

**XLVI. NOTICES**

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

**CONTRACTOR:**

**COUNTY:**

TELECARE CORPORATION  
1080 MARINA VILLAGE PARKWAY  
SUITE 100  
ALAMEDA, CA 94501

RIVERSIDE UNIVERSITY HEALTH  
SYSTEM - BEHAVIORAL HEALTH  
ATTN: PROGRAM SUPPORT  
P.O. BOX 7549  
RIVERSIDE, CA 92513-7549

**XLVII. MEETINGS**

As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to attend the mandatory all-provider meetings scheduled quarterly by the Behavioral Health Program Administrator or its designee. Decision making and/or and equivalent and appropriate level of CONTRACTOR'S personnel must attend these meetings. Decision making and/or equivalent and appropriate level personnel are defined by the COUNTY as Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time. CONTRACTOR failure to attend the mandatory meetings may influence future Agreement renewal.

**EXHIBIT A**

Telecare Corporation  
Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU), Indio, CA  
Fiscal Year 2020-2021

**PROVIDER NAME:** TELECARE CORPORATION  
**DEPT. ID/PROGRAM:** 4100202294/83550/74700/530280

**RUHS - BH MISSION STATEMENT**

Riverside University Health System – Behavioral Health (RUHS-BH – referred to as COUNTY) exists to provide effective, efficient, and culturally competent community-based services that enable severely mentally disabled adults and older adults, substance abusers, and individuals on conservatorship to achieve and maintain their optimal level of healthy personal and social functions.

**THE FACILITY**

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

1. A 24/7 psychiatric crisis stabilization/urgent care that is 5150 designated for involuntary mental health care;
2. A 16 bed unit that is 5150 designated for acute inpatient treatment, with its own nurse's station;
3. Offices assigned to County Outpatient services, staffed by COUNTY employees and fully separate from the services described and paid for under this Agreement.

**COUNTY PROVIDED EQUIPMENT, FURNISHINGS AND VEHICLES**

COUNTY provided equipment, furnishings and vehicles paid for by ancillary, start-up or flexible spending categories shall remain within the leased premises. All such equipment, furnishings and vehicles shall be labeled with a Mental Health tag number.

An inventory of equipment, furnishings and vehicles shall be updated by CONTRACTOR quarterly, as needed, to add or delete inventory items as required through the RUHS-BH contract for the provision of services with Telecare Corporation at 47-915 Oasis Street, Indio, California. Any such revised exhibits shall be forwarded to the RUHS-BH and attached to the contract for the provision of services.

CONTRACTOR, at its expense, shall be responsible for maintaining, registering and licensing said equipment, furnishings and vehicles in good working condition. Such equipment and furnishings shall remain the property of COUNTY, including all title, lienholder, and legal ownership rights.

Any new items added to the inventory quarterly shall be only purchased with the expressed written approval of the RUHS-BH Manager and must be an item essential or integral to the provision of services. All such new equipment, furnishing and vehicles shall be labeled with a Mental Health Tag Number and remain the property of COUNTY including all title and legal ownership rights.

CONTRACTOR will notify COUNTY if it wishes to dispose of any property. COUNTY shall then dispose of any equipment, furnishing and vehicles deemed by the RUHS-BH Regional Manager to be beyond economic repair.

## **SERVICES TO BE PROVIDED BY CONTRACTOR**

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

CONTRACTOR shall provide the following service programs:

1. **PSYCHIATRIC HEALTH FACILITY (PHF):** This is a 16 bed adult Psychiatric Health Facility with an intensive treatment program licensed by the California Department of Mental Health as an acute inpatient program, and designated by RUHS - BH as a 5150 facility providing involuntary psychiatric care.
2. **CRISIS STABILIZATION UNIT (CSU)** This Urgent Care service provides less than 24-hour care to consumers of all ages. This service either stabilizes consumers sufficiently to return them to the community; or admits them to an appropriate psychiatric inpatient facility, in less than 24 hours. Crisis Stabilization – Urgent Care is defined by the State Department of Mental Health Rehabilitation Option Manual as an “immediate face-to-face response lasting less than 24 hours, to or on behalf of an individual exhibiting acute psychiatric symptoms, provided in a 24-hour health facility as allowable under the facility licensure. The goal is to avoid the need for inpatient services by alleviating problems which, if not treated, present an imminent threat to the individual or other’s safety or substantially increase the risk of the individual becoming gravely disabled. Service activities include, but are not limited to assessment, evaluation, collateral contacts, medication support services, crisis intervention, and therapy.”

## **GENERAL SERVICES**

CONTRACTOR is to provide a caring, qualified staff, a pleasing environment and proven treatment programs. Since a single therapeutic approach does not work for everyone, program offerings are based on the needs of the consumers, including group, individual and family counseling, behavior modification, a variety of therapeutic and recreational activities and one to one staff to consumer interactions. The total therapeutic approach is solidly anchored in a well-supervised milieu. The goal of treatment is to place consumers in a less restrictive level of care at a lower cost as soon as the individual achieves an appropriate stability of psychiatric symptoms.

## **CONSUMER CARE**

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

## **MEDICAL CARE**

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

1. Clinical laboratory services- upon admission will include CBC, UA, RPR, SMA-20 PREGNANCY, lipid panel, and DRUG SCREEN. In addition, thyroid panels, medication levels and other tests as needed and necessary for psychiatric treatment are expected.
2. Radiology services as required for the treatment of the psychiatric condition or at the discretion of the treating physician.
3. Physical therapy as required for the diagnosis and/or treatment of the psychiatric condition.
4. Medical testing as required for the diagnosis and/or treatment of the psychiatric condition including EKG, EEG AND EMG.
5. Speech and Hearing evaluation, as required for the diagnosis/treatment of the psychiatric condition.
6. Psychological testing, when ordered by the Psychiatrist. Psychological testing will be conducted by a licensed psychologist.
7. Individual, group, and family therapy or counseling will be provided by professional and paraprofessionals within their specific scope of practice.

8. 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 "RUHS - BH Medication Guidelines". All consumers will receive on-going medication assessment and education provided by an- M.D., D.O, P.A 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 prescriber. 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; 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., D.O., Physician's Assistant or licensed nursing personnel prior to discharge from the facility to the community. Discharge medication may be withheld if the prescriber 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 consumers are discharged and agreeable to the discharging physician.

### **STAFFING**

At the minimum, the staffing level shall comply with minimum staffing requirements as defined by the licensing agency, the California Welfare and Institutions code and the California Code. The CONTRACTOR shall increase staffing levels above the minimum requirements, as needed to safely serve the needs of the target population.

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

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

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

A comprehensive nursing assessment will be completed at admission.

Licensed Nursing staff shall be responsible for the administration of medications as prescribed by the psychiatric prescriber and documentation of same.

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

Licensed nurses will be specifically trained to administer psychoactive medication through the use of medication tests and simulated practicum. Medications may be given either orally or by injection. Medication education will be considered a crucial aspect of medication dispensing. Should the administering nurse question a medication order, or the appropriateness of the medication, or observe any untoward effect of the prescribed medication, the nurse will notify the psychiatric prescriber or the Medical Director immediately, and before further administration of the medication.

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

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

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

### **PSYCHIATRIC SERVICES**

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

### **LEGAL PROCEEDINGS**

CONTRACTOR will provide psychiatric/staff testimony in all legal proceedings required for the institutionalization and treatment under the terms of this Agreement, including Reise hearings, ex-parte hearings, Writs, conservatorships and certifications. CONTRACTOR will provide transportation for clients to attend any of the above legal proceedings.

### **AFTERCARE INSTRUCTIONS**

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

1. Consumer name
2. Admission date
3. Discharge date and time
4. DSM IV diagnosis (5 axis), including substance abuse disorders that are evident
5. Medications (including quantity provided and explanation of dosage)
6. Nurse/M.D./Prescriber signature
7. Follow up appointments and referrals
8. Expected course of recovery

### **STAFF SUPERVISION AND TRAINING**

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

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

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

1. Assessment procedures
2. Risk management guidelines and community standards

3. Consumer registration and financial assessment procedures
4. Treatment interventions
5. Management of assaultive behavior
6. Denial of patients' rights
7. Family engagement
8. Discharge planning, information and referral resources, and transfer procedures
9. Documentation requirements

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

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

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

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

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

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

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

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

### **CULTURAL COMPETENCE**

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

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

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

### **PATIENT FINANCIAL INFORMATION AND BILLING (When Applicable)**

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

### **PATIENTS RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **MEAL PREPARATION**

CONTRACTOR will provide food of the quality and quantity to meet each consumer's needs in accord with the prescribers' orders, and to meet recommended daily dietary allowances. These nutritionally complete meals shall be served daily, with no more than a 14-hour span between the last meal of the day and the first meal of the following day. Between-meal feeding shall be provided as required and late evening nourishment shall be offered to all residents unless contraindicated. Consumer food preferences shall be taken into consideration. When religious or cultural restrictions are present, alternative meals will be prepared (e.g. kosher style, vegetarian, etc.) Menus shall be planned with consideration for cultural background and food habits of all consumers. All food groups shall be represented and condiments shall be available at all meals unless contraindicated. Regular and therapeutic diet menus shall be prepared in consultation with a registered dietician. Food shall be served attractively, at appropriate temperature, with appropriate eating utensils in a community environment where nutritive values, flavor and appearance are conserved.

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

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

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

Food service storage, preparation, cooking and cleaning areas and equipment shall comply with Federal, State and local public health and sanitation regulations and CONTRACTOR shall be responsible for meeting such regulations.

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

## **DOCUMENTATION OF SERVICES**

CONTRACTOR shall maintain appropriate records documenting all of the services provided to or on behalf of consumers. These records shall conform to the requirements of the licensing authority, the State and the RUHS-BH. Medical records will be stored and secured in a way that meets all regulatory requirements.

## **QUALITY IMPROVEMENT**

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

1. Medication Monitoring  
To be completed by CONTRACTOR
2. Peer Review  
To be conducted by CONTRACTOR for Psychiatrists on quarterly basis and submitted to COUNTY quarterly.
3. Utilization Review, including Appeal Review:  
PHF and CSU - will be conducted by COUNTY
4. Adverse Incident Reporting

CONTRACTOR shall comply with CA CC&R Title 9, Section 784.5 and Title 22 Section 77036 related to the reporting of unusual occurrences. Additionally, CONTRACTOR shall report to COUNTY any adverse incidents. An adverse incident is any event or situation, which in the mind of a reasonable person, jeopardizes or is reasonably considered to be physically or psychologically harmful to consumers, employees, or visitors. Incident Reports are confidential



communications and are, as a result, privileged information and need to be identified as such. Reportable adverse incidents include:

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

In addition to adverse incidents, CONTRACTOR will report to the Program Monitor high profile incidents that will likely result in inquiries to the RUHS-BH from the State, other County Agencies (Board of Supervisors, DPSS), the press or other community stakeholders.

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

### **CONSUMER AND FAMILY EMPOWERMENT AND RECOVERY**

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

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

### **PROGRAM MONITORING**

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

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

#### **COUNTY CASE MANAGEMENT SERVICES**

COUNTY will assign regional program staff to provide PHF discharge planning, case management, act as the liaison between outpatient services and CONTRACTOR and to assist CONTRACTOR with individual consumer needs. Case manager(s) will attend and participate in treatment planning meetings. Case manager(s) will provide copies of discharge planning documentation to CONTRACTOR staff for inclusion in medical records as appropriate. Issues and concerns identified by COUNTY case managers regarding CONTRACTOR performance will be brought to the Program Monitor for resolution.

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

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

#### **ANNUAL CONTRACT MONITORING FOR COMPLIANCE**

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

#### **DISASTER PREPAREDNESS AND RESPONSE**

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man made or natural disaster. In the event that an emergency is declared within Riverside County as a result of a disaster, CONTRACTOR agrees to cooperate with COUNTY in the implementation of the Mental Health Services Disaster Preparedness Plan.

CONTRACTOR will conduct joint disaster and emergency response planning with COUNTY regional staff, and shall invite participation by COUNTY staff who works on site at Oasis MH facility in CONTRACTOR'S fire and disaster drills. At a minimum, CONTRACTOR will insure there is sufficient food and water for both staff and consumers for a minimum of four days.

#### **CONFLICT OF INTEREST**

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

#### **INDEPENDENT PROVIDERS**

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

#### **LEASE PAYMENTS**

By the last day of each month, payment shall be submitted to the Riverside University Health System – Behavioral Health at 4095 County Circle Drive, Riverside, CA 92503, or another site as designated by COUNTY.

**MANAGEMENT INFORMATION SYSTEM**

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

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

COUNTY will provide CONTRACTOR access to all medical records for a period of time up to 10 years post client discharge, as required by law and regulation. Such a time frame will continue even if the contract should end.

**SERVICES PROVIDED BY COUNTY**

COUNTY shall provide:

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

**OTHER SERVICES PROVIDED BY CONTRACTOR**

CONTRACTOR shall provide:

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

**AGREEMENT OUTCOME MEASURES**

Program outcome measures will exist for each program unit.

**CONTRACTOR REPORTING REQUIREMENTS**

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

<b>REPORT</b>	<b>FREQUENCY</b>	<b>SUBMIT TO</b>
<b>INVOICING</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
<b>STAFF ROSTER</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
<b>STAFF WORK SCHEDULE (by name, job class, shift, and facility, CSU &amp; PHF)</b>	<b>MONTHLY</b>	<b>Program Monitor</b>
<b>MD Hours Worked (including name, start and stop times worked &amp; number of hours worked</b>	<b>MONTHLY</b>	<b>Program Monitor</b>

per day at each facility, PHF and CSU)		
PERSONNEL TRANSACTIONS (Staff hired, terminated and current vacancies).	MONTHLY	Program Monitor
ORGANIZATIONAL CHART	QUARTERLY	Program Monitor
TRAINING CALENDAR & ATTENDANCE SIGN-IN SHEETS	MONTHLY	Program Monitor
FOOD SERVICE INSPECTIONS	MONTHLY	Program Monitor
MEDS MONITORING	QUARTERLY	Program Monitor
PEER REVIEW	QUARTERLY	Program Monitor
EQUIPMENT INVENTORY	QUARTERLY	Program Monitor
ADVERSE INCIDENTS	VERBAL, WITHIN 1 HR. WRITTEN, WITHIN 48 HRS.	Program Monitor
PATIENT ABUSE INCIDENT	VERBAL- WITHIN 1 HR. WRITTEN WITHIN 48 HRS.	Program Monitor and Patients Rights Office
LENGTH OF STAY CSU/PHF	Monthly	Program Monitor
CSU STAYS OVER 24 HOURS	Monthly	Program Monitor
CONSUMER DISPOSITION AT DISCHARGE	Monthly	Program Monitor
INSUFFICIENT STAFFING (all staffing requirements)	Within 48 hours, and summarized monthly	Program Monitor
Summary of all drug testing results (CSU).	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.

## **PSYCHIATRIC HEALTH FACILITY (PHF)**

### **TARGET POPULATION**

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

### **TREATMENT PHILOSOPHY**

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

### **ADMISSION HOURS AND PROCESS**

The PHF shall be available to accept admissions 24 hours per day, 7 days per week. All admissions shall be screened and referred by the CSU and deemed appropriate for acute inpatient psychiatric care. CONTRACTOR will determine the acceptance or rejection of a referral for admission within one hour of receiving the referral. Persons eligible for admission are mentally disordered adults who shall have been found by the CSU to be a danger to self, a danger to others or gravely disabled. Admissions require an order for admission by CONTRACTOR's psychiatrist. The PHF charge nurse will receive the request to admit. The nurse shall immediately determine if capacity exists to accept the consumer and notify the CSU at the time of the call. The PHF MD may deny admission only when the PHF is at full capacity and no discharge can occur in a timely fashion; or if the consumer is not medically stable for treatment at the PHF level of care. If unusual circumstances justify the PHF MD to deny admitting a consumer to the PHF, the denial of admission must be communicated at the time of denial by voice mail message to the Program Monitor.

### **CONSUMER INTAKE, ASSESSMENT AND EVALUATION**

CONTRACTOR shall provide the following services:

1. Upon admission, nursing staff shall complete an admission agreement ; complete all admission paperwork; complete the Patients Rights advisement; notify the consumer of their legal status and financial obligation; complete a personal property inventory and appropriately secure the consumer's belongings; , orient the consumer to the rules, regulations, personnel and environment of the unit; notify the family/guardian/conservator of the consumers arrival on the unit, and obtain consumer's signed consent to speak with the family/significant others. All information shall be complete as soon as possible subsequent to admission.
2. If applicable, a copy of LPS conservatorship court appointment documents (either public or private) shall be obtained upon admission and conservator consent for treatment and release of information shall be obtained in lieu of consumer consent. At minimum, the facility will receive "permission to admit" and "permission to treat" from the consumer's conservator. An e-mail or verbal authorization from the conservator's office referring to the consumer by name and authorizing admission and treatment will be acceptable up to a maximum of ninety-six (96) hours after which time the hard copy paperwork shall have been received and entered into the patient's chart.
3. Within 72 hours, the signed interdisciplinary treatment plan and all assessments including food service and rehabilitation treatment shall be completed and present in the chart.
4. Obtain from each consumer admitted any insurance/financial data as requested by COUNTY.

## **TREATMENT PLANNING**

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

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

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

## **5150/5250 DESIGNATION**

CONTRACTOR will apply to COUNTY for LPS designation of the PHF for involuntary treatment of individuals pursuant to W & I Code Sections 5150 and 5250. COUNTY will notify the State of their recommended approval of the designation. CONTRACTOR shall maintain the ability to receive, hold and treat involuntary admissions at all times pursuant to State approved designation. Appropriate documentation shall be maintained pursuant to all legal statutes including Department of Justice Firearms notification, hearings, etc. and will be incorporated into the medical record.

## **PHF SERVICES**

### **Medical**

Completion of the medical history and physical exam of each consumer within 24 hours of admission by the attending physician. A physician or mid-level working under the supervision of a physician shall be responsible for physical health treatment of physical health issues. CONTRACTOR's physician will coordinate any medical care with current outpatient medical care the consumer has been receiving and may recommend medical follow up care as appropriate for individual consumers.

### **Psychiatry**

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

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

In the event medication is not included in the treatment milieu, ongoing monitoring for the need for psychopharmacology intervention shall be included in the interdisciplinary treatment plan. The psychiatrist will request a Riese hearing to administer medication involuntarily on the third day of irrational refusal by a consumer to take medication as ordered; or be discharged as no longer meeting criteria for locked involuntary treatment.

### **Social Service**

The PHF social services staff shall enter a daily note daily (seven days a week) reflecting a face-to-face consumer contact. Notes will also document all collateral contacts with family, agencies and others

contacted on the consumer's behalf. Individual, group and family therapy or counseling will be provided as needed by a Qualified Mental Health Professional within their scope of practice.

#### Nursing

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

#### Treatment Program

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

#### **STAFFING REQUIREMENTS ON THE PHF**

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

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

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

#### **REHABILITATION SERVICES**

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

#### **FAMILY INVOLVEMENT**

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

#### **DISCHARGE PLANNING**

Discharge planning shall be an integral part of the consumer's treatment program. Beginning at the time of admission and throughout the course of treatment, discharge planning is addressed jointly by

COUNTY, CONTRACTOR and the treatment team. Readiness for discharge will be assessed on an ongoing basis with the goal of discharge to a lower level of care as soon as possible.

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

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

CONTRACTOR shall arrange transfer, placement and follow up for out of county consumers. The cost for the out of county transfers will be assumed by CONTRACTOR. Out of County residents will be referred back to their county or state of residence.

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

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

In situations where the consumer is admitted and discharged without COUNTY contact and plan, CONTRACTOR shall provide a copy of the Aftercare and discharge paperwork to COUNTY case manager upon their return with a full explanation of situation.

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

1. Physical assessment
2. Psychiatric assessment
3. Psychological assessment (if available)
4. Length of stay
5. Course of treatment and treatment provided
6. Response to treatment
7. Status of treatment plan objectives at discharge
8. Mental status at discharge
9. Final DSM IV diagnosis (5 axis)
10. Admission and discharge GAF
11. Medications
12. Discharge plan, inclusive of family participation and support

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

### **CONSUMER OUTCOME MEASURES**

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



## **CRISIS STABILIZATION UNIT (CSU)**

### **TARGET POPULATION**

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

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

### **TREATMENT PHILOSOPHY AND PLANNING**

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

### **STAFFING**

The CSU will be staffed a minimum of 3 licensed staff on all shifts, allowing for a maximum occupancy of 12 consumers at any one time. The CSU Psychiatric Prescriber will be available, either onsite or through telepsychiatry, a minimum of 12 hours per day, seven days a week. A licensed LCSW or LMFT, or unlicensed MSW/MFT registered associate of the Board of Behavioral Sciences, will be present a minimum of 8 hours a day, seven days a week. Any failure to meet these staffing requirements will be documented as a "critical incident" and COUNTY will be notified within 48 hours, using a reporting protocol approved by COUNTY.

### **ADMISSION HOURS AND PROCESS**

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

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

The nurse greets the consumer upon arrival, advises them of their rights, and completes the admission process, documenting all pertinent information, and obtaining patient's signature on all forms.

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

## **CONSUMER ASSESSMENT AND TREATMENT FOLLOWING ADMISSION**

Following admission, CONTRACTOR shall provide the following services:

1. Nursing staff shall complete an admission agreement ; complete all admission paperwork; complete the Patients Rights advisement; notify the consumer of their legal status and financial obligation; complete a personal property inventory and appropriately secure the consumer's belongings; orient the consumer to the rules, regulations, personnel and environment of the unit; notify the family/guardian/ conservator of the consumer's arrival on the unit, and obtain consumer's signed consent to speak with the family/significant others.
2. If applicable, a copy of the 5150 paperwork and/or LPS conservatorship court appointment documents (either public or private) shall be obtained upon admission and conservator consent for treatment and release of information shall be obtained in lieu of consumer consent.
3. The psychiatric prescriber will complete their psychiatric assessment of the consumer in a timely manner to insure that the consumer can be discharged to the community, or admitted to an 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, and/or therapy; assess the consumer's strengths and resources; contact the consumer's caretakers, family, probation officer, child welfare worker, outpatient treatment staff, etc., with the intent of doing whatever is needed to assist the consumer's return to the community and avoid unnecessary hospitalization.
5. All interdisciplinary assessments shall be completed and present in the chart.
6. Obtain from each consumer admitted any insurance/financial data as required for billing for services.

The range of services provided by CSU interdisciplinary staff includes:

1. Psychiatric evaluation and diagnostic services;
2. Psychosocial assessment and crisis intervention to optimize the ability of the consumer to return to the community and avoid hospitalization whenever possible;
3. Evaluation of medical/physical healthcare problems, and identify outpatient treatment options for same;
4. Medication therapy;
5. Discharge planning, including assertive efforts to link the consumer back to their family, friends, other care providers, and outpatient treatment resources.

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

## **CHILD/ADOLESCENT SERVICES**

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

## **FAMILY INVOLVEMENT**

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

## **CONSUMER CARE**

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

This shall include:

1. Assessment of the consumer by a licensed/waivered staff person to include presenting problem, MSE (mental status exam), imminent risk (danger to self, danger to others, and/or grave disability) psychiatric history, and basic medical clearance.
2. Efforts to contact consumer's support system and any current outpatient mental health treatment providers. All treatment will be coordinated with the current psychiatric care the consumer may be receiving on an outpatient basis whenever possible. Collaboration between outpatient and CSU shall be documented in the CSU record.
3. Medication Services on the CSU: Medication will be prescribed in accordance with "RUHS - BH Medication Guidelines". Medi-Cal beneficiaries will be prescribed medication consistent with the Medi-Cal formulary. Uninsured consumers will be prescribed medication that they can afford to acquire following discharge. All other consumers will be prescribed medication included on their health insurance formulary. All consumers who are prescribed medication will receive medication education provided by a physician or mid-level under the supervision of a physician or licensed nursing personnel prior to discharge from the facility to the community.
4. Arrangements for medical care when medically necessary, including the following:
  - a) Clinical laboratory services- upon admission as ordered by the psychiatric prescriber or other physician.
  - b) On-site drug screens will be conducted on all consumers upon admission, unless the 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 the drug screen will be recorded in the CSU chart, and provided to either the inpatient or outpatient treatment provider, at the time of discharge or transfer from CSU.
  - c) Radiology services, as required by the treating psychiatric prescriber.
  - d) Other medical testing as required by the treating psychiatric prescriber, to identify urgent medical conditions, and determine urgent medical clearance, including EKG, EEG AND EMG
  - e) The program will have a written procedure allowing for access to immediate medical care, including proximity to a hospital and a contract or agreement with that facility.

## **DISCHARGE PLANNING**

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

Those consumers deemed capable of transitioning to a lower level of care will be provided with discharge preparation and planning services. Prior to discharge the CSU staff will formulate a comprehensive discharge plan which will be placed in the patient's medical record. This should include housing, psychiatric and medical treatment, and support planning for successful transition to a lower level of care. All discharges shall have a discharge summary prepared by the licensed nurse. Consumers discharged from the CSU will be given a paper prescription for two weeks of psychotropic medication(s) upon discharge, as prescribed by the attending psychiatric prescriber. Consumers referred to the Crisis Residential Treatment (CRT) facility will be given three days of medication. Unplanned discharges may occur as a result of medical acuity (in which case consumers will be transferred to an acute medical facility); or because the consumer is absent without leave (AWOL) from

facility; or because the consumer demands discharge against medical advice (AMA). An Incident Report will be completed for all AMA and AWOL discharges.

**TELEMEDICINE**

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

**5150 DESIGNATION**

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

**CONSUMER OUTCOME MEASURES**

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

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

**EXHIBIT B  
MENTAL HEALTH SERVICES  
LAWS, REGULATIONS AND POLICIES**

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

**FEDERAL**

42 C.F.R Part 438  
Drug-Free Workplace Act (DFWA) - 1990  
National Voter Registration Act of 1993  
42 C.F.R. §438.608 (Program Integrity Requirements)  
McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)  
Trafficking Victims Protection Act (TVPA) of 2000  
45 C.F.R. § 205.50

**STATE**

Mental Health Services – Welfare and Institutions Code § 5000 to 5914  
Laura’s Law – Assembly Bill 1367  
The California Child Abuse and Neglect Reporting Act (CANRA) 2013  
Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.  
Senate Bill 35 (SB35), Chapter 505, Statutes of 2012  
Government Code § 26227 (Contracting with County)  
Government Code § 8546.7 (Audits)  
Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)  
Welfare & Institution Code §§ 14705 and 14725  
Welfare & Institution Code §§ 18350 et seq.  
State Department of Health Care Services Publications  
Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)  
Welfare and Institutions Code 17608.05 (Maintenance of Effort)  
Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.  
Centers for Medicare and Medicaid Services Manual  
Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)  
2 C.C.R. Division 9, Chapter 1  
DMH Letter 03-04 (Health Care Facility Rates)  
DMH Letter 86-01 (Life Support Supplemental Rate)  
22 C.C.R. § 70707  
Government Code § 7550 (Reports)  
Welfare and Institutions Code § 14132.47

**COUNTY**

**Behavioral Health Policies**

Code of Ethics – Policy 108  
Cultural Competence – Policy 162  
Confidentiality Guidelines for Family / Social support Network – Policy 206  
Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239

Health Privacy & Security – Board of Supervisors Policy B-23  
Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10  
Harassment in the Workplace - Board of Supervisors Policy C-25  
Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

Workplace Violence, Threats and Security - Board of Supervisors Policy C-27  
Riverside County Mental Health Plan  
Riverside County Mental Health Plan Provider Manual  
Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents”  
Publication  
Riverside County Mental Health “Medication Guidelines” Publication  
County and Departmental policies, as applicable to this Agreement

**EXHIBIT C  
REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** TELECARE CORPORATION  
**PROGRAM NAME:** DESERT PHF AND CSU  
**DEPARTMENT ID:** 4100202294/83550/7470;.10=/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:
  - 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.
  - One-twelfth (1/12<sup>th</sup>), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
  - 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%.
  - The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
  - 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) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
  - The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
  - 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.

- The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.
- B. MAXIMUM OBLIGATION:**  
COUNTY'S maximum obligation for FY 2020/2021 shall be \$9,171,636 subject to availability of applicable Federal, State, local and/or COUNTY funds.
- C. BUDGET:**  
Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.
- D. MEDI-CAL (M/C):**
1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State.
  2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).
- E. LOCAL MATCH REQUIREMENTS:**
- If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.
- F. REVENUES:**  
As applicable:
1. Pursuant to the provisions of Sections 4025, 5717 and 14705 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 described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
  2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal.
  3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing



or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.

4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.
6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider 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. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.
11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

**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.

**H. RECOGNITION OF FINANCIAL SUPPORT:**

If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by Riverside University Health System – Behavioral Health.

**I. PAYMENT:**

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
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 (1/12<sup>th</sup>) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

- a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
  - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5<sup>th</sup>) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
  - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org). The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) calendar day of the current month.
  - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
  - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in 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.
  - 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.
  9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges

any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

**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 statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
  - Thirty (30) calendar days following the end of each fiscal year (June 30<sup>th</sup>), or the expiration or termination of the Agreement, whichever occurs first.
  - Forty-five (45) calendar days following the end of each fiscal year (June 30<sup>th</sup>), or the expiration or termination of the Agreement, whichever occurs first.
  - Seventy-Five (75) calendar days following the end of each fiscal year (June 30<sup>th</sup>), or the expiration or termination of the Agreement, whichever occurs first.
2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as 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 deadlines or extensions will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary Services,

Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

**K. BANKRUPTCY:**

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

**L. AUDITS:**

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. 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.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.
4. 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.

**M. TRAINING:**

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

**N. FURNISHINGS AND EQUIPMENT**

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
3. **DISPOSAL:** Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. **CAPITAL ASSETS:**
  - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
  - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

COUNTY OF RIVERSIDE  
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH  
SCHEDULE I - BUDGET & PLANNING  
FY 2020/2021  
RENEWAL

REGION:	DESERT	FISCAL YEAR	2020/2021
CONTRACT PROVIDER NAME:	TELECARE CORPORATION - PHF & CSU	Effective Date	7/1/2020
MONTHLY REIMBURSEMENT:	PER EXHIBIT C-A.1		
YEAR END SETTLEMENT:	NEGOTIATED RATE		
DEPT ID / PROGRAM:	4100202294/83550 & 74700-CSU/530280		
SYSTEM RU NUMBER:	33M7NA & 33NB01		

SYSTEM RU NUMBER	33M7NA	33NB01	33NB01		TOTAL
PROCEDURE CODE	208/209NB	151/153/154	190		
TYPE OF MODALITY/SERVICE	CSU	PHF	PHF BOARD & CARE		
MODE OF SERVICE:	10	05	60		
SERVICE FUNCTION:	25	20	40		
UNIT TYPE:	CSU Svc. Day	PHF Svc. Day	PHF B & C Day		
NUMBER OF UNITS:	64,254	4,446	4,446		
COUNTY MAXIMUM ALLOWABLE RATE	\$94.54	\$910.00	\$0.00		
INTERIM REIMBURSEMENT CPU	\$55.48	\$912.34	\$79.68		
MEDI-CAL CPU	\$53.06	\$872.67	\$0.00		
PROGRAM COST	\$3,564,790	\$4,056,272	\$354,274		
OPERATING PROFIT/INCOME	\$534,719	\$608,441	\$53,141		
MAXIMUM OBLIGATION:	\$4,099,509	\$4,664,713	\$407,415		\$9,171,636
REVENUES COLLECTED BY CONTRACTORS					
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0
C. OTHER: Miscellaneous	\$0	\$0	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$4,099,509	\$4,664,713	\$407,415	\$0	\$9,171,636
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION					
A. MEDI-CAL/FFP	\$1,844,779	\$932,942	\$0	\$0	\$2,777,721
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0
C. REALIGNMENT FUNDS-1991	\$0	\$3,731,770	\$407,415	\$0	\$4,139,185
D. REVENUE	\$0	\$0	\$0	\$0	\$0
E. AB-109	\$204,975	\$0	\$0	\$0	\$204,975
F. OTHER: MHSA	\$2,049,754	\$0	\$0	\$0	\$2,049,754
TOTAL (SOURCES OF FUNDING)	\$4,099,509	\$4,664,712	\$407,415	\$0	\$9,171,636

FUNDING SOURCES DOCUMENT: CLIB FY 2018/19

ADMIN SVCS ANALYST SIGNATURE: /s/ Alida Plascencia

DATE: 3/31/2020

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

DATE: \_\_\_\_\_

ADMIN MANAGER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE K  
MENTAL HEALTH**

<b>CONTRACT PROVIDER NAME:</b> Telecare Corporation	
<b>PROGRAM NAME:</b> Desert Region PHF and CSU	
<b>REGION/POPULATION:</b> Desert	\$9,171,636
<b>CONTRACT MAXIMUM OBLIGATION</b>	

	DESERT REGION DEPT ID#4100202294.83550	DESERT REGION DEPT ID#4100202294.83550	DESERT REGION DEPT ID#4100202294.74700	TOTAL CONTRACT
	33NB01	33NB01	33M7NA	33NB01, 33M7NA
<b>TYPE OF MODALITY:</b>	PHF	PHF	CSU	PHF, CSU
<b>MODE OF SERVICE:</b>	5	60	10	5,60,10
<b>SERVICE FUNCTION:</b>	20	40	25	20,40,25
<b>PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:</b>	151,153,154	190	208, 209NB	151,153,154,190,208,209NB
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL CONTRACT</b>
<b>1. Personnel Expenditures (from Staffing Detail)</b>	\$1,974,548.72	\$0	\$1,986,004	\$3,960,552
a. Personnel Expenditures (from Staffing Detail)	\$634,857.00	\$0	\$600,006	\$1,234,863
b. Employee Benefits	\$2,609,406	\$0	\$2,586,010	\$5,195,415
<b>Total Personnel Expenditures</b>				
<b>2. Operating Expenditures</b>	\$824,412.00	\$0	\$257,088	\$1,081,500
a. Professional Services	\$10,830.00	\$0	\$46,449	\$57,279
b. Translation and Interpreter Services	\$10,300.00	\$0	\$7,307	\$17,607
c. Travel and Transportation	\$254,397.64	\$0	\$237,565	\$491,963
d. General Office Expenditures	\$0.00	\$0	\$0	\$0
e. Board and Care Costs	\$0.00	\$72,955	\$0	\$72,955
Facility Lease	\$0.00	\$9,077	\$0	\$9,077
Property Taxes	\$0.00	\$0	\$0	\$0
Property Insurance	\$0.00	\$5,150	\$0	\$5,150
Housekeeping	\$0.00	\$29,023	\$0	\$29,023
Laundry	\$0.00	\$238,068	\$0	\$238,068
Dietary	\$365,197.25	\$0.00	\$412,101	\$777,298
f. Other Operating Expenses (provide description in budget narrative)	\$1,465,137	\$354,274	\$960,510	\$2,779,920
<b>Total Operating Expenditures</b>				
<b>3. Indirect Administrative Expenses</b>	\$405,627.39	\$35,426.85	\$356,479	\$797,533
a. Corporate Allocation	\$202,813.18	\$17,713.94	\$178,239	\$398,767
b. Operating Income	\$608,441	\$53,141	\$534,718	\$1,196,300
<b>Total Indirect Administrative Expenses</b>				
<b>Total Program Budget</b>	\$4,682,983	\$407,414	\$4,081,238	\$9,171,636
<b>Total Indirect Administrative Expenses % (Shall Not Exceed 15%)</b>	14.93%	15.00%	15.08%	15.00%

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

PREPARED BY: Alida Plascencia \_\_\_\_\_

ADMIN SVCS ANALYST SIGNATURE: Alida Plascencia \_\_\_\_\_

FISCAL ACCOUNTANT SIGNATURE: \_\_\_\_\_

CONTACT #: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Attachment A**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

Attachment B

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/ application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> Prime  Subawardee  Tier, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity:</b> (last name, first name, MI)	<b>10. b. Individuals Performing Services</b> (including address if different from No. 10,a.)   (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)	
<b>11. Amount of Payment</b> (check all that apply): \$ _____ Actual      \$ _____ Planned	<b>13. Type of payment</b> (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
<b>12. Form of Payment</b> (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____)      No _____		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

**Reporting Entity:** \_\_\_\_\_

**Page** \_\_\_\_\_ **of** \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**Riverside University Health System -- Behavioral Health**  
**INCIDENT REPORT**  
**CONFIDENTIAL**

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<b>PROGRAM NAME</b>	<b>RU#</b>	<b>STAFF MAKING REPORT</b>
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<b>CLIENT NAME</b>	<b>DOB</b>	<b>RUHS-BH CLIENT ID#</b>
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The above named client was involved in an act/action which meets/may meet (circle one) the requirements of the formation of the Adverse Incident Committee. The incident falls into one of the following categories (circle all that apply).

1. Physical injury to any client or clinic visitor requiring medical attention.
2. Suicide.
3. Significant injury caused by suicide attempt.
4. Homicide.
5. Significant injury caused by physical assault/battery by client upon another.
6. Significant injury caused by physical assaults on clients or visitors.
7. Significant injury to client while at clinic site.
8. Death of client by other than natural causes.

**THE EVENTS WHICH OCCURRED ARE AS FOLLOWS:**

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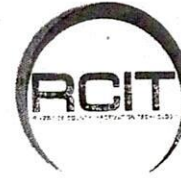


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**SUBMISSION DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**TO WHOM SUBMITTED:** \_\_\_\_\_

**SUBMIT THIS FORM TO SUPERVISOR WITHIN 24 HOURS OF INCIDENT**  
**DO NOT PLACE THIS FORM OR ANY COPY OF THIS FORM IN CHART**



This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below.

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

**SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT**

SUPERVISOR / MANAGER NAME <b>Jeanette Bates</b>	
TITLE <b>Administrative Services Officer</b>	
COUNTY AGENCY / DEPARTMENT <b>RUHS-Behavioral Health</b>	
EMAIL <b>BHProgramSupport@ruhealth.org</b>	PHONE <b>Type Phone</b>

**USER REQUESTING ACCESS**

FIRST NAME <b>Enter the First Name of appointed VPN User in the Contracted Organization</b>	MIDDLE INITIAL <b>Middle</b>
LAST NAME <b>Enter the Last Name of appointed VPN User in the Contracted Organization</b>	
JOB TITLE <b>Type Job Title</b>	
VENDOR NAME <b>Enter the Contracting Organization Name</b>	
OFFICE STREET ADDRESS <b>address of the Contracting Organization Name</b>	
CITY <b>Type City</b>	STATE <b>State</b> ZIP CODE <b>Zip</b>
OFFICE PHONE <b>Type Office Phone</b>	
EMAIL ADDRESS <b>Type Email Address</b>	

**ACCOUNT DETAILS**

DEPARTMENT BILLING STRING <b>4100202294/83550/74700/530280</b>
VPN GROUP NAME <b>Mental Health</b>
ASSIGN SAME RIGHTS AS STAFF MEMBER <b>Click here to enter text</b>
DESCRIPTION / PURPOSE OF ACCESS REQUIRED <b>Contractor –MSO Claims entry</b>

### CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

<b>Billing/Service Period:</b>		<b>Amount Billed:</b>	
<b>DeptID:</b>			
<b>Provider Name:</b>			
<b>Contract Name/Region:</b>			
<b>Service Location (Address):</b>			
<b>RU's Certified:</b>			
<b>Enumerator/Batch# (If Available):</b>			

**Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly database checks to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

**Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly database checks to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents was conducted. A client careplan was developed and maintained for the beneficiaries that met all client careplan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

\_\_\_\_\_  
Signature of Authorized Provider

\_\_\_\_\_  
Printed Name of Authorized Provider

\_\_\_\_\_  
Date

 **Riverside  
University  
HEALTH SYSTEM**  
Behavioral Health

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Date: May 12, 2020  
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health  
To: Teresa Summers, Director, Purchasing & Fleet Services  
Via: Alida Plascencia, Administrative Analyst II  
Subject: Telecare Corporation Sole Source Procurement; Request for Continuity of Psychiatric Health Services and Crisis Stabilization Unit in the Desert Region

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested: Telecare Corporation**

2. **Vendor ID: 11451**

3.  **Single Source**                      **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes     No

SSJ# N/A

4a. **Was the request approved for a different project?**

Yes     No

5. **Supply/Service being requested:**

Continuity of behavioral health program/services at the Psychiatric Health Facility (PHF) and at the Crisis Stabilization Unit (CSU) in the /desert region. The CSU provides urgent care service to consumers of all ages with the goal to avoid the need for inpatient services by alleviating problems, which if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individual becoming gravely disabled. Service activities include assessment, evaluation collateral contacts, medication support, crisis intervention and therapy.

The PHF is a sixteen (16) bed adult psychiatric health facility with an intensive treatment program licensed by the California Department of Health Services as an acute inpatient program and designated as a 5150 facility providing involuntary psychiatric care.



**6. Unique features of the supply/service being requested from this supplier.**

Telecare Corporation has maintained all required licenses, permits, certifications and staffing for this facility since the contract was awarded in May 2014.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

RUHS-BH is committed to provide support and programs that are structured to secure inpatient environment and to help the consumers to move to a lower level of care. Additionally, consumers with higher level of care that are residing in the residential program can continue to receive the quality of services such as a home like setting that allow them to access individualized treatment. Continuity of mental health services for this most vulnerable population is crucial.

**8. Period of Performance:** From: July 1, 2020 to July 30, 2021 with the option to renew one additional year through June 30, 2022.

Is this an annually renewable contract?       No       Yes  
 Is this a fixed-term agreement:               No       Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

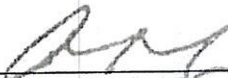
Description:	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Total
One-time Costs:						
Operation and direct services cost	\$9,171,636	\$9,446,786	0	0	0	\$18,618,422
Ongoing Costs:	\$0	\$0	\$0	\$0	\$0	\$0
Previous SSJ Approved Amounts:	N/A					
<i>(Insert description)</i>						
Total Costs	\$9,171,636	\$9,446,786	\$0	\$0	\$0	\$18,618,422

*Note: Insert additional rows as needed*

**10. Price Reasonableness:**

In May 2014, Telecare Corporation was awarded a contract to provide Psychiatric Health Services and Crisis Stabilization services for RUHS-BH via competitive bid #MHARC-142 for the period of 5 years. RUHS-BH in conjunction with Purchasing is in process of preparing a new RFP for these services. RUHS-BH intends to release the RFP during the 20/21 fiscal year. Due to the complexity of these services and the current COVID-19 emergency, it is anticipated that an award will not be made until early FY21/22.

11. Projected Board of Supervisor Date (if applicable): June 30, 2020

 Amy McCann 6/1/2020  
Department Head Signature (or designee) Print Name Date

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The section below is to be completed by the Purchasing Agent or designee.  
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Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ \_\_\_\_\_ / per fiscal year through 6/30/22 (date)

(If Annual Amount Varies each FY)

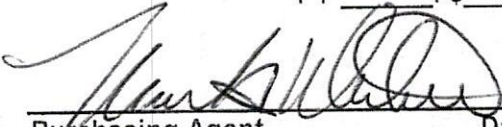
FY 20/21: \$ 9,171,636

FY 21/22: \$ 9,446,786

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

 6/19/2020 21-015  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**COUNTY OF RIVERSIDE  
BEHAVIORAL HEALTH**



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Telecare Corporation, A California Corporation, 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., Government Code Section 26227 et seq., Title 42, Part 438 of the Code of Federal Regulation (C.F.R.), Title 9 of the California Code of Regulations (C.C.R.), and Title 22 of the C.C.R., 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 42 and Exhibits A, B, C, Schedule I or K and Attachment A - D, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

**COUNTY**

By: \_\_\_\_\_

By: V. Manuel Perez

V. Manuel Perez, Chairman  
Board of Supervisor

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: JUL 07 2020

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form

By: Gregory P. Priamos

Deputy COUNTY Counsel

JUL 07 2020 3.17