

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE August 13, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award an Agreement for the Operation of a Psychiatric Health Facility at 1904 Richland Avenue, Ceres, California to Telecare Corporation

STAFF RECOMMENDATIONS:

1. Award an agreement to Telecare Corporation, the successful respondent to Request for Proposals number 13-06-SS, to operate a Psychiatric Health Facility (PHF) at 1904 Richland Avenue, Ceres, California.
2. Authorize the Behavioral Health Director, or her designee, to sign the Agreement with Telecare Corporation to operate a Psychiatric Health Facility (PHF) at 1904 Richland Avenue, Ceres, California.

FISCAL IMPACT:

Behavioral Health and Recovery Services (BHRS) currently contracts with Doctors Medical Center/Doctors Behavioral Health Center (DMC/DBHC) and hospitals in other counties for acute in-patient psychiatric beds. The county cost of these services for Fiscal Year 2012-2013 was approximately \$9.8 million, based on an average daily census of 32 beds at DBHC and 7.8 beds in out-of-county placements.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-405

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien
 and approved by the following vote,
 Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini, and Chairman Chiesa
 Noes: Supervisors: None
 Excused or Absent: Supervisors: None
 Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
 ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Award a Contract and Authorize the Behavioral Health Director sign the Agreement to operate a Psychiatric Health Facility at 1904 Richland Avenue, Ceres, California to Telecare Corporation

Page 2

FISCAL IMPACT: (Continued)

Several factors have contributed to a substantial increase in the county cost: a dramatic increase in bed usage, an increase in the rate paid to the hospitals, and a larger portion of uninsured patients for which the County has 100% responsibility.

As approved by the Board of Supervisors on November 13, 2012, as part of the 24/7 Secure Mental Health Services Strategic Plan, a Request for Proposals (RFP) was issued for Design Services (Architectural and Engineering services) to remodel and renovate the Stanislaus Recovery Center building located at 1904 Richland Avenue in Ceres, California for future use as a 16-bed Psychiatric Health Facility (PHF). Concurrently, an RFP was issued by BHRS and GSA for an Operator for the PHF.

A local PHF will increase the County's bed capacity and help mitigate the cost of hospitalizations. For Fiscal Year 2012-2013, the bed rate for hospitalization at DMC/DBHC is \$1,031 per day for Medi-Cal patients and a three-day case rate of \$2,484 for uninsured patients. The rate for out-of-area hospitals averages \$907 per day. The successful RFP respondent, Telecare Corporation, has submitted a projected operating budget of \$4,334,880 to operate the PHF annually, which is a rate of \$742 per day at full occupancy.

The County and DMC/DBHC are currently negotiating a contract renewal for Fiscal Year 2013-2014. It is anticipated that the outcome of these negotiations may impact current appropriations and estimated revenue. The Department will make the adjustments for the final negotiated agreement with DMC/DBHC and this agreement with Telecare Corporation when negotiations with DMC/DBHC are complete. The total cost for the agreement with Telecare Corporation is \$6,166,198 for the period beginning March 1, 2014 through June 30, 2015. \$1,831,318 of the total amount of the agreement, of which \$1,498,068 is the County's cost, represent the PHF start-up and operations for Fiscal Year 2013-2014. Funding in the amount of \$4,334,880 for the PHF will be included in the Department's Proposed Budget request for Budget Year 2014-2015.

DISCUSSION:

Since early 2012, Stanislaus County has experienced a dramatic increase in acute psychiatric in-patient admissions. This increase impacts capacity and creates financial burdens for the County. Behavioral Health and Recovery Services (BHRS) holds the responsibility for the total costs for the Uninsured and Forensic patients. Thus, recent increases in uninsured admissions are of significant concern.

History

Effective October 31, 2007, Stanislaus County sold its 67-bed inpatient acute psychiatric facility, Stanislaus Behavioral Health Center, to Doctors Medical Center of Modesto (DMC), a Tenet Healthcare affiliate. The Center subsequently became known

Approval to Award a Contract and Authorize the Behavioral Health Director sign the Agreement to operate a Psychiatric Health Facility at 1904 Richland Avenue, Ceres, California to Telecare Corporation

Page 3

as Doctors Behavioral Health Center (DBHC). At that time, the County entered into a Provider Agreement with DMC for the purchase of 35 beds on a daily basis for County patients, defined as: Medi-Cal adult beneficiaries of Stanislaus County, adult indigent uninsured residents of Stanislaus County, and "restoration to competency" patients. That agreement was terminated on December 31, 2009, and a new agreement was effective January 1, 2010 through June 30, 2012. The current agreement, effective July 1, 2012 and extended through September 30, 2013, reserves up to 25 in-patient acute psychiatric beds on a daily basis. Additionally, County patients may be placed in other, out-of-County facilities for a variety of reasons: lack of capacity at DBHC; patient not suitable for treatment at DBHC; or patient is under 21 years of age. Those patients who are the County's responsibility may be placed in a secure facility only upon assessment by County staff; local hospitals do not have the authority to direct the admission of a County patient.

In Stanislaus County, one level of acute care presently exists for short-term acute stays – DBHC. DBHC is considered an Acute In-patient Psychiatric Unit that is part of a general acute care hospital – DMC. Within the County, there are no free-standing Acute Psychiatric Hospitals, no Psychiatric Health Facilities (PHFs), no sub-acute Mental Health Rehabilitation Centers (MHRCs) or Institutes for Mental Diseases (IMDs). There is one privately operated sub-acute Skilled Nursing Facility (SNF) in Modesto currently; however, it is not an IMD as its operating structure allows for less than 50% psychiatric care. There are no County-owned/operated facilities for acute or sub-acute in-patient psychiatric care.

The historical average of in-patient beds (local and out-of-county beds) used by patients under the County's responsibility has been 19 per day; however, this past year the daily census has been over 40 per day, of which on average 54% are uninsured. The corresponding impact to the community overall has been no available beds at DBHC and long waits in local hospital emergency departments. This has challenged the community's ability to place consumers in local, appropriate, and cost effective levels of care. The most significant increase to in-patient admissions is with the uninsured population, especially consumers new to the mental health system.

Strategic Planning Efforts

Over the past year, the Chief Executive Office, BHRS, DMC and other stakeholders met and began a new working relationship that focused on the capacity issues and growing need for psychiatric in-patient services. This group identified both short and long-term issues related to the need for secure 24/7 mental health services and programs that surround such services. The result of this effort is a Strategic Plan that addresses in-patient needs and identifies systems issues surrounding 24/7 secure mental health services that could assist in avoiding hospitalization and reduce recidivism.

Approval to Award a Contract and Authorize the Behavioral Health Director sign the Agreement to operate a Psychiatric Health Facility at 1904 Richland Avenue, Ceres, California to Telecare Corporation

Page 4

The Strategic Plan was approved by the Board of Supervisors on November 13, 2012 and identified three main goals:

- Develop recommendations for increased capacity to provide in-patient 24/7 care, including but not limited to, options that will provide less costly alternatives when appropriate;
- Assess opportunities for creating a community crisis stabilization service to avoid hospitalization when possible; and
- Develop aftercare strategies as an element of a behavioral health continuum of care around in-patient services.

As part of the first goal, a County-owned PHF will begin to address the current level of need for in-patient treatment facilities by supplementing the existing in-patient services, and potentially reducing the number of out-of-county placements being made today.

A County-owned, vacant residential facility located at 1904 Richland Avenue in Ceres is planned to become the County's PHF. This location also will provide for co-location to other adjacent drug and alcohol programs. The design for the PHF is nearing completion and will be presented to the Board for consideration in August 2013.

Request for Proposals

On November 13, 2012 the Board authorized BHRS and the General Services Agency to issue a Request for Proposals for operations of the Psychiatric Health Facility (PHF) and a Crisis Stabilization Unit (CSU). RFP 13-06-SS was issued on March 6, 2013. Two proposals were received on April 17, 2013 from Crestwood Behavioral Health, Inc. and Telecare Corporation. Both entities have substantial experience operating psychiatric health facilities in California.

A review panel consisting of staff from the Chief Executive Office and BHRS reviewed and ranked the two proposals. The panel then conducted interviews on May 10, 2013, followed by background and reference checks. At this time the Department is requesting authorization from the Board to sign the Agreement with Telecare Corporation to operate the PHF. The Department is seeking funding for a Crisis Stabilization Unit (CSU) and once funding is identified, will return to the Board of Supervisors to seek authorization to amend the Telecare operator agreement to include the operation of a CSU.

POLICY ISSUES:

Approval of the recommended actions supports the Board's priorities of A Safe Community, A Healthy Community, and Efficient Delivery of Public Services by ensuring County patients have access to the appropriate level of care as needed with regard to 24/7 secure mental health services.

Approval to Award a Contract and Authorize the Behavioral Health Director sign the Agreement to operate a Psychiatric Health Facility at 1904 Richland Avenue, Ceres, California to Telecare Corporation
Page 5

STAFFING IMPACT:

Existing BHRS staff is available to manage the Psychiatric Health Facility contract.

CONTACT:

Madelyn Schlaepfer, Behavioral Health Director, 209 525-6225.



PROVIDER AGREEMENT

BETWEEN

STANISLAUS COUNTY

BEHAVIORAL HEALTH AND RECOVERY SERVICES

AND

TELECARE CORPORATION

PSYCHIATRIC HEALTH FACILITY

MARCH 1, 2014 – JUNE 30, 2015

TABLE OF CONTENTS

	PAGE
SERVICES	
1. RECITALS	1
2. SERVICES	1
3. NONDISCRIMINATION	2
4. AUTHORIZATION	2
5. BILLING AND PAYMENT	3
6. CULTURAL COMPETENCY	4
7. QUALITY MANAGEMENT	4
8. COMPLIANCE	4
9. PATIENTS' RIGHTS AND PROBLEM RESOLUTION	6
10. CONFIDENTIALITY AND INFORMATION SECURITY	6
11. MONITORING/REVIEW ASSISTANCE	7
12. MEDI-CAL CERTIFICATION	8
13. RECORDS	8
14. REPORTING	9
15. INVENTORY	10
16. PERSONNEL	11
17. CODE OF ETHICS	12
18. WORKPLACE REQUIREMENTS	12
19. ACKNOWLEDGEMENT	12
20. FINANCIAL RELATIONSHIPS	13
21. REQUIRED LICENSES, CERTIFICATES, OR PERMITS	13
22. INDEMNIFICATION	13
23. INSURANCE	14
24. NOTICE	17
25. CONFLICTS	17
26. SEVERABILITY	18
27. AMENDMENT	18
28. ENTIRE AGREEMENT	18
29. RELATIONSHIP OF PARTIES	18
30. REFERENCES TO LAWS AND RULES	18
31. ASSIGNMENT	18
32. AVAILABILITY OF FUNDS	19
33. WAIVER OF DEFAULT	19
34. VENUE	19
35. TERM	19
36. SURVIVAL	20
SIGNATURE PAGE	20
EXHIBIT A - SERVICES	
EXHIBIT C - CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS	
EXHIBIT D - STATEMENT OF COMPLIANCE	
EXHIBIT G - MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY	

AGREEMENT

Acute Services

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and Telecare Corporation, a California Corporation, with its principal place of business identified in **Section 24**, hereinafter referred to as "**CONTRACTOR**", effective the date of the last signature, for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY, through Behavioral Health and Recovery Services, wishes to provide Psychiatric Health Facility services; and,

WHEREAS, CONTRACTOR wishes to partner with COUNTY as an organizational provider under the provisions of PLAN as described in Title 9 of the California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, Article 1, beginning at Section 1810.100, (9 CCR Section 1810.100 et seq.), as it may be amended from time to time, and the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code, beginning at Section 5600, as it may be amended from time to time by the California Legislature.

WHEREAS, COUNTY requires and CONTRACTOR is able to perform services that integrate community collaboration, cultural competence, and be client/family focused, with a focus on wellness, recovery and resilience.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS

The recitals set forth above are a material part of this Agreement.

2. SERVICES

2.1 The CONTRACTOR shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. The CONTRACTOR shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.

2.2 Services required under this Agreement are described in the attached Exhibit A.

3. NONDISCRIMINATION

- 3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 3.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

4. AUTHORIZATION

- 4.1 All services must have prior authorization by COUNTY's Utilization Management.
- 4.2 A request for authorization for continued services shall be submitted by CONTRACTOR on a Client Care Plan form and received by Utilization Management prior to the expiration of the previous authorization.

4.3 The Utilization Management Unit may request a second opinion regarding treatment planning, after consultation with CONTRACTOR.

5. BILLING AND PAYMENT

5.1 Payment information is identified in the attached Exhibit A.

5.2 CONTRACTOR shall submit an invoice to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, California 95350, on a monthly basis. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month.

5.3 Pursuant to CCR, Title 9, Chapter 11, Subchapter 4, a signed Claims Certification and Program Integrity, as shown in Exhibit G, must accompany each invoice. This certification must be signed by a duly authorized official.

5.4 COUNTY shall reimburse CONTRACTOR for only those services that were authorized and approved by local or State entities. COUNTY shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in COUNTY's Electronic Health Record (EHR).

5.5 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.

5.6 Payment by COUNTY to CONTRACTOR shall be payment in full for services provided.

5.7 CONTRACTOR shall hold harmless both the State and Medi-Cal beneficiaries in the event COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.

5.8 In the event the State changes the Short-Doyle/Medi-Cal Maximum Allowance (SMA) reimbursement rates, CONTRACTOR shall be responsible for costs that exceed applicable SMAs. In no case shall payments to CONTRACTOR exceed SMAs.

5.9 Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that COUNTY uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

5.10 Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

6. CULTURAL COMPETENCY

- 6.1 CONTRACTOR shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- 6.2 COUNTY will provide the Cultural Competence Plan (CCP) to CONTRACTOR when submitted to the California Department of Mental Health and as updated annually.
- 6.3 CONTRACTOR shall adhere to the provisions of the COUNTY CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
- 6.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.
- 6.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Competence Oversight Committee.
- 6.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.

7. QUALITY MANAGEMENT

- 7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
- 7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

8. COMPLIANCE

- 8.1 COUNTY has accepted as policy an Organizational Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that CONTRACTOR shall maintain a similar compliance plan for its organization, which is consistent with COUNTY's Plan.
- 8.2 CONTRACTOR shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
- 8.3 CONTRACTOR shall comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

- 8.4 CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with CONTRACTOR.
- 8.5 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
- 8.6 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
- 8.6.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
- 8.6.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
- 8.6.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
- 8.6.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.
- 8.6.4.1 OIG list is currently found at the following web address:
<http://exclusions.oig.hhs.gov/>
- 8.6.4.2 A link to the S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp> Near the

bottom of the page click, on the "Suspended & Ineligible Provider List."

- 8.7 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR to the policies and procedures related to the Federal and State False Claims Act. CONTRACTOR agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR will adhere to these policies and procedures.

9. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

- 9.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.
- 9.2 CONTRACTOR shall comply with the PLAN's Medi-Cal beneficiary problem resolution process as stated in the PLAN's Beneficiary Handbook. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the PLAN's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.
- 9.3 CONTRACTOR shall ensure that each beneficiary has adequate information about the CONTRACTOR's processes to include at a minimum:
- 9.3.1 Description of grievance and appeal process;
 - 9.3.2 Posting notices explaining the process procedures;
 - 9.3.3 Making grievance forms and appeal forms along with self addressed envelopes available for beneficiaries at CONTRACTOR sites;
 - 9.3.4 Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
- 9.4 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

10. CONFIDENTIALITY AND INFORMATION SECURITY

- 10.1 CONTRACTOR and its officers, employees, agents representative,

subcontractors and all others acting on behalf of CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information (IIHI) as required by Exhibit C of this Agreement.

- 10.2 Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

11. MONITORING/REVIEW ASSISTANCE

- 11.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
- 11.2 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the COUNTY deems necessary to monitor and audit services rendered
- 11.3 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review. CONTRACTOR shall also provide any necessary assistance to COUNTY and the External Quality Review Organization contracting with the State Department of Mental Health in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. CONTRACTOR shall correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports
- 11.4 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services, including actual costs,

cost per unit, number of units, amount of required match, and State rates.

12. MEDI-CAL CERTIFICATION

- 12.1 CONTRACTOR shall maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY's Contract Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- 12.2 A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. CONTRACTOR may not be reimbursed for services provided which are not Medi-Cal billable.
- 12.3 The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

13. RECORDS

- 13.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in providing services pursuant to this Agreement.
- 13.2 CONTRACTOR shall comply with COUNTY's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support, and technical assistance if needed.
- 13.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
- 13.4 Clinical records shall be the property of COUNTY, and maintained by CONTRACTOR in accordance with COUNTY standards.
- 13.5 Each medical record shall be returned to the COUNTY at the time the client is

discharged.

- 13.6 The CONTRACTOR shall be subject to the examination and audit of the Auditor General after final payment under Government Code, Section 8546.7.
- 13.7 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination, or copying by COUNTY, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- 13.8 These books and records shall be maintained for a term of at least five (5) years after final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

14. REPORTING

- 14.1 CONTRACTOR shall enter all required data into the COUNTY's Electronic Health Record (EHR). Data must be entered by the fourth working day of each month. COUNTY may withhold payment for services until the entry of data is current.
- 14.2 CONTRACTOR shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the State Department of Mental Health, no later than November 15th. COUNTY shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
- 14.3 CONTRACTOR shall submit a six (6) month program report electronically to the following e-mail address: contracts@stanbhrs.org by February 15 of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
- 14.4 CONTRACTOR shall submit a year-end program report electronically to the following e-mail address: contracts@stanbhrs.org by September 30 of each year. The report shall include a summary of the year's events; an update on the

challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

- 14.5 CONTRACTOR shall submit an annual report on CONTRACTOR's staff language and ethnicity as of the payroll period ending closest to December 1. This report shall be submitted electronically to BHRS Contract Services by December 31, 2014 to the following e-mail address; contracts@stanbhhs.org
- 14.6 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
- 14.7 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

15. INVENTORY

- 15.1 CONTRACTOR shall report to COUNTY, with the annual program report, any equipment with a cost of \$1,000 or more, purchased with funds from this Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of the each item.
- 15.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.
- 15.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.
- 15.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

16. PERSONNEL

- 16.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit D.
- 16.2 All CONTRACTOR staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. CONTRACTOR shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
- 16.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 16.4 All personnel rendering services under this Agreement shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the direction of CONTRACTOR's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.
- 16.5 All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
- 16.6 All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
- 16.7 CONTRACTOR shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
- 16.8 CONTRACTOR shall follow COUNTY's procedures for registering and terminating CONTRACTOR staff from the COUNTY's Electronic Health Record (EHR). This shall include the CONTRACTOR providing COUNTY with the CONTRACTOR's staff information necessary for billing in the COUNTY EHR in a manner designated by the COUNTY, including submitting completed registration forms and copies of current licenses.
- 16.9 CONTRACTOR shall provide COUNTY with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician

providing services under this Agreement at least two (2) weeks prior to the provision of service.

16.10 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.

16.11 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall ensure that staff providing bilingual services are fluent in their identified language.

17. CODE OF ETHICS

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics, a copy of which was provided to CONTRACTOR in Fiscal Year 2001/2002.

18. WORKPLACE REQUIREMENTS

18.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager within twenty-four (24) hours of time of occurrence or as soon as possible.

18.2 CONTRACTOR shall participate, as appropriate, in COUNTY's Root Cause Analysis investigations related to CONTRACTOR's incidents.

18.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

18.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

18.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if the COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

19. ACKNOWLEDGEMENT

All public relations and educational material shall mention that CONTRACTOR's

Program(s) is funded or partially funded by the Stanislaus County Board of Supervisors and Behavioral Health and Recovery Services.

20. FINANCIAL RELATIONSHIPS

20.1 CONTRACTOR shall maintain program statistical records in the manner required by the COUNTY, State Department of Mental Health, and applicable licensing agencies, and make such records available to COUNTY upon request.

20.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the State Controller, and the State Director of the Department of Mental Health, or any of their deputies.

20.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed in accordance with generally accepted auditing standards. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year.

20.4 CONTRACTOR shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

21. REQUIRED LICENSES, CERTIFICATES, OR PERMITS

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY. CONTRACTOR shall comply with all applicable local, state, and Federal laws, rules and regulations.

22. INDEMNIFICATION

22.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers, and employees against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or

CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, CONTRACTOR's obligation to indemnify the COUNTY and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the CONTRACTOR in contributing to such claim, damage, loss and expense.

22.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

22.3 To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the CONTRACTOR and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of COUNTY and its officers or employees.

23. INSURANCE

23.1 CONTRACTOR shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

23.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

23.1.2 Professional Liability. Professional malpractice liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the CONTRACTOR's services.

23.1.3 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a

motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One Million Dollars (\$1,000,000) per incident or occurrence.

23.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

23.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

23.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of

CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.

- 23.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 23.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 23.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 23.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, the COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 23.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-: VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

- 23.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 23.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 23.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

24. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus
Behavioral Health and Recovery Services
Attention: Contract Manager
800 Scenic Drive
Modesto, CA 95350

Contractor: Marshall D. Langfeld, Senior Vice President and CFO
Telecare Corporation
1080 Marina Village Parkway, #100
Alameda, CA 94501
(510) 337-7950

25. CONFLICTS

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

26. SEVERABILITY

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

27. AMENDMENT

This Agreement may only be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

28. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

29. RELATIONSHIP OF PARTIES

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

30. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

31. ASSIGNMENT

31.1 COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably withheld.

31.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

32. AVAILABILITY OF FUNDS

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, or local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

33. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

34. VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

35. TERM

35.1 This Agreement shall commence on March 1, 2014 and continue through June 30, 2015. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

35.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR 's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

36. SURVIVAL

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 5, "Billing and Payment", Paragraph 10, " Confidentiality and Information Security", Paragraph 13, "Records", Paragraph 22, "Indemnification", Paragraph 31, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date (s) shown below.

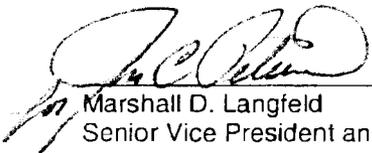
**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

TELECARE CORPORATION

Madelyn Schlaepfer, Ph.D., CEAP Date
Behavioral Health Director



Faith Richie 8-5-13
Senior Vice President Date



Marshall D. Langfeld 8-5-13
Senior Vice President and CFO Date

APPROVED AS TO FORM
John P. Doering, County Counsel

Dean Wright
Deputy County Counsel

BOS Action Item: _____, _____

35.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR 's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

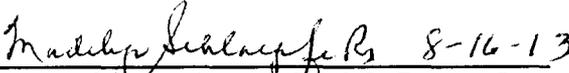
36. SURVIVAL

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 5, "Billing and Payment", Paragraph 10, " Confidentiality and Information Security", Paragraph 13, "Records", Paragraph 22, "Indemnification", Paragraph 31, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date (s) shown below.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

TELECARE CORPORATION



Madelyn Schaefer, Ph.D., CEAP Date
Behavioral Health Director

Faith Richie Date
Senior Vice President

Marshall D. Langfeld Date
Senior Vice President and CFO

APPROVED AS TO FORM
John P. Doering, County Counsel



Dean Wright
Deputy County Counsel

BOS Action Item: 2013-405, 8/13/2013

Psychiatric Health Facility (PHF) Program

1. SERVICES

- 1.1 CONTRACTOR and COUNTY understand that the actual date the PHF program operations will begin is dependent on completion of the remodeling of the PHF facility and is uncertain.. Both parties agree that CONTRACTOR shall be required to hire and orient staff, procure furniture, equipment and supplies, and perform various other functions prior to the actual date the PHF program begins admissions. COUNTY agrees to keep CONTRACTOR informed of changes or delays in the anticipated occupancy date of the PHF facility..
- 1.2 CONTRACTOR shall successfully meet all licensing requirements pursuant to California Welfare and Institutions Code, Section 4080 et seq, 5150-5157 and 5600 et seq and California Code of Regulations, Title 22, Division 5, Chapter 9 et seq; and California Health and Safety Regulations, Section 1275. COUNTY will assist CONTRACTOR with licensing requirement.
- 1.3 CONTRACTOR and COUNTY shall ensure that the Psychiatric Health Facility (PHF) is eligible for Medi-Cal Certification pursuant to California Code of Regulations, Title 9, Chapter 11.
- 1.4 CONTRACTOR is required to use the COUNTY's Electronic Health Record system for services provided under the terms of this Agreement.
- 1.5 CONTRACTOR shall operate the PHF as a 24-hour, 7-day a week community-based locked intensive treatment program for individuals experiencing a mental health crisis. Onsite services will be provided to individuals who are admitted either voluntarily or involuntarily (pursuant to WIC 5150). A robust treatment program focused on preparation for a less restrictive level of care is at the core of services to be provided.
- 1.6 CONTRACTOR shall operate the PHF as a multidisciplinary, culturally competent team with appropriate licenses and credentials will provide acute stabilization, a robust treatment program of active therapies, discharge planning, and resource and supports mobilization. PHF staff shall assess individuals' psycho-pharmacological needs and quickly deploy interventions to decrease distress and acute symptomatology. PHF program will offer a complete regime of active treatment, including psycho-educational groups, stress and anger management, and cognitive behavioral interventions. The PHF program shall also address co-occurring disorders. The PHF program shall also integrate families into the treatment process.
- 1.7 CONTRACTOR shall keep the use of seclusions and restraints to a minimum. CONTRACTOR shall report to COUNTY each use of seclusions and restraints and COUNTY shall review each such use.
- 1.8 CONTRACTOR shall ensure psychiatrists are Board certified (preferable) or Board eligible (at a minimum), serve as members of the Medical-Clinical staff of the facility, and deliver psychiatric individual care services to all individuals

served. Psychiatrists will provide active psychiatric treatment to patients in the facility seven days a week/ 24 hours per day, and provide psychiatric administrative services, including a qualified psychiatrist to act as Medical Director of the facility.

- 1.9 CONTRACTOR shall ensure that psychiatric care in the PHF includes the following services:
 - 1.9.1 Psychiatric Assessments.
 - 1.9.2 Medication prescribing and monitoring.
 - 1.9.3 Daily visits.
 - 1.9.4 Supportive patient counseling.
 - 1.9.5 Documentation of psychiatric services.
 - 1.9.6 Coordination of services of overall patient health care needs.
 - 1.9.7 Coordination of services with Outpatient Services as needed.
- 1.10 CONTRACTOR shall ensure the PHF program includes Comprehensive treatment planning to include regular mental status examinations, medical evaluation, psycho-social assessment, nursing assessment, drug and alcohol screening, multi-disciplinary treatment program (active therapies), individualized treatment planning and after care planning.
- 1.11 CONTRACTOR shall conduct multidisciplinary treatment team meetings routinely and frequently. At the treatment team meeting, the team will review each individual, identifying problems and appropriate responses. The team will use the meeting to update treatment plans, review and revise legal status (as necessary), and update discharge plans. Team members will exchange relevant clinical information. When indicated, family members, probation officers, case managers and other members of the individual's support system are invited to participate along with COUNTY designated liaisons.
- 1.12 CONTRACTOR shall ensure the PHF program includes a comprehensive psychiatric and medication evaluation by psychiatric staff and provision of daily medication services. Face-to-face contact with a psychiatrist is required a minimum of six times per week.
- 1.13 CONTRACTOR shall ensure that an Admission History and Physical to be administered within 24-hours of admission per CCR Title 22, by a medical professional and ability to obtain medical/specialty services as appropriate per licensing regulations. Ongoing medical screening services in the event of a need for more serious or emergent medical care.
- 1.14 CONTRACTOR shall include in the PHF program three meals and snacks for residents daily based on monthly menus that meet licensing and certification requirements. The PHF program will have a dietician available as needed, and

make nutritional consults available when an individual's nutritional needs require specialized attention.

- 1.15 CONTRACTOR shall operate the PHF program to include a schedule of active therapies as part of the treatment program inclusive of group therapy, skill development and consumer education activities, occupational therapy, art therapy, Recovery focused treatment, family therapy, recreational and exercise programs. Treatment planning is expected to meet the individual needs of the consumer. Scheduled activities can include formal group therapy, family therapy and multifamily therapy and psycho educational groups. Medication education may be provided both on an individual and group basis.
- 1.16 CONTRACTOR shall include peer and family support activities integrated into programming, including a daily (7 days a week) presence by Peer Support Specialists whose primary roles will be to welcome individuals to the program and assist them in meeting their self-defined goals for health, wellness, and recovery. Whenever possible and clinically indicated, CONTRACTOR shall work with the family as a whole in recognition of the necessity of natural supports in recovery. Families shall be encouraged to take advantage of peer support and various other community resources.
- 1.17 CONTRACTOR shall actively assist clients to apply for benefits as applicable, including, but not limited to Medi-Cal, SDI and SSI. This shall include working with and assisting eligibility workers and others with currently available benefits as well as benefits that might be come available as the result of the Affordable Care Act or any benefit coverage available to the client.
- 1.18 CONTRACTOR shall operate the PHF to include aftercare and disposition planning to appropriate resources such as:
 - 1.18.1 Intensive community treatment programs, such as a Crisis Residential or sub-acute facility.
 - 1.18.2 Mental Health Rehabilitation Centers for individuals needing an intensive level of care.
 - 1.18.3 Skilled Nursing Facilities.
 - 1.18.4 Mental Health and Substance Use Disorder services through the County's Behavioral Health and Recovery Services or other community-based providers of mental health and/or substance abuse treatment services.
 - 1.18.5 Existing care providers.
 - 1.18.6 Wellness centers, family and peer run services and organizations.
 - 1.18.7 Certification Review Hearings in accordance with WIC 5250 through 5270.35, as well as administration of Lanterman-Petris-Short Act (LPS) filings for Temporary Conservatorship as needed.

- 1.18.8 Culturally and linguistically appropriate services. Services are to be provided by professional and paraprofessional staff with similar cultural and linguistic backgrounds to the consumers being served.
- 1.19 CONTRACTOR shall ensure that the PHF program shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to California Code of Regulations (CCR), Title 22, Division 5, Article 3, section 77061. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff requiring state licensure or certification, will be required to be licensed or certified in good standing in the State of California.
- 1.20 CONTRACTOR shall ensure the PHF program includes diverse staffing that is representative of the local community and places value on the lived experiences of family members and peers.
- 1.21 CONTRACTOR shall include in the PHF program a variety of specialty services to provide comprehensive treatment services at the PHF and to comply with licensing and certification standards, specifically CCR, Title 22, Division 5, Article 3, sections 77059 –77079.13. It is the responsibility of the vendor to acquire the following services:
- 1.21.1 Professional medical services for required History and Physical examinations and medical/specialty services as appropriate per licensing regulations.
- 1.21.2 Laboratory services, including the ability to obtain needed samples.
- 1.21.3 Contracted food services. The facility will not have a commercial kitchen, therefore prepared food will be delivered to the site, where it can be warmed and served.
- 1.21.4 Laundry services.
- 1.21.5 In-county transportation services for disposition.
- 1.22 CONTRACTOR shall effectively collaborate with community partners and resources, and in some cases establish clear Memorandum of Understanding agreements. COUNTY will be a full partner with the vendor in negotiating key MOUs and will collaborate with the vendor regarding operation and design of services. COUNTY will be an active partner in the ongoing operation of the service. Other collaborative services include:
- 1.22.1 Developing agreements with the local Emergency Departments for transfer of care is required. Individuals will be transferred via the BHRS Community Emergency Response Team from the Emergency Departments. In addition, emergent medical conditions that develop while at the PHF will require transfer to local Emergency Departments or other appropriate medical facilities.

- 1.22.2 Collaboration with outpatient medical services in the community for general and specialty medical care that includes chronic medical conditions such as diabetes will also be expected.
- 1.22.3 Contractor will develop and provide pharmaceutical services for clients being treated at the PHF. Contractor will develop relationships with outpatient providers to ensure that the clients are able to access medication services seamlessly after discharge to the community from the PHF.
- 1.22.4 The PHF vendor will coordinate with County Behavioral Health and Recovery Services and their contract providers to assure optimal care is provided to consumers. Consultations with outpatient treatment providers should occur where feasible. Thorough knowledge of existing community mental health and substance abuse treatment resources and referrals agreements will be necessary for disposition planning.
- 1.22.5 Effective use of family member and peer resources and programming will be expected.
- 1.22.6 The vendor in collaboration with Stanislaus County Behavioral Health and Recovery Services shall develop a protocol for transfer to host counties of non-Stanislaus County residents. In addition transfer protocols shall be developed for Veteran Administration and as required by Third Party payers, as appropriate.
- 1.22.7 Transportation agreements with ambulance services will be negotiated with the assistance of Stanislaus County Behavioral Health and Recovery Services.
- 1.22.8 Coordination and collaboration with local law enforcement agencies is essential. MOUs with law enforcement will be required to ensure mutual expectations regarding 5150 assessments, safe transfer of an individual into the service and safety within the PHF are met. These MOUs will be negotiated in conjunction with County.
- 1.22.9 The Patient's Right Advocate is to have access to provide advocacy and support services to consumers in the facility.
- 1.22.10 CONTRACTOR will work in cooperation with the Certification Review Hearing Officer to ensure that Certification Review Hearings take place on site in accordance with WIC 5250 through 5270.35.
- 1.22.11 The vendor will collaborate with BHRS for any and all overflow agreements to other behavioral health units when at capacity.
- 1.23 Although the COUNTY owns the facility, CONTRACTOR is responsible for rent sufficient to pay for major repairs over time, all utilities, telecommunication, janitorial services, security services, and routine maintenance. Furniture and equipment replacement, including the computer and security systems will be the responsibility of the CONTRACTOR. CONTRACTOR and COUNTY agree that

the COUNTY shall bear the responsibility and cost of maintenance and repair of the major structural components of the facility. CONTRACTOR and COUNTY agree that the CONTRACTOR shall bear the responsibility and cost of maintenance and repair caused by normal use as well as excessive wear or abuse by clients, staff or visitors to the PHF program.

2. OUTCOMES

- 2.1 CONTRACTOR shall track linkages and discharge referrals as well as discharge supports provided. CONTRACTOR shall insure that 95% or more PHF program clients will be discharged with appropriate referrals/linkages and/or discharge supports (transportation, family connection, medication), the need for which will be determined by assessment and documented in the treatment plan.
- 2.2 CONTRACTOR shall ensure that PHF program works cooperatively to provide a seamless transition for individuals from the Crisis Stabilization Unit (CSU) into treatment, in the event COUNTY establishes a CSU.
- 2.3 CONTRACTOR shall track and report the PHF rates of readmission and as part of the PHF program provide effective discharge planning achieve a readmission rate at or below state benchmark for a PHF.
- 2.4 CONTRACTOR shall work collaboratively with COUNTY to develop approaches and treatment strategies for individuals with frequent readmissions to the PHF to assist with them receiving services in the least restrictive setting.
- 2.5 CONTRACTOR shall provide timely and efficient services that incorporate the goals of Recovery oriented care. CONTRACTOR shall administer a recovery measures tool such as the Hope Herth Index to all individuals upon admission and discharge.
- 2.6 CONTRACTOR shall, if possible, capture and report to COUNTY the following outcomes from the PHF:
 - 2.6.1 Frequency of critical incidents
 - 2.6.2 Cultural competency of services provided
 - 2.6.3 Recovery orientation of services delivered
 - 2.6.4 Recidivism
 - 2.6.5 Length of stay
 - 2.6.6 Collaboration with local system of care
 - 2.6.7 Individual satisfaction
 - 2.6.8 Customer satisfaction
 - 2.6.9 Percentage of individuals re-hospitalized within 48 hours of discharge
 - 2.6.10 Percentage of individuals that follow up with mental health services outlined in their discharge plan
 - 2.6.11 Percentage of individuals who do not return for another crisis.
 - 2.6.12 Percentage of individuals reporting that the stay was beneficial in resolving their mental health crisis

- 2.7 It is expected that CONTRACTOR will make contact with their clients Primary Care Physician through the process identified in the BHRS policy and procedure 90.2.115..
- 2.8 It is expected that CONTRACTOR will make Primary Care Physician (PCP) contact for 70% of those individuals receiving services with PCPs during the term of this Agreement.

3. BILLING AND PAYMENT

- 3.1 CONTRACTOR and COUNTY understand that the actual date the PHF program operations will begin is uncertain. Both parties agree that CONTRACTOR shall incur costs prior to the actual date the PHF program begins admissions. CONTRACTOR agrees to invoice COUNTY for actual costs incurred prior to the actual date the PHF program begins admissions according to the terms of this agreement. CONTRACTOR agrees that such costs incurred and invoiced prior to actual PHF program admissions will be ordinary and necessary to the Start-up of PHF program operations.
- 3.2 COUNTY shall reimburse CONTRACTOR for services delivered under the terms of this Agreement from the following funding source(s): 2011 Realignment, 1991 Realignment and Medi-Cal funds.
- 3.3 In consideration of CONTRACTOR's provision of services required under the terms of this Agreement, COUNTY shall reimburse CONTRACTOR an amount not to exceed \$6,166,198 for salaries, benefits and other operating costs.
- 3.4 CONTRACTOR shall invoice COUNTY monthly for the services delivered in the previous month, under the terms of this Agreement, including any "supplemental services". "Supplement services" are defined as services that are valid and billable under the terms of this Agreement, that were entered into the database late.
 - 3.4.1 Unless Section 3.4.2 below applies, the monthly invoice shall be equal to the monthly program costs for delivering all the services required by this Agreement. The CONTRACTOR shall provide a monthly expenditure report to accompany the invoice in support of the program costs on the invoice.
 - 3.4.2 The CONTRACTOR shall calculate the cost for delivering only the Medi-Cal billable services by applying a rate agreed to by the parties to the monthly Medi-Cal units of service provided by the CONTRACTOR under the terms of this Agreement. This shall be called the "Interim Cost". In the event this "Interim Costs" amount is greater than the Program Costs for delivering all the services required by this Agreement, Section 3.4.1 above, CONTRACTOR shall used the "Interim Cost" calculated in this Section on the monthly invoice. CONTRACTOR shall provide a document showing the calculation in this Section with each monthly invoice, whether this calculation is larger than the amount in Section 3.4.1 or not.
- 3.5 COUNTY shall reimburse CONTRACTOR for any undisputed invoices, which COUNTY and CONTRACTOR agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. CONTRACTOR agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. CONTRACTOR understands that the maximum amount to be paid by the COUNTY during the term of this Agreement is \$6,166,198. CONTRACTOR shall manage the program

operations and program costs to insure the provision of services for the full term of this Agreement.

- 3.6 COUNTY and CONTRACTOR shall reconcile the invoiced units of service to the approved units of service on a semi-annual basis.
- 3.7 CONTRACTOR shall provide COUNTY a quarterly projection of annual expenditures. In the event projected annual expenditures are to be less than the Contract Maximum, the rate used to calculate the monthly invoices may be modified to reflect the reduced cost of providing the required services.
- 3.8 CONTRACTOR shall submit an annual Cost Report to COUNTY, and COUNTY shall settle to the CONTRACTOR's actual costs of delivering the services during the term of this Agreement in approximately January 2015 for the services delivered during Fiscal Year 2013/14 and January 2016 for the services delivered during Fiscal Year 2014/15. Settlement is limited to the Contract Maximum for the entire period of this Agreement following the Cost Report settlement calculations in approximately January 2016.
- 3.9 Notwithstanding any other provision of this agreement, final settlement shall include direct and indirect costs, which may include operating income that is not allowable through Medi-Cal reimbursement, equal to the amount listed in CONTRACTOR's approved budget not to exceed COUNTY's net cost or the agreement maximum.
- 3.10 CONTRACTOR understands that COUNTY desires to maximize funding for support of the PHF program including Medi-Cal Federal Financial Participation (FFP) for eligible clients. CONTRACTOR shall be accountable for submitting/entering any and all services that are eligible for any form of reimbursement, including Medi-Cal, into the COUNTY's Electronic Health Record.

4. DUPLICATE COUNTERPARTS

The Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both/all parties.

**Confidentiality and Information Security Provisions
Direct Service Providers**

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network.
- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

**Confidentiality and Information Security Provisions
Direct Service Providers**

- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IHI 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 BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

**BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95320
(209) 525-6225**

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
- (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DMH Information Security Officer of the Department of Mental Health.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

**Confidentiality and Information Security Provisions
Direct Service Providers**

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

STATEMENT OF COMPLIANCE

- A. CONTRACTOR agrees, unless specifically exempted, to be in compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.
 5. All provision of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.
- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.
 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.
- C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
- E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May4, 1977.

MHP Claims Certification and Program Integrity

TO: Stanislaus County, Behavioral Health and Recovery Services

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries were conducted in compliance with the requirements established by the Stanislaus County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Name

Date

Title

Agency