

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECARE CORPORATION

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Telecare Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing care for non-adherent tuberculosis patients under order of State/Local civil detention.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$321,930). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020, through June 30, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be

combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation,

familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified

Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Matthew Geltmaker, Health Services Manager
Address: 225 37th Ave. Room 19, San Mateo, CA 94403
Telephone: 650-573-2077
Facsimile: 650-573-2875
Email: mgeltmaker@smcgov.org

In the case of Contractor, to:

Name/Title: Leslie Davis, SVP and CFO
Address: 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501
Telephone: 650-337-7950
Facsimile: 650-337-7963
Email: ldavis@telecarecorp.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Telecare Corporation


Faith Richie (May 22, 2020 09:13 PDT)

Contractor Signature

05/22/20
Date

Faith Richie
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

This agreement defines the responsibilities of the California Department of Public Health (CDPH), Tuberculosis Control Branch (TBCB), San Mateo County Health System, Public Health, Policy and Planning Division, Tuberculosis Control Program (San Mateo County), local health department (LHD) TB programs, and Telecare Corporation (Contractor) for patient admission to the regional civil detention facility identified in this agreement.

The patients referred to in this agreement are persistently non-adherent tuberculosis (TB) patients who are either under a Health Officer's Order of Detention for Completion of Treatment in accordance with Health and Safety Code § 121365(e) or a court ordered detention for completion of therapy.

I. Regional Facility

Contractor will provide services at a regional civil detention site for noninfectious persistently non-adherent tuberculosis (TB) patients, Cordilleras Mental Health Rehabilitation Center (CMHRC, or "the facility"), a licensed mental health rehabilitation center located at 200 Edmonds Road, Redwood City, CA 94062.

II. Facility Requirements

- A. Contractor agrees to ensure that CMHRC will meet the following requirements:
1. Maintain current licensure by the State of California as a mental health rehabilitation center
 2. Provide a system or systems for elopement prevention consisting of one or more of the following:
 - 24-hour security
 - Closed circuit television
 - Electronic monitoring
 - Locks or alarms on all accessible exit doors
 - Key pad electronic entry and exit
 3. Indoor recreation activities
 4. Outdoor recreation area
 5. Reasonable accommodation of persons with disabilities

III. Patient Admission, Refusal and Discharge

- A. The CDPH TBCB civil detention coordinator must give prior approval for a proposed admission. If the patient has multi-drug resistant TB (MDR TB), additional approval must also be granted by the CDPH TBCB MDR TB Consultation Service's physician.
- B. The patient must be under a health officer's order of detention pursuant to Health and Safety Code §121365(e) or court order for civil detention.
- C. CMHRC will review each case prior to admission to ensure the patient meets CMHRC admission criteria.
- D. In accordance with CMHRC's admission policies (pages 14 and 16), the patient must:
 1. Be clinically non-infectious in accordance with the most recent and up-to-date California Tuberculosis Controllers Association (CTCA) and CDPH Joint Guideline

<https://ctca.org/guidelines/cdph-ctca-joint-guidelines/> on the assessment of TB patient infectiousness and placement into high and lower risk settings.

2. Have an Axis I diagnosis, using the Diagnostic and Statistical Manual for Mental Disorders criteria, and require care and rehabilitation in a 24-hour setting (CMHRC policies 9.1.2, page 14 and 9.1.5, page 16 'Admissions Criteria' and 'Referral Process').
 3. Be between the ages of 18 and 65 years old
 4. Not be any of the following:
 - a. a sexual predator,
 - b. in an acute phase of a psychiatric disorder and/or suicidal,
 - c. violent, destructive, assaultive, or demonstrating otherwise unmanageable behavior,
 - d. pending conviction of a crime or have an outstanding arrest warrant; or otherwise judged by CMHRC staff to be too disruptive for the facility milieu.
- E. Discharge of a Patient Disruptive to the Facility Milieu
1. CMHRC reserves the right to discharge a patient back to the sending LHD prior to the expiration of the order for detention if the patient:
 - a. becomes violent, destructive, assaultive, or demonstrates otherwise unmanageable behavior, or
 - b. violates facility rules to such an extent that the safety of CMHRC staff and/or other patients is threatened.
 2. Should CMHRC make a decision to discharge, CMHRC agrees to immediately notify San Mateo County, the sending LHD, and CDPH TBCB.
 3. The sending LHD will be responsible for both the arrangement and cost of transportation for the patient.
 4. The sending LHD should ensure that the patient is transferred as soon as possible, but no later than 48 hours after CMHRC has decided to discharge the patient. Should CMHRC determine that an immediate removal is necessary, and the sending LHD is not able to arrange for transportation of the patient, CMHRC should arrange for transportation of the patient.
 5. In the event that the patient cannot be immediately removed, the sending LHD will be responsible for any costs incurred by CMHRC to ensure the safety of the TB detention patient and/or other patients and staff at CMHRC.
- F. Discharge upon Completion of Therapy, an Expired Health Officer Order or an Expired Court Order
1. The sending LHD is responsible for:
 - a. notifying CMHRC in advance of the expiration of a detention order,
 - b. determining the need for a court review to extend the detention period,
 - c. ensuring the patient is discharged within 24 hours following completion of therapy or expiration of a legal order for detention, and
 - d. arranging for transportation of the patient back to the sending LHD.

For questions regarding the program agreement and admission of a civil detention patient, contact the CDPH TBCB Civil Detention Coordinator, Lisa True, R.N., M.S.N, at (510) 620-3054 or Lisa.True@cdph.ca.gov.

G. Notification by CMHRC Regarding Elopement of a Patient

CMHRC agrees to immediately notify the sending LHD, San Mateo County and CDPH TBCB if a detained patient elopes from the facility.

H. For additional information about the admissions and referral criteria refer to policies 9.1.2 CMHRC 5/9/05 Admissions Criteria (page 14) and 9.1.5 CMHRC 5/23/05 Referral Process (page 16).

IV. Facility Services

A. Contractor agrees to provide services at Cordilleras Mental Health Rehabilitation Center, located at 200 Edmonds Road, Redwood City, CA 94062. Services include, but are not limited to:

1. Room accommodation that includes access to toileting and bathing; staff to assist with activities of daily living (e.g., transfer, dressing) if needed; meals, housekeeping, and laundry; use of a private telephone if telephone participation in a court review is necessary; reasonable accommodation of persons with disabilities.
2. Provision of nursing care for the administration of TB medication by directly observed therapy (DOT). CMHRC staff must observe patient's ingestion of every dose of tuberculosis medication. Missed doses or a patient's refusal to take medication shall be reported to the CMHRC Administrator and the sending LHD within one (1) working day.
3. TB medical management provided by CMHRC in consultation with the sending LHD as follows:
 - a. Monitoring the patient's clinical progress while at CMHRC,
 - b. ordering and performing necessary diagnostic tests,
 - c. adjusting the patient's medication regimen,
 - d. treating co-morbid conditions as necessary, and
 - e. coordinating the discharge of the patient with the sending LHD to ensure continuity of care.
4. Provision of first line anti-TB medications to include, but not limited to, Isoniazid, Rifampin or Rifapentine, Ethambutol, and Pyrazinamide
5. Provision of language interpreters, if necessary, in accordance with Title VI of the Civil Rights Act of 1964
6. Mental health, substance abuse and spiritual counseling
7. Recreation
8. Visiting privileges
9. Elopement prevention

V. Case Management of TB Patients

A. The sending LHD has primary responsibility for the case management of the detained TB patient, including:

1. Monitoring the patient's progress and response to TB treatment (at minimum, on a monthly basis)
2. Monitoring the need for judicial review; ensuring that court reviews occur in a timely manner

and in accordance with statutory requirements; obtaining required paperwork

3. Determining the earliest time for the appropriate release of the patient from detention
4. Preparing a discharge plan in cooperation with the CMHRC social worker and coordinating the discharge plan
5. Arranging for transportation to and from CMHRC, including transportation to and from court reviews as needed
6. Providing medical orders, in writing, to the CMHRC, and coordinating medical care with the attending physician
7. Minimizing the workload of, and expense to, San Mateo County

VI. Court Review

Pursuant to Health and Safety Code §121366, a person under order of detention must be allowed a court review within 60 days of the Health Officer's Order for Detention to authorize the detention. Thereafter, a court review is necessary every 90 days to continue the detention.

The sending LHD will determine whether the TB detention patient will be transported back to the sending LHD to attend the court review or if the patient will participate by telephone. The sending LHD is responsible for expenses associated with the patient's participation in the court review.

POLICY NUMBER 9.1.2 – ADMISSIONS CRITERIA

Policy No.: 9.1.2 Application: CMHRC Date of Policy: 9-1-99 Date of Revision: 5/9/05

POLICY TITLE: ADMISSIONS CRITERIA

POLICY STATEMENT:

Cordilleras is a 68-bed Mental Health Rehabilitation Center. The program offers evaluation, treatment and psychosocial rehabilitation. The average length of stay is 9 months, though some clients may stay one year or more. Special emphasis is placed on addressing problems that interfered with clients' ability to live in the community. Cordilleras admits persons who are suffering from persistent and severe mental illness and who have had acute hospitalizations. Some have also had hospitalizations at state hospitals. Clients come from contracting counties and the Veterans' Administration. They are referred from acute inpatient units, state hospitals and other hospitals and facilities.

A. Specific Admissions Criteria

1. Age range is 18-65 years of age.
2. Legal status is voluntary, temporary conservatorship, full conservatorship, or Civil Detention (D.O.T. clients only).
3. Referred individuals should have an Axis I diagnosis, using DSM IV criteria (to be worked out on a case by case basis), and require care and rehabilitation in a 24-hour setting.
4. The decision to admit individuals who are potentially dangerous to others and/or to themselves will be based upon clinical assessment, census and staffing. The capacity of the milieu to tolerate any highly disruptive behavior at the particular time will also be considered. Cordilleras retains the right to refuse individuals or delay admissions based on the above.
5. Individuals with past and/or current criminal justice involvement will be specifically and carefully screened. All admissions of criminal justice system individuals require the approval of the Medical Director, Clinical Director, Administrator, Director of Nursing, and the Deputy Director of Mental Health (or designee). Criminal justice system clients include individuals released on their own recognizance (O.R.); placed on probation or parole with mental health treatment conditions; CONREP clients who need brief inpatient services for stabilization and/or placement who are imminently dangerous. See policies 9.1.3, "Admission Policy for Individuals with Current Criminal Justice Involvement," and policy 9.1.4, "Admission for Individuals on 180-Day Post Certifications.
6. Funding is provided through Medi-Cal and Short-Doyle programs. Medi-Cal should be applied for prior to admission. Private insurance, private pay and other non-governmental third parties may be payment source for a small number of clients.

B. The following individuals will not be acceptable for admission:

1. Individuals whose degree of organicity, dementia or development disability impairs their ability to function even with minimal expectations and those who are unable to manipulate the physical environment.
2. Individuals whose primary diagnosis is substance abuse or antisocial personality disorder.

3. Non-ambulatory individuals and those with serious acute medical problems may be denied admission if the care required is beyond Cordilleras' capabilities.
4. Individuals with an infectious disease for whom proper isolation cannot be provided or who cannot cooperate with needed isolation procedures and restrictions.
5. Individuals with a pronounced history of violent, assaultive and/or destructive behavior that is not the result of a psychotic state.
6. Individuals who are currently engaging in pronounced violent, assaultive and destructive behavior.
7. Individuals requiring drug and alcohol detoxification.
8. Individuals who are bedridden or non-ambulatory.
9. Individuals on any life support system.
10. Individuals on a W&I Code 5150 or 5250 hold.
11. Mentally Disordered Sex Offenders (MDSO's) or individuals with a history of child molestation.

- C. Admissions criteria alone may, at times, be insufficient to accurately determine appropriateness for treatment and rehabilitation. Special case-by-case decisions will be made in consultation with the Medical Director, Clinical Director, Director of Nursing, and the Administrator.

Cordilleras's admission policies take into account our abilities and limitations as well as the service needs of the counties, and when necessary, Cordilleras will try to provide solutions to placement problems.

- D. Cordilleras maintains a policy of equal access to treatment and rehabilitation for all individuals meeting admission criteria. There is no discrimination on basis of race, ethnicity, religion, ancestry, gender, national origin, sexual orientation, or disability. Admission policies will be in compliance with Title IX, Section 784.26.

The program's admissions practices do not discriminate on the basis of source of payment. No third party guarantees or inappropriate assurance by individuals are sought. The Admission Agreement contains explanations of these practices.

- E. Individuals from San Mateo Medical Center will always be considered a priority referral over all other referral sources. Those on "administrative days" status will be treated as "high priority."

- F. Cordilleras MHRC does not maintain a Waiting List. A referral List is in place and is continually updated by Cordilleras and referring facilities.

POLICY NUMBER 9.1.5 – REFERRAL PROCESS

Policy No.: 9.1.5
Application: CMHRC Date
of Policy No.: 9-1-99 Date
of Revision: 5/23/05

POLICY TITLE: REFERRAL PROCESS

POLICY STATEMENT:

The Social Services Department of Cordilleras MHRC will screen and evaluate referred individuals from acute care hospitals, state hospitals and other facilities. It is the responsibility of the department to ensure that all admitted clients fall within admission criteria categories and that they are clinically ready for a sub-acute level of care and psychosocial rehabilitation.

PROCEDURE:

A. San Mateo County Referrals

1. All referrals get prior authorization from San Mateo County Resource Management. Designated staff at the referring site provide a completed Referral Fact Sheet, a Psychiatric Admission Summary, a History and Physical, Medication Orders, Progress Notes, Consultation Reports (when indicated), and a Current PPD and/or Chest X-ray to Cordilleras. Usually a telephone contact precedes the Referral Fact Sheet. The Admissions Coordinator or designee reviews the Referral Fact Sheet and attachments and checks for comprehensive, descriptive and accurate information.
2. A referral is considered "official" when Cordilleras has received the completed Referral Packet. The Admissions Coordinator (or designee) reviews the medical record and may assess the individual in person. There may be consultation with the current treatment team and family, if indicated. There may be requests for further medical information or further details of psychiatric or social history. Particular attention is paid to prior and/or current involvement with the criminal justice system. (See P&P 9.1.3). It is imperative to have comprehensive and accurate information.

B. Referrals From Other Counties

1. Procedure is similar to San Mateo County process. Referring facilities will be asked to send referral packets. Cordilleras then may be able to make a decision based on written information. Personal assessments are always highly desirable and recommended; however, at times, distance may make them impractical. Telephone contact with primary therapist, social worker or other treatment staff at the referring facility is used to further consult about clinical readiness for a sub-acute level of care.

C. Veterans' Administration Referrals

1. The treating staff at the V.A. hospital obtains consent for referral and transfer from legal guardian, if indicated. The V.A. social worker in charge of discharge planning contacts Cordilleras and provides a completed Referral Fact Sheet and referral packet. After a review of the referral packet, the individual may be assessed in person.

D. State Hospital Referrals

1. Referrals for individuals currently at a state hospital are handled in a similar fashion.

E. Voluntary Referrals

1. Referred individuals who have a voluntary legal status may be asked to tour Cordilleras prior to making a decision to admit them. Family members and significant others of any referred person can call the Admissions Coordinator to arrange for a tour of Cordilleras.

F. Directly Observed Therapy (D.O.T.) Referrals

1. **For Referring Counties:** Please see Protocol for the Detention of Persistently Non- Adherent Tuberculosis Patients at Cordilleras Mental Health Center, 2005. The referring county will complete the DOT Program Referral Form and include any medical, legal, and psychosocial history available. The client must have an Axis I psychiatric diagnosis. The referring county will complete the Assessment of Signs and Symptoms of Tuberculosis form. Based on the data included in the DOT referral paperwork, additional information may be necessary to make final decisions regarding the pending admission. An interview with the potential DOT patient may be scheduled. Once all data is received from the referring facility/agency, Cordilleras will attempt to make a decision regarding the possibility of admission within 2 to 3 working days. **All** DOT admissions must be clinically non-infectious in accordance with the most recent and up-to-date California Tuberculosis Controllers Association (CTCA) and CDPH Joint Guideline on the assessment of TB patient infectiousness and placement into high and lower risk settings. The county of origin is responsible for providing transportation of the client to and from Cordilleras, including any pertinent court hearings that take place. If it is necessary for the client to spend days away from the facility due to a hearing out of county, the county of origin shall provide lodging.
2. Cordilleras can put the client on a paid bed-hold for that time period. All DOT admissions must be on Civil Detention within the county of origin. A copy of the civil detention order must accompany the client to Cordilleras.

G. Community Referrals (San Mateo County)

1. Direct referrals from home or from residential settings will be considered following the approval of San Mateo County Resource Management.
2. Designated staff from the referring outpatient clinic will provide a completed Referral Fact Sheet and referral packet to Cordilleras.
3. The Admissions Coordinator or designee will review the referral form and referral packet, and contact the appropriate referral source for additional information or clarification as needed.
4. The Admissions Coordinator may assess the referred individual in person to determine clinical appropriateness for admission.
5. Cordilleras may require community referrals to be medically cleared at San Mateo Medical Center prior to admission.

H. Approval and Admission Procedures

1. The Admissions Coordinator or Designee discusses all referrals with the Clinical Director. Client referrals will be routinely reviewed for any outstanding medical problems by the D.O.N., A.D.O.N., or Medical Director. In particularly complex cases, the treatment teams, the Director of Nursing, the Medical Director and the Administrator all may be involved. All "criminal justice" admissions require the approval of the Administrator (See P&P 9.1.3).
2. When a decision has been reached to accept a person and a bed is available, a transfer date is confirmed with the referring facility. The referral source is asked to ensure that all paperwork is in order. Also, they may be asked to send a certain amount of medications with the prospective client.
3. The Admissions Coordinator or designee is responsible for informing appropriate staff of the planned admission and communicates this by providing a copy of the Referral Fact Sheet to those individuals. This list includes: Director of Nursing, Assistant Director of Nursing; Floor Registered Unit Managers, Psychiatrist; Internist; Receptionist; Business Office Manager; Transport Worker; and Director of Dietary Services.

All referred individuals are listed in the "Referral Log." When acceptance is contingent on obtaining additional information, further reductions in symptomatology or bed availability, the individual's referral is considered

“pending.” Individuals who do not fit admission criteria are considered “unacceptable.” The referring facility will be responsible for notifying the client. The Referral Log contains information on each person’s final status. The monthly report of the Social Services Department contains the summarized information of referrals, admissions and discharges.

CONTACTS

Cordilleras Mental Health Rehabilitation Center

200 Edmonds Road Redwood
City, CA 94062 Telephone
(650) 367-1890
Fax (650) 369-6465

Administrator

Crystal Hutchinson, MFT
chutchinson@telecarecorp.com

Social Services Director (Responsible for Admissions)

John Berkes
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Clinical Director

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Director of Nursing

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Physician

Dawn Harbatkin, M.D.
dharbatkin@healthright360.org

County of San Mateo

Cassius Lockett
Director of Public Health, Policy and Planning
225 37th Ave.
San Mateo, CA 94403 Telephone
(650)573-2104
Fax (650) 573-2919
clockett@smcgov.org

California Department of Public Health Tuberculosis Control Branch

Lisa True, R.N., M.S.N.
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804
Telephone (510) 620-3054
FAX (510) 620-3031
Lisa.true@cdph.ca.gov

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. CDPH TBCB and the County only authorize payment for services rendered to TB patients who are under a lawful civil detention order or court order pursuant to Health and Safety Code §121365(e) and have prior approval for reimbursement by CDHS TBCB. The maximum daily reimbursement rate per patient is \$294.
2. Prior approval by County and CDPH TBCB for admission to CMHRC is required for reimbursement. Reimbursement is dependent on compliance with the policies and procedures included in this Agreement.
3. CMHRC may accept patients from local health jurisdictions other than San Mateo County.
4. CMHRC may admit more than one approved civil detention patient at a time.
5. Reimbursement for additional bed days (beyond 365) may be possible but must be negotiated in advance with the CDPH TBCB and is dependent on availability of funds, approval of reimbursement for the detention by CDPH TBCB and agreement by CMHRC to accept patient(s).
6. In the event that a patient requires services not described in Section IV, CMHRC may seek reimbursement from the sending LHD. The need for these services must be discussed with the sending LHD before services are rendered.
7. In the event that a civil detention patient requires medical treatment in an acute care or out-patient setting for a condition not related to the diagnosis of tuberculosis, responsibility for reimbursement of such care will become that of the patient, third party insurer, or the sending LHD as required by state or local statute.
8. Not all individual situations can be covered by this agreement. If other issues arise, they will be discussed between San Mateo County, CMHRC, CDPH TBCB and the sending LHD. Examples include medical management of co-morbid conditions or MDR-TB.
9. Use of these funds is subject to the policies and procedures outlined in the Tuberculosis Control Local Assistance Funds, Standards and Procedures Manual, Fiscal Year 2016-17. Requirements for civil detention are described in this manual.

Quarterly invoices shall be sent to: Public Health, Policy and Planning - TB
Attn: Marissa Wagner
225 37th Avenue, PONY HLT324
San Mateo, CA 94403

The maximum daily reimbursement rate per patient shall not exceed TWO HUNDRED NINETY-FOUR DOLLARS (\$294).

CMHRC will maintain THREE HUNDRED SIXTY-FIVE (365) bed days per year for TB regional civil detention for the period of July 1, 2020 through June 30, 2023.

The total amount of funds paid for all of the services provided for the term of this agreement shall not exceed THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$321,930).