

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 or K attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

By: Faith Richie  
Faith Richie, SVP  
Print Name  
Date: 5-29-15

**COUNTY**

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors  
Date: \_\_\_\_\_

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form  
By: [Signature]

**Table of Contents**

<b>Section</b>		<b>Page</b>
I	Description of Services	4
II	Period of Performance	4
III	Reimbursement and Use of Funds Payment	4
	A. Reimbursement	4
	B. Restrictions on Salaries	4
	C. Union Organizing	5
	D. Lobbying and Restrictions and Disclosures Certification	5
	E. Prohibition	8
	F. National Provider Identifier (NPI)	8
IV	Program Supervision, Monitoring and Review	9
V	Status of Contractor	12
VI	Administrative Change in Status	13
VII	Delegation and Assignment	15
VIII	Alteration	16
IX	Licenses	16
X	Indemnification	17
XI	Insurance	17
	A. Workers' Compensation	18
	B. Commercial General Liability	18
	C. Fidelity Bond	18
	D. Vehicle Liability	19
	E. Professional Liability	19
	F. General Insurance Provisions – All Lines	20
XII	Limitation of County Liability	22
XIII	Warranty Against Contingent Fees	22
XIV	Nondiscrimination	23
	A. Employment	23
	B. Services, Benefits, and Facilities	24
XV	Persons with Disabilities	26
XVI	Reports	27
XVII	Health Insurance Portability & Accountability Act (HIPAA)	30
XVIII	Confidentiality	30
XIX	Records/Information and Record Retention	36
	A. Medical/Client Records	37
	B. Financial Records	37
	C. Financial Record Retention	37
	D. Patient/Client Record Retention	38
	E. Shared Records/Information	38
	F. Client Records	38
	G. Records Inspection	39
XX	Staffing	39

## Table of Contents

<b>Section</b>		<b>Page</b>
XXI	Cultural Competency	44
XXII	Informing Materials	48
XXIII	Conflict of Interest	49
XXIV	Patients' Rights	49
XXV	Waiver of Performance	49
XXVI	Drug-Free Workplace Certification	49
XXVII	Termination Provisions	51
XXVIII	Dispute	54
XXIX	Severability	55
XXX	Venue	55
XXXI	Notices	56
XXXII	Meetings	56
EXHIBIT A		
EXHIBIT B		
EXHIBIT C		
Schedule I		

I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of July 1, 2015, and continue in effect through June 30, 2016. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional five (5) years, subject to the availability of funds and satisfactory performance of services.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

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

9 C. Union Organizing

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

26 D. Lobbying And Restrictions And Disclosures Certification  
27  
28

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

3 1. Certification and Disclosure Requirements

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

1 d. CONTRACTOR shall file a disclosure form at the end of each calendar  
2 quarter in which there occurs any event that requires disclosure or that  
3 materially affect the accuracy of the information contained in any  
4 disclosure form previously filed by such person under Paragraph 1(a)  
5 herein. An event that materially affects the accuracy of the information  
6 reported includes:  
7

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

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

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

16 (iv) CONTRACTOR who requests or receives from a person referred  
17 to in Paragraph 1(a) of this provision a contract, subcontract, grant  
18 or sub-grant exceeding \$100,000 at any tier under a contract or  
19 grant shall file a certification, and a disclosure form, if required, to  
20 the next tier above; and,  
21

22 (v) All disclosure forms (but no certifications) shall be forwarded from  
23 tier to tier until received by the entity referred to in Paragraph 1(a)  
24 of this provision. The CONTRACTOR shall forward all disclosure  
25  
26  
27  
28

1 forms to the COUNTY in order for the COUNTY to forward to  
2 Program/Regional Administrator.

3 E. Prohibition

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

14 F. National Provider Identifier (NPI)

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



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

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

- 15
- 16 1. In exercising the right to review or monitor CONTRACTOR's administrative,  
17 clinical, fiscal, and program components, staff and facility(ies), the COUNTY  
18 shall enforce Agreement provisions and applicable COUNTY policies identified  
19 throughout this Agreement, including those related to threats and violent behavior  
20 or harassment in the workplace concerning its employees.
  - 21 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,  
22 to have access to all COUNTY consumers, to collaborate with treating staff, and to  
23 review necessary documents to ensure that the consumer has received all necessary  
24 assessments, all necessary treatment planning with measurable goals, and  
25 documented progress towards goals.
- 26  
27  
28

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 non-compliance.  
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 in order to give the CONTRACTOR  
15 the opportunity to come into compliance.

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

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

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

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.  
9 CONTRACTOR assumes the exclusive responsibility for the acts of its employees  
10 or agents as they relate to services to be provided. CONTRACTOR shall bear the  
11 sole responsibility and liability for furnishing workers' compensation benefits to any  
12 of its employees, agents and/or subcontractors for any injuries arising from or  
13 connected with services performed on behalf of COUNTY pursuant to this  
14 Agreement.  
15  
16 B. CONTRACTOR certifies that it will comply with all applicable state and federal  
17 labor laws and regulations, including, but not limited to, those issued by the  
18 Occupational Safety and Health Administration (OSHA) of the U.S. Department of  
19 Labor and California Division of Occupational Safety and Health.  
20  
21 C. CONTRACTOR is responsible for payment and deduction of all employment-  
22 related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees,  
23 including, but not limited, to all Federal, State and applicable local income taxes and  
24 withholdings. COUNTY shall not be required to make any deductions from  
25 compensation payable to CONTRACTOR for these purposes.  
26  
27  
28

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  
3 employer-employee relationship exists by reason of this Agreement.

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state  
5 withholding or retirement payments which COUNTY may be required to make  
6 pursuant to federal or state law.  
7

8 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  
10 status related documentation:

- 11 1. Articles of Incorporation;
- 12 2. Any and all Amendment of Articles;
- 13 3. List of Agency's Board of Directors and Advisory Board;
- 14 4. A resolution indicating who is empowered to sign all contract documents  
15 pertaining to the agency;
- 16 5. By-laws and minutes of Board meetings; and  
17
- 18 6. All applicable Federal, State and County licenses and certificates.  
19

20 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,  
21 control, and relationship information as required in 42 C.F.R. Sections 455.101 and  
22 455.104.  
23

## 24 VI

### 25 ADMINISTRATIVE CHANGE IN STATUS:

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

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

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

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

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

9 VII

10 DELEGATION AND ASSIGNMENT:

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
12 part, without prior written consent of COUNTY; provided, however, obligations  
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
14 means of subcontracts, provided such subcontracts are approved in writing by the  
15 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the  
16 subcontract, meet the requirements of this Agreement as they relate to the service or  
17 activity under subcontract, and include any provisions that the DIRECTOR may  
18 require, nor shall any subcontract result in, or imply, the creation of a relationship  
19 between the COUNTY and any subcontractor.  
20

21  
22 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
23 COUNTY pursuant to this Agreement.  
24

25 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
26 without the prior written consent of COUNTY. Any attempted assignment or  
27 delegation in derogation of this paragraph shall be void.  
28

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

4 VIII

5 ALTERATION:

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

11 IX

12 LICENSES:

13 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and  
14 necessary licenses, permits, approvals, certifications, waivers, and/or exemptions  
15 necessary to provide the services outlined herein, for its business to operate, and for  
16 personnel to provide services hereunder, and as required by all applicable laws and  
17 regulations set forth by the Federal, State, County and local governments, and all  
18 other appropriate governmental agencies.  
19

20 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,  
21 waivers, and exemptions, etc. throughout the term of this Agreement.  
22

23 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in  
24 writing of its inability to maintain, irrespective of the pendency of an appeal of such  
25 licenses, permits, approvals, certifications, waivers or exemptions.  
26

27 X



1 INDEMNIFICATION:

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

15  
16  
17 COUNTY shall indemnify Contractor against any claim, demands, or liability arising  
18 from damage to property, and injuries to persons, which may arise out of or because of  
19 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only  
20 in proportion to and to the extent such claim demands, damages or liability are caused by, or  
21 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or  
22 employee.  
23  
24

25 XI

26 INSURANCE:

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

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

5  
6 A. Workers' Compensation

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

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to, premises  
16 liability, unmodified contractual liability, products and completed operations liability,  
17 personal and advertising injury, and cross liability coverage, covering claims which may  
18 arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy  
19 shall name the COUNTY as an Additional Insured. Policy's limit of liability shall not be  
20 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
21 general aggregate limit, it shall apply separately to this Agreement or be no less than two  
22 (2) times the occurrence limit.  
23  
24

25 C. Fidelity Bond

26 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the  
27 maximum Agreement amount. Such coverage shall protect against all loss of money,  
28

1 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and  
2 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly  
3 handle or have responsibility for such money, securities or property. The COUNTY and  
4 its Agents shall be named as a Loss Payee as its interests may appear. This insurance  
5 shall include third party fidelity coverage, include coverage for loss due to theft,  
6 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement  
7 for an arrest and/or conviction.  
8

9 D. Vehicle Liability

10 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile  
11 equipment used in the performance of the obligations under this Agreement in an amount  
12 not less than \$1,000,000 per occurrence combined single limit. If such insurance  
13 contains a general aggregate limit, it shall apply separately to this Agreement or be no  
14 less than two (2) times the occurrence limit. Policy shall name the COUNTY as  
15 Additional Insured.  
16

17 E. Professional Liability

18 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for  
19 CONTRACTOR'S performance of work included within this Agreement, with a limit of  
20 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
21 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis  
22 rather than on an 'occurrence' basis, such insurance shall continue through the term of this  
23 Agreement. Upon termination of this Agreement or the expiration or cancellation of the  
24 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)  
25 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates  
26  
27  
28

1 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the  
2 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that  
3 CONTRACTOR has maintained continuous coverage with the same or original insurer.  
4 Coverage provided under this section shall continue for a period of five (5) years beyond  
5 the termination of this Agreement.  
6

7 F. General Insurance Provisions - All Lines

- 8 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
9 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
10 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
11 If the COUNTY Risk Manager waives a requirement for a particular insurer, such  
12 waiver is only valid for that specific insurer and only for one policy term.  
13
- 14 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
15 self-insured retentions. If such deductibles or self-insured retentions exceed  
16 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
17 written consent of the COUNTY Risk Manager before the commencement of  
18 operations under this Agreement. Upon notification of deductibles or self insured  
19 retentions which are deemed unacceptable to the COUNTY, at the election of the  
20 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
21 eliminate such deductibles or self-insured retentions with respect to this Agreement  
22 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
23 related investigations, claims administration, defense costs and expenses.  
24
- 25 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
26 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
27  
28

1 certified original copies of Endorsements effecting coverage as required herein; or,  
2 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
3 original Certified copies of policies including all Endorsements and all attachments  
4 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
5 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
6 provide no less than thirty (30) days written notice be given to the County of  
7 Riverside prior to any material modification or cancellation of such insurance. In the  
8 event of a material modification or cancellation of coverage, this Agreement shall  
9 terminate forthwith, unless the County of Riverside receives, prior to such effective  
10 date, another properly executed original Certificate of Insurance and original copies  
11 of endorsements or certified original policies, including all endorsements and  
12 attachments thereto evidencing coverage and the insurance required herein is in full  
13 force and effect. Individual(s) authorized by the insurance carrier to do so on its  
14 behalf shall sign the original endorsements for each policy and the Certificate of  
15 Insurance. Certificates of insurance and certified original copies of Endorsements  
16 effecting coverage as required herein shall be delivered to Riverside County  
17 Department of Mental Health, P.O. Box 7549, Riverside, CA 92513-7549,  
18 Contracts Division. CONTRACTOR shall not commence operations until the  
19 County of Riverside has been furnished original Certificate(s) of Insurance and  
20 certified original copies of endorsements or policies of insurance, including all  
21 endorsements and any and all other attachments as required in this Section.  
22  
23  
24  
25

- 26 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
27 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
28

1 covenant and shall be construed as primary insurance, and the COUNTY'S  
2 insurance and/or deductibles and/or self-insured retentions or self-insured programs  
3 shall not be construed as contributory.

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

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

10 XII

11 LIMITATION OF COUNTY LIABILITY:

12  
13 Notwithstanding any other provision of this Agreement, the liability of COUNTY  
14 shall not exceed the amount of funds appropriated in the support of this Agreement by the  
15 California Legislature.

16 XIII

17 WARRANTY AGAINST CONTINGENT FEES:

18  
19 CONTRACTOR warrants that no person or selling agency has been employed or  
20 retained to solicit or secure this Agreement upon any agreement or understanding for any  
21 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or  
22 bona fide established commercial or selling agencies maintained by CONTRACTOR for  
23 the purpose of securing business. For CONTRACTOR'S breach or violation of this  
24 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of  
25 consideration, or otherwise recover, the full amount of such commission, percentage,  
26 brokerage, or contingent fee.  
27  
28

XIV

NON-DISCRIMINATION:

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, national origin, age, sexual preference, marital status, physical, sensory, cognitive or mental disabilities. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual preference, marital status or physical, sensory, cognitive or mental disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the

1 notice in conspicuous places available to employees and applicants for  
2 employment.

- 3 4. In the event of noncompliance with this section or as otherwise provided by  
4 State and Federal law, this Agreement may be terminated or suspended in  
5 whole or in part and CONTRACTOR may be declared ineligible for future  
6 contracts involving Federal, State, or COUNTY funds.  
7

8 B. Services, Benefits, and Facilities

- 9 1. CONTRACTOR certifies that CONTRACTOR and any or all of its  
10 Subcontractors shall not unlawfully discriminate in the provision of services  
11 because of race, religion, color, creed, gender, national origin, age, sexual  
12 preference, marital status, or physical, sensory, cognitive, or mental disability  
13 as provided by state and federal law and in accordance with Title VI of the  
14 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975  
15 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.  
16 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);  
17 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;  
18 provisions of the Fair Employment and Housing Act and regulations  
19 promulgated hereunder (Government Code Section 12900 et. seq.) and 2  
20 C.C.R. Section 7285.0 et seq.); Government Code Section 11135 et. seq.; and 9  
21 C.C.R. Section 10800 et. seq.  
22

- 23 2. For the purpose of this Agreement, discrimination on the basis of race,  
24 religion, color, creed, gender, national origin, age, marital status, sexual  
25 preference, or physical, sensory, cognitive, or mental disability includes, but is  
26  
27  
28



1 not limited to, the following: denying an otherwise eligible individual any  
2 service or providing benefit which is different, or is provided in a different  
3 manner or at a different time, from that provided to others under this  
4 Agreement; subjecting any otherwise eligible individual to segregation or  
5 separate treatment in any matter related to the receipt of any services;  
6 restricting an otherwise eligible individual in any way in the enjoyment of any  
7 advantages or privilege enjoyed by others receiving any services or benefit;  
8 and/or treating any individual differently from others in determining whether  
9 such individual satisfied any admission, enrollment, eligibility, membership, or  
10 other requirement or condition which individuals must meet in order to be  
11 provided any service or benefit.  
12

- 13
- 14 3. CONTRACTOR shall further establish and maintain written procedures under  
15 which any person, applying for or receiving services hereunder, may seek  
16 resolution from CONTRACTOR of a complaint with respect to any alleged  
17 discrimination in the provision of services by CONTRACTOR'S personnel.  
18 Such procedures shall also include a provision whereby any such person, who  
19 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred  
20 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the  
21 purpose of presenting his or her complaint of alleged discrimination. Such  
22 procedures shall also indicate that if such person is not satisfied with  
23 COUNTY'S resolution or decision with respect to the complaint of alleged  
24 discrimination, he or she may appeal the matter to the California Department  
25  
26  
27  
28

1 of Health Care Services (DHCS). CONTRACTOR will maintain a written log  
2 of complaints for a period of seven (7) years.

3 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,  
4 Division 1 of the California Code of Regulations (C.C.R.). CONTRACTOR  
5 will store and dispense medications in compliance with all applicable State and  
6 Federal laws and regulations and COUNTY'S "Medication Guidelines,"  
7 available from the COUNTY Quality Improvement – Outpatient Division.

8  
9 5. A completed ADA/504 Self-Evaluation (Access to Services) Plan, including a  
10 Checklist for Accessibility must be submitted as a part of the application  
11 process requirement for contracting.

12  
13 6. CONTRACTORS that relocate must find space that is accessible.  
14 CONTRACTORS that renovate their existing space must meet accessibility  
15 standards in order to maintain funding, certification or licensure.

16  
17 7. CONTRACTORS that are not currently accessible to people with disabilities  
18 must have a written and posted referral policy and plan developed in  
19 conjunction with the county mental health program administration and  
20 consumers must be provided with a copy of this policy.

21  
22 8. Existing facilities must provide a current written ADA/504 (Access to  
23 Services) Plan to the County at each renewal, including a current Disability  
24 Admission and Referral Policy developed in conjunction with the County  
25 Mental Health Administration.

26 XV

27 PERSONS WITH DISABILITIES:

1 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of  
2 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable  
3 Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part  
4 84), and all guidelines and interpretations issued pursuant thereto. No qualified person  
5 with a disability shall, on the basis of their disability be excluded from participation, be  
6 denied the benefits of, or otherwise be subjected to discrimination under any program,  
7 service activity or employment opportunity provided by programs licensed or certified  
8 under this Agreement.  
9

10 XVI

11 REPORTS:

- 12
- 13 A. CONTRACTOR shall participate in the COUNTY'S Management Information  
14 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR  
15 shall report to the program, applicable client and staff related data regarding the  
16 CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.  
17
- 18 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation  
19 as specified and/or required by the COUNTY, State Department of Mental Health and  
20 Federal guidelines. COUNTY may provide additional instructions on reporting  
21 requirements.  
22
- 23 C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9  
24 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the  
25 CONTRACTOR shall make a telephonic report to the State department licensing staff  
26 (hereinafter "State") within one (1) working day. The telephonic report is to be  
27 followed by a written report to the COUNTY within twenty-four (24) hours of the  
28

1 incident and within seven (7) days of the event to the State. If a report to local  
2 authorities exists which meets the requirements cited, a copy of such a report will suffice  
3 for the written report required by the State.

4 1. Events reported shall include:

- 5 a. Death of any resident from any cause;
- 6 b. Any facility related injury of any resident which requires medical treatment;
- 7 c. All cases of communicable disease reportable under 17 C.C.R. Section 2502  
8 shall be reported to the local health officer in addition to the State;
- 9 d. Poisonings;
- 10 e. Catastrophes such as flooding, tornado, earthquake or any other natural  
11 disaster; and,
- 12 f. Fires or explosions which occur in or on the premises.

13  
14  
15 2. Information provided shall include the following:

- 16 a. Residents' name, age, sex, and date of admission;
- 17 b. Date, time and nature of the event;
- 18 c. Attending physician's name, findings and treatment, if any; and,
- 19 d. The items below shall be reported to the State within ten (10) working days  
20 following the occurrence.
  - 21 (i) The organizational changes specified in Section 10531(a) of this  
22 subchapter;
  - 23 (ii) Any change in the licensee's or applicant's mailing address; and,
  - 24 (iii) Any change of the administrator of the facility. Such notification shall  
25 include the new administrator's name, address and qualifications.  
26  
27  
28

1 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting  
2 requirements as mandated. The COUNTY shall provide necessary instructions and  
3 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting  
4 requirements.

5 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program  
6 and services as required by the DIRECTOR, or its authorized designee, or by the State,  
7 regarding the CONTRACTOR's activities as they affect the duties, roles,  
8 responsibilities, and purposes contained in this Agreement, and as may be specifically  
9 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty  
10 (30) days prior written notice of any additional, required reports in this matter.

11 COUNTY shall provide instructions on the reporting requirements as required herein.

12 F. As Mental Health and/or Substance Use service providers and funding recipients, under  
13 the State Charitable Choice requirements, CONTRACTOR must adhere to the  
14 following:  
15

- 16 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
17 alternative services if, when and where applicable;
- 18 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where  
19 applicable; and
- 20 3. Fund and/or provide alternative service if, when and where applicable. Alternative  
21 services are services determined by the State to be accessible, comparable, and  
22 provided within a reasonable period of time from another Mental Health and/or  
23 Substance Use provider (or alternative provider if, when and where applicable) to  
24 which the client has no objection.  
25  
26  
27  
28

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

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, 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., (the Health Insurance Portability and Accountability Act of 1996) as well as the corresponding regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other applicable 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

1 CONTRACTOR shall not use identifying information for any purpose other than  
2 carrying out the CONTRACTOR'S obligations under this Agreement.

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

10 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or  
11 beneficiaries for copies of bills or other documents, CONTRACTOR will provide the  
12 COUNTY with a copy of any document released as a result of such request, and will  
13 provide the name, address and telephone number of the requesting party.  
14

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

22 E. Notification of Electronic Breach or Improper Disclosure

23 During the term of this Agreement, CONTRACTOR shall notify COUNTY,  
24 immediately upon discovery of any breach of Protected Health Information (PHI)  
25 and/or data where the information and/or data is reasonably believed to have been  
26 acquired by an unauthorized person. Immediate notification shall be made to the  
27  
28

1 COUNTY Mental Health Compliance Officer within two (2) business days of  
2 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective  
3 action to cure any deficiencies and any action pertaining to such unauthorized  
4 disclosures as required by applicable Federal, State and or County laws and  
5 regulations. The CONTRACTOR shall investigate such breach and provide a written  
6 report of the investigation to the COUNTY Mental Health Compliance Officer,  
7 postmarked within thirty (30) working days of the discovery of the breach to the  
8 address as follows:  
9

10 Attention: Mental Health Compliance Officer  
11 Riverside County Department of Mental Health  
12 P.O. Box 7549  
13 Riverside, CA 92513  
14

15 If the security breach requires notification under Civil Code section 1798.82,  
16 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining  
17 to such unauthorized disclosure required by applicable, Federal, State and/or County  
18 laws and regulations.  
19

20 F. Safeguards

21 The CONTRACTOR shall implement administrative, physical, and technical  
22 safeguards that reasonably and appropriately protect the confidentiality, integrity,  
23 and availability of the Protected Health Information (PHI), included electronic PHI,  
24 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to  
25 prevent use or disclosure of PHI other than as provided for by this Agreement. In  
26 addition, CONTRACTOR shall develop and maintain a written information privacy  
27  
28



1 and security program that includes administrative, technical and physical safeguards  
2 appropriate to the size and complexity of the CONTRACTOR's operations and the  
3 nature and scope of its activities. CONTRACTOR shall also provide COUNTY  
4 with a copy of information outlining such safeguards that are developed and  
5 implemented by the CONTRACTOR upon thirty (30) days written request by the  
6 COUNTY.  
7

8 G. The CONTRACTOR shall implement strong access controls and other security  
9 safeguards and precautions as noted in the following to restrict electronic and  
10 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized  
11 users only. The CONTRACTOR shall enforce the following administrative and  
12 technical password controls on all systems used to process or store confidential,  
13 personal, or sensitive data:  
14

15 1. Passwords must not be:

16 a. Shared or written down where they are accessible or recognizable by anyone  
17 else, such as taped to computer screens, stored under keyboards, or visible  
18 in a work area;  
19

20 b. A dictionary word; and,

21 c. Stored in clear text;  
22

23 2. Passwords must be:

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

25 b. Changed every 90 days;

26 c. Changed immediately if revealed or compromised; and,  
27  
28

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

2 from the standard keyboard:

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

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

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

6 (iv) Non-alphanumeric characters (punctuation symbols).

7  
8 H. The CONTRACTOR shall implement the following security controls on each  
9 workstation or portable computing device (e.g., laptop computer) containing  
10 confidential, personal, or sensitive data:

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

12 2. Continuously updated anti-virus software; and,

13 3. Patch management process including installation of all operating  
14 system/software vendor security patches.  
15

16 I. The CONTRACTOR shall utilize a commercial encryption solution that has  
17 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive  
18 data stored on portable electronic media (including, but not limited to, CDs and  
19 thumb drives) and on portable computing devices (including, but not limited to,  
20 laptop and notebook computers). The CONTRACTOR shall not transmit  
21 confidential, personal, or sensitive data via-e-mail or other internet transport  
22 protocol unless the data is encrypted by a solution that has been validated by the  
23 National Institute of Standards and Technology (NIST) as conforming to the  
24 Advanced Encryption Standard (AES) Algorithm or Triple DES.  
25

26 1. Mitigation of Harmful Effects  
27  
28

1 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect  
2 that is known to CONTRACTOR of a use or disclosure of PHI by  
3 CONTRACTOR or its subcontractors in violation of the requirements of these  
4 Provisions.

5  
6 2. Employee Training and Discipline

7 The CONTRACTOR shall train and use reasonable measures to ensure  
8 compliance with the requirements of these Provisions by employees who assist  
9 in the performance of functions or activities on behalf of COUNTY under this  
10 Agreement and use or disclose PHI; and discipline such employees who  
11 intentionally violate any of these Provisions, including termination of  
12 employment.

13  
14 3. Disclaimer

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

22  
23  
24 4. Interpretation

25 The terms and conditions in these Provisions shall be interpreted as broadly as  
26 necessary to implement and comply with HIPAA, the HIPAA regulations and  
27 applicable State laws. The parties agree that any ambiguity in the terms and  
28

1 conditions of these Provisions shall be resolved in favor of a meaning that  
2 complies and is consistent with HIPAA and the HIPAA regulations.

3 CONTRACTOR shall require all its officers, employees, associates, and agents  
4 providing services hereunder to acknowledge, in writing, understanding of and  
5 agreement to comply with all confidentiality provisions as set forth in this  
6 Agreement.  
7

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

15 XIX

16 RECORDS/INFORMATION AND RECORD RETENTION:

17 All records shall be available for inspection by the designated auditors of COUNTY, State  
18 Department of Justice, State DHCS, U.S. Department of Health and Human Services and  
19 the U.S Office of the Inspector General at reasonable times during normal business hours.

20 Records include, but are not limited to all physical and electronic records originated or  
21 prepared pursuant to the performance under this Agreement including, but not limited to,  
22 working papers, reports, financial records or books of account, medical records,  
23 prescription files, subcontracts, any and other documentation pertaining to medical and  
24 non-medical services for clients. Upon request, at any time during the period of this  
25 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the  
26  
27  
28

1 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of  
2 the Inspector General for a period of three (3) years after final payment under the  
3 Agreement.

4 A. Medical/Client Records

5 CONTRACTOR shall adhere to the licensing authority, the State Department of  
6 Social Services, DHCS and Medi-Cal documentation standards, as applicable.  
7 CONTRACTOR shall maintain adequate medical records on each individual patient  
8 which includes at a minimum, a client care plan, diagnostic procedures, evaluation  
9 studies, problems to be addressed, medications provided, and records of service  
10 provided by the various personnel in sufficient detail to make possible an evaluation  
11 of services, including records of patient interviews and progress notes.  
12  
13

14 B. Financial Records

15 CONTRACTOR shall maintain complete financial records that clearly reflect the cost  
16 of each type of service for which payment is claimed. Any apportionment of costs  
17 shall be made in accordance with generally accepted accounting principles and shall  
18 evidence proper audit trails reflecting the true cost of the services rendered.  
19 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid  
20 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
21 required by the DIRECTOR, or his designee, and the State of California. All such  
22 records shall be available for inspection by the designated auditors of COUNTY or  
23 State at reasonable times during normal business hours.  
24  
25

26 C. Financial Record Retention  
27  
28

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

4 D. Patient/Client Record Retention

5 Patient/Client records shall be maintained and retained by CONTRACTOR for a  
6 minimum of seven (7) years following discharge of the client. Records of minors  
7 shall be kept for seven (7) years after such minor has reached the age of eighteen  
8 (18) years. Thereafter, the client file is retained for seven (7) years after the client  
9 has been discharged from services.  
10

11 E. Shared Records/Information

12 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and  
13 information policy, which allows for sharing of client records and information  
14 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR  
15 shall not release these client records or information to a third party without a valid  
16 authorization.  
17

18 F. Client Records

19 COUNTY is the owner of all patient care/client records. In the event that the  
20 Agreement is terminated, the CONTRACTOR is required to prepare and box the  
21 client medical records so that they can be archived by the COUNTY, according to  
22 the procedures developed by the COUNTY. The COUNTY is responsible for taking  
23 possession of the records and storing them according to regulatory requirements. The  
24 COUNTY is required to provide the CONTRACTOR with a copy of any medical  
25  
26  
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1 record that is requested by the CONTRACTOR, as required by regulations, at no  
2 cost to the CONTRACTOR, and in a timely manner.

3 G. Records Inspection

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

19 XX

20 STAFFING:

21 CONTRACTOR shall comply with the staffing expectations as required by state  
22 licensing requirements and as may be additionally described in Exhibit A. Such personnel  
23 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in  
24 accordance with the WIC Section 5751.2, the requirements set forth in 9 C.C.R., the  
25 Business and Professions Code, State DHCS policy letters, and any amendments thereto.  
26 CONTRACTOR shall maintain specific job descriptions/duty statements for each position  
27  
28

1 describing the assigned duties, reporting relationship, and shall provide sufficient detail to  
2 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR  
3 acknowledges all its officers, board members, employees, associates, and agents providing  
4 services hereunder are eligible for reimbursement for said services by their exclusion from  
5 the Federal "List of Excluded Parties" registry.  
6

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

9 1. A list of persons by name, title, and professional degree, including, but not limited  
10 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)  
11 Training, First Aid training, languages spoken, Race/Ethnicity with an option to  
12 select "Prefer Not to Say" and/or certification and experience of persons providing  
13 services hereunder, and any other information deemed necessary by the  
14 DIRECTOR or designee. All certifications should comply with applicable  
15 California Health and Safety Code of Regulations.  
16

17 2. Previously established and/or updated Personnel policies and procedures;  
18

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

21 a. Resume, employment application, proof of current licensure, all applicable  
22 employment related certifications, registration;  
23

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

25 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more  
26 employees will designate a Disability Access Coordinator. The Access Coordinator is  
27  
28



1 responsible for the development and implementation of the program's ADA/ 504 Self-  
2 Evaluation Plan and Annual Updates.

3 C. CONTRACTOR shall institute and maintain an in-service training program of  
4 treatment review and case conferences and/or prevention strategies as appropriate, in  
5 which professional and other appropriate personnel shall participate.

6  
7 D. The CONTRACTOR recognizes the importance of child and family support  
8 obligations and shall fully comply with all applicable State and Federal laws relating  
9 to child and family support enforcement, including, but not limited to, disclosure of  
10 information and compliance with earnings assignment orders, as provided in Family  
11 Code Section 5200 et. seq.

12  
13 E. CONTRACTOR shall establish and disseminate written policies for all employees  
14 that include detailed information about the False Claims Act and the other provisions  
15 named in the Social Security Act Section 1902(a)(68)(A). Included in these written  
16 policies shall be detailed information about CONTRACTOR'S policies and  
17 procedures for detecting and preventing fraud, waste, and abuse in federal, state and  
18 local health care programs. CONTRACTOR shall also include in any employee  
19 handbook a specific discussion of the laws described in the written policies, the  
20 rights of employees to be protected as whistleblowers, and a specific discussion of  
21 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste  
22 and abuse.

23  
24  
25 F. CONTRACTOR shall follow all Federal, State and County policies, laws and  
26 regulations regarding Staffing and/or Employee compensation. CONTRACTOR  
27 shall not pay or compensate any of its Staff, Personnel or Employees by means of  
28

1 cash. All payments or compensation made to CONTRACTOR Staff, Personnel  
2 and/or Employees in association with the fulfillment of this Agreement shall be  
3 made by means of Staff, Personnel and/or Employee Certified Payroll only.

4 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
5 and direct personnel service providers that will have an impact on its Electronic  
6 Management of Records (ELMR) system. These changes include, but are not  
7 limited to, adding new personnel, modifying existing personnel, or terminating  
8 personnel. CONTRACTOR is responsible for completing the Computer Account  
9 Request Form (CARF) included with this Agreement, when such changes occur and  
10 will have an impact on ELMR data entry or system access, and shall submit, via  
11 email, the completed CARF form to its designated COUNTY Program Analyst for  
12 review and approval. The COUNTY designated Program Analyst will then review  
13 CARF for accuracy and will then submit CARF to the COUNTY'S Information  
14 Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst  
15 will communicate with the CONTRACTOR, via email, with confirmation of  
16 submission for processing, and a COUNTY I.T. or ELMR personnel will contact the  
17 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide  
18 confirmation that computer access has been granted or changed as requested by the  
19 CONTRACTOR.  
20  
21  
22  
23

24 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of  
25 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none  
26 of CONTRACTOR'S officers, board members, and employees providing services  
27 are on the OIG or Medi-Cal list of excluded individuals to provide direct services to  
28

1 COUNTY clients. CONTRACTOR shall notify, in writing within thirty (30)  
2 calendar days, if and when any CONTRACTOR'S personnel are found listed on this  
3 site and what action has been taken to remedy the matter.

4 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel  
5 in which they employ is licensed or certified to practice, and is in possession of a  
6 valid, current license or certificate to practice or to provide mental health or other  
7 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal  
8 funds are required to validate and submit a signed statement to COUNTY with their  
9 monthly invoice to confirm that their board and/or staff members are not on either the  
10 OIG Exclusion List at the website <http://exclusions.oig.hhs.gov/search.aspx> and the  
11 Medi-Cal List of Suspended or Ineligible Providers list at <http://www.medi->  
12 [cal.ca.gov](http://www.medi-cal.ca.gov). In addition, CONTRACTORS providing Medi-Cal billable services must  
13 have, and provide in writing to COUNTY, pursuant to Section XXXI, NOTICES, of  
14 this Agreement, a valid rendering site and/or individual provider NPI and taxonomy  
15 code that corresponds with the work they are performing. Any updates or changes  
16 must be made by the CONTRACTOR to the National Plan & Provider Enumeration  
17 System (NPPES) within thirty (30) days. CONTRACTOR shall establish their own  
18 procedures to ensure adherence to these requirements.  
19  
20  
21  
22

## 23 XXI

### 24 CULTURAL COMPETENCY

25 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally  
26 competent manner by recruiting, hiring, maintaining and providing staff who can  
27 deliver services in the manner specified to the diverse multi-cultural population  
28

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

13  
14 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and  
15 timely mental health service delivery; staff training; and organizational policies and  
16 procedures related to the treatment of culturally diverse populations. CONTRACTOR  
17 shall perform specific outcome studies, on-site reviews and written reports to be made  
18 available to the COUNTY upon request.  
19

20 C. CONTRACTOR shall provide services that are non-discriminatory and that meet the  
21 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR  
22 shall ensure that high quality accessible mental health care includes:  
23

- 24  
25 1. Clinical care and therapeutic interventions which are linguistically and  
26 culturally appropriate; including, at a minimum, admission, discharge, and  
27 medication consent forms available in Spanish;  
28

- 1 2. Have a comprehensive management strategy to address culturally and  
2 linguistically appropriate services, including strategic goals, plans, policies,  
3 procedures and designated staff responsible for implementation;
- 4 3. Medically appropriate interventions, which acknowledge specific cultural  
5 influences;
- 6 4. Provision and utilization of qualified interpreters within twenty-four (24) hours  
7 of identified need;
- 8 5. Screening and certification of interpreters as specified in subparagraph 3 a  
9 below;
- 10 6. Training to mental health providers in building the cultural knowledge and  
11 skill required to provide culturally appropriate treatment of client population  
12 served;
- 13 7. Develop and implement a strategy to recruit, retain and promote qualified,  
14 diverse and culturally competent administrative, clinical and support staff that  
15 are trained and qualified;
- 16 8. Client related information translated into the various languages of the diverse  
17 populations served; and,
- 18 9. Provide oral and written notices, including translated signage at key points of  
19 contact, to clients in their primary language informing them of their right to  
20 receive no-cost interpreter services.  
21  
22  
23  
24  
25  
26  
27  
28

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

- 5
- 6 1. A qualified interpreter is defined as someone who is fluent in English and in  
7 the necessary second language, who can accurately speak, read and readily  
8 interpret the necessary second language and/or accurately sign and read sign  
9 language. A qualified interpreter must be able to translate in linguistically  
10 appropriate mental health terminology necessary to convey information such as  
11 symptoms or instructions to the client in both languages; and,  
12
  - 13 2. A fluently bilingual person, who is not trained in the provision of mental health  
14 services, must complete training prior to providing services, which covers  
15 terms and concepts associated with mental health medications, and cultural  
16 beliefs and practices which may influence the client's mental health condition.

17 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan  
18 as set forth in the Board of Supervisors approved Cultural Competency Plan. The  
19 Cultural Competency Plan may be obtained from the COUNTY'S website at  
20 [www.rcdmh.org](http://www.rcdmh.org) or by contacting the COUNTY'S Cultural Competency Manager or  
21 designee upon written request via certified mail or facsimile to:  
22  
23  
24

25 Riverside County Department of Mental Health Cultural Competency Program

26 P.O. Box 7549

27 Riverside, California 92513  
28

Attention: Cultural Competency Manager

Fax: 951-955-7206

- 1
- 2
- 3 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
- 4 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
- 5 determine and implement cultural competency activities that shall include, but is not
- 6 limited to, compliance with the cultural competency requirements outlined in
- 7 Section XXI of this Agreement.
- 8
- 9 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of
- 10 cultural competency as needed and requested by CONTRACTOR.
- 11
- 12 H. CONTRACTOR will be responsible for participating in cultural competency
- 13 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
- 14 a partial list of annual cultural competency trainings and topics that may be available
- 15 through the COUNTY to assist CONTRACTORS with meeting training
- 16 requirements, though capacity will be limited: Cultural Formulation; Multicultural
- 17 Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity;
- 18 Mental Health Interpreter Training; Training Staff in the use of Mental Health
- 19 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In
- 20 order to attend the COUNTY offered trainings, CONTRACTOR must contact the
- 21 Cultural Competency Manager at the contact information location in subparagraph 4
- 22 of paragraph A. in Section XXI, CULTURAL COMPETENCY.
- 23
- 24
- 25 I. CONTRACTOR will be responsible for reporting back to the COUNTY, annually in
- 26 writing, all cultural competency related trainings that staff members have taken. The
- 27 following format is recommended:
- 28

Name of	Description of	How long	Attendance by	No. of	Date of	Name of
---------	----------------	----------	---------------	--------	---------	---------

Training Event	Training	and how often attended	Service Function	Attendees and Total	Training	Presenter
Example: Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

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

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

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

XXII

INFORMING MATERIALS:

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

XXIII



1 CONFLICT OF INTEREST:

2 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY  
3 enables him to influence the award of this Agreement or any competing Agreement, and  
4 no spouse or economic dependent of such employee in any capacity herein, or in any other  
5 direct or indirect financial interest in this Agreement.  
6

7 XXIV

8 PATIENTS' RIGHTS:

9 Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and  
10 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY  
11 Patients' Rights Advocates will be given access to clients, clients' records, and facility  
12 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.  
13

14 XXV

15 WAIVER OF PERFORMANCE:

16 No waiver by COUNTY at any time of any of the provisions of this Agreement shall  
17 be deemed or construed as a waiver at any time thereafter of the same or any other  
18 provisions contained herein or of the strict and timely performance of such provisions.  
19

20 XXVI

21 DRUG-FREE WORKPLACE CERTIFICATION:

22 If State funds are utilized to fund this Agreement as specified in Schedule I or  
23 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing  
24 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the  
25 laws of the State of California that the CONTRACTOR will comply with the requirements  
26  
27  
28

1 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and  
2 will provide a drug-free workplace doing all of the following.

3 A. Publish a statement notifying employees that unlawful manufacture, distribution,  
4 dispensation, possession, or use of controlled substances is prohibited and specifying  
5 actions to be taken against employees for violations, as required by Government  
6 Code Section 8355 (a).  
7

8 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
9 8355 (a) to inform employees about all of the following:

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

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

- 18 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 19 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a  
20 condition of employment on the Agreement.  
21

22 D. Failure to comply with these requirements may result in suspension of payments  
23 under the Agreement or termination of the Agreement or both and the  
24 CONTRACTOR may be ineligible for award of future State contracts if the  
25 COUNTY determines that any of the following has occurred:  
26

- 27 1. The CONTRACTOR has made a false certification or,  
28

1 2. Violates the certification by failing to carry out the requirements as noted above.

2 XXVII

3 TERMINATION PROVISIONS:

- 4 A. Either party may terminate this Agreement without cause, upon sixty (60) days  
5 written notice served upon the other party.
- 6 B. Termination does not release CONTRACTOR from the responsibility of securing  
7 Protected Health Information (PHI) data.
- 8 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
9 served upon the CONTRACTOR if sufficient funds are not available for  
10 continuation of services.
- 11 D. The COUNTY reserves the right to terminate the Agreement without warning at the  
12 discretion of the Director or designee, when CONTRACTOR has been accused  
13 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 14 E. The COUNTY may terminate this Agreement immediately due to a change in  
15 status, delegation, assignment or alteration of the Agreement not consented to by  
16 COUNTY.
- 17 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
18 Director of Mental Health, CONTRACTOR fails to provide for the health and safety  
19 of patients served under this Agreement. In the event of such termination, the  
20 COUNTY may proceed with the work in any manner deemed proper to the  
21 COUNTY.
- 22 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY  
23 may take one or more of the following actions as appropriate:  
24  
25 1. Temporarily withhold payments pending correction of the deficiency;  
26  
27  
28

- 1 2. Disallow (that is deny funds) for all or part of the cost or activity not in  
2 compliance; or,
- 3 3. Wholly or partially suspend or terminate the Agreement, and if necessary,  
4 request repayment to COUNTY if any disallowance is rendered after audit  
5 findings.  
6

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

- 11 1. Stop all services under this Agreement on the date, and to the extent specified,  
12 in the Notice of Termination;
- 13 2. Continue to provide the same level of care as previously required under the  
14 terms of this Agreement until the date of termination;
- 15 3. If clients are to be transferred to another facility for services, furnish to  
16 COUNTY, upon request, all client information and documents deemed  
17 necessary by COUNTY to affect an orderly transfer;
- 18 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner  
19 consistent with the best interest of the clients' welfare;
- 20 5. Cancel outstanding commitments covering the procurement of materials,  
21 supplies, equipment and miscellaneous items. In addition, CONTRACTOR  
22 shall exercise all reasonable diligence to accomplish the cancellation of  
23 outstanding commitments required by this Agreement, which relate to personal  
24 services. With respect to these canceled commitments, the CONTRACTOR  
25  
26  
27  
28

1 agrees to provide a written plan to Director (or his designee within thirty (30)  
2 days for settlement of all outstanding liabilities and all claims arising out of  
3 such cancellation of commitments. Such plan shall be subject to the approval  
4 or ratification of the COUNTY, which approval or ratification shall be final for  
5 all purposes of this clause;

6  
7 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
8 extent, if any, as directed by COUNTY, any equipment which, if the  
9 Agreement had been completed, would have been required to be furnished to  
10 COUNTY;

11  
12 7. Take such action as may be necessary, or as COUNTY may direct, for the  
13 protection and preservation of the equipment related to this Agreement which  
14 is in the possession of CONTRACTOR and in which COUNTY has or may  
15 acquire an interest; and,

16  
17 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
18 previously allowed until the date of termination, as determined by the Notice  
19 of Termination.

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

25  
26 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed  
27 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY  
28

1 reserves the right to enter into settlement talks with the CONTRACTOR in order to  
2 resolve any remaining and/or outstanding contractual issues, including but not  
3 limited to, financials, services, billing, cost report, etc. In such instances of  
4 settlement and/or litigation, CONTRACTOR will be solely responsible for  
5 associated costs for their organizations' legal process pertaining to these matters  
6 including, but not limited to, legal fees, documentation copies, and legal  
7 representatives.  
8

9 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
10 and are in addition to any other rights and remedies provided by law or under this  
11 Agreement.  
12

### 13 XXVIII

#### 14 DISPUTE:

15 In the event of a dispute between a designee of the DIRECTOR and the  
16 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient  
17 services being rendered, and/or the withholding of CONTRACTOR'S payments due to  
18 instances such as material non-compliance or audit disallowances or both, the  
19 CONTRACTOR may file a written protest with the appropriate Program/Regional  
20 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities  
21 under this Agreement during any dispute. The Program/Regional Administrator shall  
22 respond to the CONTRACTOR in writing within ten (10) working days. If the  
23 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the  
24 CONTRACTOR may file successive written protests up through the Department of  
25 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.  
26  
27  
28

1 Each administrative level shall have twenty (20) working days to respond in writing to the  
2 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or  
3 uphold the finding/decision.

4 XXIX

5 SEVERABILITY:

6  
7 If any provision of this Agreement or application thereof to any person or  
8 circumstances shall be declared invalid by a court of competent jurisdiction, or is in  
9 contravention of any Federal, State, or County statute, ordinance, or regulation, the  
10 remaining provisions of this Agreement or the application thereof shall not be invalidated  
11 thereby and shall remain in full force and effect, and to that extent the provisions of this  
12 Agreement are declared severable.

13  
14 XXX

15 VENUE:

16  
17 This Agreement shall be construed and interpreted according to the laws of the State  
18 of California. Any action at law or in equity brought by either of the parties hereto for the  
19 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of  
20 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions  
21 of law providing for a change of venue in such proceedings in any other COUNTY.

22  
23 XXXI

24 NOTICES:

25 All correspondence and notices required or contemplated by this Agreement shall be  
26 delivered to the respective parties at the addresses set forth below and are deemed  
27 submitted one day after their deposit in the United States mail, postage prepaid:  
28

1 CONTRACTOR:

2 TELECARE CORPORATION  
3 1080 MARINA VILLAGE  
4 PARKWAY,  
5 SUITE # 100, ALAMEDA, CA  
6 94501  
7 ATTENTION: MS. FAITH RICHIE,  
8 SENIOR VICE PRESIDENT,  
9 DEVELOPMENT

COUNTY:

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

7 INFORMATIONAL COPY TO:

8 RIVERSIDE COUNTY  
9 DEPARTMENT OF MENTAL HEALTH  
10 ATTN: PROGRAM SUPPORT  
11 P.O. BOX 7549  
12 RIVERSIDE, CA 92513-7549

12 XXXII

13 MEETINGS:

14 As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all  
15 provider meeting as scheduled by the County Program Administrator/Manager or Designee.  
16 Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program  
17 Director level or above. Critical information and data is disseminated at these meetings and  
18 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 2015-2016:

5 PROVIDER NAME: TELECARE CORPORATION

6 DEPT. ID/PROGRAM: 4100202294/83550/74700/530280

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.”

20 GENERAL SERVICES

21 CONTRACTOR is to provide a caring, qualified staff, a pleasing environment and proven  
22 treatment programs. Since a single therapeutic approach does not work for everyone, program  
23 offerings are based on the needs of the consumers, including group, individual and family  
24 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  
10 MEDICAL CARE

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

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

- Individual, group, and family therapy or counseling will be provided by professional and paraprofessionals within their specific scope of practice.
- All medical care will be coordinated with the current outpatient medical care the consumer has been receiving.

#### MEDICATION SERVICES

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

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

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

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

All consumers who are prescribed medication will receive medication education provided by an M.D. or licensed nursing personnel prior to discharge from the facility to the community. Discharge medication may be withheld if the MD feels that discharging the consumer with medication is contraindicated, or unless other discharge medication orders 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. CONTRACTOR will provide  
21 transportation for clients to attend any of the above legal proceedings.  
22  
23  
24  
25

1 AFTERCARE INSTRUCTIONS

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

- 4 1 consumer name,
- 5 2 admission date,
- 6 3 discharge date and time,
- 7 4 DSM IV diagnosis (5 axis), including substance abuse disorders that are evident;
- 8 5 medications (including quantity provided and explanation of dosage),
- 9 6 Nurse/M.D. signature,
- 10 7 follow up appointments and referrals,
- 11 8 expected course of recovery,

12  
13 STAFF SUPERVISION AND TRAINING

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

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

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

- 3 • assessment procedures,
- 4 • risk management guidelines and community standards,
- 5 • consumer registration and financial assessment procedures,
- 6 • treatment interventions,
- 7 • management of assaultive behavior,
- 8 • denial of patients' rights,
- 9 • family engagement,
- 10 • discharge planning, information and referral resources, and transfer procedures;
- 11 • documentation requirements.

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

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

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

24 A DQME shall possess education and experience appropriate for the duties and consistent with  
25 the job description reviewed and approved by the County. The DQME will have primary  
responsibility to conduct mandatory orientation and annual in-service education to staff



1 including basic nursing and behavioral techniques as well as modifying staff behavior with  
2 continuing training and in-service education that may result from quality assurance audits.  
3 CONTRACTOR shall provide to the COUNTY a quarterly comprehensive calendar of all  
4 training occurring during the period and listing of staff in attendance at each training activity.  
5 CONTRACTOR shall provide an organizational chart that includes all staffing titles. Staffing  
6 titles and names will be provided to the department head level. This organizational chart will  
7 accurately reflect the chain of command each month. The facility Administrator has overall  
8 responsibility for the facility.

9  
10 Job descriptions, including minimum qualifications for employment and duties performed for all  
11 personnel shall be on file with the administrator. Individual department job descriptions will also  
12 be available in each department.

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

#### 16 CULTURAL COMPETENCE

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

20 The facility shall affirmatively seek a bilingual employee compliment and translators will be  
21 provided for any non-English speaking consumer. A bilingual/bicultural management staff will  
22 be sought. There will be a written policy on service to consumers who do not speak English  
23 which addresses treatment and social services. Due to the high incident of monolingual Spanish  
24  
25

1 speaking consumers in the area being served, the CONTRACTOR shall ensure Spanish-speaking  
2 staff is present in both the PHF and the CSU at all times.

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

6 PATIENT FINANCIAL INFORMATION AND BILLING (When Applicable):

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

19 PATIENTS RIGHTS

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

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

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

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

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

12 The CONTRACTOR is responsible for providing an independent Certification Review Hearing  
13 Officer in accordance with Welfare & Institutions Code 5256.1 that is not an employee of the  
14 county mental health program or of any facility designated by the county and approved by the  
15 State as a facility for 72-hour treatment and evaluation.

16 CONTRACTOR is responsible for providing a room in the facility which assures privacy for  
17 5250 Certification Review hearings.

18 CONTRACTOR is responsible for providing interpreters to be present at the advocate's  
19 interview with the patient and at the Certification Review hearings for non-English speaking and  
20 hearing impaired patients.

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

23 Patient's Rights; Seclusion and Restraint; Denial and Restoration of Patients Rights; Reporting  
24 of Denial of Patients Rights; ECT; Certification Review Hearing; Informed Consent for  
25

1 Psychotropic Medication; Smoking; Consensual Sex; Advance Directives; Complaints and  
2 Release of Information, HIPAA and Confidentiality Compliance.

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

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

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

10 MEAL PREPARATION

11 The Food Service Department will provide food of the quality and quantity to meet each  
12 consumer's needs in accord with the physician's orders, and to meet recommended daily dietary  
13 allowances. These nutritionally complete meals shall be served daily, with no more than a 14-  
14 hour span between the last meal of the day and the first meal of the following day. Between-meal  
15 feeding shall be provided as required and late evening nourishment shall be offered to all  
16 residents unless contraindicated. Consumer food preferences shall be taken into consideration.

17 When religious or cultural restrictions are present, alternative meals will be prepared (e.g. kosher  
18 style, vegetarian, etc.) Menus shall be planned with consideration for cultural background and  
19 food habits of all consumers. All food groups shall be represented and condiments shall be  
20 available at all meals unless contraindicated. Regular and therapeutic diet menus shall be  
21 prepared in consultation with a registered dietician. Food shall be served attractively, at  
22 appropriate temperature, with appropriate eating utensils in a community environment where  
23 nutritive values, flavor and appearance are conserved.  
24

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

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

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

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

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

#### 16 DOCUMENTATION OF SERVICES

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

#### 21 QUALITY IMPROVEMENT

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

##### 24 1. Medication Monitoring

25 To be completed by the CONTRACTOR

1 2. Peer Review

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

4 3. Utilization Review, including Appeal Review:

5 PHF and CSU - will be conducted by the COUNTY

6 4. Adverse Incident Reporting

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

- 15 a. Physical injury to any consumer or clinic visitor requiring medical attention.
- 16 b. Suicide or suicide attempts
- 17 c. Homicide.
- 18 d. Significant injury caused by physical assault/battery by consumer upon another.
- 19 e. Significant injury caused by physical assaults on consumers, or visitors.
- 20 f. Significant injury to consumer while at the program.
- 21 g. Death of consumer.
- 22 h. State Licensing Reports
- 23 i. AWOL incidents
- 24 j. Major damage to COUNTY property

1 k. CONTRACTOR'S errors that result in failure of the CONTRACTOR to meet legal  
2 requirements to maintain a consumer's involuntary detention.

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

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

15 CONSUMER AND FAMILY EMPOWERMENT AND RECOVERY:

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

- 22 1. Consumer Empowerment and Recovery - The philosophy of consumer recovery entails a  
23 cooperative relationship between consumer and staff with the treatment program focused  
24 on assisting consumers to develop their own choices, goals and outcomes. This differs  
25

1 from treatment goals developed by staff and imposed on consumers. This approach  
2 motivates consumers to take responsibility for their lives and leads to improved quality of  
3 life outcomes.

- 4 2. Family Empowerment and Recovery - Involvement of family and significant others is a  
5 crucial in consumers accomplishing their long and short-term goals. The  
6 CONTRACTOR will involve the consumer's family and significant others in the services  
7 whenever possible and clinically indicated. All consumers and conservators will be  
8 encouraged to sign a release of information for family/significant other/support person  
9 contact upon admission. The medical record shall reflect inclusion of family members in  
10 the recovery process to the fullest extent possible and appropriate.

11  
12 PROGRAM MONITORING

13 The COUNTY will provide an onsite Program Monitor under the direction of the RCDMH  
14 Desert Regional Administrator. The Program Monitor will be responsible for monitoring  
15 contractual compliance, serving as a liaison between the CONTRACTOR and the COUNTY,  
16 providing consultation, education and information to the CONTRACTOR and assisting the  
17 CONTRACTOR as directed.

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

20 COUNTY CASE MANAGEMENT SERVICES:

21 The COUNTY will assign regional program staff to provide PHF discharge planning, case  
22 management, act as the liaison between outpatient services and the CONTRACTOR and to assist  
23 the CONTRACTOR with individual consumer needs. Case manager(s) will attend and  
24 participate in treatment planning meetings. Issues and concerns identified by COUNTY case  
25



1 managers regarding CONTRACTOR performance will be brought to the Program Monitor for  
2 resolution.

3 COUNTY case managers will determine regional assignment, identify any consumer who is an  
4 out of county resident, and will be responsible for determining all consumers' current addresses.

5 CONTRACTOR will be responsible for updating consumer addresses within 24 hours of being  
6 notified by COUNTY case manager of a change in consumer address.

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

#### 9 ANNUAL CONTRACT MONITORING FOR COMPLIANCE:

10 The COUNTY shall perform formal Agreement monitoring at least annually. The monitoring  
11 will include all clinical, fiscal and administrative components. RCDMH will utilize the "Program  
12 Monitoring Team Manual" (PMT) as a tool to monitor the services provided by the  
13 CONTRACTOR.

#### 14 DISASTER PREPAREDNESS AND RESPONSE

15 CONTRACTOR shall develop and update contingency plans to continue the delivery of services  
16 in the event of a man made or natural disaster. In the event that an emergency is declared within  
17 Riverside County as a result of a disaster, the CONTRACTOR agrees to cooperate with the  
18 COUNTY in the implementation of the Mental Health Services Disaster Preparedness Plan.  
19 The CONTRACTOR will conduct joint disaster and emergency response planning with  
20 COUNTY regional staff, and shall invite participation by COUNTY staff who works on site at  
21 Oasis MH facility in CONTRACTOR'S fire and disaster drills. At a minimum, CONTRACTOR  
22 will insure there is sufficient food and water for both staff and consumers for a minimum of four  
23 days.

#### 24 CONFLICT OF INTEREST

1 CONTRACTOR and its employees shall avoid fiduciary conflict of interest in discharge  
2 recommendations. CONTRACTOR and its employees shall avoid fiduciary conflict of interest  
3 in admission and discharge recommendations, and will comply with conflict-of-interest oversight  
4 as determined by the COUNTY.

#### 5 INDEPENDENT PROVIDERS

6 All services appropriate for assessment, treatment and proper discharge of the consumer are  
7 included under this Agreement. Individual providers who are not employees of the facility may  
8 bill fees, as appropriate, to third party payers for services rendered to consumers certified under  
9 this Agreement.

#### 10 LEASE PAYMENTS

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

#### 14 MANAGEMENT INFORMATION SYSTEM

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

22 CONTRACTOR is responsible for accuracy and self-monitoring using ELMR reporting tools.  
23 The COUNTY requires accurate, complete and timely entry of all data as a condition of the  
24  
25

1 Agreement. CONTRACTOR is responsible for accuracy and self-monitoring using ELMR  
2 reporting tools.

3 SERVICES PROVIDED BY COUNTY

4 COUNTY shall provide:

- 5 1. Training and orientation regarding COUNTY expectations
- 6 2. Provide monitoring and evaluation of program operation
- 7 3. Transportation from COUNTY facilities to CONTRACTOR facility
- 8 4. Cost of ambulance for medical emergencies; and transfer from CSU to  
9 other inpatient facilities.
- 10 5. Utilization review as described in Quality Improvement section

11 OTHER SERVICES PROVIDED BY THE CONTRACTOR

12 The CONTRACTOR shall provide:

- 13 - Food services for consumers as ordered by CONTRACTOR staff.
- 14 - Housekeeping services, including linen and supplies
- 15 - Disposal of biohazardous waste.

16 AGREEMENT OUTCOME MEASURES:

17 Program outcome measures will exist for each program unit.

18 CONTRACTOR REPORTING REQUIREMENTS:

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

21 <b>REPORT</b>	<b>FREQUENCY</b>	<b>SUBMIT TO</b>
22 <b>INVOICING</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
23 <b>STAFF ROSTER</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
24 <b>STAFF WORK</b>	<b>MONTHLY</b>	<b>Program Monitor</b>

1	<b>SCHEDULE (by name, job class, shift, and facility, CSU &amp; PHF)</b>		
2			
3			
4	<b>MD Hours Worked (including name, start and stop times worked &amp; number of hours worked per day at each facility, PHF and CSU)</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
5			
6			
7	<b>PERSONNEL TRANSACTIONS (Staff hired, terminated and current vacancies).</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
8			
9			
10	<b>ORGANIZATIONAL CHART</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
11			
12	<b>TRAINING CALENDAR &amp; ATTENDANCE SIGN-IN SHEETS</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
13			
14	<b>FOOD SERVICE INSPECTIONS</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
15			
16	<b>MEDS MONITORING</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
17	<b>PEER REVIEW</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
18	<b>EQUIPMENT INVENTORY</b>	<b>QUARTERLY</b>	<b>Program Monitor</b>
19	<b>ADVERSE INCIDENTS</b>	<b>VERBAL, WITHIN 1 HR. WRITTEN, WITHIN 48 HRS.</b>	<b>Program Monitor</b>
20	<b>PATIENT ABUSE INCIDENT</b>	<b>VERBAL- WITHIN 1 HR. WRITTEN WITHIN 48 HRS.</b>	<b>Program Monitor and Patients Rights Office</b>
21			
22	<b>LENGTH OF STAY CSU/PHF</b>	<b>Monthly</b>	<b>Program Monitor</b>
23			
24	<b>CSU STAYS OVER 24</b>	<b>Monthly</b>	<b>Program Monitor</b>

25

<b>HOURS</b>		
<b>CONSUMER DISPOSITION AT DISCHARGE</b>	Monthly	Program Monitor
<b>INSUFFICIENT STAFFING (all staffing requirements)</b>	Within 48 hours, and summarized monthly	Program Monitor
<b>Summary of all drug testing results (CSU).</b>	Monthly	Program Monitor

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

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.

- 1 • Obtain from each consumer admitted any insurance/financial data as requested by the  
2 COUNTY.

3  
4 TREATMENT PLANNING

5 The interdisciplinary master treatment plan shall be individualized to the consumer and include  
6 long term goals, and short term goals that are clear, realistic, specific and measurable. The plan  
7 shall also include specific staff interventions and methods of achieving the goals including  
8 treatment modalities, medications, etc. Diagnosis, medical necessity criteria on admission, high  
9 risk behaviors and tentative discharge plan will be documented on the interdisciplinary treatment  
10 plan. Cultural competency considerations shall be documented in the treatment plan. The  
11 consumer will review and sign the interdisciplinary treatment plan and be given a copy. The  
12 interdisciplinary treatment plan will substantiate all persons involved in developing the  
13 interdisciplinary treatment plan including the consumer, family, case manager, conservator and  
14 PHF staff.

15 The interdisciplinary treatment plan will be formulated with PHF staff including a psychiatrist,  
16 registered nurse, social services staff and rehabilitation therapist.

17 The interdisciplinary treatment plan shall be reviewed daily in treatment team meetings and  
18 updated in writing as needed, but at least weekly. Consumer's participation in treatment  
19 modalities as outlined in the interdisciplinary treatment plan shall be clearly documented in the  
20 record. The interdisciplinary treatment plan will reflect the input of the consumer's  
21 family/support persons whenever feasible.

22 5150/5250 DESIGNATION

23 The CONTRACTOR will apply to the COUNTY for LPS designation of the PHF for involuntary  
24 treatment of individuals pursuant to W & I Code Sections 5150 and 5250. The County will  
25 notify the State of their recommended approval of the designation. The CONTRACTOR shall  
maintain the ability to receive, hold and treat involuntary admissions at all times pursuant to



1 State approved designation. Appropriate documentation shall be maintained pursuant to all legal  
2 statutes including Department of Justice Firearms notification, hearings, etc. and will be  
3 incorporated into the medical record.

#### 4 PHF SERVICES

##### 5 Medical

6 Completion of the medical history and physical exam of each consumer within 24 hours of  
7 admission by the attending physician. A physician shall be responsible for physical health  
8 treatment of physical health issues. The CONTRACTOR's physician will coordinate any  
9 medical care with current outpatient medical care the consumer has been receiving and may  
10 recommend medical follow up care as appropriate for individual consumers.

##### 11 Psychiatry

12 The PHF psychiatrist shall be responsible for all care and treatment upon admission.

13 There will be a legible psychiatrist progress note each time the consumer is seen but at least daily  
14 (seven days/week) reflecting a face to face contact with the consumer. The psychiatrist note will  
15 describe medication employed to ameliorate the medical, psychiatric or behavioral symptoms  
16 including the side effects, response to the medication and medical necessity for continued  
17 treatment. The absence or discontinuation of medication will be documented in the  
18 psychiatrist's progress note, including rationale for not providing medication.

19 In the event medication is not included in the treatment milieu, ongoing monitoring for the need  
20 for psychopharmacology intervention shall be included in the interdisciplinary treatment plan.

21 The psychiatrist will request a Riese hearing to administer medication involuntarily on the third  
22 day of irrational refusal by a consumer to take medication as ordered; or be discharged as no  
23 longer meeting criteria for locked involuntary treatment.

1 Social Service

2 The PHF social services staff shall enter a daily note daily (seven days a week) reflecting a face-  
3 to-face consumer contact. Notes will also document all collateral contacts with family, agencies  
4 and others contacted on the consumer's behalf. Individual, group and family therapy or  
5 counseling will be provided as needed by a Qualified Mental Health Professional within their  
6 scope of practice.

6 Nursing

7 Nursing shall enter a note summarizing consumer activity that occurred during the shift. Charting  
8 should be present at least once each shift and whenever significant events occur. The nursing  
9 note will reflect the consumer's current status, functioning, response to treatment, medical  
10 necessity criteria, and their intervention. Registered Nurses and Licensed Vocational Nurses or  
11 Licensed Psychiatric Technicians shall administer medication as prescribed and complete all  
12 documentation regarding medication.

13 Treatment Program

14 A structured schedule of activities and groups will be maintained daily, during both day and  
15 evening shifts including weekends. The consumer will be incorporated into the intensive  
16 treatment program immediately upon admission and assisted into attending groups. A variety of  
17 individual, group and therapeutic milieu activities will be provided within a highly structured  
18 schedule. The treatment program will be designed to address major presenting psychiatric  
19 problems, facilitate rapid stabilization of mental status and functioning and increase reality  
20 contact, leading to an ability to return to a lower level of care. This highly structured schedule  
21 will be individually planned in order to provide pertinent treatment based on each consumer's  
22 needs, strengths, functioning level and discharge plan. It is expected that all consumers will  
23 complete Activities of Daily Living (ADL's), dress in street clothes and participate in all  
24 activities.

1  
2 STAFFING REQUIREMENTS ON THE PHF:

3 Psychiatrist:

4 A psychiatrist will be on-site at the PHF seven days a week, a minimum of 30 minutes per client  
5 (e.g., 8 hours/day if the PHF is fully occupied with 16 residents). Any failure to meet this  
6 staffing requirement will be documented as a "critical incident" and the COUNTY will be  
7 notified within 48 hours, using a reporting protocol approved by the COUNTY.

8 LCSW:

9 CONTRACTOR will staff the PHF Social Services to insure a minimum of 8 hours a day of  
10 LCSW staffing seven days a week. Additional social service staffing may include staff who are  
11 either licensed or have Associate status with the CA Board of Behavioral Sciences.

12 Nursing:

13 Nurse staffing will meet all regulatory requirements of Title 22, PHF regulations, and the 5150  
14 requirements of the COUNTY.

15 Rehabilitation Services

16 Rehabilitation staffing on the PHF unit shall comply with Title 22 requirements and the RCDMH  
17 Policy No. 140, and CONTRACTOR shall use any combination of staffing that does so and is  
18 approved by the State, Licensing and Certification Section.

19  
20 FAMILY INVOLVEMENT

21 The PHF staff shall obtain a signed consent to release of information from the consumer to  
22 contact family/significant others at the time of admission whenever possible. Social Service staff  
23 shall contact the family within 24 hours of admission. If the consumer refuses to consent to  
24 family contact, they will be asked daily throughout their stay and the outcome of these efforts  
25 will be documented in the record. Every attempt will be made to involve the family in

1 treatment/discharge planning. All contact with family/significant others will be documented in  
2 the chart.

### 3 DISCHARGE PLANNING

4 Discharge planning shall be an integral part of the consumer's treatment program. Beginning at  
5 the time of admission and throughout the course of treatment, discharge planning is addressed  
6 jointly by the COUNTY, CONTRACTOR and the treatment team. Readiness for discharge will  
7 be assessed on an ongoing basis with the goal of discharge to a lower level of care as soon as  
8 possible.

9 The CONTRACTOR will be responsible for preparing the consumer and family for discharge,  
10 and assisting the COUNTY with discharge planning.

11 The CONTRACTOR staff are responsible for making all post-discharge medical appointments  
12 and medical follow up for consumers being discharged to independent living (non-placement).

13 The CONTRACTOR shall arrange transfer, placement and follow up for out of county  
14 consumers. The cost for the out of county transfers will be assumed by the CONTRACTOR.

15 Out of County residents will be referred back to their county or state of residence.

16 COUNTY staff will be responsible for placement and follow-up for Riverside County  
17 consumers.

18 COUNTY case management staff will provide CONTRACTOR staff with an initial discharge  
19 plan and daily updates regarding discharge plan development and family/significant other  
20 contacts which CONTRACTOR social service staff will document in the medical record.

21 In situations where the consumer is admitted and discharged without COUNTY contact and plan,

22 The CONTRACTOR shall provide a copy of the Aftercare and discharge paperwork to the  
23 COUNTY case manager upon their return with a full explanation of situation.  
24  
25

1 Upon discharge a comprehensive legible discharge summary signed by the psychiatrist shall be  
2 sent within 14 days, along with pertinent medical records, to the COUNTY office providing  
3 follow up or case management services. The discharge summary shall include:

- 4 a. Physical assessment
- 5 b. Psychiatric assessment
- 6 c. Psychological assessment (if available)
- 7 d. Length of stay
- 8 e. Course of treatment and treatment provided
- 9 f. Response to treatment
- 10 g. Status of treatment plan objectives at discharge
- 11 h. Mental status at discharge
- 12 i. Final DSM IV diagnosis (5 axis)
- 13 j. Admission and discharge GAF
- 14 k. Medications
- 15 l. Discharge plan, inclusive of family participation and support

16 All discharges will be planned in advance and with full approval of the COUNTY. Every effort  
17 will be made to avoid precipitous discharges. The CONTRACTOR shall maintain policies and  
18 procedures approved by RCDMH Director or his designee, in regard to AMA (Against Medical  
19 Advice) and AWOL (Absent Without Leave) discharges. For unplanned discharges, the  
20 CONTRACTOR will be responsible for referring the consumer to appropriate mental health  
21 services and providing information and aftercare plans to placement facilities, the family or other  
22 providers.

1 CONSUMER OUTCOME MEASURES

- 2 1. Fewer than 10% of all PHF discharges will be re-hospitalized at the acute level of care  
3 within 30 days of discharge from the PHF. The CONTRACTOR shall prepare a quarterly  
4 report utilizing ELMR data to show incidence of re-hospitalization at Riverside County  
5 5150 designated inpatient facilities (PHF, ITF, or County-contracted inpatient facilities).
- 6 2. Maintain the number of unauthorized bed days (due to lack of medical necessity for  
7 inpatient care) to less than twenty (20) per month.
- 8 3. Maintain an average length of stay (ALOS) on the PHF that is equal to or less than the  
9 ALOS for the PHF during the previous fiscal year; and maintain at least an average daily  
10 census of 13.0 consumers.
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1 **CRISIS STABILIZATION UNITS (CSU)**

2 TARGET POPULATION

3 The CSU emergency service treats consumers who are in need of urgent psychiatric services  
4 making them at risk for hospitalization. Referrals are typically made from local emergency  
5 departments of acute medical hospitals; 5150 designated facilities; psychiatric hospitals; law  
6 enforcement agencies; outpatient mental health services; Indio County Jail (Sheriff's  
7 Department); and self referrals.

8 All consumers who present at the door will be assessed and triaged, and contact with the  
9 consumer and their disposition will be documented. No consumer reporting a psychiatric crisis  
10 will be referred away from CSU prior to assessment.

11 TREATMENT PHILOSOPHY AND PLANNING

12 The Crisis Stabilization Units (CSU) is committed to providing immediate, quality crisis  
13 stabilization services for consumers with a full range of behavioral and psychiatric emergencies  
14 who require high levels of supervision in a supportive, locked milieu. Professional staff will be  
15 trained to safely and legally contain consumers who may lack the capacity for informed consent  
16 or decision making. The main mission of the CSU is to facilitate the rapid resolution of crisis,  
17 and the appropriate disposition and referral to community services. Secondarily, CSU will  
18 arrange psychiatric hospitalization in situations where no community alternative exists. The  
19 hospitalization of consumers will always be considered the treatment of last resort.  
20

1 STAFFING:

2 The CSU will be staffed a minimum of 3 licensed staff on all shifts, allowing for a maximum  
3 occupancy of 12 consumers at any one time. The CSU MD will be on-site a minimum of 12  
4 hours/day, seven days a week. A licensed LCSW or LMFT, or unlicensed MSW/MFT registered  
5 associate of the Board of Behavioral Sciences, will be present a minimum of 8 hours a day,  
6 seven days a week. Any failure to meet these staffing requirements will be documented as a  
7 “critical incident” and the COUNTY will be notified within 48 hours, using a reporting protocol  
8 approved by the COUNTY.  
9

10 ADMISSION HOURS AND PROCESS

11 CSU shall be available to accept admission of adults and youth 24 hours per day, 7 days per  
12 week. Consumers may be admitted voluntarily if they are capable of giving informed consent to  
13 treatment and present with a significant psychiatric crisis. Individuals are admitted involuntarily  
14 only if they manifest a danger to others, are seriously suicidal, or cannot provide for their basic  
15 life needs (including food, clothing or shelter), and these problems result from a mental disorder,  
16 as documented on the 5150 hold.  
17

18 Regarding referrals from local emergency departments or other agencies, the charge nurse  
19 receives the referring party’s communication, contacts the psychiatrist on duty for admission  
20 clearance and orders; or admits according to psychiatric and medical protocols pre-approved by  
21 CSU Medical Director and the COUNTY. The charge nurse or designee will make a decision to  
22 accept or deny a referral within one hour of the initial referral.  
23

24 The nurse greets the consumer upon arrival, and advises them of their rights, and completes the  
25



1 admission process, documenting all pertinent information, and obtaining patient's signature on  
2 all forms.

3 A basic medical evaluation will be conducted by nursing staff at time of initial assessment,  
4 including a brief medical history and taking vitals. Additional medical evaluation can be  
5 performed as needed by the treating psychiatrist, or by the facility's on-call internist. Consumers  
6 with medical problems requiring urgent diagnosis, assessment or treatment beyond routine  
7 outpatient care which will be provided following discharge from the CSU will be sent to a local  
8 emergency department of an acute medical hospital.

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11 CONSUMER ASSESSMENT AND TREATMENT FOLLOWING ADMISSION:

12 Following admission, the CONTRACTOR shall provide the following services:

- 13 • Nursing staff shall complete an admission agreement ; complete all admission paperwork;  
14 complete the Patients Rights advisement; notify the consumer of their legal status and  
15 financial obligation; complete a personal property inventory and appropriately secure the  
16 consumer's belongings; orient the consumer to the rules, regulations, personnel and  
17 environment of the unit; notify the family/guardian/ conservator of the consumer's arrival on  
18 the unit, and obtain consumer's signed consent to speak with the family/significant others.
- 19 • If applicable, a copy of the 5150 paperwork and/or LPS conservatorship court appointment  
20 documents (either public or private) shall be obtained upon admission and conservator  
21 consent for treatment and release of information shall be obtained in lieu of consumer  
22 consent.  
23

- 1 • The psychiatrist will complete their psychiatric assessment of the consumer in a timely  
2 manner to insure that the consumer can be discharged to the community, or admitted to an  
3 inpatient facility, within 24 hours of being admitted to the CSU.
- 4 • The Master's level clinician (MSW/MFT/LCSW/LMFT) will conduct individual, group,  
5 and/or therapy; assess the consumer's strengths and resources; contact the consumer's  
6 caretakers, family, probation officer, child welfare worker, outpatient treatment staff, etc.,  
7 with the intent of doing whatever is needed to assist the consumer's return to the community  
8 and avoid unnecessary hospitalization.
- 9 • The treatment plan and all interdisciplinary assessments shall be completed and present in the  
10 chart.
- 11 • Obtain from each consumer admitted any insurance/financial data as required for billing for  
12 services.  
13

14 The range of services provided by CSU interdisciplinary staff includes:

- 15 a. Psychiatric evaluation and diagnostic services;
- 16 b. Psychosocial assessment and crisis intervention to optimize the ability of the  
17 consumer to return to the community and avoid hospitalization whenever  
18 possible;
- 19 c. Evaluation of medical/physical healthcare problems, and identify outpatient  
20 treatment options for same;
- 21 d. Medication therapy;
- 22 e. Discharge planning, including assertive efforts to link the consumer back to their  
23 family, friends, other care providers, and outpatient treatment resources.  
24

1 The interdisciplinary treatment team works with consumers to reduce the acute nature of the  
2 disorder as quickly as possible in order to return or refer the consumer to a less intensive level of  
3 care, and avoid hospitalization whenever possible.

4  
5 CHILD/ADOESCENT SERVICES

6 Minors are defined as persons aged 17 and under, who have not been legally emancipated either  
7 through a legal marriage, or by court action. Minors will be treated in the CSU either  
8 voluntarily, as admitted by their parent or legal guardian; or involuntarily, as documented by a  
9 5150/4011.6 hold. The treatment standards of care, and patient's rights, are the same as adults,  
10 unless as noted in policies of the CSU or as specified by law.

11  
12 FAMILY INVOLVEMENT

13 The CSU staff shall obtain a signed consent to release of information from the consumer to  
14 contact family/significant others at the time of admission whenever possible. Every attempt will  
15 be made to involve the family in treatment/discharge planning. All contact with  
16 family/significant others will be documented in the chart; this is especially important in the  
17 treatment of children and teens ages 17 and younger. CSU staff will also make every effort to  
18 contact and involve a youth's child welfare worker, probation officer, or other legally involved  
19 persons or caregivers (foster parents, etc.).  
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1 CONSUMER CARE

2 The CONTRACTOR agrees to provide consumer accommodations necessary for the care of  
3 consumers suffering from mental disorders, including meals, services of a dietician and general  
4 nursing, social and psychological services and psychiatric services.

5 This shall include:

- 6 a) Assessment of the consumer by a licensed/waivered staff person to include presenting  
7 problem, MSE (mental status exam), imminent risk (danger to self, danger to others,  
8 and/or grave disability) psychiatric history, and basic medical clearance.
- 9 b) Efforts to contact consumer's support system and any current outpatient mental health  
10 treatment providers. All treatment will be coordinated with the current psychiatric  
11 care the consumer may be receiving on an outpatient basis whenever possible.  
12 Collaboration between outpatient and CSU shall be documented in the CSU record.
- 13 c) Medication Services on the CSU: Medication will be prescribed in accordance with  
14 "RCDMH Medication Guidelines". Medi-Cal beneficiaries will be prescribed  
15 medication consistent with the Medi-Cal formulary. Uninsured consumers will be  
16 prescribed medication that they can afford to acquire following discharge. All other  
17 consumers will be prescribed medication included on their health insurance  
18 formulary. All consumers who are prescribed medication will receive medication  
19 education provided by an M.D. or licensed nursing personnel prior to discharge from  
20 the facility to the community.
- 21 d) Arrangements for medical care when medically necessary, including the following:
  - 22 - Clinical laboratory services- upon admission as ordered by the psychiatrist or other  
23 physician.
  - 24 - On-site drug screens will be conducted on all consumers upon admission, unless the  
25 consumer has had a drug screen done at a referring acute facility, and the results are  
available to the CSU staff prior to the consumer's discharge from CSU. The results of

1 the drug screen will recorded in the CSU chart, and provided to either the inpatient or  
2 outpatient treatment provider, at the time of discharge or transfer from CSU.

3 - Radiology services, as required by the treating physician.

4 - Other medical testing as required by the treating physician, to identify urgent medical  
5 conditions, and determine urgent medical clearance, including EKG, EEG AND EMG

6 -The program will have a written procedure allowing for access to immediate medical  
7 care, including proximity to a hospital and a contract or agreement with that facility.

### 8 DISCHARGE PLANNING

9 The CSU staff is responsible for discharge planning and referrals. County staff may be available  
10 to assist during regular business hours. The objective is to provide evaluation, stabilization and  
11 referral to meet the needs of the consumer and family as well as to take preventive measures to  
12 avoid the necessity for repeated crisis intervention and to allow the consumer and family to  
13 appropriately utilize community resources, and to live in the least restrictive setting.  
14

15 Those consumers deemed capable of transitioning to a lower level of care will be provided with  
16 discharge preparation and planning services. Prior to discharge the CSU staff will formulate a  
17 comprehensive discharge plan which will be placed in the patient's medical record. This should  
18 include housing, psychiatric and medical treatment, and support planning for successful  
19 transition to a lower level of care. All discharges shall have a discharge summary prepared by  
20 the licensed nurse. Consumers discharged from the CSU will be given a paper prescription for  
21 two weeks of psychotropic medication(s) upon discharge, as prescribed by the attending  
22 psychiatrist. Consumers referred to the Crisis Residential Treatment (CRT) facility will be given  
23 three days of medication. Unplanned discharges may occur as a result of medical acuity (in  
24  
25

1 which case consumers will be transferred to an acute medical facility); or because the consumer  
2 is absent without leave (AWOL) from facility; or because the consumer demands discharge  
3 against medical advice (AMA). An Incident Report will be completed for all AMA and AWOL  
4 discharges.

#### 5 TELEMEDICINE

6 The CONTRACTOR'S operational plan, policies and procedures for the use of telemedicine  
7 services must be submitted and approved by the COUNTY prior to telemedicine services being  
8 provided. CONTRACTOR must comply with all COUNTY policies and procedures relative to  
9 telemedicine.

#### 10 5150 DESIGNATION

11  
12 The CONTRACTOR will apply to the COUNTY for LPS designation of the CSU for  
13 involuntary treatment of individuals pursuant to W & I Code Sections 5150. The County will  
14 notify the State of their recommended approval of the designation. The CONTRACTOR shall  
15 maintain the ability to receive, hold and treat involuntary admissions at all times pursuant to  
16 State approved designation.

#### 17 CONSUMER OUTCOME MEASURES

18 The following measures will be reported monthly via the Monthly Report.

- 19 1. Consumer Length of Stay reported in hours
- 20 2. Number of Consumers retained over 24 hours
- 21 3. Consumer disposition at discharge
- 22 4. Number of shifts not operated at full capacity, and why.
- 23 5. Monthly summary of all drug testing results, in order to track how many consumers are  
24 positive for drug use; and which drugs are most likely to be abused.
- 25

EXHIBIT B - MENTAL HEALTH

LAWS, REGULATIONS AND POLICIES

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

FEDERAL

Americans with Disabilities Act – 1990 (42 U.S.C. §§ 12101 et seq.)

Title 42 of the Code of Federal Regulations

45 C.F.R Parts 160, 162 and 164

Drug-Free Workplace Act (DFWA) - 1990

HIPAA / HITECH Act - 2009

Labor Laws & Regulations (Labor and Workforce Development Agency)

National Voter Registration Act of 1993

Rehabilitation Act of 1973, § 504, Public Law 93-112

Title VI of the Civil Rights Act of 1964

42 U.S.C. §§ 1320d and 1320d-2

42 C.F.R. §438.608 (Program Integrity Requirements)

McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

45 C.F.R. § 205.50

STATE

Mental Health Services – Welfare and Institutions Code § 5000 to 5914

Business and Professions Code

1 Laura's Law – Assembly Bill 1367

2 The California Child Abuse and Neglect Reporting Act (CANRA) 2013

3 Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.

4 Title 2, C.C.R. §§ 7285 et seq. (General Terms and Conditions)

5 Senate Bill 35 (SB35), Chapter 505, Statutes of 2012

6 9 C.C.R. Division 1, Chapter 1, Subchapter 3, Article 3.5

7 Government Code § 12900 et seq.

8 Family Code, § 5200 (Child Support)

9 Government Code § 8350 et Seq. (Drug-Free Workplace Act of 1990)

10 Government Code § 26227 (Contracting with County)

11 Government Code § 8546.7 (Audits)

12 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)

13 Welfare & Institution Code §§ 14100.2, 14705 and 14725

14 Welfare & Institution Code §§ 18350 et seq.

15 State Department of Health Care Services Publications

16 9 C.C.R. Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental  
17 Services)

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

19 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

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

21 Centers for Medicare and Medicaid Services Manual

22 Family Code § 5200 (Child Support)

23 22 C.C.R. Division 6 (Social Security, Licensing of Community Care Facilities) Welfare &  
24 Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)

25 22 C.C.R. Divisions 3 and 5



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

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

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

4 22 C.C.R. § 70707

5 Government Code § 7550 (Reports)

6 9 C.C.R. § 640 (Records)

7 9. C.C.R. § 1810.226 (State Department of Mental Health Plan)

8 Welfare and Institutions Code § 14132.47

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10  
11 COUNTY

12 Department of Mental Health Policies

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

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

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

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

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

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

19 Cultural Competency Plan – Policy 162

20 Riverside County Mental Health Plan

21 Riverside County Mental Health Plan Provider Manual

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23  
24 Riverside County Mental Health “Psychotropic Medication Protocols for Children and  
25 Adolescents” Publication

26 Riverside County Mental Health “Medication Guidelines” Publication

27 County and Departmental policies, as applicable to this Agreement

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EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Telecare Corporation  
PROGRAM NAME: Desert PHF & CSU  
DEPARTMENT ID: 4100202294/83550/74700/530280

A. REIMBURSEMENT:

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

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

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

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

2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.
3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

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

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

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

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

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

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

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

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for FY 2015/2016 shall be \$7,632,944 subject  
3 to availability of applicable Federal, State, local and/or COUNTY funds.

4 C. BUDGET:

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

12 D. MEDI-CAL (M/C):

13 1. With respect to services provided to Medi-Cal beneficiaries,  
14 CONTRACTOR shall comply with applicable Medi-Cal cost containment  
15 principles where reimbursement is based on actual allowable cost,  
16 approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary  
17 charges (published rate), whichever rate is lower, as specified in Title 19  
18 of the Social Security Act, Title 22 of the California Code of Regulations  
19 and applicable policy letters issued by the State.

20 2. RCMAR is composed of Local Matching Funds and Federal Financial  
21 Participation (FFP).

22 E. LOCAL MATCH REQUIREMENTS:

23 CONTRACTOR is required to make quarterly estimated EPSDT local match  
24 payments to COUNTY based on 5% of the amount invoiced. Local match  
25 requirement is subject to annual settlement.

26 F. REVENUES:

27 As applicable:

28 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the  
Welfare & Institutions Code, and as further contained in the State  
Department of Health Care Services Revenue Manual, Section 1,  
CONTRACTOR shall collect revenues for the provision of the services

1 described pursuant to Exhibit A. Such revenues may include but are  
2 not limited to, fees for services, private contributions, grants or other  
3 funds. All revenues received by CONTRACTOR shall be reported in  
4 their annual Cost Report, and shall be used to offset gross cost.

- 5 2. CONTRACTOR shall be responsible for checking and confirming Medi-  
6 Cal eligibility for its patient(s)/client(s) prior to providing and billing for  
7 services in order to ensure proper billing of Medi-Cal.
- 8 3. Patient/client eligibility for reimbursement from Medi-Cal, Private  
9 Insurance, Medicare, or other third party benefits shall be determined  
10 by the CONTRACTOR at all times for billing or service purposes.  
11 CONTRACTOR shall pursue payment from all potential sources in  
12 sequential order, with Medi-Cal as payor of last resort.
- 13 4. CONTRACTOR shall notify COUNTY of patient/client private insurance,  
14 Medicare, or other third party benefits.
- 15 5. CONTRACTOR is to attempt to collect first from Medicare (if site is  
16 Medicare certified and if CONTRACTOR staff is enrolled in Medicare  
17 program), then insurance and then first party. In addition,  
18 CONTRACTOR is responsible for adhering to and complying with all  
19 applicable Federal, State and local Medi-Cal and Medicare laws and  
20 regulations as it relates to providing services to Medi-Cal and Medicare  
21 beneficiaries.
- 22 6. If a client has both Medicare or Insurance and Medi-Cal coverage, a  
23 copy of the Medicare or Insurance Explanation of Benefits (EOB) must  
24 be provided to the COUNTY within thirty (30) days of receipt of the EOB  
25 date.
- 26 7. CONTRACTOR is obligated to collect from the client any Medicare co-  
27 insurance and/or deductible if the site is Medicare certified or if provider  
28 site is in the process of becoming Medicare certified or if the provider is  
enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal  
Share of Cost amount(s) with the State. CONTRACTOR is obligated to  
attempt to collect the cleared Share of Cost amount(s) from the client.

1 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal  
2 Share of Cost(s) within seventy two (72) hours (excluding holidays) of  
3 the CONTRACTOR'S received notification from the State.  
4 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal  
5 Share of Cost documentation to fax number (951) 955-7361 OR to your  
6 organization's appropriate COUNTY Region or Program contact.  
7 Patients/clients with share of cost Medi-Cal shall be charged their  
8 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
9 clients will be responsible for any co-insurance and/or deductible for  
10 services rendered at Medicare certified sites.

- 11 8. All other clients will be subject to an annual sliding fee schedule by  
12 CONTRACTOR for services rendered, based on the patient's/client's  
13 ability to pay, not to exceed the CONTRACTOR'S actual charges for  
14 the services provided. In accordance with the State Department of  
15 Health Care Services Revenue Manual, CONTRACTOR shall not be  
16 penalized for non-collection of revenues provided that reasonable and  
17 diligent attempts are made by the CONTRACTOR to collect these  
18 revenues. Past due patient/client accounts may not be referred to  
19 private collection agencies. No patient/client shall be denied services  
20 due to inability to pay.
- 21 9. If and where applicable, CONTRACTOR shall submit to COUNTY, with  
22 signed Agreement, a copy of CONTRACTOR'S customary charges  
23 (published rates).
- 24 10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)  
25 above and beyond the contracted Schedule I rate, the CONTRACTOR  
26 must notify the COUNTY within each fiscal year Agreement period of  
27 performance.
- 28 11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
fees. Notification must be made within ten (10) days following any fee  
increase.

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G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30<sup>th</sup>). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.
3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30<sup>th</sup>). Approval shall not exceed the maximum obligation.



1 H. RECOGNITION OF FINANCIAL SUPPORT:

2 If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall  
3 indicate that funding for the program is provided in whole or in part by the  
4 COUNTY of Riverside Department of Mental Health.

5 I. PAYMENT:

- 6 1. Monthly reimbursements may be withheld and recouped at the discretion  
7 of the Director or its designee due to material Agreement non-  
8 compliance, including overpayments as well as adjustments or  
9 disallowances resulting from the COUNTY Contract Monitoring Team  
10 Review (CMT), COUNTY Program Monitoring, Federal or State Audit,  
11 and/or the Cost Report Reconciliation/Settlement process.
- 12 2. In addition, if the COUNTY determines that there is any portion (or all) of  
13 the CONTRACTOR invoice(s) that cannot be substantiated, verified or  
14 proven to be valid in any way for any fiscal year, then the COUNTY  
15 reserves the right to disallow payments to CONTRACTOR until proof of  
16 any items billed for is received, verified and approved by the COUNTY.
- 17 3. In addition to the annual CMT, Program Monitoring, and Cost Report  
18 Reconciliation/Settlement processes, the COUNTY reserves the right to  
19 perform impromptu CMTs without prior notice throughout the fiscal year  
20 in order to minimize and prevent COUNTY and CONTRACTOR loss and  
21 inaccurate billing/reports. The COUNTY, at its discretion, may withhold  
22 and/or offset invoices and/or monthly reimbursements to  
23 CONTRACTOR, at any time without prior notification to CONTRACTOR,  
24 for service deletes and denials that may occur in association with this  
25 Agreement. COUNTY shall notify CONTRACTOR of any such instances  
26 of services deletes and denials and subsequent withholds and/or  
27 reductions to CONTRACTOR invoices or monthly reimbursements.
- 28 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,  
CONTRACTOR shall be paid in arrears based upon either the actual  
units of service provided and entered into the COUNTY'S specified  
Electronic Management Information System (MIS), or on a one-twelfth

1 (1/12<sup>th</sup>) monthly basis, or based upon the actual cost invoice by  
2 expenditure category, as specified in Paragraph A-1 above.

- 3 a. CONTRACTOR will be responsible for entering all service related  
4 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)  
5 on a monthly basis and approving their services in the MIS for  
6 electronic batching (invoicing) and subsequent payment.
- 7 b. CONTRACTOR is required to enter all units of service into the  
8 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5<sup>th</sup>) calendar  
9 day following the date of service. Late entry of services into the  
10 COUNTY'S MIS may result in financial and/or service denials  
11 and/or disallowances to the CONTRACTOR.
- 12 c. CONTRACTOR must also submit to the COUNTY a signed  
13 Program Integrity Form (PIF) (attached as Exhibit C,  
14 Attachment A) signed by the Director or authorized designee of  
15 the CONTRACTOR organization. This form must be faxed and/or  
16 emailed (PDF format only) to the COUNTY at (951) 358-4792,  
17 and/or emailed to ELMR\_PIF@rcmhd.org. The CONTRACTOR  
18 PIF form must be received by the COUNTY via fax and/or email  
19 for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>)  
20 calendar day of the current month.
- 21 d. Services entered into the MIS more than 60 calendar days after  
22 the date of service without prior approval by the COUNTY may  
23 result in financial and/or service denials and/or disallowances to  
24 the CONTRACTOR.
- 25 e. In addition to entering all service related data into the COUNTY'S  
26 MIS and the submission of a signed Program Integrity Form (PIF),  
27 contracts reimbursed based on a Schedule K as specified in  
28 Paragraph A-1 above are required to submit a monthly invoice for  
the actual cost of services provided, per expenditure category, as  
identified on Schedule K.

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f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.

5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.

6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.

7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial

1 statement and applicable supporting documentation to reconcile to the  
2 Cost Report within one of the length of times as follows and as indicated  
3 below by an "X":

4 \_\_N/A\_\_ Thirty (30) calendar days following the end of each fiscal year  
5 (June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
6 whichever occurs first.

7 \_\_X\_\_ Forty-five (45) calendar days following the end of each fiscal  
8 year (June 30<sup>th</sup>), or the expiration or termination of the  
9 Agreement, whichever occurs first.

10 \_\_N/A\_\_ Seventy-Five (75) calendar days following the end of each fiscal  
11 year (June 30<sup>th</sup>), or the expiration or termination of the  
12 Agreement, whichever occurs first.

- 13 2. The Cost Report shall detail the actual cost of services provided. The  
14 Cost Report shall be provided in the format and on forms provided by the  
15 COUNTY.
- 16 3. CONTRACTOR shall follow all applicable Federal, State and local  
17 regulations and guidelines to formulate proper cost reports, including but  
18 not limited to OMB-circular A-122 and OMB-circular A-87.
- 19 4. It is mandatory that the CONTRACTOR send one representative to the  
20 COUNTY'S annual cost report training that covers the preparation of the  
21 year-end Cost Report. The COUNTY will notify CONTRACTOR of the  
22 date(s) and time(s) of the training. Annual attendance at the training is  
23 mandatory in order to ensure that the Cost Reports are completed  
24 appropriately. Failure to attend this training will result in delay of any  
25 reimbursements to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost  
27 Report has not been received within the specified length of time as  
28 indicated in Section I, paragraph 1 above. Future monthly  
reimbursements will be withheld if the Cost Report contains errors that  
are not corrected within ten (10) calendar days of written or verbal  
notification from the COUNTY. Failure to meet any pre-approved

1 deadlines or extensions will immediately result in the withholding of  
2 future monthly reimbursements.

3 6. The Cost Report shall serve as the basis for year-end settlement to  
4 CONTRACTOR including a reconciliation and adjustment of all  
5 payments made to CONTRACTOR and all revenue received by  
6 CONTRACTOR. Any payments made in excess of Cost Report  
7 settlement shall be repaid upon demand, or will be deducted from the  
8 next payment to CONTRACTOR.

9 7. All current and future payments to CONTRACTOR will be withheld by  
10 the COUNTY until all final, current and prior year Cost Report(s) have  
11 been reconciled, settled and signed by CONTRACTOR, and received  
12 and approved by the COUNTY.

13 8. CONTRACTOR shall report Actual Costs separately, if deemed  
14 applicable and as per CONTRACTOR'S Schedule I, to provide  
15 Agreement Client Ancillary Services, Prescriptions, Health Maintenance  
16 Costs, and Flexible funding costs under this Agreement on the annual  
17 cost report. Where deemed applicable, Actual Costs for Indirect  
18 Administrative Expenses shall not exceed the percentage of cost as  
19 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

20 K. BANKRUPTCY:

21 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall  
22 notify COUNTY'S Department of Mental Health's Fiscal Services Unit, in writing  
23 by certified letter with a courtesy copy to the Department of Mental Health's  
24 Program Support Unit. The CONTRACTOR shall submit a properly prepared  
25 Cost Report in accordance with requirements and deadlines set forth in Section  
26 I before final payment is made.

27 L. AUDITS:

28 a. CONTRACTOR agrees that any duly authorized representative of the  
Federal Government, the State or COUNTY shall have the right to  
audit, inspect, excerpt, copy or transcribe any pertinent records and

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documentation relating to this Agreement or previous Agreements in previous years.

- b. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
- c. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.
- d. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

1 M. TRAINING:

2 CONTRACTOR understands that as the COUNTY implements its current MIS  
3 to comply with Federal, State and/or local funding and service delivery  
4 requirements, CONTRACTOR will, therefore, be responsible for sending at  
5 least one representative to receive all applicable COUNTY training associated  
6 with, but not limited to, applicable service data entry, client registration, billing  
7 and invoicing (batching), and learning how to appropriately and successfully  
8 utilize and/or operate the current and/or upgraded MIS as specified for use by  
9 the COUNTY under this Agreement. The COUNTY will notify the  
10 CONTRACTOR when such training is required and available.

11 Rev. 15/16

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
FY 2015/2016**

CONTRACT PROVIDER NAME: **TELECARE CORPORATION**

FISCAL YEAR: 2015/2016

REGION	Desert		
MONTHLY REIMBURSEMENT	ACTUAL COST		
YEAR END SETTLEMENT	ACTUAL COST		
DEPT ID / PROGRAM:	4100202294-83550 PHF/74700 CSU		SYSTEM RU NUMBER: 33M7NA & 33NB01

SYSTEM RU #	33M7NA	33NB01	33NB01	33M7NA	33NB01	
TYPE OF MODALITY	CSU	PHF	PHF	CSU	PHF	
MODE OF SERVICE:	10	05	60			
SERVICE FUNCTION:	25	20	40			
COUNTY MAX ALLOWABLE RATE	\$94.54	\$830	N/A			
MEDI-CAL COST PER UNIT:	\$39.06	\$753.74	N/A			
INTERIM REIMBURSEMENT RATE	\$45.79	\$869.98	\$92.60			
NUMBER OF UNITS	71,745	4,517	4,517			
PROCEDURE CODE	208 & 209NB	151 & 153 & 154	190			
GROSS COST:	\$3,284,945	\$3,929,706	\$418,293			
OPERATING INCOME/PROFIT	\$162,605	\$194,520	\$20,706			\$377,831
START UP COST				\$0	\$0	\$0
MAXIMUM OBLIGATION	\$3,284,945	\$3,929,706	\$418,293	\$0	\$0	\$7,632,944
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE	181,500	224,206				\$405,706.00
C. OTHER, MISCELLANEOUS						
TOTAL CONTRACTORS REVENUES	\$181,500	\$224,206				\$405,706
COUNTY ESTIMATED FUNDING OBLIGATION	\$3,103,445	\$3,705,500	\$418,293	\$0	\$0	\$7,227,238
SOURCES OF FUNDING FOR MAX OBLIGATION						
A. MEDI-CAL/FFP	377,112	451,916				829,028
B. FEDERAL FUNDS						-
C. REALIGNMENT FUNDS		3,253,584	\$418,293			3,671,877
D. STATE GENERAL FUNDS						-
E. MHSA-CSS	\$2,726,333					2,726,333
TOTAL (Sources of Funding)	\$3,103,445	\$3,705,500	\$418,293	\$0	\$0	\$7,227,238

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

ADMINISTRATIVE SERVICES OFFICER SIGNATURE: \_\_\_\_\_



**SCHEDULE K  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: Telecare Corporation	FISCAL YEAR: 2015/16
PROGRAM NAME: Desert Region PHF and CSU	PERFORMANCE PERIOD: July 1, 2015 to June 30, 2016
REGION/POPULATION: Desert	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: 7,632,943	YEAR END SETTLEMENT: ACTUAL COST

DESERT REGION DEPT ID#4100202294	DESERT REGION DEPT ID#4100202294	TOTAL CONTRACT
33NB01	33M7NA	33NB01, 33M7NA
PHF	CSU	PHF, CSU
60	10	60,10
40	25	40,25
151,153,154	208, 209NB	151,153,154,208,209NB
<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL CONTRACT</b>
\$1,530,094	\$1,292,978	\$2,823,072
\$533,752	\$446,961	\$980,713
\$2,063,846	\$1,739,939	\$3,803,785
<b>2. Operating Expenditures</b>		
a. Professional Services	\$736,390	\$663,867
b. Translation and Interpreter Services	\$10,777	\$8,240
c. Travel and Transportation	\$9,235	\$13,210
d. General Office Expenditures	\$158,730	\$159,231
e. Board and Care Costs	\$418,293	\$0
e. Other Operating Expenses (provide description in budget narrative)	\$383,598	\$271,987
<b>Total Operating Expenditures</b>	<b>\$1,717,023</b>	<b>\$1,116,535</b>
<b>3. Indirect Administrative Expenses</b>		
a. Corporate Allocation	\$378,087	\$285,647
b. Operating Income	\$189,043	\$142,823
<b>Total Indirect Administrative Expenses</b>	<b>\$567,130</b>	<b>\$428,470</b>
<b>Total Program Budget</b>	<b>\$4,347,999</b>	<b>\$3,284,944</b>
Total Indirect Administrative Expenses % (Shall Not Exceed 15%)	13.04%	13.04%

FUNDING SOURCES DOCUMENT:

PREPARED BY:

ADMIN SVCS ANALYST SIGNATURE:

FISCAL ACCOUNTANT SIGNATURE:

CONTACT #:

DATE:

DATE:

*[Handwritten Signature]*

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6-1-15