

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



ITEM: 3.46
(ID # 20473)

MEETING DATE:
Tuesday, November 29, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement with Telecare Corporation to Operate the Desert Psychiatric Health Facility and Crisis Stabilization Unit, With the Option to Renew Up to Four (4) Additional One-Year Periods. All Districts. [\$12,784,669 for FY 2022/2023, Up to \$1,278,466 in Additional Compensation for FY 2022/2023, \$58,729,912 Total for Five (5) Years; 40% Federal Funding, 60% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with Telecare Corporation to operate the Desert Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU) in the amount of \$12,784,669 for the term July 1, 2022 through June 30, 2023, with the option to renew up to four (4) additional one-year periods, per Attachment A provisions, through June 30, 2027, and authorize the Chairman of the Board to sign on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract through June 30, 2027.

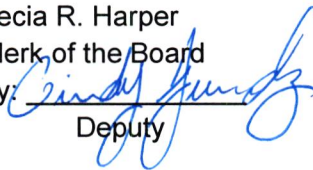
ACTION:Policy


Matthew Chang, Director 11/7/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: RUHS-BH

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 12,784,669	\$ 10,905,773	\$ 58,410,327	\$ 0
NET COUNTY COST	0	0	0	0
SOURCE OF FUNDS: 40% Federal, 60% State			Budget Adjustment: No	
			For Fiscal Year: 22/23-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County, which includes:

- The CSU provides urgent care service to consumers of all ages with the goal of avoiding 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.

Additionally, for FY 2022/2023, Telecare will provide four (4) Mental Health Urgent Care (MHUC) beds at this location to accommodate a need while RUHS-BH seeks a new provider for MHUC services in the desert region. The additional MHUC beds are accounted for in the FY 22/23 CSU/PHF agreement.

Impact on Residents and Businesses

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

Additional Fiscal Information

There are sufficient appropriations in RUHS-BH FY22/23 budget and no additional County funds are required. The FY 22/23 Agreement maximum is higher than FY 23/24-26/27 to accommodate the four (4) additional MHUC beds Telecare is offering until a new provider is identified.

Contract History and Price Reasonableness

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

On June 3, 2014 (#3.59), the Board approved the initial contract with Telecare Corporation awarded via competitive bid Request for Proposal (RFP) #MHARC 142 through June 30, 2015. The Board, through the Skilled Nursing Facilities Aggregate, approved subsequent renewals on June 30, 2015 (#3.37), May 3, 2016 (#3.16), and May 22, 2018 (#3.24). On July 07, 2020 (#3.17) the Board approved the contract with Telecare Corporation through June 30, 2022.

On November 14, 2021, RFP #MHARC-270 for RUHS–BH Psychiatric Health Facility and Crisis Stabilization Unit– Desert Region, was released via Public Purchase which is an e-Procurement website utilized by the County of Riverside. Public Purchase notified 215 organizations of the funding opportunity. The RFP was viewed and/or downloaded from Public Purchase by 38 organizations. In addition to releasing the RFP on Public Purchase, an email notification was sent to 128 individuals on the PHF and CSU Bidders List. The RFP closed on January 20, 2022, and one proposal was received from Telecare Corporation, the current provider at the PHF & CSU. After reviewing the proposal and conduction group discussions, the Evaluation Committee reached consensus to move forward with awarding the agreement to Telecare Corporation.

ATTACHMENT A

CONTRACTOR: TELECARE CORPORATION	
FISCAL YEAR	CONTRACT MAXIMUM
22/23	\$12,784,669
23/24	\$10,905,773
24/25	\$11,232,947
25/26	\$11,569,935
26/27	\$11,917,003
TOTAL COSTS	\$58,410,327

Jacqueline Ruiz

 Jacqueline Ruiz, Sr. Management Analyst 11/21/2022

Kelly Moran

 Kelly Moran, Deputy County Counsel 11/15/2022

**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 C 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

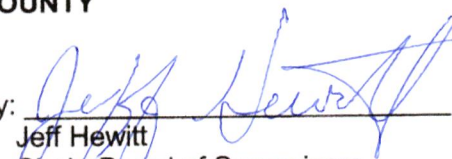
WHEREAS, the COUNTY believes it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

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 45 and Exhibits A, B, C, Schedule I or K and Attachment A - D, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

TELECARE CORPORATION

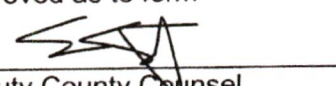
By: 
Jeff Hewitt
Chair, Board of Supervisors

By: Dawan Utecht
Dawan Utecht
Print Name

Date: 11/29/22

Date: 11-23-2022

COUNTY COUNSEL:
Approved as to form

By: 
Deputy County Counsel

ATTEST:
KEC HARPER, Clerk
By: 
DEPUTY

NOV 29 2022 3:44

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ATTACHMENT B – DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT C – ADVERSE INCIDENT REPORT FORM

ATTACHMENT D – VPN ACCOUNT REQUEST AND AGREEMENT FORM

ATTACHMENT E – PERFORMANCE INTEGRITY FORM

I. DESCRIPTION OF SERVICES

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

II. PERIOD OF PERFORMANCE

This Agreement shall be effective as of July 1, 2022, and continue in effect through June 30, 2023. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional four (4) one-year periods, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND USE OF FUNDS

A. Reimbursement

1. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule I or Schedule K, attached to this Agreement. CONTRACTOR shall submit their National Provider Identification (NPI) and all other required documentation to the COUNTY before reimbursement can be issued to the CONTRACTOR.
2. In accordance with Section 1903(i) of the Social Security Act, COUNTY is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to Sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to Sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the COUNTY has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the COUNTY determines there is good cause not to suspend such payments.
3. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

B. Restrictions On Salaries

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

C. Union Organizing

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract.

2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Riverside University Health System – Behavioral Health (RUHS-BH) and then to the Attorney General upon request.

D. Lobbying And Restrictions And Disclosures Certification

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

1. Certification and Disclosure Requirements

- a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C. Section 1352, and which exceeds \$100,000 at any tier, shall file a certification consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Subsection B of this provision. CONTRACTOR shall submit the signed Certification Regarding Lobbying, Attachment A, attached hereto, to RUHS-BH with the Agreement.
- b. CONTRACTOR shall file the Disclosure of Lobbying Activities, Attachment B, attached hereto, if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant.
- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1.a herein. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
 - d. CONTRACTOR who requests or receives from a person referred to in Paragraph 1.a of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
 - e. All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1.a of this provision. The CONTRACTOR shall forward all disclosure forms to RUHS-BH Program/Regional Administrator.

E. Prohibition

31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be expended to pay any person 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 any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

F. National Provider Identifier (NPI)

All HIPAA covered healthcare providers must obtain an NPI. CONTRACTOR's site NPIs must be submitted to the RUSH-BH Management Reporting Unit prior to rendering services to consumers. CONTRACTORS providing direct or indirect services for State reporting must also submit rendering (individual) NPIs and taxonomy code that corresponds with the work they are performing to RUSH-BH Management Reporting Unit for each staff member providing Medi-Cal billable services. CONTRACTOR reimbursement will not be processed unless NPIs are on file with RUHS-BH in advance of providing services to consumers. It is the responsibility of CONTRACTOR and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contracted site, as well as every staff member that provides billable services, is responsible for notifying NPPES within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

- A. Pursuant to WIC Section 5608, Title 9 of the C.C.R. and the California Health and Safety Code, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or authorized designee.
1. CONTRACTOR agrees to extend to DIRECTOR or authorized designee, the COUNTY Contract Monitoring Team (CMT), COUNTY Case Management Staff, and other authorized COUNTY, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor consumer well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
 2. CONTRACTOR shall participate in the RUHS-BH program monitoring. This consists of contract monitoring by RUHS-BH, which may be annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review(s) may cover clinical, fiscal and/or administrative components.
 3. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.
 4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare services and continuity of care with the COUNTY.

- B. As it pertains to the COUNTY and Program Monitoring, if at any point during the duration of this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification detailing the basis for the finding of non-compliance.
1. Within thirty (30) days of receiving this separate notification, the CONTRACTOR shall provide a written plan of corrective action addressing the non-compliance.
 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency.
 3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, CONTRACTOR's funds may be withheld until compliance is fully achieved.
 4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action may result in further punitive actions and/or termination of this Agreement.
- C. Notwithstanding the above requirement, as the funds associated with this Agreement are pass-through funds from other State or Federal agencies, CONTRACTOR may be subject to programmatic review by agencies of the State of California or the Federal Government. Any disallowance based on a review by the State of California or the Federal Government are the responsibility of the CONTRACTOR.
- D. If this Agreement is terminated in accordance with Section XLII, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until 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.
- E. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous year's Agreement(s).
- F. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and without a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when required for material non-compliance as it pertains to any provision of this Agreement.

V. COMPLIANCE PLAN

RUHS-BH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. CONTRACTOR shall establish its own Compliance Plan/Program and provide documentation to RUHS-BH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General. CONTRACTOR'S Compliance Program must include the following elements:

A. Designation of a compliance officer who reports directly to the Chief Executive Officer and the CONTRACTOR's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the CONTRACTOR's compliance program and compliance with the requirements of this account. The committee shall be accountable to the CONTRACTOR's Board of Directors.

B. Policies and Procedures

Written policies and procedures that articulate the CONTRACTOR's commitment to comply with all applicable Federal and State standards. CONTRACTOR shall adhere to applicable RUHS-BH Policies and Procedures relating to the Compliance Program and/or its own compliance related policies and procedures.

1. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
2. CONTRACTOR shall implement and maintain written policies for all COUNTY funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
3. CONTRACTOR shall maintain documentation, verification or acknowledgement that the CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
4. CONTRACTOR shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. CONTRACTOR has the option to develop its own or adopt RUHS-BH's Compliance Plan. Should CONTRACTOR develop its own Plan, CONTRACTOR shall submit the Plan prior to implementation for review and approval to:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

C. Code of Conduct

1. CONTRACTOR shall develop its own Code of Conduct and shall submit the Code prior to implementation to the following RUHS-BH Program for review and approval:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

2. CONTRACTOR shall distribute to all CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. CONTRACTOR shall document annually that such persons have received, read, understand and will abide by said Code.

D. Excluded/Ineligible Persons

CONTRACTOR shall comply with Licensing, Certification and Accreditation Article in this Agreement related to excluded and ineligible status in Federal and State health care programs.

E. Internal Monitoring and Auditing

CONTRACTOR shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to COUNTY, State and Federal regulations.

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as RUHS-BH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.
4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the COUNTY, CONTRACTOR, outside auditors, etc.
5. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

F. Response to Detected Offenses

CONTRACTOR shall respond to and correct detected health care program offenses relating to this Agreement promptly. CONTRACTOR shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

G. Compliance Training

CONTRACTOR is responsible for ensuring its Compliance Officer, and the agency's senior management, employees, and subcontractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven (7) elements of a Compliance Program and fraud, waste and abuse. CONTRACTOR is responsible for conducting and tracking Compliance Training for its agency staff. CONTRACTOR is encouraged to attend RUHS-BH Compliance trainings, as offered and available.

H. Enforcement of Standards

CONTRACTOR shall enforce compliance standards uniformly and through well publicized disciplinary guidelines. If CONTRACTOR does not have its own standards, the COUNTY

requires the CONTRACTOR utilize RUHS-BH policies and procedures as guidelines when enforcing compliance standards.

I. Communication

CONTRACTOR shall establish and maintain effective lines of communication between its Compliance Officer and CONTRACTOR's employees and subcontractors. CONTRACTOR's employees may use CONTRACTOR's approved Compliance Hotline or RUHS-BH's Compliance Hotline (800-413-9990) to report fraud, waste, abuse or unethical practices. CONTRACTOR shall ensure its Compliance Officer establishes and maintains effective lines of communication with RUHS-BH's Compliance Officer and program.

- J. In accordance with the Termination provisions of this Agreement, the COUNTY may terminate this Agreement upon thirty (30) days written notice if CONTRACTOR fails to perform any of the terms of the Compliance provisions. At the COUNTY's sole discretion, CONTRACTOR may be allowed up to thirty (30) days for corrective action.

VI. STATUS OF CONTRACTOR

- A. This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents in the performance of the services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors to the extent required by applicable law for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.
- B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.
- C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.
- D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.
- E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments which COUNTY may be required to make pursuant to federal or state law.
- F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status related documentation:
1. Articles of Incorporation;

2. Any and all Amendment of Articles;
 3. List of Agency's Board of Directors and Advisory Board;
 4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;
 5. By-laws and minutes of Board meetings; and
 6. All applicable Federal, State and County licenses and certificates.
- G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. Sections 455.101, 455.104, 455.105, 455.106, 455.434, and Title 22 of the CCR, Section 51000.35, including but not limited to:
1. Any person with a 5% or more direct or indirect ownership interest in the provider must submit fingerprints when applicable." [42 C.F.R. Sections 455.434(b)(1) and (2)].
 2. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request [42 C.F.R Section 455.105(b)(1)].
 3. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between the CONTRACTOR and any subcontractor, during the five-year period ending on the date of the request [42 C.F.R Section 455.105(b)(2)].
 4. CONTRACTOR will submit the disclosures regarding the entities' ownership and control at any of the following times:
 - a. Upon proposal submission in accordance with COUNTY procurement process;
 - b. Upon executing this Agreement;
 - c. Upon renewal or extension of this Agreement;
 - d. Within 35 days after any change in the CONTRACTOR's ownership; and
 - e. Upon request of RUHS-BH.

Disclosures must include:

- a. The name and address of any person (individual or corporation) with an ownership or control interest of CONTRACTOR. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address
- b. Date of birth and Social Security Number (in the case of an individual)
- c. Other tax identification number (in the case of a corporation) with an ownership or control interest of CONTRACTOR or in any subcontractor in which CONTRACTOR has a 5% or more interest.
- d. Whether the person (individual or corporation) with an ownership or control interest of CONTRACTOR is related to another person with ownership or control interest of CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which CONTRACTOR entity has a 5% or more interest is related to another person with ownership or control interest of CONTRACTOR entity as a spouse, parent, child, or sibling.

- e. The name of any other disclosing entity in which the CONTRACTOR has an ownership or control interest
- f. The name, address, date of birth and SSN of any managing employee of CONTRACTOR [42 C.F.R. Part 455.104].

VII. ADMINISTRATIVE CHANGE IN STATUS

- A. An administrative change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location, when directly related to the services provided hereunder, within the same region, closing a facility with services being offered in another already existing contracted facility, when directly related to the services provided hereunder. If, during the term of the Agreement, there is a change in CONTRACTOR's administrative status, a detailed description of the change must be submitted to COUNTY in writing on CONTRACTOR's letterhead as described below. The letter must be signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change be included.
 - 1. Site addresses, business locations, business ownership, must be provided to COUNTY at least sixty (60) days prior to the effective date of the change.
 - 2. Signatory authority, management, remittance addresses, tax identification numbers, etc. must be to COUNTY within two weeks of the date of change.
- B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR's Agreement, emergency and/or after hour contact information for the CONTRACTOR's organization. CONTRACTOR's emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.
- C. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR's emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR's updates of this information shall be provided to the COUNTY in accordance with Section XLVI, NOTICES, of this Agreement.
- D. Other changes to the Agreement may result in a more formal Agreement amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

VIII. DELEGATION AND ASSIGNMENT

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR (or his designee), prior to CONTRACTOR's finalization of the subcontract, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that the

DIRECTOR may require, nor shall any subcontract result in, or imply, the creation of a relationship between the COUNTY and any subcontractor.

- B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- D. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

IX. ALTERATION

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

X. LICENSES

- A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide services hereunder, and as required the laws and regulations of the United States, State of California, the County of Riverside and local governments, and all other appropriate governmental agencies.
- B. All Substance Abuse Prevention Treatment (SAPT) providers will be licensed and/or certified as Drug Medi-Cal and Alcohol and Other Drug (AOD) providers by the State.
- C. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- D. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and

shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

XII. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation

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

B. Commercial General Liability

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

C. Fidelity Bond

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

D. Vehicle Liability

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

E. Professional Liability

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

F. General Insurance Provisions - All Lines

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice

requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to Riverside University Health System - Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

XIII. LIMITATION OF COUNTY LIABILITY

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

XIV. WARRANTY AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For CONTRACTOR's breach or violation of this warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. NON-DISCRIMINATION

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, gender identity, gender expression, national origin, age, marital status, physical, sensory, cognitive or mental disabilities (Age Discrimination Act in Employment [29 C.F.R. Part 1625], Title I of the Americans with Disabilities Act [29 C.F.R. Part 1630]). Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual orientation, marital status or physical, sensory, cognitive or mental disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving Federal, State, or COUNTY funds.

B. Services, Benefits, and Facilities

1. CONTRACTOR certifies that CONTRACTOR and any or all of its subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by state and federal law, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d) et seq.); Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.) Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.); Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); 45 C.F.R. Part 84; provisions of the Fair Employment and Housing Act

and regulations promulgated hereunder (Government Code Section 12900 et seq. and 2 C.C.R. Section 7285 et seq.); Government Code Section 11135 et seq.; 9 C.C.R. Section 10800 et seq., 42 CFR Section 438.206(b)(1) and (c)(3), and 42 C.F.R. § 438.6(d)(3) and 42 C.F.R. § 438.3(d)(4).

2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual orientation, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services (DHCS). CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
4. Where services hereunder are provided in a facility under CONTRACTOR's control, CONTRACTOR will maintain a safe facility in accordance with Title 9 C.C.R. Section 1810.435(b)(2).
5. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY's "Medication Guidelines," available from the COUNTY Quality Improvement – Outpatient Division.
6. Where services hereunder are provided in a facility under CONTRACTOR's control, a completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the COUNTY at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the appropriate RUHS-BH Program Administration.
7. CONTRACTORS that relocate must find space that is accessible. CONTRACTORS that renovate their existing space must meet accessibility standards in order to maintain funding, certification or licensure.
8. CONTRACTORS that are not currently accessible to people with disabilities must have a

- written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and consumers must be provided with a copy of this policy.
9. CONTRACTOR shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the CONTRACTOR objects to the service on moral or religious grounds.
 10. If CONTRACTOR elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To RUHS-BH Program Administrator
 - b. When Agreement is executed;
 - c. Whenever CONTRACTOR adopts the policy during the term of the Agreement;
 - d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10;
 - e. To potential beneficiaries before and during enrollment; and
 - f. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
 11. CONTRACTOR shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. Sections 438.206(b)(1) and (c)(3)].
 12. CONTRACTOR shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3). CONTRACTOR shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. Section 438.3(d)(4)].

XVI. PERSONS WITH DISABILITIES

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

Further, CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended [(29 U.S.C. Section 794 (d))], and regulations implementing that act as set forth in Title 36 C.F.R. Part 1194. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities.

California Government Code Section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

XVII. REPORTS

- A. CONTRACTOR shall participate in the COUNTY's Management Information System (MIS) as required by DIRECTOR, or authorized designee. CONTRACTOR shall report to the program, applicable consumer and staff related data regarding the CONTRACTOR's program by the fifth (5th) calendar day of the following month.
- B. CONTRACTOR's receiving any public funding for SAPT services, including Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) CONTRACTORS, must report California Outcome Measurement Service (CalOMS) data for all consumers receiving treatment, whether those individual consumer services are funded by public funds or not.
- C. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, DHCS and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- D. CONTRACTOR shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding funds.
- E. If CONTRACTOR provides SAPT services, CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports) to the State, due by the 10th day following the end of each month. All providers must log onto the State DHCS website at <http://www.dhcs.ca.gov/Pages/default.aspx> and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTOR DATAR submissions on a monthly basis through the DATAR website. Failure to comply with the DATAR requirements may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance with this requirement by the COUNTY.
- F. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form, Attachment C, to the COUNTY within twenty-four (24) hours of the incident and a written report to the State within seven (7) days of the event. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the COUNTY.
 1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident that requires medical treatment;
 - c. All cases of communicable disease reportable under 17 C.C.R. Section 2502 shall be reported to the local health officer in addition to the State;
 - d. Poisonings;
 - e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
 - f. Fires or explosions that occur in or on the premises.
 2. Information provided shall include the following:

- a. Consumer name, age, sex, and date of admission;
 - b. Date, time and nature of the event;
 - c. Attending physician's name, findings and treatment, if any; and,
 - d. The items below shall be reported to the COUNTY within ten (10) working days following the occurrence:
 - a. The organizational changes specified in 9 C.C.R. Section 10531(a) of this subchapter;
 - b. Any change in the licensee's or applicant's mailing address; and,
 - c. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.
- G. COUNTY reserves the right to perform a further investigation of any and all adverse incidents as outlined in paragraph F above at their discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until COUNTY receives corrective action.
- H. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.
- I. CONTRACTOR shall report consumer and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

XVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

XIX. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to COUNTY records, patient/client/consumer records/charts, billing records, research and consumer identifying reports, and the COUNTY's Management Information System in accordance with WIC Sections 14100.2 and 5328 et seq., 42 C.F.R. Section 431.300 et seq., 42 U.S.C. Section 1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of consumer records and information.

- A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR adhere to the following data security requirements:

1. Personnel Controls
Employee Training. CONTRACTORs and its employees who assist in the performance of functions or activities on behalf of RUHS-BH, or access or disclose RUHS-BH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. Employee Discipline
Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. Confidentiality Statement
All persons that will be working with RUHS-BH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for RUHS-BH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. Background Check
Before a member of the workforce may access RUHS-BH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
5. Technical Security Controls
 - a. Workstation/Laptop Encryption
All workstations and laptops that store RUHS-BH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by RUHS-BH's Office of Information Technology.
 - b. Server Security
Servers containing unencrypted RUHS-BH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - c. Minimum Necessary.
Only the minimum necessary amount of RUHS-BH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
 - d. Removable Media Devices
All electronic files that contain RUHS-BH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

- e. Antivirus Software
All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management
All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls
All users must be issued a unique user name for accessing RUHS-BH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction
When no longer needed, all RUHS-BH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of RUHS-BH's Office of Information Technology.
- i. System Timeout
The system providing access to RUHS-BH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- j. Warning Banners
All systems providing access to RUHS-BH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging
The system must maintain an automated audit trail which can identify the user or system process which initiates a request for RUHS-BH PHI or PI, or which alters RUHS-BH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If RUHS-BH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

- I. Access Controls
The system providing access to RUHS-BH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
 - m. Transmission Encryption
All data transmissions of RUHS-BH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing RUHS-BH PHI can be encrypted. This requirement pertains to any type of RUHS-BH PHI or PI in motion such as website access, file transfer, and E-Mail.
 - n. Intrusion Detection
All systems involved in accessing, holding, transporting, and protecting RUHS-BH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
6. Audit Controls
System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing RUHS-BH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
7. Log Review
All systems processing and/or storing RUHS-BH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
8. Change Control
All systems processing and/or storing RUHS-BH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
9. Business Continuity/Disaster Recovery Controls
 - a. Emergency Mode Operation Plan
CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of RUHS-BH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
 - b. Data Backup Plan
CONTRACTOR must have established documented procedures to backup RUHS-BH PHI to maintain retrievable exact copies of RUHS-BH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore RUHS-BH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of RUHS-BH data.
10. Paper Document Controls
 - a. Supervision of Data
RUHS-BH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. RUHS-BH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors
Visitors to areas where RUHS-BH PHI or PI is contained shall be escorted and RUHS-BH PHI or PI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction
RUHS-BH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data
Only the minimum necessary RUHS-BH PHI or PI may be removed from the premises of CONTRACTOR except with express written permission of RUHS-BH. RUHS-BH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Faxing
Faxes containing RUHS-BH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing
Mailings containing RUHS-BH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of RUHS-BH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of RUHS-BH to use another method is obtained.

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

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

- C. If the security breach requires notification under Civil Code Section 1798.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.
- D. For the purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.

XX.RECORDS/INFORMATION AND RECORD RETENTION

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Justice, State DHCS, U.S. Department of Health and Human Services and the U.S

Office of the Inspector General at reasonable times during normal business hours. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. Parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records include, but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for consumers. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the COUNTY.

Unless otherwise stated, CONTRACTOR shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Health and Safety Code Section 14214.1, 42 C.F.R. Section 433.32, and 22 C.C.R. Section 51341.1.

A. Medical/Consumer Records

CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, DHCS and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain adequate medical records on each individual consumer which includes at a minimum, a care plan, diagnostic procedures, evaluation studies, problems to be addressed, medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of patient interviews and progress notes. If CONTRACTOR provides SAPT services, all consumer records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) tool.

B. Financial Records

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Fiscal records must comply with Title II, Subtitle A, Part 200 of the C.F.R. regarding the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1) and the DHCS Drug Fiscal System Manual, if applicable, and any changes thereto. Statistical data shall be kept and reports made as required by the DIRECTOR, or designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or State at reasonable times during normal business hours.

C. Financial Record Retention

Appropriate financial records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years or, in the event of an audit exception and appeal, until the audit finding is resolved, whichever is later.

D. Patient/Client/Consumer Record Retention

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

E. Shared Records/Information

CONTRACTOR and COUNTY shall maintain a reciprocal shared record and information policy, which allows for sharing of consumer records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these consumer records or information to a third party without a valid authorization.

F. Records Ownership

COUNTY is the owner of all patient care/consumer records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the consumer medical records so that the COUNTY can archive them. Records are to be in hard copy format, placed in individual file folders and labeled in the following format: last name, first name, middle initial, date of birth, medical records number and last date of service. CONTRACTOR shall coordinate the transfer for records to the COUNTY with the Program/Regional Administrator. The COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. The COUNTY is required to provide the CONTRACTOR with a copy of any medical record that is requested by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a timely manner.

G. Records Inspection

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

XXI. STAFFING

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code Section 11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto.

- A. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation.
- B. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of COUNTY, the following:
1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say"

- and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.
2. Previously established and/or updated Personnel policies and procedures;
 3. Updated personnel file for each staff member (including subcontractors, as approved by COUNTY and volunteers) that includes at minimum the following:
 - a. Resume or employment application, proof of current licensure, all applicable employment related certifications, registration;
 - b. List of all applicable trainings during time of employment to present;
 - c. Annual Job performance evaluation; and
 - d. Personnel action document for each change in status of the employee.
- C. Pursuant to 42 C.F.R. Section 455.434, CONTRACTOR shall conduct criminal background records checks, including fingerprinting on all employees, subcontractors, and volunteers. The CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) for each employee, subcontractor and volunteer before providing services to RUHS-BH consumers. A signed certification of such clearance shall be retained in each individual's personnel file.
- D. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Disability Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.
- E. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.
- F. CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- G. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding staffing and/or employee compensation. CONTRACTOR shall not pay or compensate any of its staff, personnel or employees by means of cash. All payments or compensation made to CONTRACTOR staff, personnel and/or employees in association with the fulfillment of this Agreement shall be made by means of staff, personnel and/or employee Certified Payroll only.
- H. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. CONTRACTOR shall submit the completed CARF form to RUHS-BH Management Reporting Unit via email at MRU_Support@ruhealth.org

I. CONTRACTOR staff requiring access to ELMR must submit a Virtual Private Network (VPN) Account Request and Agreement Forms, Attachment D, to RUHS-BH Program Support via email at BHProgramSupport@ruhealth.org. Once the VPN account has been established, COUNTY designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.

J. Federal and State Database Checks

CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members, employees, associates, and agents through routine checks of Federal and State databases. This includes:

1. Social Security Administration's Death Master File;
2. National Plan and Provider Enumeration System (NPPES);
3. List of Excluded Individuals/Entities (LEIE);
4. System for Award Management (SAM);
5. CMS' Medicare Exclusion Database (MED);
6. DHCS' Suspended and Ineligible Provider List.; and
7. Restricted Provider Database (RPD).
 - a. Mental Health Providers Only: These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and SAM, LEIE, and RDP must be reviewed no less frequently than monthly thereafter.
 - b. SAPT Providers Only: These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and the Social Security Administration's Death Master File, NPPES, SAM, LEIE, and RDP must be reviewed no less frequently than monthly thereafter.

Pursuant to Exhibit C, Section 1.4.c, as part of the monthly invoice submission, CONTRACTOR is required to submit a signed Program Integrity Form (Exhibit C, Exhibit C.A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR's personnel are found listed on this site and what action has been taken to remedy the matter. CONTRACTOR shall establish their own procedures to ensure adherence to these requirements.

XXII. CREDENTIALING

A. For all of CONTRACTOR's licensed, waived, registered and/or certified employees, CONTRACTOR must verify and document the following items through a primary source, as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by the CONTRACTOR unless the CONTRACTOR can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.

1. The appropriate license and/or board certification or registration, as required for the particular provider type;

2. Evidence of graduation or completion of any required education, as required for the particular provider type;
 3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
 4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
- B. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, CONTRACTOR need not verify this information through a primary source:
1. Work history;
 2. Hospital and clinic privileges in good standing;
 3. History of any suspension or curtailment of hospital and clinic privileges;
 4. Current Drug Enforcement Administration identification number;
 5. National Provider Identifier number;
 6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
 7. History of liability claims against the provider;
 8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
 9. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>; and
 10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.
- C. Attestation
CONTRACTOR must submit a signed and dated statement at the time of contract initiation and at minimum every three (3) years thereafter, attesting to the following:
1. Any limitations or inabilities that affect the CONTRACTOR's ability to perform any of the position's essential functions, with or without accommodation;
 2. A history of loss of license or felony conviction;
 3. A history of loss or limitation of privileges or disciplinary activity;
 4. A lack of present illegal drug use; and

5. The statement's accuracy and completeness

D. Provider Re-credentialing

CONTRACTOR shall verify and document at the time of Agreement initiation, and at a minimum every three (3) years, that each employee that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements listed above. CONTRACTOR must require each provider to submit any updated information needed to complete the re-credentialing process, as well as a new signed attestation. In addition to the initial credentialing requirements, re-credentialing should include documentation that CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

E. Provider Credentialing and Re-credentialing Procedures

CONTRACTOR may delegate its authority to perform credentialing reviews to a professional credentialing verification organization; nonetheless, the CONTRACTOR remains contractually responsible for the completeness and accuracy of these activities. If the CONTRACTOR delegates credential verification activities to a subcontractor, it shall establish a formal and detailed agreement with the entity performing those activities. To ensure accountability for these activities, CONTRACTOR must establish a system that:

1. Evaluates the subcontractor's ability to perform these activities and includes an initial review to assure that the subcontractor has the administrative capacity, task experience, and budgetary resources to fulfill its responsibilities;
2. Ensures that the subcontractor meets the CONTRACTOR, COUNTY and DHCS' standards; and
3. Continuously monitors, evaluates, and approves the delegated functions.

CONTRACTOR is responsible for ensuring that their delegates comply with all applicable state and federal law and regulations and other contract requirements as well as DHCS guidance, including applicable Informational Notices.

CONTRACTOR must maintain a system for reporting serious quality deficiencies that result in suspension or termination of an employee to COUNTY, and other authorities as appropriate. CONTRACTOR must maintain policies and procedures for disciplinary actions, including reducing, suspending, or terminating an employee's privileges.

XXIII. PHYSICIAN INCENTIVE PLAN

CONTRACTOR is prohibited from offering Physician Incentive Plans, as defined in Title 42 C.F.R. Sections 422.208 and 422.210, unless approved by RUHS-BH in advance that the Plan(s) complies with the regulations.

XXIV. PROGRAM INTEGRITY REQUIREMENTS

- A. As a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. CONTRACTOR must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and

prevent fraud, waste or abuse. Pursuant to 42 C.F.R. Section 438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is a credible allegation of fraud.

- B. If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, CONTRACTOR shall immediately notify RUHS-BH Compliance Officer; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- C. If CONTRACTOR's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the CONTRACTOR's ability to pursue, the CONTRACTOR shall immediately report to the RUHS-BH Compliance Officer for investigation, review and/or disposition.
- D. CONTRACTOR shall immediately report to RUHS-BH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- E. CONTRACTOR shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- F. CONTRACTOR shall immediately report any information about a change in CONTRACTOR's or CONTRACTOR's staff circumstances that may affect eligibility to participate in the managed care program.
- G. CONTRACTOR shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by CONTRACTOR were actually furnished to beneficiaries, demonstrate the results to RUHS-BH and apply such verification procedures on a regular basis.
- H. CONTRACTOR understands RUHS-BH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

XXV. PROHIBITED AFFILIATIONS

- A. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
 - 1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. Section 438.610(a)(1)].
 - 2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR Section 2.101, of a person described in this section [42 C.F.R. Section 438.610(a)(2)].
- B. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section

1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. Section 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

- C. CONTRACTOR shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
1. A director, officer, agent, managing employee, or partner of the CONTRACTOR [42 U.S.C. Section 1320a-7(b)(8)(A)(ii); 42 C.F.R. Section 438.610(c)(1)].
 2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. Section 438.230. [42 C.F.R. Section 438.610(c)(2)].
 3. A person with beneficial ownership of 5 percent (5%) or more of the CONTRACTOR's equity [(42 C.F.R. Section 438.610(c)(3)].
 4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. Section 438.808(b)(2)].
 5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Agreement [42 C.F.R. Section 438.610(c)(4)].
- D. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. Section 438.808(b)(3)].

XXVI. PROVIDER ADEQUACY

- A. CONTRACTOR shall submit to RUHS-BH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted at each of the following stages:
1. At the time it enters into this Agreement with the COUNTY;
 2. During the first month of every fiscal quarter: January, April, July, and October for each contracted site;
 3. Annually submit rendering provider forms for each staff providing direct services; and
 4. At any time there has been a significant change, as defined by RUHS-BH, in the CONTRACTOR's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and CONTRACTOR's plans to ensure beneficiaries continue to have access to adequate services and providers.

Failure to comply with the required Network Adequacy reporting requirements may result in payment hold.

XXVII. LANGUAGE LINE UTILIZATION

- A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for beneficiaries' face-to-face encounters, telephonic service encounter and 24/7 access line service encounters.
- B. Language line utilization data submission should include the reporting period, the total number of encounters requiring language line services, the language utilized during the encounter requiring language line services, and a reason as to why the services were not provided by a bilingual provider/staff or via face-to-face interpretation for each one of the encounters requiring language line services.
- C. Language line utilization must be submitted to RUHS-BH using the template provided by RUHS-BH and following the instructions contained on the reporting tool. Completed template must be submitted via email to ELMRSupport@ruhealth.org

XXVIII. TIMELY ACCESS TO SERVICES

In accordance with 42 C.F.R. Section 438.206(c)(1), the CONTRACTOR shall comply with the requirements set forth in Title 9 C.C.R. Section 1810.405, and RUHS-BH Policy #267.

- A. SAPT Services:
CONTRACTOR shall comply with the Timely Access provision identified in Exhibit A. Scope of Work.
- B. Mental Health Services:
CONTRACTOR shall comply with the following Timely Access provisions for Mental Health Services:
 - 1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries.
 - 2. Routing First Appointments
 - a. Consumers who call or walk in to CONTRACTOR's program requesting outpatient mental health services will be offered an appointment in the least restrictive community-based setting with ten (10) business days.
 - b. Consumers requesting or being referred for an appointment with a psychiatrist will be offered an appointment with fifteen (15) business days.

These requests/referrals will be recorded in the consumer's chart with the date the request/referral was made.

- 3. Emergent Appointments
Consumers in need of immediate intervention to prevent significant behavioral health deterioration will be offered a walk-in or scheduled appointment the same day, or will be referred to the closest crisis stabilization unit near to where the consumer is physically located at that time.

4. Urgent Appointments

- a. Consumers determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment with 48 hours when prior authorization is not required.
- b. Consumers in urgent need of an appointment when prior authorization is required will be offered an appointment within 96 hours.

5. Follow-up Services

- a. Non-physician, non-urgent appointments will be scheduled within ten (10) days of the request for appointment. This time may be extended if the referring or treating behavioral health professional, or the triage or screening behavioral health professional, as applicable and acting within their scope of practices, determines that a longer waiting time will not have a detrimental impact on the health of the consumer.
- b. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance, consistent with professional recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

6. Rescheduled Appointments

In the event that an appointment must be rescheduled, it shall be done in a manner that is appropriate for the consumer's behavioral health care needs and ensures continuity of care consistent with good professional practices.

7. Appointment Scheduling

Consumers will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the consumer declines an appointment within the specified timeframe, this information will be logged, maintained and reported in a manner consistent with COUNTY guidelines.

XXIX. CHARITABLE CHOICE

- A. As Behavioral Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:
 1. Ensure that CONTRACTOR provides notice to all its consumers of their right to alternative services if, when, and where applicable;
 2. Ensure that CONTRACTOR refers consumers to alternative services if, when and where applicable; and
 3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Behavioral Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the consumer has no objection.
- B. As this Agreement relates to Nondiscrimination and Institutional Safeguards for Religious Providers, the CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, U.S.C., Section 300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any consumer who has religious objections to CONTRACTOR's program.

XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

- A. In accordance with the Trafficking Victims Protection Act of 2000 (TVPA), CONTRACTOR certifies that at the time the Agreement is executed, CONTRACTOR will remain in compliance with Section 106(g) of the TVPA as amended (22 U.S.C. Section 7104). The TVPA strictly prohibits any contractor or contractor employee and/or agent from:
1. Engaging in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
 2. Procuring a commercial sex act during the period of time the Agreement is in effect; or
 3. Using forced labor in performance of the Agreement.
- B. Any violation of the TVPA may result in a unilateral termination of this Agreement without penalty in accordance with 2 CFR Part 175.

XXXI. IRAN CONTRACT ACT OF 2010

In accordance with Public Contract Code Section 2204(a), CONTRACTOR certifies that at the time the Agreement is signed, the CONTRACTOR is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. CONTRACTORS are cautioned that making a false certification may subject the CONTRACTOR to civil penalties, termination of existing Agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

XXXII. CULTURAL COMPETENCY

- A. The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. Section 438.206(c)(2).
- B. CONTRACTOR shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) National Standard.
- C. CONTRACTOR shall provide a Cultural Competency Plan annually at COUNTY's request. The plan shall include documented evidence of the following:
1. CONTRACTOR's cultural competency training schedule and requirements for staff rendering services;
 2. CONTRACTOR's policies and procedures for offering alternatives and options to accommodate individual cultural and linguistic needs; and
 3. CONTRACTOR's program brochures demonstrating implementation and adherence to a Cultural Competency Plan.

- D. CONTRACTOR shall offer alternatives and options that accommodate individual preference, or cultural and linguistic preferences, demonstrated by the provision of culture-specific programs, provided by the CONTRACTOR and/or referral to community-based, culturally appropriate, non-traditional mental health provider.

XXXIII. INFORMING MATERIALS

- A. CONTRACTOR shall provide all COUNTY consumers being served by CONTRACTOR with a Notice of Privacy Practices information brochure or pamphlet during the time of the consumer's first visit. CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all consumers every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the consumer sign, acknowledging receipt of the NPP information, and CONTRACTOR must keep consumer signed acknowledgement on file every three (3) years upon receipt from consumer.
- B. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. Section 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
1. The format is readily accessible;
 2. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
 3. The information is provided in an electronic form which can be electronically retained and printed;
 4. The information is consistent with the content and language requirements of this agreement; and
 5. The beneficiary is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days [42 C.F.R. Section 438.10(c)(6)].
- C. CONTRACTOR shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. Section 438.10(d)(3)].
- D. CONTRACTOR shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver Section (2)(d)(d), p. 26, attachments 3 and 4; Title 9 C.C.R. Section 1810.360(e)].
- E. CONTRACTOR shall make the RUHS-BH Provider Directory and Beneficiary Handbook available to consumers in electronic form and paper format upon request. Both documents

are available at <http://www.rcdmh.org/>. CONTRACTOR shall provide paper copies within five (5) business days without charge to the beneficiary.

XXXIV. CONFLICT OF INTEREST

- A. CONTRACTOR shall comply with the conflict of interest safeguards described in 42 C.F.R. Section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. Section 438.3(f)(2)].
- B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables him to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee in any capacity herein, or in any other direct or indirect financial interest in this Agreement.

XXXV. GRIEVANCE AND FAIR HEARING

- A. CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-BH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs). CONTRACTOR shall fax a copy of all NOABDs to RUHS-BH Outpatient Quality Improvement at (951) 955-7203.
- B. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in beneficiary and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances and/or appeals to RUHS-BH Outpatient QI will be located next to the descriptions of the Grievance Procedure and the Appeal Procedure. The grievance, appeals, and self-addressed envelopes must be available to the beneficiary and/or beneficiary representative without the beneficiary and/or beneficiary representative having to make a verbal or written request to anyone.
- C. State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

XXXVI. PATIENTS' RIGHTS

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

XXXVII. WAIVER OF PERFORMANCE

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

XXXVIII. FEDERAL AND STATE STATUTES

- A. CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.

B. CONTRACTOR shall adhere to the requirements of 42 C.F.R. Section 438 et seq., Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B. Additionally, CONTRACTOR shall be required to establish, written policies and procedures consistent with the following requirements; (i) monitor for compliance with the written procedures; and (ii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:

1. Division 10 of the Health and Safety Code, commencing with Section 11760;
2. Title 9 C.C.R. Division 4, commencing with Section 9000;
3. Government Code Section 16367.8;
4. Title 5, Division 2, Part 1, Chapter 1, Article 7 of the California Government Code regarding Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies;
5. Title 42 U.S.C. Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
6. The Single Audit Act Amendments of 1996 (Title 31, U.S.C. Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
7. Title 45 C.F.R. Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
8. Title 42, C.F.R. Sections 8.1 through 8.6;
9. Title 21, C.F.R. Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances;
10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
11. Title 42 C.F.R. Part 438.
12. Title 22 C.C.R. 51000 et seq. and
13. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).

XXXIX.DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying

actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
 - a. The dangers of substance use in the workplace;
 - b. CONTRACTOR's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for substance use violations.
3. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement:
 - a. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - b. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the Agreement.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:
 - a. CONTRACTOR has made a false certification or,
 - b. Violates the certification by failing to carry out the requirements as noted above.

XL. USE OF FUNDS

A. Outreach Activities

Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such treatment.

B. No Unlawful Use or Unlawful Use Message Regarding Drugs

By signing this Agreement, CONTRACTOR agrees to comply with the requirements that information produced through these funds, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code Section 11999-11999.3).

C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812).

D. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

E. Limitation on Use of Funds for Religious Activity

No State or Federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

XLI. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

XLII. TERMINATION PROVISIONS

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the DIRECTOR or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. The COUNTY may terminate this Agreement immediately if, in the opinion of the DIRECTOR, CONTRACTOR fails to provide for the health and safety of consumers served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency;
 - 2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,
 - 3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- H. After receipt of the Notice of Termination, pursuant to Paragraphs 1 - 7 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:
 - 1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 - 2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
 - 3. If consumers are to be transferred to another facility for services, furnish to COUNTY, upon request, all consumer information and documents deemed necessary by COUNTY to affect an orderly transfer;

4. If appropriate, assist COUNTY in effecting the transfer of consumer in a manner consistent with the best interest of the consumer's welfare;
 5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to DIRECTOR or designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
 6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
 7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
 8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.
 - J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations' legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this Agreement, the COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.
 - K. CONTRACTOR shall deliver or make available to RUHS-BH all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
 - L. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XLIII. DISPUTE

In the event of a dispute between a designee of the DIRECTOR and the CONTRACTOR over the execution of the terms of this Agreement, the quality of patient services being rendered, and/or the withholding of CONTRACTOR'S payments due to instances such as material non-compliance or audit disallowances or both, the CONTRACTOR may file a written protest with the appropriate Program/Regional Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. The Program/Regional Administrator shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director, and (finally) DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR.

Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

XLIV. SEVERABILITY

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

XLV. VENUE

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

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:

TELECARE CORPORATOIN
1080 MARINA VILLAGE PKWY #100
ALAMEDA, CA 94501

COUNTY:

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.

XLVIII. DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made, natural, or biological disaster. RUHS-BH expects CONTRACTOR to have a disaster plan in place and RUHS-BH would expect CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR: Telecare Corporation
PROGRAM: Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU)
DEPT. ID: 4100202294/83550/74700.530280

I. 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.

II. 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 has been increased to 20 beds for FY 2022/2023 to assist manage consumers who are in a behavioral health crisis. Additionally, to accept consumers who are voluntary as well as involuntary admissions. Unit 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.

III. COUNTY PROVIDED EQUIPMENT, FURNISHINGS AND VEHICLES

1. 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.
2. 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 at 47-915 Oasis Street, Indio, California. Any such revised exhibits shall be forwarded to RUHS-BH and attached to the contract for the provision of services.
3. 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.
4. 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.

5. 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.

IV. 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. Further details see A1 Scope of Work.
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. Further details see A2 Scope of Work.

V. 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.

VI. 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.

VII. 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.

VIII. 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 ongoing medication assessment and education provided by a M.D., D.O, P.A or licensed nurse.

1. 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.
2. 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.
3. 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.

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

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

2. 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.
3. 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.
4. A comprehensive nursing assessment will be completed at admission.
5. Licensed Nursing staff shall be responsible for the administration of medications as prescribed by the psychiatric prescriber and documentation of same.
6. CONTRACTOR will maintain contracts with a medical laboratory, pharmacy and a portable x-ray company for service available on a 24-hour basis.
7. 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.
8. 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.).
9. 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.
10. 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.

X. 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.

XI. 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.

XII. 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

XIII. 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.

1. 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.
 - a. Additional orientation will be provided for all staff involved with direct consumer care, and will include:
 - i. Assessment procedures
 - ii. Risk management guidelines and community standards
 - iii. Consumer registration and financial assessment procedures
 - iv. Treatment interventions
 - v. Management of assaultive behavior
 - vi. Denial of patients' rights
 - vii. Family engagement
 - viii. Discharge planning, information and referral resources, and transfer procedures
 - ix. Documentation requirements
2. 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.
3. 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.
 4. 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. 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.
 5. 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.
 6. 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.
 - a. 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.
 - b. 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.

XIV. 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.

1. 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.

2. 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.

XV. 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.

XVI. 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.

1. 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.
2. CONTRACTOR shall maintain a policy of equal access to the treatment and services for all applicants meeting admission criteria.
3. CONTRACTOR shall ensure that all consumers who appear to meet criteria for urgent care assessment will be assessed, and the assessment will be documented.
4. 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.
5. 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.
6. CONTRACTOR is responsible for providing a room in the facility which assures privacy for 5250 Certification Review hearings.

7. 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.
8. CONTRACTOR shall develop, implement and provide copies of the policies and procedures to COUNTY for the following areas:
 - a. 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.
9. 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.
10. CONTRACTOR agrees to provide required reports on all admissions; legal status changes, Reize capacity hearings and certification hearings
11. CONTRACTOR must maintain 5150 and 5250 designations of the PHF unit and 5150 designation of the CSU unit as a condition of the Agreement.

XVII. 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.

1. 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.
2. 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.
3. 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.

4. 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.
5. CONTRACTOR shall provide COUNTY copies of all food services inspection reports as they occur.

XVIII. 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.

XIX. 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.
 - a. 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.
 - b. Reportable adverse incidents include:
 - i. Physical injury to any consumer or clinic visitor requiring medical attention
 - ii. Suicide or suicide attempts
 - iii. Homicide
 - iv. Significant injury caused by physical assault/battery by consumer upon another
 - v. Significant injury caused by physical assaults on consumers, or visitors
 - vi. Significant injury to consumer while at the program

- vii. Death of consumer
 - viii. State Licensing Reports
 - ix. AWOL incidents
 - x. Major damage to COUNTY property
 - xi. CONTRACTOR'S errors that result in failure of CONTRACTOR to meet legal requirements to maintain a consumer's involuntary detention.
5. 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.
6. COUNTY staff shall have access to all clinical records and files as needed.

XX. 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.

XXI. 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.

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

XXII. 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.

1. Case manager(s) will attend and participate in treatment planning meetings.
2. Case manager(s) will provide copies of discharge planning documentation to CONTRACTOR staff for inclusion in medical records as appropriate.
3. Issues and concerns identified by COUNTY case managers regarding CONTRACTOR performance will be brought to the Program Monitor for resolution.
4. 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.
5. CONTRACTOR shall allow COUNTY case managers access to all areas of the facility, the consumers, medical records and relevant meetings and conferences.

XXIII. 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.

XXIV. 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.

1. 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.

XXV. COVID-19 PROTOCOL AND PROCESS

CONTRACTOR staff must follow COVID-19 protocols and guidelines provided by County of Riverside and Health officials. Procedures and process of screening to prevent the spread of COVID-19 at County of Riverside programs must be in place at each facility.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

1. CONTRACTOR shall provide sufficient number and competency of staff to enter data as instructed, within the timeframes given.
 - a. CONTRACTOR will enter data regarding consumer identification, financial status, demographics, episode openings and closings, and services provided.
 - b. CONTRACTOR will ensure data regarding episode opening/closing and services on all consumers is entered within twenty-four (24) hours of occurrence.
 - c. 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.
2. 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.

XXX. 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

XXXI. 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.

XXXII. AGREEMENT OUTCOME MEASURES

Program outcome measures will exist for each program unit.

XXXIII. 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.

REPORT	FREQUENCY	SUBMIT TO
INVOICING	MONTHLY	ELMR_PIF
STAFF ROSTER	MONTHLY	Program Monitor
STAFF WORK SCHEDULE (by name, job class, shift, and facility, CSU & PHF)	MONTHLY	Program Monitor
MD Hours Worked (including name, start and stop times worked & number of hours worked per day at each facility, PHF and CSU)	MONTHLY	Program Monitor
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 15th of the succeeding month. Quarterly reports are due no later than the 15th of October, January, April and July.

**EXHIBIT A1
SCOPE OF WORK**

PSYCHIATRIC HEALTH FACILITY (PHF)

I. 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.

II. 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.

III. ADMISSION HOURS AND PROCESS

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

1. All admissions shall be screened and referred by the CSU and deemed appropriate for acute inpatient psychiatric care.
2. 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.
3. 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.
4. 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.

IV. 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.

V. 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.

1. Diagnosis, medical necessity criteria on admission, high risk behaviors and tentative discharge plan will be documented on the interdisciplinary treatment plan.
2. Cultural competency considerations shall be documented in the treatment plan.
3. The consumer will review and sign the interdisciplinary treatment plan and be given a copy.
4. 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.
5. The interdisciplinary treatment plan shall be reviewed daily in treatment team meetings and updated in writing as needed, but at least weekly.
6. Consumer's participation in treatment modalities as outlined in the interdisciplinary treatment plan shall be clearly documented in the record.
7. The interdisciplinary treatment plan will reflect the input of the consumer's family/support persons whenever feasible.

VI. 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.

VII. PHF SERVICES

1. 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.
 - a. 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.
2. Psychiatry: The PHF psychiatrist shall be responsible for all care and treatment upon admission.
 - a. 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.
 - i. 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.
3. 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.
 - a. Individual, group and family therapy or counseling will be provided as needed by a Qualified Mental Health Professional within their scope of practice.
4. Nursing: Nursing staff 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.
 - a. Registered Nurses and Licensed Vocational Nurses or Licensed Psychiatric Technicians shall administer medication as prescribed and complete all documentation regarding medication.
5. 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. A variety of individual, group and therapeutic milieu activities will be provided within a highly structured schedule.

- i. 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.
- b. It is expected that all consumers will complete Activities of Daily Living (ADL's), dress in street clothes and participate in all activities.

VIII. STAFFING REQUIREMENTS

1. 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.
2. 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.
3. Nursing: Nurse staffing will meet all regulatory requirements of Title 22, PHF regulations, and the 5150 requirements of COUNTY.

IX. 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.

X. 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.

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

XI. 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.

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

2. CONTRACTOR staff are responsible for making all post-discharge medical appointments and medical follow up for consumers being discharged to independent living (non-placement).
3. 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.
4. COUNTY staff will be responsible for placement and follow-up for Riverside County consumers.
5. 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.
6. 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.
7. 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:
 - a. Physical assessment
 - b. Psychiatric assessment
 - c. Psychological assessment (if available)
 - d. Length of stay
 - e. Course of treatment and treatment provided
 - f. Response to treatment
 - g. Status of treatment plan objectives at discharge
 - h. Mental status at discharge
 - i. Final DSM IV diagnosis (5 axis)
 - j. Admission and discharge GAF
 - k. Medications
 - l. Discharge plan, inclusive of family participation and support
8. Whenever possible, discharges will be planned in advance and with full approval of COUNTY. Every effort will be made to avoid precipitous discharges.
9. 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.
10. 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.

XII. HOMELESS CONSUMER DISCHARGE

CONTRACTOR shall provide a discharge process plan that shall include:

1. Identification of homeless consumers

2. Provide community resources
3. Referral to resources for follow up care
4. Offer a meal prior to discharge or consumption following discharge
5. Provision of weather appropriate clothing: shoes, coat, or etc.
6. Transportation to post discharge destination. This destination is up to 30 miles or 30-minute drive from PHF location
7. Infectious disease screening. Referral to resource for screening.
8. Offer vaccinations that are appropriate for medical condition. For example, Hep. A, B.
9. Maintenance of Homeless Patient Log
10. Provide an Annual Training Employees and annual updates regarding this plan

XIII. 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. Secondarily, 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 tele-psychiatry, 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/ADOESCENT 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
- All RUHS-BH Letters and Bulletins as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Telecare Corporation
PROGRAM NAME: Desert PHF & CSU
DEPARTMENT ID: 4100202294/83550/74700.530280

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - 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 (1/12th), 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.
5. CONTRACTOR'S failure to comply with Network Adequacy reporting requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2022/2023 shall be \$12,237,863 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. 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.
3. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
 4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
 9. 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.
 10. 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 30th). 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 30th). 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 (1/12th) 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 (5th) 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. 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 (5th) 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 County Reporting Unit, 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 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

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

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

COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
SCHEDULE I - BUDGET & PLANNING

FY 2022/2023

REGION: DESERT FISCAL YEAR 2022/2023
 CONTRACT PROVIDER NAME: TELECARE CORPORATION - PHF & CSU
 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, & Pending Walk-In RU

SYSTEM RU NUMBER	33M7NA	33NB01	33NB01	Pending RU	TOTAL
PROCEDURE CODE	208/209NB	151/153/154/155	190	208/209NB	
TYPE OF MODALITY/SERVICE	CSU	PHF	PHF BOARD & CARE	CSU Walk-Ins	
MODE OF SERVICE:	10	5	60	10	
SERVICE FUNCTION:	25	20	40	25	
UNIT TYPE:	CSU Svc. Day	PHF Svc. Day	PHF B & C Day	CSU Svc. Day	
NUMBER OF UNITS:	66,181	5,723	5,723	33,026	
COUNTY MAXIMUM ALLOWABLE RATE					
INTERIM REIMBURSEMENT/Cost Per Unit	\$66.51	\$848.41	\$60.72	\$66.51	
MEDI-CAL CPU					
PROGRAM COST	\$4,401,828	\$4,855,431	\$347,485		
OPERATING PROFIT/INCOME	\$200,083	\$220,702	\$15,795		
MAXIMUM OBLIGATION:	\$4,601,910.73	\$5,076,133.53	\$363,279.59	\$2,196,539.00	\$12,237,863
LESS 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	\$4,601,911	\$5,076,134	\$363,280	\$2,196,539	\$12,237,863
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION					
A. MEDI-CAL/FFP					\$0
B. FEDERAL FUNDS					\$0
C. REALIGNMENT FUNDS-1991					\$0
D. REVENUE					\$0
E. AB-109					\$0
F. OTHER: MHSA					\$0
TOTAL (SOURCES OF FUNDING)	\$0	\$0	\$0	\$0	\$0

FUNDING SOURCES DOCUMENT: _____

ADMIN SVCS ANALYST SIGNATURE: /s/ Darren Skinner DATE: _____

FISCAL SERVICES SIGNATURE: _____ DATE: _____

ADMIN MANAGER SIGNATURE: _____ 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.

Dawan Utecht

Signature

Dawan Utecht / SVP, Chief Development Officer

Print Name/Title

11-23-2022

Date

Attachment B

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
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: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
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.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

**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.

Policy 248 - ADVERSE INCIDENT REPORT*(CONFIDENTIAL – Attorney Client Privileged Information)*

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT		
Program/Clinic Name	RU #	Name of Reporting Staff
Client/Person (Last Name, First Name)	DOB	RUHS – BH Client ID
If the incident involved a person other than the client such as an employee or visitor, provide the person's name and contact #:		
Last Name, First Name	Contact Phone	Involved as (e.g. staff, visitor, etc.)

Attach a copy of the client's current face sheet.

The above named client/person 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 the following reportable incident category(ies).

- All client deaths for any cause
- Incident involving significant dangerousness to self, including serious suicide attempts or self-injury
- Incident involving significant dangerousness to others, including serious assaults, homicide attempts and homicides
- Incident involving significant injury that required medical intervention for any client or visitor at a program site or during a treatment activity off-site.

Specific location where the incident occurred:

Date of Incident:

Time of Incident:

Date FIRST reported to RUHS – BH:

Time Reported to RUHS – BH:

THE EVENTS WHICH OCCURED ARE AS FOLLOWS:

SUBMIT REPORT TO SUPERVISOR WITHIN ONE BUSINESS DAY OF INCIDENT	
Reported submitted to:	
Submission completed: Date:	Time:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR

Client/Person (Last Name, First Name)	RUHS – BH Client ID
---------------------------------------	---------------------

Diagnosis		
1.	ICD-10 Diagnosis:	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary
2.	ICD-10 Diagnosis:	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary
3.	ICD-10 Diagnosis:	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary

Medications: On medication(s) (list below) No Medication(s) Unknown

	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			

Suspected or Known Substance Use Disorder(s): Yes No

If yes, describe:

Treating Psychiatrist: Program MD
 Private MD

Family/Legal Guardian - Aware of Incident: Yes No

Family Attitude/Response:

Supervisor's Comments/Concerns/Issues Identified:

Supervisor's action(s) taken:

- Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.
- Urgent RUHS – BH Administration notification recommended. *Refer to Policy 248.* If yes, requires IMMEDIATE filing of report to Regional Manager/Administrator.

Regional Manager/Administrator Must Be Notified ASAP or within three (3) business days.

Manager/Administrator Notified:	Date/Time Notified:
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DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS	
Client/Person (Last Name, First Name)	RUHS – BH Client ID
Date of Incident	Time of Incident

Sheriff Investigation Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Requested:		
Name of Person who requested report:			
Coroner Autopsy Report Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Date Requested:		
Name of Person who requested report:			
Incident Reviewed By (Name and Job Classification)			
1.		3.	
2.		4.	
Date of Review:		Period of Treatment Reviewed:	

Policy, Procedure, Program Issues Identified	
<input type="checkbox"/> Coordination of Care with PCP	<input type="checkbox"/> Coordination of Care with another service or provider
<input type="checkbox"/> Identification of a Substance Use Disorder	<input type="checkbox"/> Referral to Substance Use or Co-Occurring Disorder Treatment
<input type="checkbox"/> Risk Assessment	<input type="checkbox"/> Follow-up after missed appointment or “No-Show”
<input type="checkbox"/> Monitoring of psychotropic medications	<input type="checkbox"/> Psychotropic Medication Poly-pharmacy
<input type="checkbox"/> Prescribing controlled substance to a known substance abuser	<input type="checkbox"/> Other medication-related issue
<input type="checkbox"/> Delay in getting appt. within reasonable time	<input type="checkbox"/> Case closed without adequate efforts to contact or engage/re-engage client
<input type="checkbox"/> Client lost to follow-up/unable to locate	<input type="checkbox"/> Other Issue(s)

Review Summary/Comments/Findings

DO NOT FILE THIS FORM IN THE CLIENT’S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
Policy 248 - ADVERSE INCIDENT REPORT
(CONFIDENTIAL – Attorney Client Privileged Information)

**SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE
 REVIEW, SUMMARY, AND RECOMMENDATIONS (Continued)**

Does this incident involve a possible professional staff license/certification violation? Yes No

If yes, briefly describe:

Does this incident involve a possible facility licensing violation? Yes No

If yes, briefly describe:

If Yes, has licensing agency been notified? Yes No

Has copy of incident report from licensee to licensing agency been obtained? Yes No
 (If Yes, attach copy of report)

Reviewer(s) concur with supervisor whether Workplace Violence Report provision applies:

Yes No

If No, action taken by reviewer(s):

Review Recommendations and Corrective Action Plan(s)

Recommendation(s)/Plan(s)	Person Responsible	Proposed Completion Date

Administrator Signature

 Administrator Signature _____ Date

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

SECTION D – WITNESS REPORTS (If Applicable)	
1.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
2.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
3.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	