

The attached contract is for:

Disability Rights California,

the Contractor,

to provide to the

Department of Mental Health (DMH)

patients' rights advocacy services.

(Contract period: July 01, 2008, through July 01, 2011)

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name

Department of Mental Health

Contractor's Name

Disability Rights California

2. The Term of this Agreement is **July 01, 2008 or upon final approval, through June 30, 2011**

3. The maximum amount of this agreement is: **\$3,792,000.00**
Three Million Seven Hundred Ninety Two Thousand Dollars And No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work

Page(s) 15

Exhibit B - Budget Detail and Payment Provision

Page(s) 9

* Exhibit C - General Terms and Conditions

Form: GTC 307 Dated 3/28/2007

Exhibit D - Special Terms and Conditions

Page(s) 4

Exhibit E - Additional Provision

Page(s) 2

FULLY EXECUTED

*View at: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

Disability Rights California

BY (Authorized Signature)

C. Blakemore

DATE SIGNED

7.10.08

PRINTED NAME AND TITLE OF PERSON SIGNING

Catherine Blakemore

ADDRESS **100 Howe Avenue, Suite 185N**

Sacramento, CA 95825

STATE OF CALIFORNIA

AGENCY NAME

Department of Mental Health

BY (Authorized Signature)

Stanley A. Bajorin

DATE SIGNED

7.22.08

PRINTED NAME AND TITLE OF PERSON SIGNING

**Stanley A. Bajorin, Deputy Director
of Administrative Services**

ADDRESS **1600 9th Street**

Sacramento, CA 95814

California
Department of General Services
Use Only

SLB

APPROVED

AUG 7 2008

DEPT OF GENERAL SERVICES

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EXHIBIT A (Standard Agreement)

SCOPE OF WORK

Important Disclaimer: Where approval from the California Department of General Services (DGS) applies, this contract shall be of no force or effect until it is signed by both parties (DMH and Contractor) and approved by the DGS. The Contractor is not to begin work until all approvals have been obtained, and the contract has been fully executed. Should work begin before all approvals are obtained, services will be considered voluntary.

1. Disability Rights California, herein after referred to as the Contractor agrees to provide to the Department of Mental Health (DMH) patients' rights advocacy services as described herein:

Contractor shall establish a central Office of Patients' Rights to provide technical assistance, training and third level appeal resolution to all fifty-eight (58) counties and five (5) State Hospitals. Contractor shall provide on-site patients' rights advocacy services, coordination of the hospitals' complaint process, staff and individual training, and technical and consultation services. Contractor shall also develop a liaison relationship with the counties to provide technical and consultation services to the local county advocates and mental health directors, provide advocate education and training, and conduct patients' rights compliance and/or program reviews.

2. The services shall be performed at various locations across the state.
3. The services shall generally be provided during regular business hours of 9:00 a.m. to 5:00 p.m., Monday thru Friday except holidays. Contractor staff are allowed to be flexible with hours in order to meet special operational needs.
4. The project representatives during the term of this agreement will be:

State Agency: Department of Mental Health	Contractor: Disability Rights California
Name: Bill Holland	Name: Catherine Blakemore
Phone: 916.654.2652	Phone: 916.575.1625
Fax: 916.654.2804	Fax: 916.488.9962

Direct all inquiries to:

State Agency: Department of Mental Health	Contractor: Disability Rights California
Section/Unit: Hospital Operations	Section/Unit: Director
Attention: Bill Holland	Attention: Catherine Blakemore
Address: 1600 9 th Street, Room 250, Sacramento, CA 95814	Address: 100 Howe Avenue, Suite 210N Sacramento, CA 95825
Phone: (916) 654.2652	Phone: (916) 575-1625
Fax: (916) 654.2804	Fax: (916) 488-9962
Email: Bill.Holland@dmh.ca.gov	Email: Catherine.Blakemore@pai-ca.org

5. The detailed description of work to be performed and duties of all parties are outlined in the attached pages, 2 through 15 of Exhibit A.

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1.0 STAFFING PLAN/PERSONNEL CAPABILITY

- 1.1 The Contractor shall be responsible for establishing and maintaining a central Office of Patients' Rights. This office shall be staffed with a minimum of one (1) Director, two (2) patients' rights advocate(s) or specialist(s), one (1) Administrative Assistant/Appeals Coordinator and other staff needed to carry out contract services.
- 1.2 The Contractor shall be responsible for providing staff as identified in the Budgets attached to Exhibit B. The hospital Executive Director or designee shall be allowed to participate in the selection process for hospital advocacy staff.
- 1.3 Contractor shall inform the DMH Contract Manager and the appropriate DMH Hospital, in writing or by e-mail, of all staff terminations, new hires and temporary staff placements (excluding unanticipated sick leave coverage) within five (5) working days of notification or decision. Upon selection of a new hire, the contractor shall submit the following documents to the DMH Contract Manager:
 - A. Anticipated start date.
 - B. Changes in the position duty statement, time base and salary range.
- 1.4 Contractor agrees to hire and maintain advocacy staff with skills and knowledge (or ability to acquire), of California and Federal Mental Health Laws and regulations. Such skills, abilities and knowledge shall include and not be limited to:
 - A. Advocacy or ombudsman services;
 - B. Personal experience with clients with mental illness;
 - C. California Mental Health service delivery system;
 - D. Patients' Rights Advocacy responsibilities and resources;
 - E. Financial entitlements of persons with mental illness;
 - F. Services rights of persons receiving Mental Health Services;
 - G. Patients' rights in institutional and community facilities;
 - H. Civil commitment statutes;
 - I. State and federal laws/regulations affecting recipients of Mental Health Services;
 - J. Skills in interviewing, counseling and training;
 - K. Culturally competent service delivery;
 - L. Investigative, assessment skills and the ability to screen for legal problems;
 - M. Administrative and judicial due process proceedings; and
 - N. Knowledge of, and commitment to, advocacy ethics and principles.
- 1.5 The Contractor shall provide DMH with the normal or flexible working hours of each staff persons dedicated to this contract. The hospital Executive Director/designee shall be notified of any significant or permanent deviations from normal work hours by

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staff assigned to the state hospitals.

- 1.6 Contractor's salary practices shall be consistent with Department of Personnel Administration guidelines.
- 1.7 The Contractor shall designate and identify the person responsible for managing the contract and who has the authority to, in consultation with the Disability Rights California Executive Director, make and/or implement contract and program changes. If the OPR designee is unavailable for an immediate need, the Disability Rights California Executive Director shall be contacted.

2.0 PROJECT MANAGEMENT

- 2.1 The Contractor shall maintain the central "Office of Patients' Rights" (OPR) within the Sacramento region.
- 2.2 OPR shall provide direct, on-site advocacy services to patients residing in each of the State Hospitals. OPR shall also provide technical assistance to county mental health programs and advocates.
- 2.3 Contractor shall provide a program of patients' rights services that meets the individual needs of consumers, and is culturally and linguistically appropriate to the multicultural diversity of consumers, their families, and/or legal representatives.
- 2.4 Contractor shall meet all the statutory, regulatory, and contractual requirements encompassed by this contract. Contractor shall provide all labor materials, supplies, and equipment necessary to perform the obligations of this contract unless otherwise specified in the contract or in each state hospital MOU.
- 2.5 OPR shall ensure telephone access to the central OPR office from 9:00 a.m. to 12:00 p.m. and 1:00 - 5:00 p.m., Monday through Friday (except holidays).
- 2.6 Contractor shall maintain one toll free 800 line at each state hospital Patients' Rights Advocate office for filing complaints and/or grievances, and to request assistance. For those hospitals that cannot maintain a toll free number for use by patients for security reasons, a direct advocate access line shall be established on each unit and maintained by the hospital.
- 2.7 OPR shall maintain a policy or plan to monitor all staff activities to include annual performance evaluations. Evaluations of hospital advocacy staff shall be conducted by the Contractor and shall reflect the input of the state hospital Executive Director and/or hospital staff.

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- 2.8 To ensure that mental health consumers or others who receive advocacy services under this contract have access to quality advocacy services, the Contractor shall administer and maintain an OPR grievance procedure including but not limited to timeliness, accuracy, and the quality and/or completeness of responding to the complainant's concerns. The Contractor's grievance procedures shall be separate and apart from the patient complaint procedure. Internal procedures for the receipt, handling and disposition of patient grievances shall include all the required elements specified below:
- A. The OPR grievance procedure shall provide two levels of grievance: (1) the Executive Director of Disability Rights California and, (2) the Disability Rights California Board of Directors' Executive Committee. The Contractor shall not exceed 30 days from the receipt of the grievance, at any of the two grievance levels, unless the complainant is provided with a written explanation of the reason for the delay and a new date by which the complainant will receive a response.
 - B. The Contractor shall gather information regarding the nature and outcome of all grievances. On a semi-annual basis, the Contractor shall provide the Contract Manager with a summary of all first and second level complaints filed under the grievance procedure to include the nature of the complaint, by month, by county or State Hospital and the level of grievance used.
 - C. The Contractor shall include all administrative improvements or changes made as a result of analyzing grievance patterns in their semi-annual reports.
 - D. The Contractor shall identify a toll free number for filing grievances. For those hospitals that cannot maintain a toll free number to patients for security purposes, staff shall assist the patient in contacting the Director of OPR (for grievances regarding advocacy services at the state hospital), the Executive Director of Disability Rights California (for grievances regarding the services provided by the central OPR) or shall assist with completing a grievance in writing.
 - E. Contractor shall have a process in place to regularly inform all clients about its grievance procedure.
- 2.9 Contractor shall meet with the DMH Contract Manager monthly or on an as-needed basis to discuss contract services.
- 2.10 Contractor shall be accountable to DMH for all contract services provided, for the information developed and maintained, and shall make all information available to DMH upon request.

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- 2.13 Contractor shall maintain a system to ensure that Contract performance reports and deliverables are timely and that fiscal resources are managed responsibly.
- 2.14 Contractor shall maintain a plan for managing the information systems and databases created to support the scope of work for this contract. This plan shall include computers, software, E-mail, or telecommunication network links between locations.
- 2.15 Contractor agrees to keep all OPR activities and client records related to this contract (hardcopy and information systems) completely and totally separate from other Disability Rights California business or contract records that Disability Rights California may have.
- 2.16 Contractor shall maintain a written policy to ensure all information maintained or developed while performing the duties of this contract remains confidential to include hardcopy and database access, security and purge procedures and office security.

3.0 MANAGEMENT INFORMATION SYSTEM (MIS)/DATA COLLECTION

- 3.1 Contractor will be required to collect and track data for the following activities:
 - A. Fiscal/Budgetary Process (not reportable to DMH except during a fiscal audit)
 - B. Advocacy Service/Activity Tracking
 - 1. Number of complaints per month, separated by hospital, separated by complaint type/code and/or referral, separated by commitment code, separated by hospital unit or county, and the status of each complaint,
 - 2. Number of requests for assistance, separated by county and state hospital, (clients or staff) separated by the type of assistance/activity code (i.e. advise, training, sending information, referrals, research, complaint investigations by central OPR staff),
 - 3. Number of complaint "appeals" per month, separated by county or state hospital.
 - C. Grievances against Contractor (regarding staff or services) by month, by county or hospital, by type of complaint/issue and action taken.
 - D. Quality Improvement Activities
 - E. Training/education provided

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- 3.2 Contractor shall maintain and provide a list of all proposed complaint types or codes and status or resolution codes to be used in the Advocacy Service and Activity Tracking system.
- 3.3 Contractor shall provide DMH with a description of the types of contract related advocacy services/activities and reports that can be produced from the Contractor's MIS.
- 3.4 Contractor shall maintain policies or a detailed description of how the MIS and internal operations will be monitored and maintained to ensure integrity of the data.
- 3.5 Contractor shall maintain a tested emergency plan for systems backup and storage in the event of a disaster or systems failure.
- 3.6 Contractor shall receive and maintain Denial of Rights reports from the Local Mental Health Directors submitted in accordance with Title 9, Sec. 866.

4.0 REPORTS/DELIVERABLES

The Contractor shall perform and provide the reports and deliverables described below:

- 4.1 Semi-annual Activity Reports: The Contractor shall provide a report with the following data (broken down by month) to the DMH Contract Manager and the hospital Executive Directors no later than September 1st (for January – June activities) and March 1st (for July – December activities):
 - A. Number of complaints (in accordance with Section 3.1, C) filed with each state hospital advocate and the central Office of Patient's Rights (OPR).
 - B. Number of complaint appeals received by OPR from individuals receiving services in the county or state hospital
 - C. Number/type of referrals (includes referrals to the County or State Hospital advocate or other outside agencies).
 - D. Number of technical assistance provided to county or state hospital advocates, county or state hospital program staff or to the public. (This category should include counseling, advice, or the distribution of educational or procedural materials).

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- E. The number of complaints received by the state hospital advocate that are referred to program or administrative staff for response and resolution.
- F. Number/type of training provided by each state hospital advocate and by OPR.
- G. Permanent or temporary staffing changes/relocations (other than normal back-up coverage).
- H. Update on progress of county program reviews, formal technical assistance projects, quality improvement activities or special projects.
- I. Summary of activities, accomplishments and new issues or problems, and suggestions or recommendations for the future.
- J. Summary regarding the nature and outcome of all complaints filed under the grievance procedure (reference section 2.10).

4.2 Listing of Advocacy Services: Contractor shall update and maintain on the OPR web page, a comprehensive statewide reference list of all agencies or entities who perform advocacy services.

4.3 Annual Work Plan: Contractor and Contract Manager shall negotiate the need for, submission schedule, and content of an annual work plan.

5.0 TRAINING AND EDUCATION SERVICES

5.1 The OPR shall be responsible for providing training and information as needed to state hospital and county advocacy programs.

5.2 New County Advocates: Upon learning of the new hire or within a few days after the county advocate's start date, OPR shall call the new advocate and explain the services offered by OPR and shall forward or identify the location of the following materials: Note, eliminated all caps for consistency

- A. A Patients' Rights Manual with all supplements or addendum;
- B. Training materials from the last 2-3 annual training conferences;
- C. Published advice and Informational Notices from the last (2) years;

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D. A checklist of reference material available from DISABILITY RIGHTS CALIFORNIA and/or other advocacy sources.

- 5.3 Annual Statewide Training: OPR shall provide annual training to all county and Contractor state hospital patients' rights advocates as required and described in W&I Code, Section 5512. OPR shall perform the following activities related to this conference:
- A. Coordinate the logistics of all statewide training with DMH to ensure utilization of the best possible travel and lodging rates available through State contracts or discounts.
 - B. Include all phases of the planning and approval process in the annual work plan.
 - C. OPR shall notify DMH of topics, speakers and presentations to be included in all statewide training to include all handouts or other training materials.
 - D. Provide DMH with the number of attendees, expenditures and satisfaction surveys from each training.
- 5.4 ADVERTISING/INFORMING: OPR shall notify all county and hospital advocates, all county Mental Health Directors within a reasonable period of time prior to the proposed annual statewide training (PRAT).
- 5.5 TRAINING SURVEYS/NEEDS ASSESSMENTS: OPR shall identify the education needs of county and hospital advocates including the following activities:
- A. Solicit input for subject areas where training is needed or other topics of interest;
 - B. Extracting data from the contractor's tracking system to analyze county requests for assistance and what types of complaints/issues are most frequently addressed;
 - C. Evaluate the comments received from previous training sessions to determine which topics were effective, of interest, were well presented and which were of lesser value;
 - D. The Contractor shall share all needs and assessment data with DMH during the planning process for the annual statewide training.
- 5.6 Educational Material: All training, education, reference, and information letters, and updated Patients' Rights Advocate manual chapters (6.3 and 6.4) must be submitted to DMH.

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- 5.7 Patients' Rights Advocacy Manual: Contractor shall provide updates and all necessary revisions to the Patient's Rights Advocacy Manual on an ongoing basis. All revisions and/or additions to the manual shall be submitted to DMH prior to release or availability to county and state hospital advocates or other interested parties.
- 6.0 CENTRAL OFFICE OF PATIENTS RIGHTS (OPR)**
- 6.1 The central Office of Patients' Rights (OPR) in Sacramento shall be responsible for providing the following key services:
- A. Technical assistance and consulting services for the county and state hospital advocates and other community mental health staff,
 - B. Coordination/provision of on-site back-up advocacy services at the state hospitals,
 - C. Review and respond to 2nd level complaint appeals received by OPR,
 - D. Coordination of the review and provision of comments on state hospital policies and/or procedures,
 - E. Perform county program reviews, formal technical assistance and, if resources are available, DMH requests to conduct special focused reviews,
 - F. Annual statewide Patients' Rights Advocacy Training (PRAT)
 - G. Develop and update patients rights information and education materials,
 - H. Collect and compile complaint and other patients' rights data,
 - I. Develop reports and assist DMH and the counties as mutually agreed upon.
- 6.2 Provide assistance in conducting investigations and resolving patient complaints in counties or in local programs at the written request of the DMH Director/designee or the local advocate, and shall take reasonable steps to ensure that the county advocate has advised the Mental Health Director/designee of the issue. OPR agrees to notify DMH prior to any on-site visits to a county advocate or advocacy contractor, mental health program or county facility. Special requests of this nature shall be credited as a formal technical assistance visit as specified under Section 6.10
- 6.3 Provide consumers, advocates and/or directors in the county or in state hospitals with information regarding laws and regulations applicable to patients' rights. When providing patients' rights information, OPR agrees to advise all third parties (verbally and/or in written communications) that the information provided is the opinion of OPR and that they should also consult other available resources and policies in DMH, the county or the facility. This section shall not relieve OPR from their obligation (as required under Section 6.5 of this exhibit and Section 1.5,G of Exhibit D) to notify DMH when a state or county patients rights policy has been identified that may be inconsistent with patients' rights standards.

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- 6.4 On an as needed basis, OPR will, with DMH approval, revise the Patients' Rights Advocacy Manual. The rate and pace of deliverables will be negotiated with the Office of Human Rights and the DMH Contract Manager.
- 6.5 OPR shall act as a liaison between county and/or State Hospital advocates and DMH on resolution of policies or procedures that are inconsistent with patients' rights standards and cannot be resolved at the state hospital or county level. DMH shall be notified within 72 hours upon the Contractor becoming aware that a policy or procedure dispute may exist. Contractor also agrees to delay (for a minimum of two working days from notification) issuing verbal and written responses or opinions to patients or other concerned parties to allow discussion of the policy issue between OPR and the Hospital or County Director.
- 6.6 The contractor agrees that DMH retains sole authority to set policies and procedures for all patients' rights issues in state hospitals and local or county mental health services and to impose sanctions when necessary. DMH also retains the sole authority to establish statewide policies and procedures for all patients' rights issues. The Contractor shall abide by all DMH policies while performing contract activities. Nothing in this section shall prohibit Contractor from providing consumers, their families and their advocates with information about their rights as specified under section 6.3.
- 6.7 Provide supervision, direction, technical assistance and patients' rights training to the advocate located in each of the State Hospitals. Assessment of adequate and consistent advocacy services shall be determined by semi-annual contacts/visits to each hospital by the OPR Director.
- 6.8 As agreed upon with each state hospital, provide coverage for extended absence of the hospital advocacy staff in excess of ten (10) consecutive working days. For all absences 10 days or less, the contractor shall have a process in place as follows:
- A. All Priority 1 complaints will be emailed/faxed to the Central OPR office daily.
 - B. After day 3 of absence, clients will be called regarding Priority 1 complaints and any client phone calls will be responded to.
 - C. All other complaints will be handled in accordance with Section 7.3 by the onsite assistant.
- 6.9 Act as the coordinator for unresolved patients' rights complaints in accordance with the appeal process as outlined in Title 9, of the California Code of Regulations, (Complaint Procedures) and Special Order 231. Data on appeals shall be collected and reported in the semi-annual report to DMH.

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- 6.10 Act as a consultant to hospital, the Central OPR shall act as the coordinator for reviewing and commenting on new or revised state hospital policies and procedures.
- 6.11 OPR shall conduct a minimum of two (2) reviews of county patients' rights program or technical assistance projects per contract year. Advocacy program reviews and/or formal technical assistance reviews must include the following activities or procedural elements:
- A. Select the counties to be reviewed in conjunction with DMH using available OPR data (such as documented evidence of a high number of or repeated calls for assistance).
 - B. Use of a DMH approved contact letter (with 30-45 days advance notice), pre-assessment tool or other criteria specific to the review or technical assistance review.
 - C. Utilize standard interview criteria (advocacy program reviews) for interviewing advocacy program and county staff, and consumers or consumer organizations.
 - D. Identification of the criteria used for reviewing patient records (if an onsite review is conducted).
 - E. Utilization of standard monitoring tools and identification of modifications made by OPR to accommodate issues or procedures specific to the county being reviewed. For technical assistance visits, identification of the elements of assistance to be provided.
 - F. Agreement to perform all county reviews and formal technical assistance in a quality improvement manner.
 - G. Provide the County Mental Health Director and DMH with a draft report within 45 days of the onsite program review or technical assistance visit. Contractor will allow the county and DMH 30 days to comment or respond to the report before a final report is released.
- 6.12 Consult with, and make recommendations to DMH for any modifications needed for patient rights handbooks, posters, and DMH forms related to patients' rights. DMH agrees to limit these requests to no more than one (1) per calendar year.
- 6.13 The OPR shall, upon request, provide DMH with recommended changes to existing regulations, policies, practices or procedures that would clarify or improve the protection of patients' rights or that are required by new legislation, regulations or court decisions. DMH agrees to limit these requests to no more than one (1) per calendar year. All recommendations shall be submitted in writing to DMH for prior review and

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comment, and will remain confidential until such time as DMH approves or adopts the changes.

- 6.14 The OPR shall maintain a process to advise DMH, upon request, of the disposition of complaints referred by DMH.

7.0 STATE HOSPITAL ADVOCACY SERVICES

The Contractor and the OPR Director shall provide direction to the assigned hospital advocacy staff, regarding the provision of on-site advocacy services to patients who reside at Atascadero, Coalinga, Metropolitan, Napa and Patton State Hospitals. The Contractor agrees to:

- 7.1 Provide on-site advocacy services during regular business hours Monday to Friday, except holidays or during waking hours needed to carry out advocacy duties. These advocacy services include coordination of the patient complaint process, investigation of allegations of potential neglect, abuse and rights violations and provision of direct advocacy services to patients, and unit visits.
- A. On site advocacy services shall include regularly scheduled visits to the individual units to assess the condition/environment of unit and to provide regular opportunities for individuals served to meet with PRA.

The purpose of the visits is to monitor the environment and to increase the accessibility of PRA to individuals served. The goal is to visit each unit and provide in person meeting times with the Advocate one time per month.

- B. Advocates are allowed to be flexible with their hours as necessary to investigate complaints or provide training but should make every effort to ensure that office staff is available during regular business hours to answer the phones and process complaints received. The intent of this flexibility is to allow for the provision of services to the individuals served during waking non-business hours.
- 7.2 Ensure access to the advocacy office by answering telephone calls, in person, and maintain a process to acknowledge and/or respond to patient, staff or public calls within two (2) working days.
- 7.3 Provide onsite specialized advocacy services at Atascadero, Napa and Patton State Hospitals for the purpose of policy review and comment; focused reviews for identification of trends and patterns concerning patients' rights complaints and investigations; participate in Treatment Enhancement and other workgroups, particularly (but not limited to the By Choice and Positive Behavioral Support and PMAB workgroups, or their equivalents; and identify training needs of staff and

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individuals. These services shall be coordinated by OPR Director. Metropolitan and Coalinga State Hospitals will receive additional support from the Sacramento Office of Patients' Rights staff in the provisions of these services.

- 7.4 Ensure that there is an Investigation by advocacy staff into all complaints or allegations regarding the abuse, unreasonable denial, or punitive withholding of a right guaranteed under Sections 5325 and 5325.1 of the Welfare and Institutions Code and/or as specified under Title 9, Section 880 et. seq, and take immediate steps to respond to and/or resolve these allegations and complaints. Trends and patterns concerning patients' rights complaints and investigations (as defined in each hospital MOU) shall be reported to the Executive Director.
- 7.5 Act as the coordinator for the hospital complaint process by developing and maintaining one consistent procedure for processing and tracking the intake of all patient complaints (verbal, written or in person) and investigating, responding to or referring issues that fall outside the scope of the advocate to appropriate staff in the hospital for response. The contractor shall have the flexibility to prioritize the complaints received and the ability to immediately respond to allegations, incidents or concerns that involve the safety, health or welfare of a patient.
- 7.6 Notify the hospital Executive Director in advance of all visits by Contractor staff not regularly assigned to the hospital.
- 7.7 Initiate action or assistance on behalf of patients who are unable to register a complaint because of their physical or mental condition.
- 7.8 As resources allow and/or as circumstances warrant, conduct random reviews of patient charts, and/or conduct an annual focused monitoring of a program unit or hospital wide procedure to ensure full compliance with patients' rights laws and regulations. The OPR Central Office shall coordinate all timelines, monitoring criteria and procedures prior to initiation. Written reports and findings shall be provided to the Executive Director and the Contract Manager.
- 7.9 Provide appropriate writ forms to patients and assist them in making contact with other advocacy organizations, including public defenders.
- 7.10 Provide in-person patients' rights training to employees, new and annual update training. All new or revised training materials will be submitted via the central OPR office to the DMH Contract Manager prior to use. Training schedules and agendas shall be discussed with the Executive Director or designee during regular meetings and shall be included in DMH semi-annual reports.

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- 7.11 Ensure that all patient rights complaints are resolved at the lowest possible level or through the appropriate chain of command as specified in the DMH complaint process (Special Order 231).
- 7.12 Upon pre-screening by the advocate and within the same business day of being notified, refer allegations of abuse or neglect to the Senior Special Investigator with a copy to the appropriate Program Director, and the Executive Director using the DMH approved transmittal memo and protocol, and refer discrimination complaints to the Equal Employment Opportunity Officer.

NOTE: Notifications or referrals to an investigator does not, and should not, prohibit the advocate from conducting a thorough investigation and/or for providing the investigative results to the hospital Executive Director and the Office of Patients' Rights Director. The Contractor shall, at all times, fully cooperate with the hospital investigator(s) when conducting the same or related matter and when information or assistance is requested.

- 7.13 Maintain a record of all patient complaints in files by patient name to include a chronology of events, investigative notes, consultation notes with the patient or hospital staff and the disposition of such complaints.
- 7.14 Act as a consultant to hospital staff on patients' rights issues.
- 7.15 Review Denial of Rights (DOR) notifications for appropriateness and participate in the DOR data collection process as determined by central OPR and the statewide workgroup.
- 7.16 Interact with hospital staff in a quality improvement manner and, consistent with the MOU, shall advise the Executive Director and central OPR with the need for policy changes and/or training.
- 7.17 Immediately notify the Executive Director if information or statements conveyed by a patient indicates one of the following:
 - A. The patient or another patient possesses a weapon inside the facility;
 - B. The patient or another patient possesses illegal drugs inside the facility;
 - C. The patient or another patient intends to inflict physical harm upon a patient, staff or visitor; or,
 - D. Any other information that reasonably implicates a safety concern of any aspect of the facility operation.

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- 7.18 Central OPR shall negotiate a separate Memorandum of Understanding (MOU) with each state hospital for the purpose of clarifying the operational relationship between the Contractor, the Supervising Advocacy Specialist, the Patients' Rights Advocate, central OPR and the facility. MOUs shall contain the following:
- A. Contractor's Office of Patients' Rights agreement to abide by the state hospital's written policies and procedures to include notification and discussion of current issues or concerns with hospital policy.
 - B. Access to the facility, units and/or patient records by the hospital advocate and/or other Contractor staff.
 - C. Daily working hours and back-up services/protocol during absences.
 - D. Standards for reviewing policies/procedures related to patients rights and providing comments to the Executive Director.
 - E. Identify the circumstances that may require immediate input or technical assistance from the advocate regarding patients' rights.
 - F. Identify the training to be provided by the advocate to hospital employees.
 - G. Specify the process to follow for referring allegations of abuse or neglect to the appropriate hospital staff.
 - H. Access to telephone and data line circuits;
 - I. Specific work location and housekeeping requirements;
 - J. Access to and operational guidelines for facsimile and photocopy equipment (and reimbursement for associated equipment costs);
 - K. All other factors that may affect the appropriate interaction between Contractor staff and operation of the hospital.
 - L. Circumstances warranting a notification from the Office of Patients' Rights to the hospital Executive Director or designee, and circumstances the Executive Director/designee shall provide notification to the contractor (special incidents, seclusion and restraint use, unusual searches and/or major lockdowns;
 - M. Meetings as needed between the Office of Patients' Rights Director and the Executive Director to discuss existing advocacy services, emerging patients' rights issues, or areas for change.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum 10% of the gross payment withheld pending satisfactory final completion of the entire contract.

2. Instructions to Contractor

- A. To expedite the processing of invoices submitted to the Department of Mental Health (DMH) for payment, all invoice(s) will be submitted to the DMH Contract Manager for review and approval at the following Bill To Address:

Department of Mental Health
Attention: Accounting Office
1600 Ninth Street, Room 150
Sacramento, CA 95814

- B. Invoices shall be submitted as one original and three copies.
- C. The following items are required on all invoices:
 - 1. On printed letterhead with Contractor name and address, or on invoice template provided by DMH Contract Manager
 - 2. Bill To Address (see section A. above)
 - 3. DMH Contract Manager's name
 - 4. Services or Products provided should be properly itemized
 - 5. Dates of Services provided
 - 6. DMH Contract Number
 - 7. Invoice Date
 - 8. Invoice Total
 - 9. Authorizing Signature

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

4. Budget

Charges/rates shall be computed in accordance with the budget detail included in Exhibit B. If major budget categories are listed in the budget detail section of Exhibit B, the cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Reconciliation of Advance Payment

Nothing herein contained shall preclude advance payment pursuant to California State Government Code, Section 11019. In the event of advance payments as provided for herein, the Contractor shall reconcile advance payments no later than June 30th of the fiscal year it was awarded.

EXHIBIT B

Budget Detail

Line Item Description	Fiscal Year 2008/2009	Fiscal Year 2009/2010	Fiscal Year 2010/2011	Total Contract
PERSONNEL SERVICES				
Salaries & Wages:	\$ 767,733	\$ 759,220	\$ 758,336	\$ 2,285,289
Benefits and Taxes:	\$ 249,363	\$ 248,904	\$ 248,615	\$ 746,882
Temporary Labor & Overtime	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
SUBTOTAL OPR PERSONNEL SERVICES	\$ 1,018,296	\$ 1,009,323	\$ 1,008,151	\$ 3,035,771
Administrative Total Services	\$ 150,342	\$ 150,343	\$ 150,344	\$ 451,028
TOTAL PERSONNEL SERVICES	\$ 1,168,638	\$ 1,159,667	\$ 1,158,495	\$ 3,486,800
OPERATING EXPENSES				
Office Rental	\$ 35,632	\$ 36,103	\$ 36,835	\$ 108,571
Office & Computer Supplies	\$ 4,000	\$ 4,000	\$ 3,000	\$ 11,000
Document Management	\$ 650	\$ 650	\$ 650	\$ 1,950
Equipment Purchases	\$ 1,000	\$ 1,000	\$ 2,440	\$ 4,440
Software Purchases & Updates	\$ 1,500	\$ 3,500	\$ 3,500	\$ 8,500
Telephone & Communication	\$ 19,000	\$ 19,000	\$ 19,000	\$ 57,000
Printing/Copying & Duplicating	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
Postage & Shipping	\$ 1,400	\$ 1,400	\$ 1,400	\$ 4,200
Accounting/Legal	\$ 4,000	\$ 4,500	\$ 4,500	\$ 13,000
Equipment Rental & Maintenance	\$ 700	\$ 700	\$ 700	\$ 2,100
Staff Travel & Meetings	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Employee Training	\$ 3,600	\$ 3,600	\$ 3,600	\$ 10,800
Annual Statewide Training	\$ 5,000	\$ 11,000	\$ 11,000	\$ 27,000
Subscriptions & Publications	\$ 200	\$ 200	\$ 200	\$ 600
Commercial Insurance	\$ 780	\$ 780	\$ 780	\$ 2,340
Recruiting/Personnel Advertising	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000
Professional Liability Insurance	\$ 1,700	\$ 1,700	\$ 1,700	\$ 5,100
Disability Accomodations (If Applicable)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000
Depreciation (If Applicable)	\$ -	\$ -	\$ -	\$ -
SUBTOTAL OPERATING EXPENSES:	\$ 95,362	\$ 104,333	\$ 105,505	\$ 305,201
				\$ -
TOTAL PERSONNEL/OPERATING EXPENSES	\$ 1,264,000	\$ 1,264,000	\$ 1,264,000	\$ 3,792,000

EXHIBIT B

Fiscal Year 2008/2009						
PERSONNEL SERVICES						
	FTE	Monthly Salary Range			Dollar Amount	
Staffing						
Director (Central Office) (CO)	100.00%	\$6,084	-	\$8,578	\$	87,207
Patient Rights Specialist (CO)	80.00%	\$3,770	-	\$5,318	\$	41,331
Patient Rights Advocate/Coalinga	100.00%	\$3,418	-	\$4,820	\$	42,736
Patient Rights Advocate/Atascadero	100.00%	\$2,930	-	\$4,136	\$	42,768
Patient Rights Advocate/Metro	100.00%	\$3,418	-	\$4,820	\$	46,475
Patient Rights Advocate/Napa	100.00%	\$3,418	-	\$4,820	\$	57,840
Patient Rights Advocate/Patton	100.00%	\$2,930	-	\$4,136	\$	35,160
Office Manager (CO)	100.00%	\$3,588	-	\$5,064	\$	59,344
PRA Assistant/Coalinga	80.00%	\$2,594	-	\$3,662	\$	24,902
PRA Assistant/Atascadero	0.00%	\$2,594	-	\$3,662	\$	-
PRA Assistant/Metro	80.00%	\$2,594	-	\$3,662	\$	28,858
PRA Assistant/Napa	80.00%	\$2,594	-	\$3,662	\$	27,648
PRA Assistant/Patton	0.00%	\$2,594	-	\$3,662	\$	-
Appeals Coordinator - Admin Asst (CO) (Half-Time)	53.00%	\$2,594	-	\$3,662	\$	23,069
Patients Rights Specialist	100.00%	\$3,770	-	\$5,318	\$	63,222
Supervising Patients Rights Specialist -Napa	100.00%	\$3,770	-	\$5,318	\$	59,067
Supervising Patients Rights Specialist -Atascadero	100.00%	\$3,770	-	\$5,318	\$	63,951
Supervising Patients Rights Specialist -Patton	100.00%	\$3,770	-	\$5,318	\$	64,155
Subtotal Salaries & Wages	14.73				\$	767,733
BENEFITS & TAXES						
F.I.C.A					\$	58,732
Unemployment Insurance					\$	4,870
Worker's Comp Insurance					\$	11,516
Discretionary Benefits					\$	174,245
Temporary Labor & Overtime					\$	1,200
SUBTOTAL OPR PERSONNEL SERVICES					\$	1,018,295
Administrative Total Services					\$	150,344
TOTAL PERSONNEL SERVICES					\$	1,168,638
OPERATING EXPENSES						
1	Office Rental				\$	35,632
2	Office & Computer Supplies				\$	4,000
3	Document Management				\$	650
4	Equipment Purchases				\$	1,000

EXHIBIT B

5	Software Purchases & Updates					\$	1,500
6	Telephone & Communication					\$	19,000
7	Printing/Copying & Duplicating					\$	1,200
8	Postage & Shipping					\$	1,400
9	Accounting/Legal					\$	4,000
10	Equipment Rental & Maintenance					\$	700
11	Staff Travel & Meetings					\$	10,000
12	Employee Training					\$	3,600
13	Annual Statewide Training					\$	5,000
14	Subscriptions & Publications					\$	200
15	Commercial Insurance					\$	780
16	Recruiting/Personnel Advertising					\$	4,000
17	Professional Liability Insurance					\$	1,700
18	Disability Accommodations					\$	1,000
19	Depreciation					\$	-
	SUBTOTAL OPERATING EXPENSES					\$	95,362
SUBTOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000
TOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000

EXHIBIT B

Fiscal Year 2009/2010					
PERSONNEL SERVICES					
Staffing	FTE	Monthly Salary Range		Dollar Amount	
Director (Central Office) (CO)	100.00%	\$6,084	-	\$8,578	\$ 91,575
Patient Rights Specialist (CO)	80.00%	\$3,770	-	\$5,318	\$ 43,410
Patient Rights Advocate/Coalinga	100.00%	\$3,418	-	\$4,820	\$ 44,880
Patient Rights Advocate/Atascadero	100.00%	\$2,930	-	\$4,136	\$ 44,928
Patient Rights Advocate/Metro	100.00%	\$3,418	-	\$4,820	\$ 48,807
Patient Rights Advocate/Napa	100.00%	\$3,418	-	\$4,820	\$ 57,840
Patient Rights Advocate/Patton	100.00%	\$2,930	-	\$4,136	\$ 36,936
Office Manager (CO)	100.00%	\$3,588	-	\$5,064	\$ 60,352
PRA Assistant/Coalinga	53.00%	\$2,594	-	\$3,662	\$ 17,325
PRA Assistant/Atascadero	0.00%	\$2,594	-	\$3,662	\$ -
PRA Assistant/Metro	53.00%	\$2,594	-	\$3,662	\$ 20,085
PRA Assistant/Napa	53.00%	\$2,594	-	\$3,662	\$ 19,239
PRA Assistant/Patton	0.00%	\$2,594	-	\$3,662	\$ -
Appeals Coordinator - Admin Asst (CO) (Half-Time)	40.00%	\$2,594	-	\$3,662	\$ 17,578
Patients Rights Specialist	100.00%	\$3,770	-	\$5,318	\$ 63,816
Supervising Patients Rights Specialist -Napa	100.00%	\$3,770	-	\$5,318	\$ 61,881
Supervising Patients Rights Specialist -Atascadero	100.00%	\$3,770	-	\$5,318	\$ 65,180
Supervising Patients Rights Specialist -Patton	100.00%	\$3,770	-	\$5,318	\$ 65,388
Subtotal Salaries & Wages	13.79				\$ 759,220
BENEFITS & TAXES					
F.I.C.A					\$ 58,080
Unemployment Insurance					\$ 4,816
Worker's Comp Insurance					\$ 11,388
Discretionary Benefits					\$ 174,620
Temporary Labor & Overtime					\$ 1,200
SUBTOTAL OPR PERSONNEL SERVICES					\$ 1,009,323
Administrative Total Services					\$ 150,344
TOTAL PERSONNEL SERVICES					\$ 1,159,667
OPERATING EXPENSES					
1 Office Rental					\$ 36,103
2 Office & Computer Supplies					\$ 4,000
3 Document Management					\$ 650
4 Equipment Purchases					\$ 1,000
5 Software Purchases & Updates					\$ 3,500

EXHIBIT B

6	Telephone & Communication					\$	19,000
7	Printing/Copying & Duplicating					\$	1,200
8	Postage & Shipping					\$	1,400
9	Accounting/Legal					\$	4,500
10	Equipment Rental & Maintenance					\$	700
11	Staff Travel & Meetings					\$	10,000
12	Employee Training					\$	3,600
13	Annual Statewide Training					\$	11,000
14	Subscriptions & Publications					\$	200
15	Commercial Insurance					\$	780
16	Recruiting/Personnel Advertising					\$	4,000
17	Professional Liability Insurance					\$	1,700
18	Disability Accommodations					\$	1,000
19	Depreciation					\$	-
	SUBTOTAL OPERATING EXPENSES					\$	104,333
SUBTOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000
TOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000

EXHIBIT B

Fiscal Year 2010/2011						
PERSONNEL SERVICES						
Staffing	FTE	Monthly Salary Range			Dollar Amount	
Director (Central Office) (CO)	100.00%	\$6,084	-	\$8,578	\$ 96,165	
Patient Rights Specialist (CO)	80.00%	\$3,770	-	\$5,318	\$ 45,590	
Patient Rights Advocate/Coalinga	100.00%	\$3,418	-	\$4,820	\$ 47,140	
Patient Rights Advocate/Atascadero	100.00%	\$2,930	-	\$4,136	\$ 47,184	
Patient Rights Advocate/Metro	100.00%	\$3,418	-	\$4,820	\$ 51,248	
Patient Rights Advocate/Napa	100.00%	\$3,418	-	\$4,820	\$ 57,840	
Patient Rights Advocate/Patton	100.00%	\$2,930	-	\$4,136	\$ 40,728	
Office Manager (CO)	100.00%	\$3,588	-	\$5,064	\$ 60,768	
PRA Assistant/Coalinga	53.00%	\$2,594	-	\$3,662	\$ 18,202	
PRA Assistant/Atascadero	0.00%	\$2,594	-	\$3,662	\$ -	
PRA Assistant/Metro	53.00%	\$2,594	-	\$3,662	\$ 21,090	
PRA Assistant/Napa	53.00%	\$2,594	-	\$3,662	\$ 20,210	
PRA Assistant/Patton	0.00%	\$2,594	-	\$3,662	\$ -	
Appeals Coordinator - Admin Asst (CO) (Half-Time)	40.00%	\$2,594	-	\$3,662	\$ 17,578	
Patients Rights Specialist	100.00%	\$3,770	-	\$5,318	\$ 63,816	
Supervising Patients Rights Specialist -Napa	80.00%	\$3,770	-	\$5,318	\$ 51,324	
Supervising Patients Rights Specialist -Atascadero	80.00%	\$3,770	-	\$5,318	\$ 53,042	
Supervising Patients Rights Specialist -Patton	100.00%	\$3,770	-	\$5,318	\$ 66,411	
Subtotal Salaries & Wages	13.39				\$ 758,336	
BENEFITS & TAXES						
F.I.C.A					\$ 58,013	
Unemployment Insurance					\$ 4,810	
Worker's Comp Insurance					\$ 11,375	
Discretionary Benefits					\$ 174,417	
Temporary Labor & Overtime					\$ 1,200	
SUBTOTAL OPR PERSONNEL SERVICES					\$ 1,008,151	
Administrative Total Services					\$ 150,344	
TOTAL PERSONNEL SERVICES					\$ 1,158,495	
OPERATING EXPENSES						
1 Office Rental					\$ 36,835	
2 Office & Computer Supplies					\$ 3,000	
3 Document Management					\$ 650	
4 Equipment Purchases					\$ 2,440	
5 Software Purchases & Updates					\$ 3,500	

EXHIBIT B

6	Telephone & Communication					\$	19,000
7	Printing/Copying & Duplicating					\$	1,200
8	Postage & Shipping					\$	1,400
9	Accounting/Legal					\$	4,500
10	Equipment Rental & Maintenance					\$	700
11	Staff Travel & Meetings					\$	10,000
12	Employee Training					\$	3,600
13	Annual Statewide Training					\$	11,000
14	Subscriptions & Publications					\$	200
15	Commercial Insurance					\$	780
16	Recruiting/Personnel Advertising					\$	4,000
17	Professional Liability Insurance					\$	1,700
18	Disability Accommodations					\$	1,000
19	Depreciation					\$	-
	SUBTOTAL OPERATING EXPENSES					\$	105,505
SUBTOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000
TOTAL PERSONNEL/OPERATING COSTS							\$ 1,264,000

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **BCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.
2. **PUBLICATIONS AND REPORTS.**
 - A. If a publication and/or report is required under this Contract, Contractor shall:
 - (1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
 - (2) Furnish two copies of each publication and report required plus one reproducible original.
 - (3) Prepare all illustrations, maps and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
 - (4) Print all graphs, illustrations and printed materials in a single color throughout each publication unless prior State approval is granted.
 - (5) Place the Contractor's name only on the cover and title page of publications and reports and summaries. Covers and title pages shall read as follows:

DEPARTMENT OF MENTAL HEALTH
TITLE
By (Contractor)
 - B. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
 - C. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
3. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
4. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.
5. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Department of Mental Health staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
6. **CONFIDENTIALITY OF DATA AND DOCUMENTS.**
 - A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
 - B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
 - C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
 - D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
 - E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
 - F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

13. **INSURANCE.** Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:
- Sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.
14. **CONTRACT IS COMPLETE.** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
15. **CAPTIONS.** The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
16. **PUBLIC HEARINGS.** If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.
17. **DVBE.** Unless specifically waived by the Deputy Director of Administrative Services of the Department, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.
18. **FORCE MAJEURE.** Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, performance under this Contract.
19. **PERMITS AND LICENSES.** The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.
- The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.
20. **LITIGATION.** The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.
21. **DISPUTES.** Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.
- Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
22. **EVALUATION OF CONTRACTOR'S PERFORMANCE.** The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.
23. **TRAVEL.** Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by the Department. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department. All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of the Department must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

Exhibit E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Permitted Uses and Disclosures of IIHI by the Contractor.
- (1) Permitted Uses and Disclosures. Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - (2) Specific Uses and Disclosures Provisions. Except as otherwise indicated in the Agreement, the Contractor may:
 - (a) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (b) Use IIHI to provide data aggregation services to DMH. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of DMH.
- C. Safeguards. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.
- The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of DMH information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.
- D. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The Contractor shall:
- (1) Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network-based firewall and/or personal firewall
 - (b) Continuously updated anti-virus software
 - (c) Patch-management process including installation of all operating system/software vendor security patches
 - (2) Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on computing devices (including, but not limited to, desktop computers, laptop computers and PDAs) with a solution that uses proven industry standard algorithms.
 - (3) Prior to disposal, sanitize all DMH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.
- E. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- F. Reporting of Improper Disclosures. Contractor shall report to DMH within twenty-four (24) hours during a work week, of discovery by Contractor that PHI has been used or disclosed other than as provided for by this Agreement.

- G. Agents and Subcontractors of the Contractor. Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of DMH, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- H. Internal Practices. Contractor shall make Contractor's internal practices, books and records relating to the use and disclose of PHI received from DMH, or created or received by the Contractor on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations
- I. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify DMH immediately upon discovery of any breach of Medi-Cal IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the DMH Information Security Officer, within two business days of discovery, at (916) 651-6776. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the DMH Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

Information Security Officer
Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 102
Sacramento, CA 95814

- J. Employee Training and Discipline. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of DMH under this Agreement and use or disclose IIHI, and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
- K. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from DMH (or created or received by Contractor on behalf of DMH) that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- L. Miscellaneous Provisions.
- (1) Disclaimer. DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulator shall be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.
 - (2) Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
 - (a) No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
 - (b) Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
 - (c) Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
 - (d) Survival. The respective rights and obligations of Contractor under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.
2. Violations reported to U.S. Department of Health and Human Services. Upon DMH's knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
3. Judicial or Administrative Proceedings. DMH may terminate this Agreement, effective immediately, if (i) Contractor is found guilty in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

24. **TERMINATION.** Unless otherwise specified, either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

25. **CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS.**

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as required by law.

26. **AUDITS, INSPECTION AND ENFORCEMENT.**

- A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Department Information Security Officer in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

27. **Use of State Funds.** Contractor, including its officers and members, shall not use funds received from the Department pursuant to this contract to support or pay for costs or expenses related to the following:

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

28. **Drug-Free Workplace Certification.** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace.

29. **Conflict of Interest Certification.** In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities, which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the Department if a statement is required.

In signing this contract, I certify that I have read and understand GOVERNMENT CODE 19990.

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA.

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

8. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

9. SUBSTITUTIONS. Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

10. NOTICE. Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

11. WAIVER. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES. The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.