

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

688



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
May 1, 2014

**SUBJECT:** Approval of the one year Agreement with Telecare Corporation for Psychiatric Health Facility (PHF) & Crisis Stabilization Unit (CSU) Mental Health Services (District: 4) [\$ 7,117,772 ongoing]. State & Federal

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

1. Approve the one year Agreement with Telecare Corporation in the amount of \$ 7,117,772 for the provision of PHF and CSU mental health services.
2. Authorize the Chairman of the Board to sign the Agreement with Telecare Corporation;
3. Authorize the Director of the Department of Mental Health to administer the terms of the Agreement;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to increase or decrease this Agreement while staying within the Board approved annual aggregate of \$10,308,062 based upon the availability of funding, and to sign amendments that do not change the substantive terms of the Agreement through June 30, 2015.

(Continued on page 2)

JW:MPS

*Jerry Wengert*  
\_\_\_\_\_  
Jerry Wengert, Director  
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$	\$ 7,117,772	\$ 7,117,772	\$ 7,117,772	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** State 88%, Federal 12% Budget Adjustment: NO  
For Fiscal Year: 14/15

**C.E.O. RECOMMENDATION:** APPROVE

County Executive Office Signature *Jennifer L. Sargent*  
BY: \_\_\_\_\_  
Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried,  
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: June 3, 2014  
xc: SOLE MHA Mental Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 06/25/13, 3-20 | District: 4 | Agenda Number:

3-59

PURCHASING: *Mary Selig* Assistant Director  
 Departmental Counsel: *Shirley M. Boeva*  
 COUNTY APPROVED COUNTY COUNSEL  
 DATE: 5/14/14  
 BY: ELENIA M. BOEVA

- Positions Added
- Change Order
- A-30
- 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of the FY 14/15 Agreement with Telecare Corporation for Psychiatric Health Facility (PHF) & Crisis Stabilization Unit (CSU) Mental Health Services ( District 4) [\$7,117,772 ongoing]. State & Federal**

**DATE:** May 1, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

The Department of Mental Health (DMH) operates a continuum of care system that consists of County operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County. The PHF and CSU will be a licensed inpatient facility designated to provide 72-hour treatment and evaluation services. Telecare will also seek Lanterman-Petris-Short (LPS) designation to provide acute mental health services for individuals involuntarily detained under California Welfare & Institution Code Section 5150. Such services are currently provided at this 12 bed outpatient crisis stabilization unit as well as the 16 bed psychiatric health facility, and there is no other LPS designated facility in the eastern region of Riverside County. Therefore, the DMH is requesting that the Board of Supervisors approve the FY 14/15 Agreement with Telecare Corporation for PHF and CSU mental health services.

**Impact on Citizens and Businesses**

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

**Additional Fiscal Information**

The psychiatric health facility portion of this Agreement is funded through realignment funds and the outpatient crisis stabilization unit is funded through Mental Health Services Act (MHSA) funds. This Agreement has a termination clause in the event that applicable Federal, State and/or County funds become unavailable for service provision. There are sufficient funds in the department's FY 14/15 budget and no additional County funds are required.

**Contract History and Price Reasonableness**

On October 31, 2013, DMH issued a formal Request for Proposal (No. MHARC-142) seeking competitive proposals from agencies qualified to provide PHF and CSU services in the desert region. Four proposals were received. After reviewing the proposals and conducting group discussions, the evaluation committee found Telecare Corporation as the most responsive and responsible bidder with the best price to provide these acute mental health services. Telecare Corporation will provide intensive psychiatric treatment and mental health services to DMH clients at an appropriate level of care.

COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL 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 TELECARE CORPORATION, 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 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

By: Faith Richie

Faith Richie

Print Name

Date: 5-8-14

**COUNTY COUNSEL:**

Pamela J. Walls

Approved as to form

By: [Signature]

Deputy County Counsel

**COUNTY**

By: Jeff Stone

Jeff Stone, Chairman  
Board of Supervisors

Date: JUN 03 2014

**ATTEST:**

KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

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I

1  
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in  
4 Exhibit A, Exhibit B, Exhibit C, Schedule I and any other exhibits, attachments or  
5 addendums attached hereto and by this reference incorporated herein to this Agreement.  
6

7 II

8 PERIOD OF PERFORMANCE:

9 This Agreement shall be effective as of July 1, 2014, and continue in effect through  
10 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional  
11 five (5) years, subject to the availability of funds.  
12

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

16 In consideration of services provided by CONTRACTOR, COUNTY shall  
17 reimburse CONTRACTOR in the amount and manner outlined and described in  
18 Exhibit C and Schedule I, attached hereto and by this reference incorporated herein  
19 to this Agreement. CONTRACTOR agrees to submit their National Provider  
20 Identification (NPI) and other support or required documentation to the COUNTY  
21 prior to reimbursement be processed by the COUNTY.  
22

23  
24 B. Restrictions On Salaries

25 CONTRACTOR agrees that no part of any federal funds provided under this  
26 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the  
27 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.  
28

1 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall  
2 be responsible for making sure that their organization is in full compliance with all  
3 applicable Federal, State, County or local salary restrictions in conjunction with  
4 performing the services herein.

5  
6 C. Union Organizing

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

20  
21  
22 D. Lobbying And Restrictions And Disclosures Certification

23 Applicable to federally funded contracts in excess of \$100,000 per Section 1352  
24 Title 31, USC, Section 1352 and 45 CFR Part 93:

- 25  
26 1. Certification and Disclosure Requirements  
27  
28

- 1 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-  
2 contract, grant or sub-grant, which is subject to Title 31, USC, Section  
3 1352, and which exceeds \$100,000 at any tier, shall file a certification  
4 (in the form set forth in by the COUNTY), consisting of one page,  
5 entitled "Certification Regarding Lobbying" that the recipient has not  
6 made, and will not make, any payment prohibited by sub-section B of  
7 this provision.  
8
- 9 b. CONTRACTOR shall file a disclosure (in the form set forth by the  
10 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying  
11 Activities") if any funds other than federally appropriated funds have  
12 been paid or will be paid to any person for influencing or attempting to  
13 influence any officer or employee of any agency, a Member of  
14 Congress, an officer or employee of Congress, or any employee of a  
15 Member of Congress in connection with this federal grant.  
16
- 17 c. CONTRACTOR shall require that the language of this certification be  
18 included in the award documents for all sub-awards at all tiers  
19 (including subcontracts, sub-grants, and contracts under grants, loans  
20 and cooperative agreements) and that all sub-recipients shall certify and  
21 disclose accordingly.  
22
- 23 d. CONTRACTOR shall file a disclosure form at the end of each calendar  
24 quarter in which there occurs any event that requires disclosure or that  
25 materially affect the accuracy of the information contained in any  
26 disclosure form previously filed by such person under Paragraph 1(a)  
27  
28



1 herein. An event that materially affects the accuracy of the information  
2 reported includes:

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

6  
7 (ii) A change in the person(s) or individual(s) influencing or  
8 attempting to influence a covered federal action;

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

12  
13 (iv) CONTRACTOR who requests or receives from a person referred  
14 to in Paragraph 1(a) of this provision a contract, subcontract, grant  
15 or sub-grant exceeding \$100,000 at any tier under a contract or  
16 grant shall file a certification, and a disclosure form, if required, to  
17 the next tier above;

18  
19 (v) All disclosure forms (but no certifications) shall be forwarded from  
20 tier to tier until received by the entity referred to in Paragraph 1(a)  
21 of this provision. The CONTRACTOR shall forward all disclosure  
22 forms to the COUNTY in order for the COUNTY to forward to  
23 Program/Regional Administrator.  
24

25 E. Prohibition

26 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated  
27 funds may be expended to pay any person influencing or attempting to influence an  
28

1 officer or employee of any agency, a Member of Congress, an officer or employee of  
2 Congress, or an employee of a Member of Congress in connection with any of the  
3 following covered federal actions: the awarding of any federal contract, the making  
4 of any federal grant, the making of any federal loan, entering into any cooperative  
5 agreement, and the extension, continuation, renewal, amendment, or modification of  
6 any federal contract, grant, loan or cooperative agreement.  
7

8 F. National Provider Identifier (NPI)

9 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs  
10 must be submitted to the Riverside County Department of Mental Health (RCDMH)  
11 Information Services Unit prior to rendering services to clients. Contractors providing  
12 Medi-Cal billable services must also submit rendering (individual) provider NPIs to  
13 RCDMH Information Services Unit for each staff member providing Medi-Cal  
14 billable services. Contractor reimbursement will not be processed unless NPIs are on  
15 file with RCDMH in advance of providing services to clients. It is the responsibility  
16 of each contract provider site and individual staff member that bills Medi-Cal to obtain  
17 an NPI from the National Plan and Provider Enumeration System (NPPES). Each  
18 contract site, as well as every staff member that provides billable services, is  
19 responsible for notifying the National Plan & Provider Enumeration System (NPPES)  
20 within 30 days of any updates to personal information (worksite address, name  
21 changes, taxonomy code changes, etc.).  
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IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

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

1 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR  
2 personnel regarding COUNTY consumer aftercare services and continuity of care  
3 with the COUNTY.

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

9  
10 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall  
11 provide a written plan of corrective action addressing the non-compliance.

12  
13 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,  
14 it shall suspend other punitive actions to give the CONTRACTOR the  
15 opportunity to come into compliance.

16  
17 3. If the COUNTY determines CONTRACTOR has failed to implement  
18 corrective action, funds may be withheld until compliance is achieved.

19  
20 4. CONTRACTOR shall cooperate with any such effort by COUNTY including  
21 follow-up investigation and interview of witnesses. Failure to cooperate or  
22 take corrective action as may be indicated by an investigation could result in  
23 termination of this Agreement.

24 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the  
25 State, COUNTY or local government shall have the right to audit, inspect, excerpt,  
26 copy or transcribe any pertinent records and documentation relating to this  
27 Agreement or previous year's Agreements.  
28

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 deemed necessary for material non-compliance as it pertains to  
26 any provision of this Agreement.  
27  
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1  
2 STATUS OF CONTRACTOR:

- 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 of it by  
9 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility  
10 for the acts of its employees or agents as they relate to services to be provided.  
11 CONTRACTOR shall bear the sole responsibility and liability for furnishing  
12 workers' compensation benefits to any person for injuries arising from or connected  
13 with services performed on behalf of COUNTY pursuant to this Agreement.  
14  
15 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health  
16 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA  
17 standards and laws and regulations relating thereto, and shall comply therewith as to  
18 all relative elements under this Agreement.  
19  
20 C. CONTRACTOR is responsible for payment and deduction of all employment-related  
21 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,  
22 but not limited, to all Federal, State and applicable local income taxes and  
23 withholdings. COUNTY shall not be required to make any deductions from  
24 compensation payable to CONTRACTOR for these purposes.  
25  
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1 D. 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 employer-  
3 employee relationship exists by reason of this Agreement.

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

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

21 ADMINISTRATIVE CHANGE IN STATUS:

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

- 25 1. A change in status is defined as, but is not limited to, a name change not  
26 amounting to a change of ownership, moving a facility's service location within  
27  
28

1 the same region, closing a facility with services being offered in another already  
2 existing contracted facility, or change in services offered without an increase to  
3 the Agreement maximum. Other changes to the Agreement may result in a more  
4 formal Agreement amendment. Involuntary changes of status due to disasters  
5 should be reported to the COUNTY as soon as possible.  
6

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

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

24 4. If there are any CONTRACTOR administrative changes, such as signatory  
25 authority, management, site addresses, business locations, remittance addresses,  
26 tax identification numbers, business ownership, etc., a letter, on  
27  
28



1 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of  
2 the Board or President or Chief Executive Officer, or its designee, and/or a copy  
3 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate  
4 documentation must be submitted to COUNTY within two weeks of the change.

5  
6 VII

7 DELEGATION AND ASSIGNMENT:

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

ALTERATION:

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

IX

LICENSES:

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

X

INDEMNIFICATION:

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

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

XI

INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold harmless the County of Riverside and the State of California, CONTRACTOR shall

1 procure and maintain or cause to be maintained, at its sole cost and expense, the following  
2 insurance coverage during the term of this Agreement. With respect to the insurance section  
3 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special  
4 Districts, and Department, their respective directors, officers, Board of Supervisors,  
5 employees, elected or appointed officials, agents, or representatives as Additional Insureds.  
6

7 A. Workers' Compensation

8 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR  
9 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws  
10 of the State of California. Policy shall include Employers' Liability (Coverage B)  
11 including Occupational Disease with limits not less than \$1,000,000 per person per  
12 accident. Policy shall be endorsed to waive subrogation in favor of the County of  
13 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer  
14 Endorsement.  
15

16 B. Commercial General Liability

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

2 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the  
3 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for  
4 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
6 shall apply separately to this Agreement or be no less than two (2) times the occurrence  
7 limit. Policy shall name the COUNTY as Additional Insured.  
8

9 D. Professional Liability

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

- 2 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
3 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
4 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
5 If the COUNTY Risk Manager waives a requirement for a particular insurer, such  
6 waiver is only valid for that specific insurer and only for one policy term.
- 7
- 8 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
9 self-insured retentions. If such deductibles or self-insured retentions exceed  
10 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
11 written consent of the COUNTY Risk Manager before the commencement of  
12 operations under this Agreement. Upon notification of deductibles or self insured  
13 retentions which are deemed unacceptable to the COUNTY, at the election of the  
14 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
15 eliminate such deductibles or self-insured retentions with respect to this Agreement  
16 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
17 related investigations, claims administration, defense costs and expenses.
- 18
- 19
- 20 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
21 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
22 certified original copies of Endorsements effecting coverage as required herein; or,  
23 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
24 original Certified copies of policies including all Endorsements and all attachments  
25 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
26 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
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1 provide no less than thirty (30) days written notice be given to the County of  
2 Riverside prior to any material modification or cancellation of such insurance. In the  
3 event of a material modification or cancellation of coverage, this Agreement shall  
4 terminate forthwith, unless the County of Riverside receives, prior to such effective  
5 date, another properly executed original Certificate of Insurance and original copies  
6 of endorsements or certified original policies, including all endorsements and  
7 attachments thereto evidencing coverage and the insurance required herein is in full  
8 force and effect. Individual(s) authorized by the insurance carrier to do so on its  
9 behalf shall sign the original endorsements for each policy and the Certificate of  
10 Insurance. Certificates of insurance and certified original copies of Endorsements  
11 effecting coverage as required herein shall be delivered to Riverside County Mental  
12 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.  
13 CONTRACTOR shall not commence operations until the County of Riverside has  
14 been furnished original Certificate(s) of Insurance and certified original copies of  
15 endorsements or policies of insurance, including all endorsements and any and all  
16 other attachments as required in this Section.  
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- 20 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
21 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
22 covenant and shall be construed as primary insurance, and the COUNTY'S  
23 insurance and/or deductibles and/or self-insured retentions or self-insured programs  
24 shall not be construed as contributory.  
25  
26 5. CONTRACTOR shall pass down the insurance obligations contained herein to all  
27 tiers of subcontractors working under this Agreement.  
28

1 6. Failure by CONTRACTOR to procure and maintain the required insurance shall  
2 constitute a material breach of the Agreement upon which COUNTY may  
3 immediately terminate or suspend this Agreement.

4 XII

5 LIMITATION OF COUNTY LIABILITY:

6 Notwithstanding any other provision of this Agreement, the liability of COUNTY  
7 shall not exceed the amount of funds appropriated in the support of this Agreement by the  
8 California Legislature.  
9

10 XIII

11 WARRANTY AGAINST CONTINGENT FEES:

12 CONTRACTOR warrants that no person or selling agency has been employed or  
13 retained to solicit or secure this Agreement upon any agreement or understanding for any  
14 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or  
15 bona fide established commercial or selling agencies maintained by CONTRACTOR for  
16 the purpose of securing business. For CONTRACTOR'S breach or violation of this  
17 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of  
18 consideration, or otherwise recover, the full amount of such commission, percentage,  
19 brokerage, or contingent fee.  
20  
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22 XIV

23 NONDISCRIMINATION:

24 A. Employment

- 25 1. Affirmative Action shall be taken to ensure that applicants are employed, and  
26 that employees are treated during employment, without regard to their race,  
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1 religion, color, sex, national origin, age, sexual preference, or disabilities. Such  
2 affirmative action shall include, but not be limited to the following:  
3 employment, upgrading, demotion or transfer; recruitment or recruitment  
4 advertising; layoff or termination; rate of pay or other forms of compensation;  
5 and selection for training, including apprenticeship. There shall be posted in  
6 conspicuous places, available to employees and applicants for employment,  
7 notices from DIRECTOR, or his designee, and/or the United States Equal  
8 Employment Opportunity Commission setting forth the provisions of this  
9 Section.  
10

- 11
- 12 2. All solicitations or advertisements for employees placed by or on behalf of  
13 CONTRACTOR shall state that all qualified applicants will receive  
14 consideration for employment without regard to race, religion, color, sex,  
15 national origin, age, sexual preference, or disabilities.
- 16
- 17 3. Each labor union or representative of workers with which CONTRACTOR has  
18 a collective bargaining agreement or other contract or understanding must post  
19 a notice advising the labor union or worker's representative of the  
20 commitments under this Nondiscrimination Section and shall post copies of the  
21 notice in conspicuous places available to employees and applicants for  
22 employment.  
23
- 24 4. In the event of noncompliance with this section or as otherwise provided by  
25 State and Federal law, this Agreement may be terminated or suspended in  
26 whole or in part and CONTRACTOR may be declared ineligible for further  
27 contracts involving State funds.  
28

1 B. Services, Benefits, and Facilities

2 1. CONTRACTOR certifies that CONTRACTOR and any or all of its  
3 Subcontractors shall not unlawfully discriminate in the provision of services  
4 because of race, color, creed, national origin, sex, age, or physical, sensory,  
5 cognitive, or mental disability as provided by state and federal law and in  
6 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];  
7 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the  
8 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education  
9 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990  
10 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment  
11 and Housing Act (Government Code Section 12900 et. Seq.) and regulations  
12 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division  
13 3, Article 9.5 of the Government Code commencing with Section 11135; and  
14 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section  
15 10800.

16 2. For the purpose of this Agreement, discrimination on the basis of race, color,  
17 creed, national origin, sex age, or physical, sensory, cognitive, or mental  
18 disability includes, but is not limited to, the following: denying an otherwise  
19 eligible individual any service or providing benefit which is different, or is  
20 provided in a different manner or at a different time, from that provided to  
21 others under this Agreement; subjecting any otherwise eligible individual to  
22 segregation or separate treatment in any matter related to the receipt of any  
23 services; restricting an otherwise eligible individual in any way in the  
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1 enjoyment of any advantages or privilege enjoyed by others receiving any  
2 services or benefit; and/or treating any individual differently from others in  
3 determining whether such individual satisfied any admission, enrollment,  
4 eligibility, membership, or other requirement or condition which individuals  
5 must meet in order to be provided any service or benefit.  
6

7 3. CONTRACTOR shall further establish and maintain written procedures under  
8 which any person, applying for or receiving services hereunder, may seek  
9 resolution from CONTRACTOR of a complaint with respect to any alleged  
10 discrimination in the provision of services by CONTRACTOR'S personnel.  
11 Such procedures shall also include a provision whereby any such person, who  
12 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred  
13 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the  
14 purpose of presenting his or her complaint of alleged discrimination. Such  
15 procedures shall also indicate that if such person is not satisfied with  
16 COUNTY'S resolution or decision with respect to the complaint of alleged  
17 discrimination, he or she may appeal the matter to the California Department  
18 of Health Care Services. CONTRACTOR will maintain a written log of  
19 complaints for a period of seven (7) years.  
20

21  
22 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,  
23 Division 1 of the California Code of Regulations. CONTRACTOR will store  
24 and dispense medications in compliance with all applicable State and Federal  
25 laws and regulations and COUNTY'S "Medication Guidelines," available from  
26 the COUNTY Quality Improvement- Outpatient Division.  
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- 1 5. 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 6. 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 7. 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 county mental health program administration and  
11 consumers must be provided with a copy of this policy.
- 12  
13 8. 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 County  
16 Mental Health Administration.

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18 XV

19 PERSONS WITH DISABILITIES:

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

3 XVI

4 REPORTS:

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

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

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

21 1. Events reported shall include:

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

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f. Fires or explosions which 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.
- 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
- (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, 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.

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

- 4 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
5 alternative services if, when and where applicable;  
6  
7 2. Ensure that CONTRACTOR refers clients to alternative services if, when and  
8 where applicable; and  
9  
10 3. Fund and/or provide alternative service if, when and where applicable.  
11 Alternative services are services determined by the State to be accessible,  
12 comparable, and provided within a reasonable period of time from another Mental  
13 Health and/or Substance Abuse provider (or alternative provider if, when and  
14 where applicable) to which the client has no objection.

15 XVII

16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

17 The CONTRACTOR in this Agreement is subject to all relevant requirements  
18 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),  
19 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part  
20 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR  
21 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for  
22 implementation of relevant law(s) and/or regulation(s) promulgated under this law.  
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XVIII

CONFIDENTIALITY:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (ELMR) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

- A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR'S obligations under this Agreement.
- B. The CONTRACTOR shall not disclose confidential client identifying information except as authorized by client, clients' legal representative or as permitted by Federal or State law, to anyone other than the COUNTY or State without prior valid authorization from the client or clients' legal representative in accordance with State



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, CONTRACTOR will provide the COUNTY with a  
5 copy of any document released as a result of such request, and will provide the name,  
6 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 finger or voice print, 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 Mental 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 Mental 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: Mental Health Compliance Officer  
4 Riverside County Department of Mental Health  
5  
6 P.O. Box 7549  
7  
8 Riverside, CA 92513

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

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 logical and physical  
3 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.  
4 The CONTRACTOR shall enforce the following administrative and technical  
5 password controls on all systems used to process or store confidential, personal, or  
6 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

19 d. Composed of characteristics from at least three of the following four groups  
20 from the standard keyboard:

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

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

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

24 (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  
11 data stored on portable electronic media (including, but not limited to, CDs and  
12 thumb drives) and on portable computing devices (including, but not limited to,  
13 laptop and notebook computers). The CONTRACTOR shall not transmit  
14 confidential, personal, or sensitive data via-e-mail or other internet transport  
15 protocol unless the data is encrypted by a solution that has been validated by the  
16 National Institute of Standards and Technology (NIST) as conforming to the  
17 Advanced Encryption 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 finger or voice print, or photograph.  
9

10 XIX

11 RECORDS/INFORMATION AND RECORD RETENTION:

12 All records shall be available for inspection by the designated auditors of COUNTY, State  
13 Department of Justice, State Department of Health Care Services, U.S. Department of  
14 Health and Human Services and the U.S Office of the Inspector General at reasonable  
15 times during normal business hours. Records include, but are not limited to all physical  
16 and electronic records originated or prepared pursuant to the performance under this  
17 Agreement including, but not limited to, working papers, reports, financial records or  
18 books of account, medical records, prescription files, subcontracts, any and other  
19 documentation pertaining to medical and non-medical services for clients. Upon request,  
20 at any time during the period of this Agreement, the CONTRACTOR will furnish any  
21 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the  
22 examination and audit of the Office of the Inspector General for a period of three (3) years  
23 after final payment under the Agreement.  
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27 A. Medical 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  
28

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. The  
20 COUNTY is required to provide the CONTRACTOR with a copy of any medical  
21 record that is requested by the CONTRACTOR, as required by regulations, at no  
22 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,  
28



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 three (3) years pertaining to individuals over the age of  
10 eighteen (18) years of age related documentation after final payment under  
11 Agreement.  
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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; employees, associates, and agents providing services  
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1 hereunder are eligible for reimbursement for said services by their exclusion from the  
2 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 1. A list of persons by name, title, and professional degree, including, but not limited  
6 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)  
7 Training, First Aid training, languages spoken, Race/Ethnicity with an option to  
8 select "Prefer Not to Say" and/or certification and experience of persons providing  
9 services hereunder, and any other information deemed necessary by the  
10 DIRECTOR or designee. All certifications should comply with applicable  
11 California Health and Safety Code of Regulations.

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

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

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

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

18 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more  
19 employees will designate a Disability Access Coordinator. The Access Coordinator is  
20 responsible for the development and implementation of the program's ADA/ 504 Self-  
21 Evaluation Plan and Annual Updates.  
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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 Chapter  
8 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

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 Section 1902(a)(68)(A). Included in these written policies shall be  
12 detailed information about CONTRACTOR'S policies and procedures for detecting  
13 and preventing fraud, waste, and abuse in federal, state and local health care  
14 programs. CONTRACTOR shall also include in any employee handbook a specific  
15 discussion of the laws described in the written policies, the rights of employees to be  
16 protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies  
17 and procedures for detecting and preventing fraud, waste and abuse.

18 F. CONTRACTOR shall follow all Federal, State and County policies, laws and  
19 regulations regarding Staffing and/or Employee compensation. CONTRACTOR  
20 shall not pay or compensate any of its Staff, Personnel or Employees by means of  
21 cash. All payments or compensation made to CONTRACTOR Staff, Personnel  
22 and/or Employees in association with the fulfillment of this Agreement shall be  
23 made by means of Staff, Personnel and/or Employee Certified Payroll only.  
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1 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
2 and direct personnel service providers that will have an impact on its Electronic  
3 Management of Records (ELMR) system. These changes include, but are not  
4 limited to, adding new personnel, modifying existing personnel, or terminating  
5 personnel. CONTRACTOR is responsible for completing the attached Computer  
6 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such  
7 changes occur and will have an impact on ELMR data entry or system access, and  
8 shall submit, via email, the completed CARF form to its designated COUNTY  
9 Program Analyst for review and approval. The COUNTY designated Program  
10 Analyst will then review CARF for accuracy and will then submit CARF to the  
11 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S  
12 designated Program Analyst will communicate with the CONTRACTOR, via email,  
13 with confirmation of submission for processing, and a COUNTY I.T. or ELMR  
14 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt  
15 of the CARF and provide confirmation that computer access has been granted or  
16 changed as requested by the CONTRACTOR.  
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20 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of  
21 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none  
22 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals  
23 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in  
24 writing within thirty (30) calendar days, if and when any CONTRACTOR'S  
25 personnel are found listed on this site and what action has been taken to remedy the  
26 matter.  
27  
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1 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel  
2 in which they employ is licensed or certified to practice, and is in possession of a  
3 valid, current license or certificate to practice or to provide mental health or other  
4 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal  
5 funds are required to validate that their staff are not on either the OIG Exclusion List  
6 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of  
7 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,  
8 CONTRACTORS providing Medi-Cal billable services must have, and provide in  
9 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a  
10 valid rendering site and/or individual provider NPI and taxonomy code that  
11 corresponds with the work they are performing. Any updates or changes must be  
12 made by the CONTRACTOR to the National Plan & Provider Enumeration System  
13 (NPPE) within thirty (30) days. CONTRACTOR may establish their own  
14 procedures to ensure adherence to these requirements.

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18 XXI

19 CULTURAL COMPETENCY

20 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally  
21 competent manner by recruiting, hiring, maintaining and providing staff who can  
22 deliver services in the manner specified to the diverse multicultural population  
23 served under this Agreement. CONTRACTOR shall provide multi-cultural services  
24 in a language appropriate and culturally sensitive manner, in a setting accessible to  
25 diverse communities. Multi-cultural diversity includes, but is not limited to,  
26 ethnicity; age; sexual preference; gender and persons who are disabled.  
27  
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1 CONTRACTOR shall document its efforts to provide multi-cultural services in the  
2 manner specified. Documentation may include, but is not limited to the following:  
3 records in personnel files attesting to efforts made in recruitment and hiring  
4 practices; participation in COUNTY sponsored and other cultural competency  
5 training; the availability of literature in multiple languages/formats as appropriate;  
6 and identification of measures taken to enhance accessibility for, and sensitivity to,  
7 persons with disabilities.  
8

- 9
- 10 1. CONTRACTOR shall demonstrate program access; linguistically appropriate  
11 and timely mental health service delivery; staff training; and organizational  
12 policies and procedures related to the treatment of culturally diverse  
13 populations. CONTRACTOR shall perform specific outcome studies, on-site  
14 reviews and written reports to be made available to the COUNTY upon  
15 request.  
16
  - 17 2. CONTRACTOR shall provide services that are non-discriminatory and that  
18 meet the individual needs of the multi-cultural beneficiaries to be served.  
19 CONTRACTOR shall ensure that high quality accessible mental health care  
20 includes:
    - 21 a. Clinical care and therapeutic interventions which are linguistically and  
22 culturally appropriate; including, at a minimum, admission, discharge,  
23 and medication consent forms available in Spanish.  
24
    - 25 b. Have a comprehensive management strategy to address culturally and  
26 linguistically appropriate services, including strategic goals, plans,  
27 policies, procedures and designated staff responsible for implementation.  
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- c. Medically appropriate interventions, which acknowledge specific cultural influences.
- d. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need.
- e. Screening and certification of interpreters as specified in subparagraph 3 a below.
- f. Training to mental health providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served.
- g. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified.
- h. Client related information translated into the various languages of the diverse populations served.
- i. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.

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

- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and

1 readily interpret the necessary second language and/or accurately sign and  
2 read sign language. A qualified interpreter must be able to translate in  
3 linguistically appropriate mental health terminology necessary to convey  
4 information such as symptoms or instructions to the client in both  
5 languages.

6  
7 b. A fluently bilingual person, who is not trained in the provision of mental  
8 health services, must complete training prior to providing services, which  
9 covers terms and concepts associated with mental health medications, and  
10 cultural beliefs and practices which may influence the client's mental  
11 health condition.

12  
13 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency  
14 Plan as set forth in the Board of Supervisors approved Cultural Competency  
15 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S  
16 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural  
17 Competency Manager or designee upon written request via certified mail or  
18 facsimile to:

19  
20 Riverside County Department of Mental Health Cultural Competency Program

21 P.O. Box 7549

22 Riverside, California 92513

23 Attention: Cultural Competency Manager

24 Fax: 951-358-4792

25  
26 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
27 Program Manager, as needed by the CONTRACTOR and as coordinated by  
28



1 the COUNTY, to determine and implement cultural competency activities that  
 2 shall include, but is not limited to, compliance with the cultural competency  
 3 requirements outlined in Section XXI of this Agreement.

4 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of  
 5 cultural competency as needed and requested by CONTRACTOR.

6 7. CONTRACTOR will be responsible for participating in cultural competency  
 7 trainings as required by the COUNTY'S Cultural Competency Plan. The  
 8 following is a partial list of annual cultural competency trainings and topics  
 9 that may be available through the COUNTY to assist CONTRACTORS with  
 10 meeting training requirements, though capacity will be limited: Cultural  
 11 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural  
 12 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;  
 13 Training Staff in the use of Mental Health Interpreters; Training in the Use of  
 14 Interpreters in the Mental Health Setting. In order to attend the COUNTY  
 15 offered trainings, CONTRACTOR must contact the Cultural Competency  
 16 Manager at the contact information location in subparagraph 4 of paragraph A.  
 17 in Section XXI, CULTURAL COMPENTENCY.

18 8. CONTRACTOR will be responsible for reporting back to the COUNTY,  
 19 annually in writing, all cultural competency related trainings that staff  
 20 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
<b>Example:</b> 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

1  
2 CONTRACTOR training information shall be submitted via facsimile to 951-  
3 358-4792 to the attention of the COUNTY Cultural Competency Program  
4 Manager on or before June 30 of each fiscal year.

- 5 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency  
6 Program Manager in writing if the June 30<sup>th</sup> deadline can not be met.

7  
8 CONTRACTOR will be responsible for requesting an extension from the  
9 COUNTY'S Cultural Competency Program Manager. All requests for  
10 extensions must be put in writing and mailed or faxed to the COUNTY'S  
11 Cultural Competency Program Manager at the contact information listed herein.  
12

13 XXII

14 INFORMING MATERIALS:

15 CONTRACTOR shall provide all clients with a Notice of Privacy Practices  
16 information brochure or pamphlet during the time of the client's first visit. The  
17 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices  
18 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum  
19 and/or every time the Notice of Privacy Practices information is updated and/or changed.  
20 Also, the CONTRACTOR is responsible for having the client or consumer sign,  
21 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or  
22 consumer signed acknowledgement on file every three (3) years upon receipt from client or  
23 consumer.  
24

25 XXIII

26 CONFLICT OF INTEREST:

27 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY  
28 enables him to influence the award of this Agreement or any competing Agreement, and

1 no spouse or economic dependent of such employee in any capacity herein, or in any other  
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENTS' RIGHTS:

5 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety  
6 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of  
7 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,  
8 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with  
9 said statutes and regulations.  
10

11 XXV

12 WAIVER OF PERFORMANCE:

13 No waiver by COUNTY at any time of any of the provisions of this Agreement shall  
14 be deemed or construed as a waiver at any time thereafter of the same or any other  
15 provisions contained herein or of the strict and timely performance of such provisions.  
16

17 XXVI

18 DRUG-FREE WORKPLACE CERTIFICATION:

19 If State funds are utilized to fund this Agreement as specified in Schedule I, the  
20 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the  
21 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of  
22 California that the CONTRACTOR will comply with the requirements of the Drug-Free  
23 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-  
24 free workplace doing all of the following.  
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1 A. Publish a statement notifying employees that unlawful manufacture, distribution,  
2 dispensation, possession, or use of controlled substances is prohibited and specifying  
3 actions to be taken against employees for violations, as required by Government  
4 Code Section 8355 (a).

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
6 8355 (a) to inform employees about all of the following:  
7

- 8 1. The dangers of substance abuse in the workplace.
- 9 2. The CONTRACTORS policy of maintaining a drug-free workplace.
- 10 3. Any available counseling, rehabilitation, and employee assistance programs.
- 11 4. Penalties that may be imposed upon employees for substance abuse violations.

12 C. Provide as required by Government Code Section 8355 (a) that every employee who  
13 works on the proposed Agreement:  
14

- 15 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 16 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a  
17 condition of employment on the Agreement.  
18

19 Failure to comply with these requirements may result in suspension of payments  
20 under the Agreement or termination of the Agreement or both and the  
21 CONTRACTOR may be ineligible for award of future State contracts if the  
22 COUNTY determines that any of the following has occurred:  
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- 24 1. The CONTRACTOR has made a false certification or,
- 25 2. Violates the certification by failing to carry out the requirements as noted above.  
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XXVII

TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) 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.
- D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Mental Health, CONTRACTOR fails to provide for the health and safety of patients served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:

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

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

1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
3. If clients are to be transferred to another facility for services, furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer;
4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner consistent with the best interest of the clients' welfare;
5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal

1 services. With respect to these canceled commitments, the CONTRACTOR  
2 agrees to provide a written plan to Director (or his designee within thirty (30)  
3 days for settlement of all outstanding liabilities and all claims arising out of  
4 such cancellation of commitments. Such plan shall be subject to the approval  
5 or ratification of the COUNTY, which approval or ratification shall be final for  
6 all purposes of this clause;  
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8 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
9 extent, if any, as directed by COUNTY, any equipment which, if the  
10 Agreement had been completed, would have been required to be furnished to  
11 COUNTY; and  
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13 7. Take such action as may be necessary, or as COUNTY may direct, for the  
14 protection and preservation of the equipment related to this Agreement which  
15 is in the possession of CONTRACTOR and in which COUNTY has or may  
16 acquire an interest;  
17

18 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
19 previously allowed until the date of termination, as determined by the Notice  
20 of Termination.  
21

22 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after  
23 receipt of a Notice of Termination, or on expiration of this Agreement as specified in  
24 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two  
25 (32) days from the effective date thereof, unless an extension, in writing, is granted  
26 by the COUNTY.  
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1 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed  
2 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY  
3 reserves the right to enter into settlement talks with the CONTRACTOR in order to  
4 resolve any remaining and/or outstanding contractual issues, including but not  
5 limited to, financials, services, billing, cost report, etc. In such instances of  
6 settlement and/or litigation, CONTRACTOR will be solely responsible for  
7 associated costs for their organizations' legal process pertaining to these matters  
8 including, but not limited to, legal fees, documentation copies, and legal  
9 representatives.  
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11 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
12 and are in addition to any other rights and remedies provided by law or under this  
13 Agreement.  
14

15 XXVIII

16 DISPUTE:

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

7 XXIX

8 SEVERABILITY:

9 If any provision of this Agreement or application thereof to any person or  
10 circumstances shall be declared invalid by a court of competent jurisdiction, or is in  
11 contravention of any Federal, State, or County statute, ordinance, or regulation, the  
12 remaining provisions of this Agreement or the application thereof shall not be invalidated  
13 thereby and shall remain in full force and effect, and to that extent the provisions of this  
14 Agreement are declared severable.  
15

16 XXX

17 VENUE:

18  
19 This Agreement shall be construed and interpreted according to the laws of the State  
20 of California. Any action at law or in equity brought by either of the parties hereto for the  
21 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of  
22 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions  
23 of law providing for a change of venue in such proceedings in any other COUNTY.  
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XXXI

NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

CONTRACTOR:

COUNTY:

TELECARE CORPORATION  
1080 MARINA VILLAGE PARKWAY,  
SUITE # 100, ALAMEDA, CA 94501  
ATTENTION: MS. FAITH RICHIE,  
SENIOR VICE PRESIDENT,  
DEVELOPMENT

RIVERSIDE COUNTY  
BOARD OF SUPERVISORS  
4080 LEMON STREET  
RIVERSIDE, CA 92501

INFORMATIONAL COPY TO:

RIVERSIDE COUNTY  
DEPARTMENT OF MENTAL HEALTH  
P.O. BOX 7549  
RIVERSIDE, CA 92513-7549  
ATTENTION: PROGRAM SUPPORT

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.

1 EXHIBIT A

2 Telecare Corporation

3 Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU), Indio, CA

4 Fiscal Year 2014-2015:

5 PROVIDER NAME: TELECARE CORPORATION

6 DEPT. ID/PROGRAM: 4100202293/74700/83550/530280

7 RCDMH MISSION STATEMENT

8 Riverside County Department of Mental Health (RCDMH – referred to as COUNTY) exists to  
9 provide effective, efficient, and culturally competent community-based services that enable  
10 severely mentally disabled adults and older adults, substance abusers, and individuals on  
11 conservatorship to achieve and maintain their optimal level of healthy personal and social  
12 functions.

13 THE FACILITY

14 The 32,000 square foot facility is constructed pursuant to Acute Psychiatric Hospital standards.  
15 The facility includes: a kitchen; medical records area; Agreement staff offices, storage areas and  
16 other support services areas. The facility houses four distinct programs:

- 17 1. A 24/7 psychiatric crisis stabilization/urgent care that is 5150 designated for involuntary  
18 mental health care;
- 19 2. A 16 bed unit that is 5150 designated for acute inpatient treatment, with its own nurse's  
20 station;
- 21 3. Anka Behavioral Healthcare's 15 bed Crisis Residential Treatment (CRT) unit, a fully  
22 contained and totally separate facility not addressed in this Agreement;
- 23 4. Offices assigned to County Outpatient services, staffed by County employees and fully  
24 separate from the services described and paid for under this Agreement.

1 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

2 CONTRACTOR shall operate the facility and be open for business 24 hours per day, 365 days  
3 per year.

4 CONTRACTOR shall provide the following service programs:

5 1) PSYCHIATRIC HEALTH FACILITY (PHF): This is a 16 bed adult Psychiatric Health  
6 Facility with an intensive treatment program licensed by the California Department of Mental  
7 Health as an acute inpatient program, and designated by RCDMH as a 5150 facility  
8 providing involuntary psychiatric care.

9 2) CRISIS STABILIZATION UNIT (CSU) This Urgent Care service provides less than 24-  
10 hour care to consumers of all ages. This service either stabilizes consumers sufficiently to  
11 return them to the community; or admits them to an appropriate psychiatric inpatient facility,  
12 in less than 24 hours.

13 Crisis Stabilization – Urgent Care is defined by the State Department of Mental Health  
14 Rehabilitation Option Manual as an “immediate face-to-face response lasting less than 24  
15 hours, to or on behalf of an individual exhibiting acute psychiatric symptoms, provided in a  
16 24 hour health facility .....as allowable under the facility licensure. The goal is to avoid the  
17 need for inpatient services by alleviating problems which, if not treated, present an imminent  
18 threat to the individual or other’s safety or substantially increase the risk of the individual  
19 becoming gravely disabled. Service activities include, but are not limited to assessment,  
20 evaluation, collateral contacts, medication support services, crisis intervention, and therapy. “

21 GENERAL SERVICES

22 CONTRACTOR is to provide a caring, qualified staff, a pleasing environment and proven  
23 treatment programs. Since a single therapeutic approach does not work for everyone, program  
24 offerings are based on the needs of the consumers, including group, individual and family  
25 counseling, behavior modification, a variety of therapeutic and recreational activities and one to

1 one staff to consumer interactions. The total therapeutic approach is solidly anchored in a well-  
2 supervised milieu. The goal of treatment is to place consumers in a less restrictive level of care  
3 at a lower cost as soon as the individual achieves an appropriate stability of psychiatric  
4 symptoms.

#### 5 CONSUMER CARE

6 The CONTRACTOR agrees to provide quality care of consumers suffering from mental  
7 disorders, including meals, services of a dietician, medical care, medication, general nursing,  
8 social and psychological services, psychiatric care, recreational and occupational therapy.

#### 9 MEDICAL CARE

10 Arrangements for medical care services when medically necessary, including the following:

- 11 - Clinical laboratory services- upon admission will include CBC, UA, RPR, SMA-  
12 20 PREGNANCY, lipid panel, and DRUG SCREEN. In addition thyroid panels,  
13 medication levels and other tests as needed and necessary for psychiatric treatment  
14 are expected.
- 15 - Radiology services as required for the treatment of the psychiatric condition or at  
16 the discretion of the treating physician.
- 17 - Physical therapy as required for the diagnosis and/or treatment of the psychiatric  
18 condition.
- 19 - Medical testing as required for the diagnosis and/or treatment of the psychiatric  
20 condition including EKG, EEG AND EMG.
- 21 - Speech and Hearing evaluation, as required for the diagnosis/treatment of the  
22 psychiatric condition.
- 23 - Psychological testing, when ordered by the Psychiatrist. Psychological testing will  
24 conducted by a licensed psychologist.

1 - Individual, group, and family therapy or counseling will be provided by  
2 professional and paraprofessionals within their specific scope of practice.

3 - All medical care will be coordinated with the current outpatient medical care the  
4 consumer has been receiving.

#### 5 MEDICATION SERVICES

6 Medication services include the medications used by the consumers while in the facility,  
7 and medication taken while on leave from the facility.

8 Medication will be prescribed in accordance with "RCDMH Medication Guidelines". All  
9 consumers will receive on-going medication assessment and education provided by an  
10 M.D. or licensed nurse.

11 Consumers discharged from the PHF will be given a two (2) week supply of psychotropic  
12 medication(s). Those discharged from the CSU will receive a paper prescription for two  
13 (2) weeks as prescribed by the attending psychiatrist. For consumers being discharged  
14 from either PHF or CSU and being referred to the Crisis Residential Unit, consumers will  
15 be discharged with three days of medication.

16 Uninsured consumers will be prescribed medication that they can afford to acquire  
17 following discharge; the County does not pay for outpatient medication for medically  
18 indigent clients. Medi-Cal beneficiaries will be discharged with medication on the Medi-  
19 Cal formulary. All other consumers will be discharged on medication listed on the  
20 formulary that is covered by their health insurance.

21 All consumers who are prescribed medication will receive medication education provided  
22 by an M.D. or licensed nursing personnel prior to discharge from the facility to the  
23 community. Discharge medication may be withheld if the MD feels that discharging the  
24 consumer with medication is contraindicated, or unless other discharge medication orders  
25 are necessary to comply with requirements of agencies to which consumer are discharged  
and agreeable to the discharging physician.

1 STAFFING

2 At the minimum, the staffing level shall comply with minimum staffing requirements as defined  
3 by the licensing agency, the California Welfare and Institutions code and the California Code.

4 The CONTRACTOR shall increase staffing levels above the minimum requirements, as needed  
5 to safely serve the needs of the target population.

6 A comprehensive psychosocial history will be completed by a Qualified Mental Health  
7 Professional within their scope of practice.

8 Nursing staff shall be composed of a sufficient number and competence level to ensure a safe  
9 and therapeutic milieu. CONTRACTOR shall have the nursing staff capability to serve severely  
10 disturbed consumers with one to one supervision and 15-minute checks as ordered by the  
11 Psychiatrist.

12 Nursing staff shall provide 24-hour supervision of the consumer in such matters as eating,  
13 personal hygiene, dressing, consumer behavior, and taking prescribed medication. Nursing staff  
14 will orient the consumer to the personnel and environment of the unit.

15 A comprehensive nursing assessment will be completed at admission.

16 Licensed Nursing staff shall be responsible for the administration of medications as prescribed  
17 by the physician and documentation of same.

18 CONTRACTOR will maintain contracts with a medical laboratory, pharmacy and a portable x-  
19 ray company for service available on a 24-hour basis.

20 Licensed nurses will be specifically trained to administer psychoactive medication through the  
21 use of medication tests and simulated practicum. Medications may be given either orally or by  
22 injection. Medication education will be considered a crucial aspect of medication dispensing.

23 Should the administering nurse question a medication order, or the appropriateness of the  
24 medication, or observe any untoward effect of the prescribed medication, the nurse will notify  
25 the prescribing physician or the Medical Director immediately, and before further administration  
of the medication.

1 CONTRACTOR's staff will perform the necessary administrative and support services as  
2 required under this Agreement, and will be staffed with sufficient personnel to meet required  
3 timelines (avoid late data entry, e.g.).

4 The COUNTY shall approve the weekly staffing pattern at the inception of the contract period  
5 and shall meet and confer with CONTRACTOR quarterly thereafter to discuss the continued  
6 adequacy of that staffing ratio. The County reserves the right to require a higher staffing ratio or  
7 more skilled staff than is required in the state regulations, which will require a reasonable and  
8 commensurate increase in the payment under this Agreement.

9 The CONTRACTOR shall provide the COUNTY with a staff roster and work schedule each  
10 month. This will include accounting for the number of hours of MD time spent in providing  
11 consumer care, by unit (PHF and CSU), date, and physician name.

#### 12 PSYCHIATRIC SERVICES

13 CONTRACTOR shall employ Psychiatrists in sufficient training and number to meet the needs  
14 of the PHF and CSU. Assessment to establish medical necessity, psychiatric history, diagnosis  
15 and medications are the responsibility of the attending psychiatrist. Collaboration with the  
16 Outpatient psychiatrist is expected and will be documented.

#### 17 LEGAL PROCEEDINGS

18 CONTRACTOR will provide psychiatric/staff testimony in all legal proceedings required for the  
19 institutionalization and treatment under the terms of this Agreement, including Reise hearings,  
20 ex-parte hearings, Writs, conservatorships and certifications.

#### 21 AFTERCARE INSTRUCTIONS

22 All consumers shall have a written aftercare plan and appointment for outpatient services, as  
23 coordinated with the COUNTY. The aftercare instructions shall include the following;  
24  
25



- 1 consumer name,
- 2 admission date,
- 3 discharge date and time,
- 4 DSM IV diagnosis (5 axis), including substance abuse disorders that are evident;
- 5 medications (including quantity provided and explanation of dosage),
- 6 Nurse/M.D. signature,
- 7 follow up appointments and referrals,
- 8 expected course of recovery,

#### STAFF SUPERVISION AND TRAINING

CONTRACTOR shall meet all supervision and training requirements as required by state licensing. In addition, the CONTRACTOR shall provide the staff with on-going relevant training to ensure a high quality of consumer care. At a minimum, staff will receive on-going training on mental health issues, management of assaultive behavior, CPR, first aid and involuntary treatment issues.

An orientation of sixteen (16) hours, consisting of an explanation of the goals and objectives of the program, a description of the individual departments, explanation and demonstration of fire, safety, emergency, Patients Rights, confidentiality, and policies and procedures related to HIPAA regulations, and infection control requirements and procedures will be provided to every employee. Additional orientation to the Treatment Planning process and documentation requirements will be provided for all licensed and clinical staff members.

Additional orientation will be provided for all staff involved with direct consumer care, and will include:

- assessment procedures,
- risk management guidelines and community standards,

- 1 • consumer registration and financial assessment procedures,
- 2 • treatment interventions,
- 3 • management of assaultive behavior,
- 4 • denial of patients' rights,
- 5 • family engagement,
- 6 • discharge planning, information and referral resources, and transfer procedures;
- 7 • documentation requirements.

8 All staff having direct consumer contact will be trained in seclusion and restraint techniques as  
9 approved by the County. An annual in-service of four (4) hours will be required of all  
10 employees to re-emphasize the goals and objectives of the programs, fire, safety, emergency,  
11 Patients Rights and infection control requirements and procedures.

12 Formal education and training will occur at in-service and continuing education sessions offered  
13 by the CONTRACTOR's designee with additional training provided by department heads,  
14 physicians and consultants. The CONTRACTOR is responsible for designing and conducting the  
15 orientation, reorientation, in-service and continuing education for all staff, students and  
16 volunteers.

17 Formal education and training will occur at in-service and continuing education sessions offered  
18 by the Director of Quality Management and Education (DQME) with additional training  
19 provided by department heads, physicians and consultants.

20 A DQME shall possess education and experience appropriate for the duties and consistent with  
21 the job description reviewed and approved by the County. The DQME will have primary  
22 responsibility to conduct mandatory orientation and annual in-service education to staff  
23 including basic nursing and behavioral techniques as well as modifying staff behavior with  
24 continuing training and in-service education that may result from quality assurance audits.

25 CONTRACTOR shall provide to the COUNTY a quarterly comprehensive calendar of all  
training occurring during the period and listing of staff in attendance at each training activity.

1 CONTRACTOR shall provide an organizational chart that includes all staffing titles. Staffing  
2 titles and names will be provided to the department head level. This organizational chart will  
3 accurately reflect the chain of command each month. The facility Administrator has overall  
4 responsibility for the facility.

5  
6 Job descriptions, including minimum qualifications for employment and duties performed for all  
7 personnel shall be on file with the administrator. Individual department job descriptions will also  
8 be available in each department.

9 CONTRACTOR shall provide to the COUNTY a monthly staff report reflecting all personnel  
10 transactions for the month. This will include new hires, terminations and change of employee  
11 status.

#### 12 CULTURAL COMPETENCE

13 CONTRACTOR shall promote implementation of regular cultural awareness programs for both  
14 consumers and staff believing that such programs dispel ignorance, shape values and behaviors,  
15 and heighten acceptance and sensitivity in responding to cultural and ethnic differences.

16 The facility shall affirmatively seek a bilingual employee compliment and translators will be  
17 provided for any non-English speaking consumer. A bilingual/bicultural management staff will  
18 be sought. There will be a written policy on service to consumers who do not speak English  
19 which addresses treatment and social services. Due to the high incident of monolingual Spanish  
20 speaking consumers in the area being served, the CONTRACTOR shall ensure Spanish-speaking  
21 staff is present in both the PHF and the CSU at all times.

22 The program shall treat adults of any ethnic or ancestral group, race, sex, sexual orientation,  
23 religion, or national origin and will provide culturally oriented programming for these groups, as  
24 they are present in the facility.

1 PATIENT FINANCIAL INFORMATION AND BILLING:

2 The CONTRACTOR will bill consumers and their health insurance as described in Exhibit C.  
3 Financial liability for all services will be explained and consumer/guardian will sign indicating  
4 understanding of the charge for care and agreement to payment for services rendered. Additional  
5 advisement will be provided during the stay as required by Statute. Consumers are expected to  
6 pay for services rendered, and CONTRACTOR will bill consumers who are self-pay, have  
7 private insurance, and/or Medicare (with or without Medi-Cal). The COUNTY will bill Medi-  
8 Cal for those consumers with Medi-Cal. For consumers who have Medicare and Medi-Cal  
9 (“Medi-Medi”), the CONTRACTOR is required to bill Medicare first and acquire a notice of  
10 denial of payment from Medicare, and provide that documentation to the COUNTY, so the  
11 COUNTY can bill Medi-Cal. The CONTRACTOR will bill consumers for services as directed  
12 by the COUNTY, including procedures for writing off bad debt. The CONTRACTOR will not  
13 send unpaid bills to collection agencies.

13 PATIENTS RIGHTS

14 All consumers shall be advised of their rights upon admission and given a Patients Rights  
15 handbook in a language or modality that the consumer understands. This information must be  
16 documented in the medical record. Patient’s Rights Posters, along with the Patients Rights  
17 Advocate’s telephone phone number and address, shall be prominently posted on each unit in  
18 public view. Upon or prior to admission, the CONTRACTOR shall inform the consumer and/or  
19 guardian of their individual rights as well as the rules and regulations of the program.

20 The facility will comply with CAC, Title 9 requirements for emergency restraint and/or  
21 seclusion. Restraint and seclusion rooms will be maintained in a state of readiness for possible  
22 use at all times.

23 CONTRACTOR shall maintain a policy of equal access to the treatment and services for all  
24 applicants meeting admission criteria.

1 CONTRACTOR shall ensure that all consumers who appear to meet criteria for urgent care  
2 assessment will be assessed, and the assessment will be documented

3 CONTRACTOR shall provide access to the Patients Rights program staff to the facility,  
4 consumers and medical records to carry out the provisions of the Welfare and Institutions Code,  
5 section 5500, for the purposes of monitoring and program review and 5150 and 5250  
6 designation.

7 CONTRACTOR shall develop, implement and provide copies of the policies and procedures to  
8 the COUNTY for the following areas:

9 Patient's Rights; Seclusion and Restraint; Denial and Restoration of Patients Rights; Reporting  
10 of Denial of Patients Rights; ECT; Certification Review Hearing; Informed Consent for  
11 Psychotropic Medication; Smoking; Consensual Sex; Advance Directives; Complaints and  
12 Release of Information, HIPAA and Confidentiality Compliance.

13 CONTRACTOR agrees to have facility staff receive in-service training in the areas of  
14 PATIENTS RIGHTS, including confidentiality at an initial orientation and again in annual re-  
15 orientation.

16 CONTRACTOR agrees to provide required reports on all admissions; legal status changes, Reize  
17 capacity hearings and certification hearings

18 CONTRACTOR must maintain 5150 and 5250 designation of the PHF unit and 5150  
19 designation of the CSU unit as a condition of the Agreement.

20  
21 MEAL PREPARATION

22 The Food Service Department will provide food of the quality and quantity to meet each  
23 consumer's needs in accord with the physician's orders, and to meet recommended daily dietary  
24 allowances. These nutritionally complete meals shall be served daily, with no more than a 14-

1 hour span between the last meal of the day and the first meal of the following day. Between-meal  
2 feeding shall be provided as required and late evening nourishment shall be offered to all  
3 residents unless contraindicated. Consumer food preferences shall be taken into consideration.

4 When religious or cultural restrictions are present, alternative meals will be prepared (e.g. kosher  
5 style, vegetarian, etc.) Menus shall be planned with consideration for cultural background and  
6 food habits of all consumers. All food groups shall be represented and condiments shall be  
7 available at all meals unless contraindicated. Regular and therapeutic diet menus shall be  
8 prepared in consultation with a registered dietician. Food shall be served attractively, at  
9 appropriate temperature, with appropriate eating utensils in a community environment where  
10 nutritive values, flavor and appearance are conserved.

11 For PHF consumers, a current profile card shall be maintained on each consumer, indicating diet  
12 orders, likes, dislikes, allergies to food, diagnosis and instructions or guidelines to be followed in  
13 the preparation and serving of food for that consumer.

14 A current therapeutic diet manual, approved by the consulting dietician with physician input  
15 shall be readily available to the attending physician, nursing and dietary staff. It shall be  
16 reviewed annually and revised as often as necessary.

17 Menus for regular and therapeutic diets shall be written at least one month in advance and posted  
18 in the kitchen and on the units at least one week in advance. Changes shall be noted on the  
19 posted menus. Menus shall be varied for the same day of the consecutive weeks and shall be  
20 adjusted for seasonal variations.

21 Food service storage, preparation, cooking and cleaning areas and equipment shall comply with  
22 Federal, State and local public health and sanitation regulations and the Food Service Director  
23 shall be responsible for meeting such regulations.

24 CONTRACTOR shall provide the COUNTY copies of all food services inspection reports as  
25 they occur.

1  
2 DOCUMENTATION OF SERVICES

3 CONTRACTOR shall maintain appropriate records documenting all of the services provided to  
4 or on behalf of consumers. These records shall conform to the requirements of the licensing  
5 authority, the State and the Riverside County Department of Mental Health. Medical records will  
6 be stored and secured in a way that meets all regulatory requirements.

7 QUALITY IMPROVEMENT

8 The facility will adhere to COUNTY reporting requirements as provided in the COUNTY'S  
9 State approved Q.I. plan.

10 1. Medication Monitoring

To be completed by the CONTRACTOR

11 2. Peer Review

12 To be conducted by the CONTRACTOR for Psychiatrists on quarterly basis and  
13 submitted to the COUNTY quarterly.

14 3. Utilization Review, including Appeal Review:

15 PHF and CSU - will be conducted by the COUNTY

16 4. Adverse Incident Reporting

17 The CONTRACTOR shall comply with CA CC&R Title 9, Section 784.5 and Title 22  
18 Section 77036 related to the reporting of unusual occurrences. Additionally, the  
19 CONTRACTOR shall report to the COUNTY any adverse incidents. An adverse incident  
20 is any event or situation, which in the mind of a reasonable person, jeopardizes or is  
21 reasonably considered to be physically or psychologically harmful to consumers,  
22 employees, or visitors. Incident Reports are confidential communications and are, as a  
23 result, privileged information and need to be identified as such. Reportable adverse  
24 incidents include:

- 1 a. Physical injury to any consumer or clinic visitor requiring medical attention.
- 2 b. Suicide or suicide attempts
- 3 c. Homicide.
- 4 d. Significant injury caused by physical assault/battery by consumer upon another.
- 5 e. Significant injury caused by physical assaults on consumers, or visitors.
- 6 f. Significant injury to consumer while at the program.
- 7 g. Death of consumer.
- 8 h. State Licensing Reports
- 9 i. AWOL incidents
- 10 j. Major damage to COUNTY property
- 11 k. CONTRACTOR'S errors that result in failure of the CONTRACTOR to meet legal
- 12 requirements to maintain a consumer's involuntary detention.

13 In addition to adverse incidents, the CONTRACTOR will report to the Program Monitor high  
14 profile incidents that will likely result in inquiries to the Department of Mental Health from the  
15 State, other County Agencies (Board of Supervisors, DPSS), the press or other community  
16 stakeholders.

17 COUNTY staff shall have access to all clinical records and files as needed. CONTRACTOR  
18 adverse incident reports shall be made verbally within one hour of the incident to the COUNTY  
19 Program Monitor. The CONTRACTOR shall submit a written report to the COUNTY Program  
20 Monitor within 48 Hours. The CONTRACTOR shall notify the COUNTY case manager and  
21 conservator of the incident within 24 hours. CONTRACTOR must notify Patients Rights office  
22 in cases involving abuse. The CONTRACTOR will provide the COUNTY with a copy of all  
23 reports submitted to other agencies including other County departments, licensing agencies and  
24 law enforcement within 24 hours of the report.



1  
2 CONSUMER AND FAMILY EMPOWERMENT AND RECOVERY:

3 In line with the State and County's focus on consumer empowerment and recovery philosophy,  
4 the CONTRACTOR shall provide services consistent with a focus on psychosocial rehabilitation  
5 treatment, the role the family plays in assisting the consumer in managing their own treatment,  
6 and instilling a sense of hope for improved quality of life outcomes. Consumers and their  
7 families will be invited and expected to participate actively in all phases of the consumer's  
8 treatment, including treatment team meetings, case conferences and discharge planning.

- 9 1. Consumer Empowerment and Recovery - The philosophy of consumer recovery entails a  
10 cooperative relationship between consumer and staff with the treatment program focused  
11 on assisting consumers to develop their own choices, goals and outcomes. This differs  
12 from treatment goals developed by staff and imposed on consumers. This approach  
13 motivates consumers to take responsibility for their lives and leads to improved quality of  
14 life outcomes.
- 15 2. Family Empowerment and Recovery - Involvement of family and significant others is a  
16 crucial in consumers accomplishing their long and short-term goals. The  
17 CONTRACTOR will involve the consumer's family and significant others in the services  
18 whenever possible and clinically indicated. All consumers and conservators will be  
19 encouraged to sign a release of information for family/significant other/support person  
20 contact upon admission. The medical record shall reflect inclusion of family members in  
21 the recovery process to the fullest extent possible and appropriate.
- 22  
23  
24  
25

1 PROGRAM MONITORING

2 The COUNTY will provide an onsite Program Monitor under the direction of the RCDMH  
3 Desert Regional Administrator. The Program Monitor will be responsible for monitoring  
4 contractual compliance, serving as a liaison between the CONTRACTOR and the COUNTY,  
5 providing consultation, education and information to the CONTRACTOR and assisting the  
6 CONTRACTOR as directed.

7 The CONTRACTOR shall grant access to the COUNTY Program Monitor to all areas of the  
8 facility, meetings, medical records, information and reports referenced within this Agreement.

9 COUNTY CASE MANAGEMENT SERVICES:

10 The COUNTY will assign regional program staff to provide PHF discharge planning, case  
11 management, act as the liaison between outpatient services and the CONTRACTOR and to assist  
12 the CONTRACTOR with individual consumer needs. Case manager(s) will attend and  
13 participate in treatment planning meetings. Issues and concerns identified by COUNTY case  
14 managers regarding CONTRACTOR performance will be brought to the Program Monitor for  
15 resolution.

16 COUNTY case managers will determine regional assignment, identify any consumer who is an  
17 out of county resident, and will be responsible for determining all consumers' current addresses.  
18 CONTRACTOR will be responsible for updating consumer addresses within 24 hours of being  
19 notified by COUNTY case manager of a change in consumer address.

20 CONTRACTOR shall allow COUNTY case managers access to all areas of the facility, the  
21 consumers, medical records and relevant meetings and conferences.

22 ANNUAL CONTRACT MONITORING FOR COMPLIANCE:

23 The COUNTY shall perform formal Agreement monitoring at least annually. The monitoring  
24 will include all clinical, fiscal and administrative components. RCDMH will utilize the "Program  
25

1 Monitoring Team Manual” (PMT) as a tool to monitor the services provided by the  
2 CONTRACTOR.

3  
4 DISASTER PREPAREDNESS AND RESPONSE

5 CONTRACTOR shall develop and update contingency plans to continue the delivery of services  
6 in the event of a man made or natural disaster. In the event that an emergency is declared within  
7 Riverside County as a result of a disaster, the CONTRACTOR agrees to cooperate with the  
8 COUNTY in the implementation of the Mental Health Services Disaster Preparedness Plan.  
9 The CONTRACTOR will conduct joint disaster and emergency response planning with  
10 COUNTY regional staff, and shall invite participation by COUNTY staff who works on site at  
11 Oasis MH facility in CONTRACTOR’S fire and disaster drills. At a minimum, CONTRACTOR  
12 will insure there is sufficient food and water for both staff and consumers for a minimum of four  
13 days.

14 CONFLICT OF INTEREST

15 CONTRACTOR and its employees shall avoid fiduciary conflict of interest in discharge  
16 recommendations. CONTRACTOR and its employees shall avoid fiduciary conflict of interest  
17 in admission and discharge recommendations, and will comply with conflict-of-interest oversight  
18 as determined by the COUNTY.

19 INDEPENDENT PROVIDERS

20 All services appropriate for assessment, treatment and proper discharge of the consumer are  
21 included under this Agreement. Individual providers who are not employees of the facility may  
22 bill fees, as appropriate, to third party payers for services rendered to consumers certified under  
23 this Agreement.  
24  
25

1 LEASE PAYMENTS

2 By the last day of each month, payment shall be submitted to the Riverside County Department  
3 of Mental Health at 4095 County Circle Drive, Riverside, CA 92503, or another site as  
4 designated by the COUNTY.

5 MANAGEMENT INFORMATION SYSTEM

6 COUNTY shall provide electronic medical record ("ELMR") terminals, initial training and on-  
7 going consultation in the use of the COUNTY's MIS system. CONTRACTOR shall provide  
8 sufficient number and competency of staff to enter data as instructed, within the timeframes  
9 given. CONTRACTOR will enter data regarding consumer identification, financial status,  
10 demographics, episode openings and closings, and services provided. CONTRACTOR will  
11 ensure data regarding episode opening/closing and services on all consumers is entered within  
12 twenty-four (24) hours of occurrence.

13 CONTRACTOR is responsible for accuracy and self-monitoring using ELMR reporting tools.  
14 The COUNTY requires accurate, complete and timely entry of all data as a condition of the  
15 Agreement. CONTRACTOR is responsible for accuracy and self-monitoring using ELMR  
16 reporting tools.

17 SERVICES PROVIDED BY COUNTY

18 COUNTY shall provide:

- 19 1. Training and orientation regarding COUNTY expectations
- 20 2. Provide monitoring and evaluation of program operation
- 21 3. Transportation from COUNTY facilities to CONTRACTOR facility
- 22 4. Cost of ambulance for medical emergencies; and transfer from CSU to  
23 other inpatient facilities.
- 24 5. Utilization review as described in Quality Improvement section

1 OTHER SERVICES PROVIDED BY THE CONTRACTOR

2 The CONTRACTOR shall provide:

- 3 - Food services for consumers as ordered by CONTRACTOR staff.
- 4 - Housekeeping services, including linen and supplies
- 5 - Disposal of biohazardous waste.

6 AGREEMENT OUTCOME MEASURES:

7 Program outcome measures will exist for each program unit.

8 CONTRACTOR REPORTING REQUIREMENTS:

9 The following table outlines the data that is required of the CONTRACTOR, the due dates and  
10 the location to which it is to be submitted.

11 REPORT	FREQUENCY	SUBMIT TO
12 INVOICING	MONTHLY	Program Monitor
13 STAFF ROSTER	MONTHLY	Program Monitor
14 STAFF WORK 15 SCHEDULE (by name, 16 job class, shift, and 17 facility, CSU & PHF)	MONTHLY	Program Monitor
18 MD Hours Worked 19 (including name, start and 20 stop times worked & 21 number of hours worked 22 per day at each facility, 23 PHF and CSU)	MONTHLY	Program Monitor
24 PERSONNEL TRANSACTIONS (Staff hired, terminated and current vacancies).	MONTHLY	Program Monitor
ORGANIZATIONAL CHART	QUARTERLY	Program Monitor

1			
2	<b>TRAINING CALENDAR &amp; ATTENDANCE SIGN-IN SHEETS</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
3			
4	<b>FOOD SERVICE INSPECTIONS</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
5	<b>MEDS MONITORING</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
6	<b>PEER REVIEW</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
7	<b>EQUIPMENT INVENTORY</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
8	<b>ADVERSE INCIDENTS</b>	<b>VERBAL, WITHIN 1 HR. WRITTEN, WITHIN 48 HRS.</b>	<b>Program Monitor</b>
9			
10	<b>PATIENT ABUSE INCIDENT</b>	<b>VERBAL- WITHIN 1 HR. WRITTEN WITHIN 48 HRS.</b>	<b>Program Monitor and Patients Rights Office</b>
11			
12	<b>LENGTH OF STAY CSU/PHF</b>	<b>Monthly</b>	<b>Program Monitor</b>
13			
14	<b>CSU STAYS OVER 24 HOURS</b>	<b>Monthly</b>	<b>Program Monitor</b>
15	<b>CONSUMER DISPOSITION AT DISCHARGE</b>	<b>Monthly</b>	<b>Program Monitor</b>
16			
17	<b>INSUFFICIENT STAFFING (all staffing requirements)</b>	<b>Within 48 hours, and summarized monthly</b>	<b>Program Monitor</b>
18			
19	<b>Summary of all drug testing results (CSU).</b>	<b>Monthly</b>	<b>Program Monitor</b>
20			

21 NOTE: Monthly reports are due no later than the 15<sup>th</sup> of the succeeding month. Quarterly reports  
22 are due no later than the 15<sup>th</sup> of October, January, April and July.  
23  
24  
25

1 **PSYCHIATRIC HEALTH FACILITY (PHF)**

2  
3 TARGET POPULATION

4 The consumers referred to the PHF will have received a psychiatric assessment at the CSU.  
5 Prior to admission, consumers will have a DSM IV diagnosis eligible for admission to a PHF,  
6 and exhibit symptoms and behaviors justifying an admission, in that they pose a danger to self, a  
7 danger to others, or are gravely disabled. Admission may be under a legal hold for involuntary  
8 inpatient care pursuant to WIC 5000-5350, including 5150, 5250, 5260, Temporary  
9 Conservatorship, and Permanent Conservatorship or may be voluntary.

10 TREATMENT PHILOSOPHY

11 The PHF will provide short-term inpatient care to consumers suffering from acute mental illness,  
12 ameliorating and stabilizing their symptoms to the extent that the consumers can function at a  
13 less restrictive level of care.

14 ADMISSION HOURS AND PROCESS

15 The PHF shall be available to accept admissions 24 hours per day, 7 days per week.

16 All admissions shall be screened and referred by the CSU and deemed appropriate for acute  
17 inpatient psychiatric care. The CONTRACTOR will determine the acceptance or rejection of a  
18 referral for admission within one hour of receiving the referral. Persons eligible for admission  
19 are mentally disordered adults who shall have been found by the CSU to be a danger to self, a  
20 danger to others or gravely disabled. Admissions require an order for admission by the  
21 CONTRACTOR's psychiatrist.

22 The PHF charge nurse will receive the request to admit. The nurse shall immediately determine  
23 if capacity exists to accept the consumer and notify the CSU at the time of the call. The PHF MD  
24 may deny admission only when the PHF is at full capacity and no discharge can occur in a timely  
25 fashion; or if the consumer is not medically stable for treatment at the PHF level of care. If

1 unusual circumstances justify the PHF MD to deny admitting a consumer to the PHF, the denial  
2 of admission must be communicated at the time of denial by voice mail message to the Program  
3 Monitor.

4 CONSUMER INTAKE, ASSESSMENT AND EVALUATION:

5 The CONTRACTOR shall provide the following services:

- 6 • Upon admission, nursing staff shall complete an admission agreement ; complete all  
7 admission paperwork; complete the Patients Rights advisement; notify the consumer of their  
8 legal status and financial obligation; complete a personal property inventory and  
9 appropriately secure the consumer's belongings; , orient the consumer to the rules,  
10 regulations, personnel and environment of the unit; notify the family/guardian/conservator of  
11 the consumers arrival on the unit, and obtain consumer's signed consent to speak with the  
12 family/significant others. All information shall be complete as soon as possible subsequent  
13 to admission.
- 14 • If applicable, a copy of LPS conservatorship court appointment documents (either public or  
15 private) shall be obtained upon admission and conservator consent for treatment and release  
16 of information shall be obtained in lieu of consumer consent. At minimum, the facility will  
17 receive "permission to admit" and "permission to treat" from the consumer's conservator.  
18 An e-mail or verbal authorization from the conservator's office referring to the consumer by  
19 name and authorizing admission and treatment will be acceptable up to a maximum of  
20 ninety-six (96) hours after which time the hard copy paperwork shall have been received and  
21 entered into the patient's chart.
- 22 • Within 48 hours, the signed interdisciplinary treatment plan and all assessments including  
23 food service and rehabilitation treatment shall be completed and present in the chart.