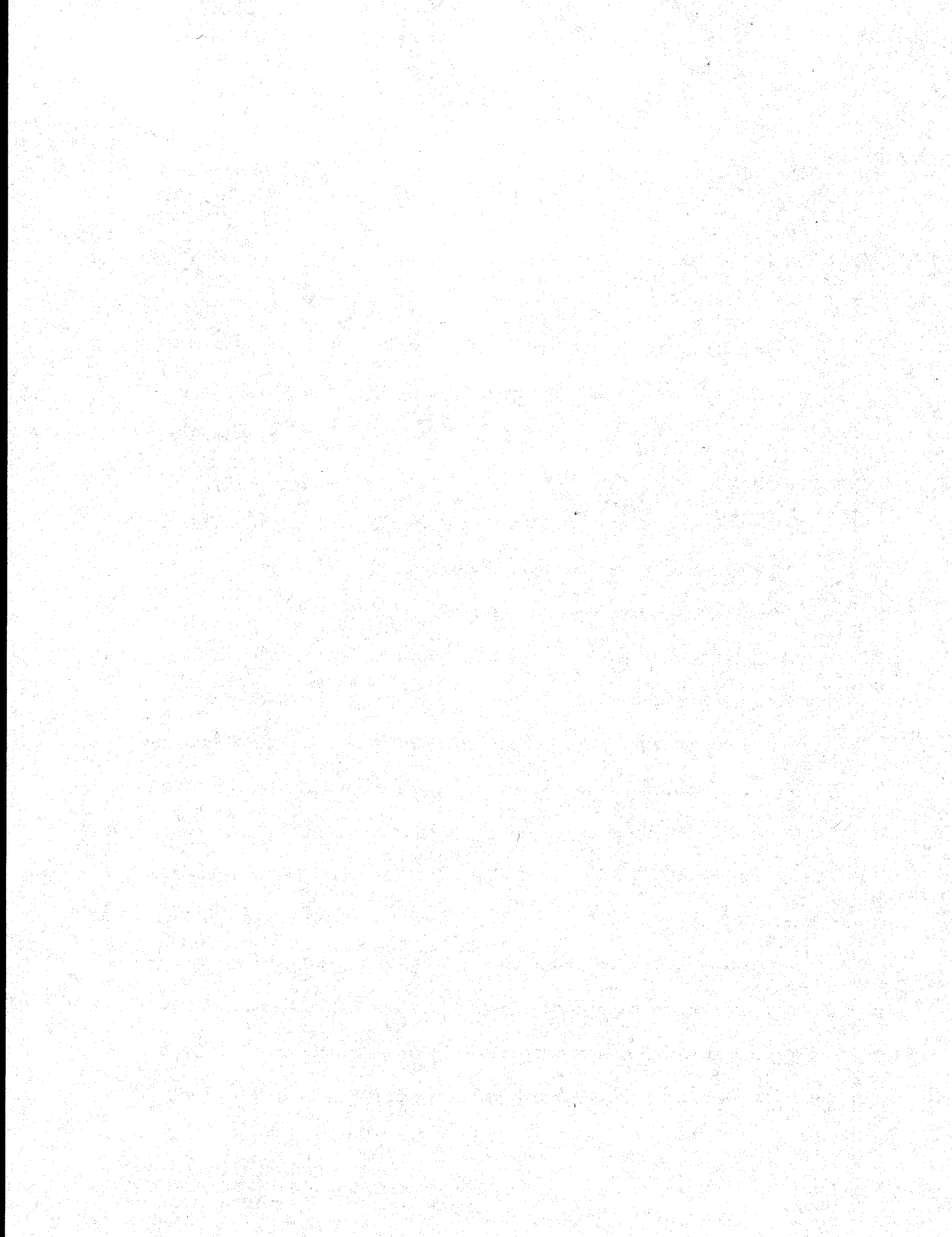
- 20 1. A list of persons by name, title, and professional degree, including, but not limited
21 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
22 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
23 select "Prefer Not to Say" and/or certification and experience of persons providing
24 services hereunder, and any other information deemed necessary by the
25 DIRECTOR or designee. All certifications should comply with applicable
26 California Health and Safety Code of Regulations.
27
28

- 1 2. Previously established and/or updated Personnel policies and procedures;
- 2 3. Updated personnel file for each staff member (including subcontractors, as
- 3 approved by COUNTY and volunteers) that includes at minimum the following:
- 4 a. Resume, employment application, proof of current licensure, all applicable
- 5 employment related certifications, registration;
- 6 b. List of all applicable trainings during time of employment to present;
- 7 c. Annual Job performance evaluation; and
- 8 d. Personnel action document for each change in status of the employee.
- 9
- 10 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
- 11 employees will designate a Disability Access Coordinator. The Access Coordinator is
- 12 responsible for the development and implementation of the program's ADA/ 504 Self-
- 13 Evaluation Plan and Annual Updates.
- 14
- 15 C. CONTRACTOR shall institute and maintain an in-service training program of
- 16 treatment review and case conferences and/or prevention strategies as appropriate, in
- 17 which professional and other appropriate personnel shall participate.
- 18
- 19 D. The CONTRACTOR recognizes the importance of child and family support
- 20 obligations and shall fully comply with all applicable State and Federal laws relating
- 21 to child and family support enforcement, including, but not limited to, disclosure of
- 22 information and compliance with earnings assignment orders, as provided in Chapter
- 23 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- 24
- 25 E. CONTRACTOR shall establish and disseminate written policies for all employees
- 26 that include detailed information about the False Claims Act and the other provisions
- 27 named in Section 1902(a)(68)(A). Included in these written policies shall be detailed
- 28

1 information about CONTRACTOR'S policies and procedures for detecting and
2 preventing fraud, waste, and abuse in federal, state and local health care programs.
3 CONTRACTOR shall also include in any employee handbook a specific discussion
4 of the laws described in the written policies, the rights of employees to be protected
5 as whistleblowers, and a specific discussion of CONTRACTOR'S policies and
6 procedures for detecting and preventing fraud, waste and abuse.
7

8 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
9 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
10 shall not pay or compensate any of its Staff, Personnel or Employees by means of
11 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
12 and/or Employees in association with the fulfillment of this Agreement shall be made
13 by means of Staff, Personnel and/or Employee Certified Payroll only.
14

15 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
16 and direct personnel service providers that will have an impact on its Electronic
17 Management of Records (ELMR) system. These changes include, but are not limited
18 to, adding new personnel, modifying existing personnel, or terminating personnel.
19 CONTRACTOR is responsible for completing the attached Computer Account
20 Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such changes
21 occur and will have an impact on ELMR data entry or system access, and shall
22 submit, via email, the completed CARF form to its designated COUNTY Program
23 Analyst for review and approval. The COUNTY designated Program Analyst will
24 then review CARF for accuracy and will then submit CARF to the COUNTY'S
25 Information Technology (I.T.) staff for processing. The COUNTY'S designated
26
27
28



1 Program Analyst will communicate with the CONTRACTOR, via email, with
2 confirmation of submission for processing, and a COUNTY I.T. or ELMR personnel
3 will contact the CONTRACTOR direct, via telephone, to confirm receipt of the
4 CARF and provide confirmation that computer access has been granted or changed as
5 requested by the CONTRACTOR.
6

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

14 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel
15 in which they employ is licensed or certified to practice, and is in possession of a
16 valid, current license or certificate to practice or to provide mental health or other
17 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal
18 funds are required to validate that their staff are not on either the OIG Exclusion List
19 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of
20 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,
21 CONTRACTORS providing Medi-Cal billable services must have, and provide in
22 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a
23 valid rendering site and/or individual provider NPI and taxonomy code that
24 corresponds with the work they are performing. Any updates or changes must be
25 made by the CONTRACTOR to the National Plan & Provider Enumeration System
26
27
28

1 (NPES) within thirty (30) days. CONTRACTOR may establish their own procedures
2 to ensure adherence to these requirements.

3 XXI

4 CULTURAL COMPETENCY

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

19
20
21
22 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
23 and timely mental health service delivery; staff training; and organizational
24 policies and procedures related to the treatment of culturally diverse
25 populations. CONTRACTOR shall perform specific outcome studies, on-site
26
27
28

1 reviews and written reports to be made available to the COUNTY upon
2 request.

3 2. CONTRACTOR shall provide services that are non-discriminatory and that
4 meet the individual needs of the multi-cultural beneficiaries to be served.
5 CONTRACTOR shall ensure that high quality accessible mental health care
6 includes:

- 7
- 8 a. Clinical care and therapeutic interventions which are linguistically and
9 culturally appropriate; including, at a minimum, admission, discharge,
10 and medication consent forms available in Spanish.
 - 11 b. Have a comprehensive management strategy to address culturally and
12 linguistically appropriate services, including strategic goals, plans,
13 policies, procedures and designated staff responsible for implementation.
 - 14 c. Medically appropriate interventions, which acknowledge specific cultural
15 influences.
 - 16 d. Provision and utilization of qualified interpreters within twenty-four (24)
17 hours of identified need.
 - 18 e. Screening and certification of interpreters as specified in subparagraph 3
19 a below.
 - 20 f. Training to mental health providers in building the cultural knowledge
21 and skill required to provide culturally appropriate treatment of client
22 population served.
23
24
25
26
27
28

1 g. Develop and implement a strategy to recruit, retain and promote
2 qualified, diverse and culturally competent administrative, clinical and
3 support staff that are trained and qualified.

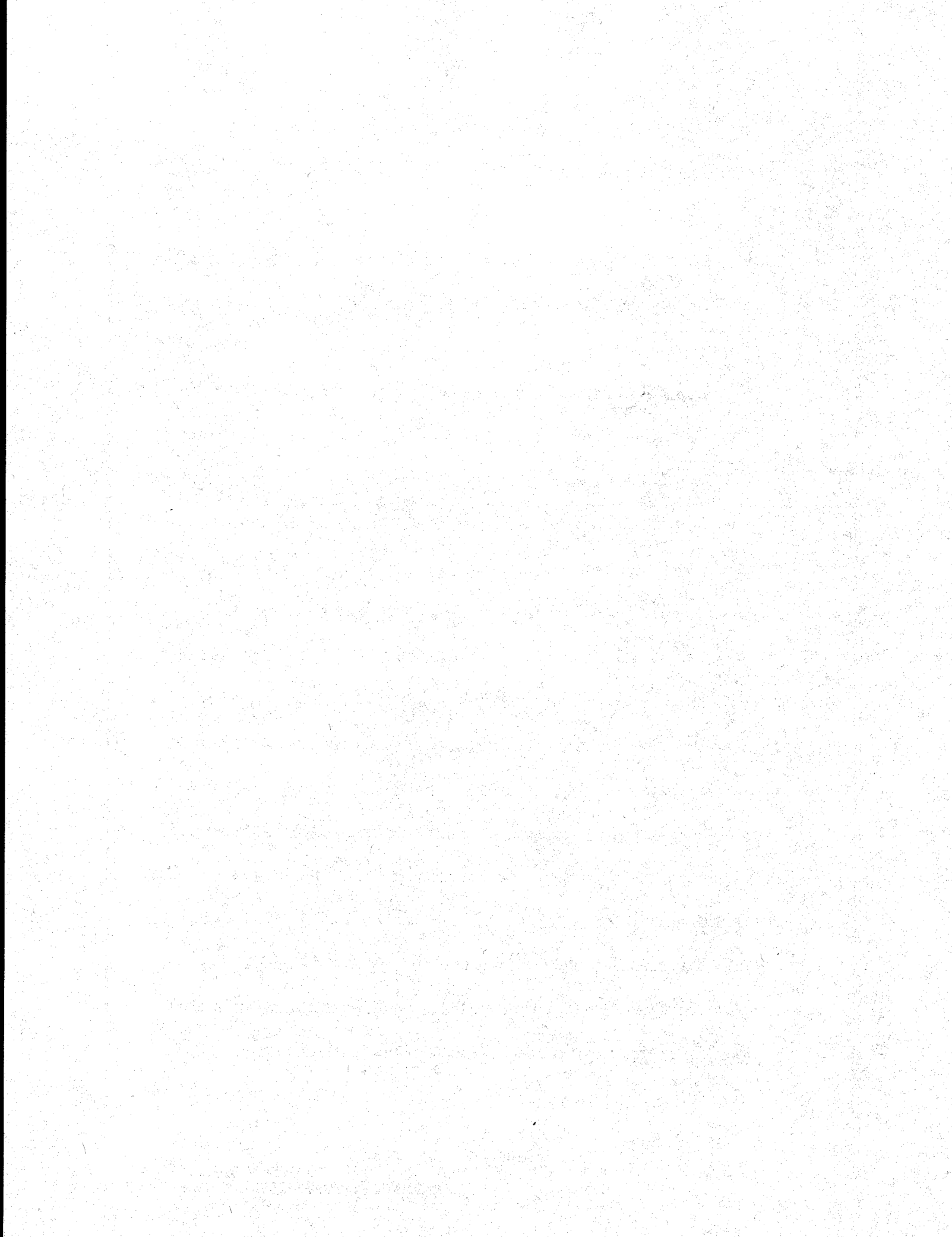
4 h. Client related information translated into the various languages of the
5 diverse populations served.

6 i. Provide oral and written notices, including translated signage at key
7 points of contact, to clients in their primary language informing them of
8 their right to receive no-cost interpreter services.
9

10 3. CONTRACTOR shall make available bilingual professional staff or qualified
11 interpreter to ensure adequate communication between clients and mental
12 health staff. Any individual with limited English language capability or other
13 communicative barriers shall have equal access to mental health services.
14

15 a. A qualified interpreter is defined as someone who is fluent in English and
16 in the necessary second language, who can accurately speak, read and
17 readily interpret the necessary second language and/or accurately sign and
18 read sign language. A qualified interpreter must be able to translate in
19 linguistically appropriate mental health terminology necessary to convey
20 information such as symptoms or instructions to the client in both
21 languages.
22

23 b. A fluently bilingual person, who is not trained in the provision of mental
24 health services, must complete training prior to providing services, which
25 covers terms and concepts associated with mental health medications, and
26
27
28



1 cultural beliefs and practices which may influence the client's mental
2 health condition.

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

9
10 Riverside County Department of Mental Health Cultural Competency Program

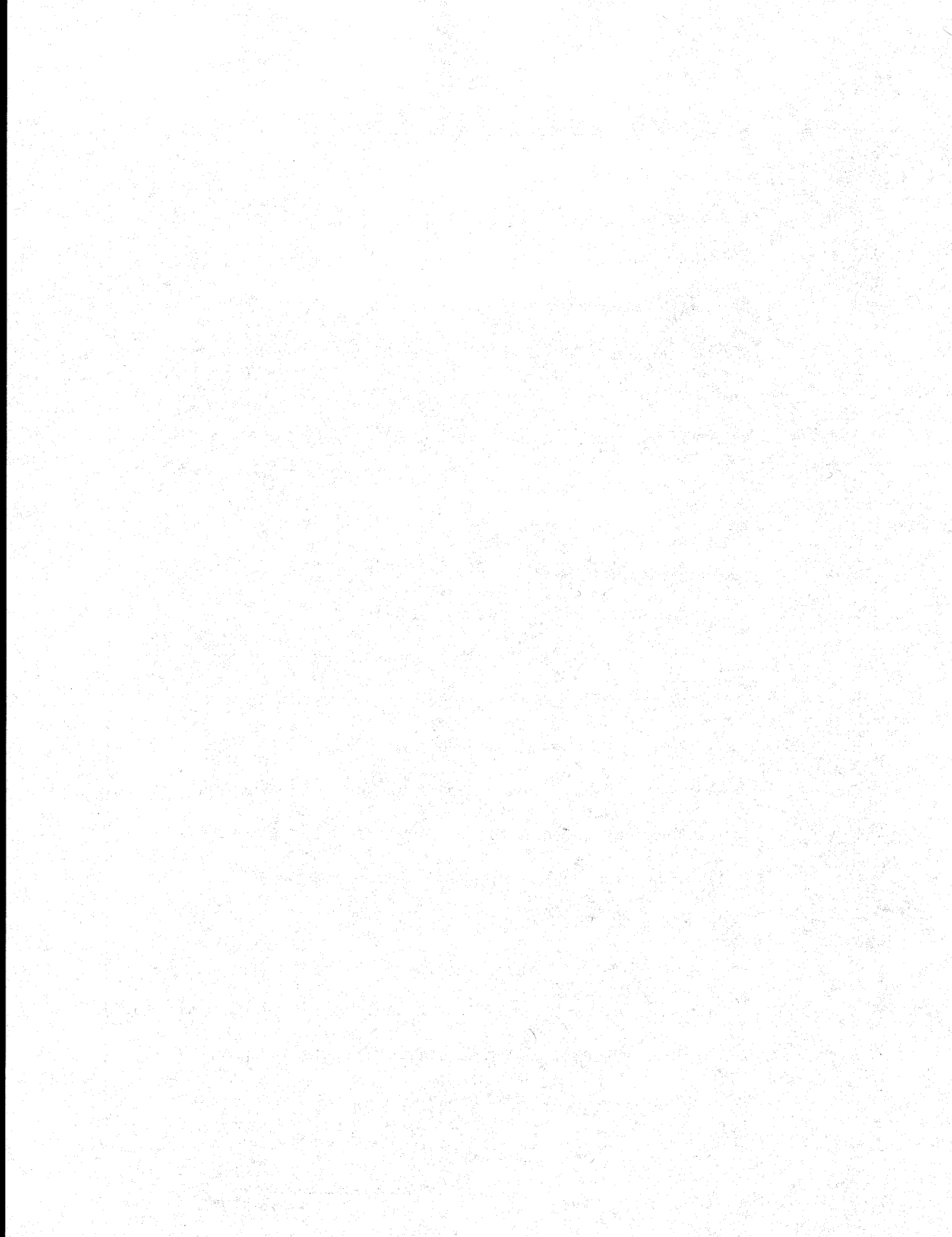
11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

- 15
16 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
17 Program Manager, as needed by the CONTRACTOR and as coordinated by
18 the COUNTY, to determine and implement cultural competency activities that
19 shall include, but is not limited to, compliance with the cultural competency
20 requirements outlined in Section XXI of this Agreement.
21
22 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of
23 cultural competency as needed and requested by CONTRACTOR.
24
25 7. CONTRACTOR will be responsible for participating in cultural competency
26 trainings as required by the COUNTY'S Cultural Competency Plan. The
27 following is a partial list of annual cultural competency trainings and topics
28



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

- 11 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
 12 annually in writing, all cultural competency related trainings that staff
 13 members have taken. The following format is recommended:
 14

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

20 CONTRACTOR training information shall be submitted via facsimile to 951-
 21 358-4792 to the attention of the COUNTY Cultural Competency Program
 22 Manager on or before June 30 of each fiscal year.

- 24 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
 25 Program Manager in writing if the June 30th deadline can not be met.
 26 CONTRACTOR will be responsible for requesting an extension from the
 27 COUNTY'S Cultural Competency Program Manager. All requests for
 28



1 extensions must be put in writing and mailed or faxed to the COUNTY'S
2 Cultural Competency 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

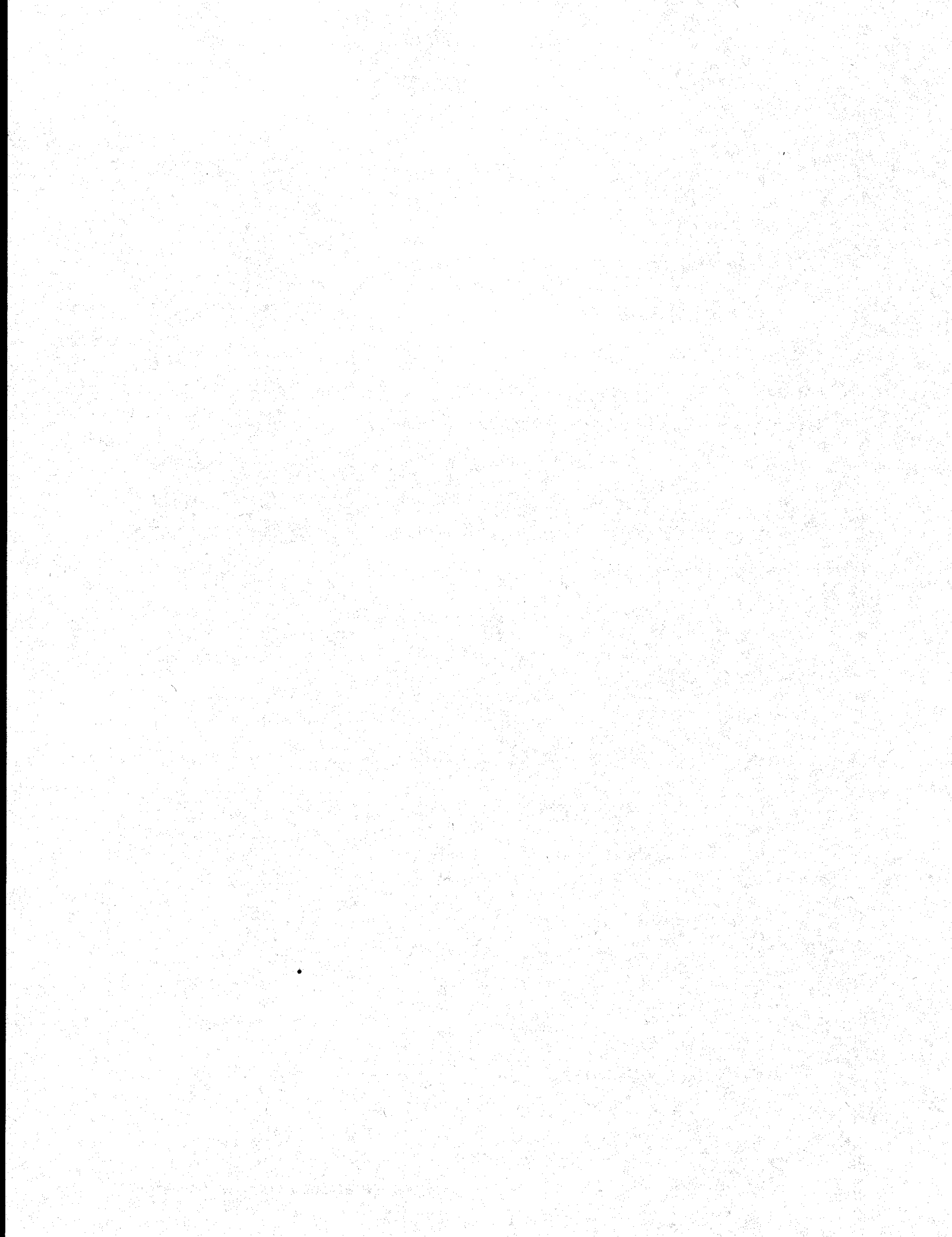
16 CONFLICT OF INTEREST:

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

22 XXIV

23 PATIENTS' RIGHTS:

24 Patients' rights shall be observed by CONTRACTOR as provided in the Health and
25 Safety Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code
26 of Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to
27
28



1 clients, clients' records, and facility personnel to monitor the CONTRACTOR'S
2 compliance with said statutes and regulations.

3 XXV

4 WAIVER OF PERFORMANCE:

5 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
6 be deemed or construed as a waiver at any time thereafter of the same or any other
7 provisions contained herein or of the strict and timely performance of such provisions.
8

9 XXVI

10 DRUG-FREE WORKPLACE CERTIFICATION:

11 If State funds are utilized to fund this Agreement as specified in Schedule I, the
12 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
13 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
14 California that the CONTRACTOR will comply with the requirements of the Drug-Free
15 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
16 free workplace doing all of the following.
17
18

- 19 A. Publish a statement notifying employees that unlawful manufacture, distribution,
20 dispensation, possession, or use of controlled substances is prohibited and specifying
21 actions to be taken against employees for violations, as required by Government
22 Code Section 8355 (a).
23
24 B. Establish a Drug-Free Awareness Program as required by Government Code Section
25 8355 (a) to inform employees about all of the following:
26
27 1. The dangers of substance abuse in the workplace.
28 2. The CONTRACTORS policy of maintaining a drug-free workplace.

3. Any available counseling, rehabilitation, and employee assistance programs.
4. Penalties that may be imposed upon employees for substance abuse violations.

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

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

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

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

XXVII

TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.

1 D. The COUNTY reserves the right to terminate the Agreement without warning at the
2 discretion of the Director or designee, when CONTRACTOR has been accused
3 and/or found to be in violation of any County, State, or Federal laws and regulations.

4 E. The COUNTY may terminate this Agreement immediately due to a change in
5 status, delegation, assignment or alteration of the Agreement not consented to by
6 COUNTY.

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

13
14 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
15 may take one or more of the following actions as appropriate:

- 16 1. Temporarily withhold payments pending correction of the deficiency.
- 17 2. Disallow (that is deny funds) for all or part of the cost or activity not in
18 compliance.
- 19 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
20 request repayment to COUNTY if any disallowance is rendered after audit
21 findings.
22

23
24 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
25 F above, or the CONTRACTOR is notified that the Agreement will not be extended
26 beyond the termination date as specified in Section II, PERIOD OF
27 PERFORMANCE, CONTRACTOR shall:
28

