



## COUNTY OF HUMBOLDT

For the meeting of: October 24, 2017

Date: October 3, 2017

To: Board of Supervisors

From: Connie Beck, Director *ECB for CB*  
Department of Health and Human Services – Mental Health

Subject: Provider Service Contract with Redwood Coast PACE Regarding the Provision of Mental Health Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Provider Service Contract regarding the provision of mental health services between the County of Humboldt and Redwood Coast PACE;
2. Authorize the Director of the Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”) to execute the attached Provider Service Contract with Redwood Coast PACE; and
3. Authorize the DHHS – Mental Health Director, or a designee thereof, to sign future amendments to the attached Provider Service Contract, after review and approval by County Counsel, Risk Management and the County Administrative Officer.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Larry Groom, Administrative Analyst

CAO Approval *Joshua Hlog*

## REVIEW:

Auditor *KPD*County Counsel *Sm*Human Resources *KK*

Other

## TYPE OF ITEM:

☒ Consent

☐ Departmental

☐ Public Hearing

☐ Other

## PREVIOUS ACTION/REFERRAL:

Board Order No.

Meeting of:

## BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*Ayes *Sundberg, Bass, Bohn, Wilson*

Nays

Abstain

Absent *Fennell*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *10/24/2017*

By:

Kathy Hayes, Clerk of the Board *Kathy Hayes*

## DISCUSSION:

The Program of All-inclusive Care for the Elderly (PACE) was first established in San Francisco in the 1970s as a novel way of keeping frail seniors living in the community as long as possible. PACE provides and coordinates an array of medical, social, and long-term care services and supports to help keep frail seniors out of hospitals and nursing facilities. Eleven PACE organizations currently serve nearly 6,000 seniors statewide in 12 counties.

In September 2014, the Humboldt Senior Resource Center established the local PACE organization, Redwood Coast PACE. Redwood Coast PACE is licensed through the California Department of Health Care Services and the Centers for Medicare and Medicaid Services (CMS).

Redwood Coast PACE is a comprehensive health plan that provides medical, social, nutritional, rehabilitation, and support services for frail adults who qualify. To qualify, participants must be age 55 or older, need a state-certified nursing home level of care, be able to safely live in the community with no harm to themselves or others and reside in the Redwood Coast PACE service area. This service area includes the communities of Eureka, McKinleyville, Arcata, Bayside, Blue Lake, Carlotta, Ferndale, Fields Landing, Fortuna, Hydesville, Korbel, Loleta, Rio Dell, Samoa, Scotia, and Trinidad.

Occasionally, Redwood Coast PACE clients require professional mental health services. The attached Provider Service Contract provides a framework for the provision of mental health services to Redwood Coast PACE clients by DHHS-Mental Health. It also specifies the terms of billing and compensation.

Staff recommends that the Board approve, and authorize the Mental Health Director to execute, the attached Provider Service Agreement with Redwood Coast PACE in order to ensure the provision of needed services to clients with mental illnesses.

## FINANCIAL IMPACT:

Pursuant to the terms of the Provider Service Contract, on execution of this agreement and through June 30, 2020, DHHS-Mental Health will be responsible for the provision of Specialty Mental Health services to Redwood Coast PACE clients during periods of medical necessity. Reimbursement structure will be based on one hundred percent (100%) of the allowable CMS Prospective Service Payment. Under the terms of this agreement, DHHS-Mental will accept this reimbursement as payment in full for services. Estimated revenues for FY 2017-18 are anticipated to be less than \$100,000.

Expenditures and revenues related to this agreement have been included in approved FY 2017-18 budget for DHHS-Mental Health Administration budget unit 1170-424. There is no impact to County General Fund.

Approving the attached Provider Service Contract with Redwood Coast PACE supports the Board of Supervisors' Strategic Framework by seeking to protect vulnerable populations and creating opportunities for improved health and safety.

## OTHER AGENCY INVOLVEMENT:

None.

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the attached Provider Service Contract with Redwood Coast PACE. However, this alternative is not recommended because Redwood Coast PACE

would not be able to reimburse DHHS–Mental Health for the cost of services provided to Redwood Coast PACE clients since the contract provides a framework for billing and reimbursement.

ATTACHMENTS:

1. Provider Service Contract with Redwood Coast PACE for Fiscal Years 2017-2018 through 2019-2020

## PROVIDER SERVICE CONTRACT

This Agreement, entered into this 24<sup>th</sup> day of October, 2017, by and between a California nonprofit public benefit corporation hereafter referred to as **The Humboldt Senior Resource Center, Incorporated (HSRC)**, a California nonprofit public benefit corporation hereafter referred to as **Redwood Coast PACE**, 1910 California Street, Eureka, CA 95501 and the County of Humboldt, by and through its Department of Health and Human Services - Mental Health, 720 Wood Street, Eureka, CA 95501 the health care provider (the "**Contractor**") named on the "Service Description/Negotiated Terms & Variations/Signature Page" (the "Signature Page") attached hereto and incorporated herein by this reference.

WHEREAS **Redwood Coast PACE** has entered into: (a) a PACE provider agreement ("PACE Agreement") with the Department of Health Care Services of the State of California (DHCS) and the Centers for Medicare and Medicaid Services (CMS) pursuant to Section 402 of the 1967 Amendments to the Social Security Act, and (b) a Medi-Cal contract with the California Department of Health Care Services (DHCS) pursuant to Section 14000 *et seq.* of Chapter 7, and Section 14590 *et seq.* of Chapter 8.75, Part 3, Division 9, of the Welfare and Institutions Code (the "Medi-Cal Contract");

WHEREAS **Redwood Coast PACE** wishes to utilize the services of **contractor** relative to the Plan's responsibilities under its agreement with DHCS and CMS and;

WHEREAS **Contractor** is willing and desirous of providing such services to **Redwood Coast PACE**

NOW, THEREFORE in consideration of the material promises herein contained and other valuable consideration, it is mutually agreed as follows:

### Article 1. TERM; TERMINATION; RENEGOTIATION; AMENDMENTS

- 1.1. Term. This Agreement shall begin upon execution by both parties and shall continue in full force and effect until June 30, 2020, unless sooner terminated as provided herein. This agreement shall not become effective until approved in writing by the California Department of Health Care Services (DHCS), or by operation of law where DHCS has acknowledged receipt, verbally or in writing within five (5) working days, of the proposed contract, and has failed to approve or disapprove the proposed contract within sixty (60) days of receipt.
- 1.2. Termination.
  - 1.2.1. For Cause. Either party may terminate this Agreement for the material breach by the other party of any provision of this Agreement, including its exhibits and attachments, if such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days of delivery of a written notice by the non-breaching party (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.
  - 1.2.2. Without Cause. Either party may terminate this Agreement without specification of cause upon giving **ninety (90)** days written notice of such intent to terminate to the other party.
  - 1.2.3. Immediately by Redwood Coast PACE. **Redwood Coast PACE** may terminate this Agreement immediately on notice to **Contractor**:
    - (a) Upon the loss or suspension of any facility or professional license of **Contractor** that is required for the rendering of services to **Redwood Coast PACE** participants; or
    - (b) Upon the failure of **Contractor** to maintain the insurance required under this Agreement; or

- (c) If **Redwood Coast PACE** believes in good faith that the health, welfare or safety of **Redwood Coast PACE's** participants would be placed in immediate jeopardy by the continuation of this Agreement; or
- (d) In accordance with Section 2.16.4.

1.2.4. Upon Termination of Redwood Coast PACE'S PACE Agreement with DHCS/CMS and the State Medi-Cal Contract with DHCS. **Redwood Coast PACE** may terminate this Agreement if its PACE Agreement or State Medi-Cal contract is terminated for any reason. **Redwood Coast PACE** shall notify **contractor** of any such termination immediately upon its provision of notice of termination of the PACE Agreement or State Medi-Cal contract, or upon receipt of a notice of termination of the PACE Agreement from DHCS/CMS, or the State Medi-Cal Contract from DHCS.

1.3. Renegotiation. Either party may renegotiate rates and terms of this Agreement by providing at least **sixty (60)** days prior written notice to the other party before the scheduled termination or automatic renewal date of this Agreement. **Contractor** shall continue to provide services and accept referrals for services while this Agreement is being re-negotiated for renewal. **Redwood Coast PACE** will pay **contractor** for all satisfactorily completed services during this period as negotiated.

1.4. Amendments.

1.4.1. Mutual Agreement. This Agreement can only be amended or modified in writing as mutually agreed upon by both parties. The effective date of such amendment or modification shall be as stated in the written amendment.

Amendments to this agreement shall be submitted to DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved or disapproved by DHCS, shall become effective by operation of law thirty (30) days after DHCS has acknowledged receipt or upon the date specified in written amendment, whichever is later.

1.4.2. Amendment Required By Law. **Redwood Coast PACE** may amend any material term or provision of this Agreement, including any change to the quality improvement or utilization management programs and procedures, as **Redwood Coast PACE** determines is necessary to comply with any law, regulation or other legal requirement, or any interpretation thereof adopted by a court or regulatory agency with jurisdiction, or any requirements of an accreditation agency that accredits **Redwood Coast PACE** by providing written notice setting forth that amendment (the "Notice of Proposed Amendment"). The Notice of Proposed Amendment shall be delivered to **contractor** not less than **forty-five (45) business** days prior to the effective date of the amendment as stated in the Notice of Amendment, unless a shorter time is required for compliance with law ("Notice Period").

- (a) If **contractor** fails to respond to the Notice of Proposed Amendment, the amendment shall be effective on the date stated in the Notice of Proposed Amendment.
- (b) **Contractor** may reject the amendment in writing, by providing notice to **Redwood Coast PACE** of the rejection prior to the expiration of the Notice Period. If the amendment is so rejected in writing, **Redwood Coast PACE** may terminate this Agreement upon **ten (10) business** days notice.
- (c) **Contractor** may negotiate any change to the proposed amendment by delivering to **Redwood Coast PACE** a written proposal of proposed changes within **twenty (20) business** days of the date of the Notice of Proposed Amendment, or any date set forth therein in order to meet a shorter time frame for compliance

with law. The parties shall negotiate in good faith during the remainder of the Notice Period. If the parties cannot mutually agree upon a proposed change prior to the expiration of the Notice Period (or at the end of any extended period of time mutually agreed upon), either party may terminate the Agreement upon ten (10) business days prior written notice to the other.

- 1.5. Turnover and Phase-out Requirement. Contractor agrees that, upon termination of the Medi-Cal Contract between Redwood Coast PACE and DHCS, contractor shall make available to Redwood Coast PACE and DHCS copies of medical records, Member files, and any other pertinent information, including information maintained by any subcontractor, necessary for the efficient case management of Members. Contractor further agrees to assist Redwood Coast PACE with phase-out for the contract which consists of the resolution of all financial and reporting obligations of Redwood Coast PACE.

## Article 2. RESPONSIBILITIES OF CONTRACTOR

### 2.1 Description and Provision of Services.

- 2.1.1. Services. On referral by a Redwood Coast PACE Primary Care Physician, or as otherwise authorized by Redwood Coast PACE Interdisciplinary Team, contractor shall provide the services described on the Signature Page to Redwood Coast PACE participants in accordance with the terms of this Agreement. Further, the contractor agrees to perform all the duties related to its position, as specified in the terms of this Agreement and to be accountable to Redwood Coast PACE.
- 2.1.2. Referral to other Physicians/Providers. If contractor refers Redwood Coast PACE participants to other health care physicians/providers for the performance of services or products that are covered by Redwood Coast PACE, contractor shall make such referrals to other physicians/providers only with the prior approval of an Redwood Coast PACE physician and only to those physicians/providers who are under contract with Redwood Coast PACE, and who are willing and able to provide the required services. Prior written approval from Redwood Coast PACE is necessary before referral to a non-contracting physician/provider except in cases of emergency. The Redwood Coast PACE Primary Care Physician must be notified immediately or within 24 hours of any referral by contractor for emergency services. Emergency services are those health services needed to evaluate or stabilize a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the participant, serious impairment to bodily function, or serious dysfunction of any bodily part organ or part.
- 2.1.3. Assignment/Delegation. Neither party shall assign this Agreement nor delegate any of its duties hereunder without the prior written approval of the other party. The contractor agrees that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from DHCS. In the event that contractor subcontracts for services as approved, contractor's assignment or delegation of its duties and responsibilities to a subcontractor shall not relieve contractor from liability for the discharge of its duties and responsibilities as specified in this Agreement and any other documents incorporated herein by reference. Contractor shall be responsible for each subcontractor's compliance with all requirements for contractor as described in this Agreement.
- 2.1.4. Coverage of Non-Redwood Coast PACE Physicians/Providers. Without limiting Section 2.1.3 (Assignment/Delegation) herein, contractor agrees that should arrangements be made by Contractor with another physician/provider who is not under contract with Redwood Coast PACE to cover contractor's services as requested under this Agreement, such physician/provider shall (a) accept contractor's fees from Redwood Coast PACE as full payment for services delivered to Redwood Coast PACE participants, (b) bill services provided through contractor's office unless Contractor



has made other billing arrangements with **Redwood Coast PACE** (c) not bill **Redwood Coast PACE** participants directly under any circumstances, and (d) cooperate with and participate in **contractor's** quality assurance and improvement program.

- 2.1.5. Copies of Licenses and Certificates. **Contractor** shall provide **Redwood Coast PACE**, as appropriate, copy of **contractor's** business license(s), Medicare/Medi-Cal certifications, certificate of insurance, W-9 and any other business documents requested by **Redwood Coast PACE**, as **Redwood Coast PACE** may require to carry out its obligations under law or its Medi-Cal Contract or PACE Agreement.
- 2.1.6. Service Provision. **Contractor** agrees to be accessible to participants, which means being located or providing services within or near the **Redwood Coast PACE's** service area.
- 2.2. Billing for Payment. **Contractor** shall submit, on a monthly basis and as appropriate, completed UB92 or CMS 1500, and/or any Medicare/Medi-Cal required billing form(s), attached to itemized statement(s) as billing statement(s), after services have been provided. **Contractor** must provide all information as required by Medicare and Medi-Cal on the required form(s), including but not limited to: **Contractor's** UPIN number, Medicare/Medi-Cal provider number and/or tax ID number; appropriate diagnostic and procedure codes using current ICD9, HCPCS and CPT4 coding; **Redwood Coast PACE** Authorization number; **Redwood Coast PACE** participant's name and member identification number; place, dates, times and types of services provided. All **Contractor** billing statement(s) shall be mailed to **Redwood Coast PACE**, Attention: Accounts Payable, 1910 California Street, Eureka, CA 95501.
  - 2.2.1. All services performed under this Agreement shall be billed within **90 days** from the end of the month of service. If services are not billed within 90 days from the end of the month of service, **Redwood Coast PACE** will deny payment for such services.
  - 2.2.2. If **contractor** disputes the amount **Redwood Coast PACE** approves as reimbursement for services in connection with any bill, **contractor** may follow **Redwood Coast PACE** Provider Dispute Resolution process to resolve the dispute. All disputes must be submitted in writing to **Redwood Coast PACE** within one hundred twenty (120) days after **contractor** receives from **Redwood Coast PACE** reimbursement for services which are the subject of the dispute. If **contractor** fails to submit a dispute to **Redwood Coast PACE** within the time specified in this paragraph, **contractor** waives any claim in excess of the reimbursed amount and accepts the reimbursed amount as payment in full.
- 2.3. Payment in Full. **Contractor** shall accept **Redwood Coast PACE's** payment as payment in full and shall not seek any reimbursement for services directly from the **Redwood Coast PACE** participant, Medi-Cal, Medicare or other insurance carrier or provider. **Redwood Coast PACE** participants shall not be liable to **contractor** for any sum owed by **Redwood Coast PACE** and **contractor** agrees not to maintain any action at law or in equity against **Redwood Coast PACE** participants to collect sums that are owed by **Redwood Coast PACE**. Surcharges to **Redwood Coast PACE** participants by **contractor** are prohibited. Whenever **Redwood Coast PACE** receives notice of any such surcharge, **Redwood Coast PACE** shall take appropriate action and **contractor** shall reimburse the participant as appropriate.
- 2.4. Hold Harmless. In accordance with the Medi-Cal Contract and the PACE Agreement, **contractor** will not bill the State of California, CMS and **Redwood Coast PACE** participants in the event **Redwood Coast PACE** cannot or will not pay for services performed by **contractor** pursuant to this Agreement.
- 2.5. Mutual Indemnification. **Contractor** and **Redwood Coast PACE** each shall retain all their respective responsibilities arising under applicable law for all liabilities, losses, damages, claims and expenses of every kind, including costs and attorneys' fees, which result from their respective duties and obligations hereunder, including without limitation those resulting from acts or omissions related to the performance of such duties and obligations (collectively, "Losses"). Nothing in this Agreement shall be construed to alter the application to **Contractor**

and **Redwood Coast PACE** of California law regarding contribution and indemnification with respect to Losses. To the extent not prohibited by applicable policies of insurance, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party"), and the Indemnified Party's respective officers, directors, shareholders, members, employees, representatives and other agents from any and all Losses arising from the duties and obligations of the Indemnifying Party, except to the extent otherwise covered by policies of insurance.

- 2.6. Maintenance of Care & Service Standards/Regulations. During the term of this Agreement, **contractor** shall endeavor to provide services through qualified employees or **contractors**, acting within the scope of their professional licenses, in accordance with the highest professional standards of competence, care and concern for the welfare and needs of **Redwood Coast PACE** participants and in accordance with the laws, rules and regulations of all governmental authorities having jurisdiction over the delivery of care by **Contractor**, including but not limited to applicable facility and professional licensing laws and the California Medical Practice Act. **Contractor** shall be and remain, and cause all of its agents and employees providing care to **Redwood Coast PACE** participants to be and remain, duly and properly licensed at all times. In addition, **contractor** agrees that it shall immediately notify **Redwood Coast PACE** of the termination, suspension or cancellation of any license that is necessary to provide the services contemplated by this Agreement. **Contractor** agrees to meet Medicare or Medi-Cal participation requirements applicable to the services furnished under this agreement.
- 2.7. Monitoring the Quality of Services Provided. **Contractor** agrees to cooperate and comply with **Redwood Coast PACE** Quality Improvement System (QIS). QIS provisions applicable to **contractor** are attached. **Contractor** hereby acknowledges **Contractor** has received such QIS provisions in writing at least fifteen (15) days prior to the Effective Date of this Agreement. Material terms of the QIS program may be amended at any time by **Redwood Coast PACE**, if required by law or by an accrediting agency, in accordance with Section 1.4.22 (Amendments Required by Law).
- 2.8. Credentialing. **Contractor** agrees to cooperate and comply with **Redwood Coast PACE** credentialing standards and procedures. Any applicable section of the procedures to **contractor** is attached. **Redwood Coast PACE** may, at **Redwood Coast PACE**'s sole discretion, make reasonable changes to these procedures from time to time and a copy of the revised procedures will be sent to **contractor**.
- 2.9. Reporting Unusual Incidents or Occurrences. **Contractor** agrees to report to **Redwood Coast PACE**, by phone or in writing and within 24 hours, unusual incidents, injuries or occurrences at or in **Contractor**'s office. **Redwood Coast PACE** staff member to call is: **Quality Assurance Coordinator (707) 443-9747**. An unusual incident or injury is one that threatens the welfare, safety or health of any **Redwood Coast PACE** participant and that is not consistent with **contractor**'s routine operation or patient care practices. An unusual occurrence is a fire, explosion, epidemic outbreak, poisoning, catastrophe, major accident, or like event that occurs in or on the premises of **contractor**'s office or facility which threatens welfare, safety or health of **contractor**'s patients, employees or visitors.
- 2.10. Participant Grievance Procedures. **Contractor** shall cooperate with **Redwood Coast PACE** in resolving any complaints that may arise relating to the provision of services to an **Redwood Coast PACE** participant under this Agreement. **Contractor** shall comply with **Redwood Coast PACE** participant grievance procedures and shall abide by **Redwood Coast PACE** adjudication process. **Contractor** shall continue to furnish services to **Redwood Coast PACE** participants until the grievance/appeal is resolved. A copy of **Redwood Coast PACE** Participant Grievance Policy is attached. **Redwood Coast PACE** may, at **Redwood Coast PACE** sole discretion, make reasonable changes to these procedures from time to time and a copy of the revised procedures will be sent to **contractor**.
- 2.11. Participant Bill of Rights and Responsibilities. **Contractor** shall cooperate and comply with **Redwood Coast PACE** Participant Bill of Rights and Responsibilities which is designed to protect and promote the rights of each participant. A copy of **Redwood Coast PACE** Participant



Bill of Rights and Responsibilities is attached. **Redwood Coast PACE** may, at **Redwood Coast PACE** sole discretion, make reasonable changes to these procedures from time to time and a copy of the revised procedures will be sent to **contractor**.

- 2.12. Language Assistance Services. **Contractor** shall provide language assistance services for **Redwood Coast PACE** participants at all provider sites in accordance with all regulatory requirements applicable to services provided by or on behalf of **Redwood Coast PACE**.
- 2.13. Provision of Direct Care Services to Participants. The **Contractor** and all employees of the **contractor** providing direct care to **Redwood Coast PACE** participants shall:
  - 2.13.1. Comply with any State or Federal requirements for direct patient care staff in their respective settings;
  - 2.13.2. Have verified current certifications or licenses for their respective positions;
  - 2.13.3. Have not been excluded from participation in Medicare, Medicaid or Medi-Cal;
  - 2.13.4. Have not been convicted of criminal offenses related to their involvements with Medicare, Medicaid, Medi-Cal, or other health insurance or health care programs, or social service programs under Title XX of the Act;
  - 2.13.5. Not a pose potential risk to **Redwood Coast PACE** participants because of conviction or physical, sexual, drug or alcohol abuse;
  - 2.13.6. Be free of communicable diseases; and
  - 2.13.7. Be oriented to the PACE program and agree to abide by the philosophy, practices and protocols of **Redwood Coast PACE**.
- 2.14. Provider Grievance Process. **Contractor** acknowledges and agrees to utilize **Redwood Coast PACE's** provider grievance process for the resolution of disputes which may arise between **contractor** and **Redwood Coast PACE**. A copy of the Provider Grievance process is attached.
- 2.15. Governing Law. **Contractor** shall be subject to applicable provisions of Section 14000 *et seq.* of Chapter 7, and Section 14590 *et seq.* of Chapter 8.75, Part 3, Division 9, of the Welfare and Institutions Code, the PACE provider law (P.L. 105-33) and the regulations promulgated thereto (Title 42 of the Code of Federal Regulation, Part 460). Any provision required to be in this Agreement by any of the above laws shall bind **contractor** whether or not provided in the Agreement.
- 2.16. Debarment and Suspension Certification.
  - 2.16.1. Certification. **Contractor** certifies to the best of its knowledge and belief that **contractor**, its owners, officers, directors and managing employees:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a Federally sponsored project by any Federal department or agency (including, Federal health programs such as Medicare and Medicaid, and social programs funded under Title XX of the Social Security Act), and or are subjects of a pending or threatened governmental investigation that may lead to such debarment, suspension, ineligibility, or exclusion;
    - (b) Have not within a three year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or violation of Federal or State antitrust statutes or

commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in the foregoing paragraph;

(d) Have not within a three year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.

2.16.2. Notification to Redwood Coast PACE. Contractor shall notify Redwood Coast PACE immediately upon any event or activity that would cause the foregoing certification made in Section 2.16.1 above to be untrue.

2.16.3. Subcontracts. Contractor shall include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions of Sections 2.16.1 and 2.16.2 in all contracts and solicitations for contracts that contractor enters into or makes with persons or entities that will provide services to Redwood Coast PACE participants pursuant to this Agreement.

2.16.4. Termination by Redwood Coast PACE. Redwood Coast PACE shall have the right to immediately terminate this Agreement upon any event which would make contractor's certification under 2.16.1 false or untrue.

2.17. Ownership Disclosures. Upon the execution of this Agreement, Contractor will furnish Redwood Coast PACE a statement in the attached form titled "Disclosure of Ownership," which, upon receipt by Redwood Coast PACE, shall be submitted to the Department of Health Care Services (DHCS) and shall be on file with DHCS as a public record and may be disclosed to CMS. For the purposes of the disclosure statement, a "substantial financial interest" consists of an ownership or equity interest with a fair market value of \$1,000 or more, or constituting 5% or more of the value of all equity interests in an entity. Contractor represents and declares, under penalty of perjury, that to the best of its knowledge and belief, none of the following persons have a substantial interest in the contractor:

2.17.1. any person also having a substantial financial interest in Redwood Coast PACE;

2.17.2. any director, officer, partner, trustee or employee of Redwood Coast PACE; or

2.17.3. any member of the immediate family of any person designated in 2.17.1 or 2.17.2.

### Article 3. RESPONSIBILITIES OF Redwood Coast PACE

3.1. Payment Schedule/Rate. In consideration of services rendered by Contractor in compliance with this Agreement, Redwood Coast PACE shall pay contractor in accordance with the rates and other terms set forth on the Signature Page.

3.2. Prompt Payment.

3.2.1. Redwood Coast PACE shall pay contractor within thirty (30) working days after receipt of contractor's complete and uncontested claims. A complete and uncontested claim is a claim that has no material defect or impropriety, including lack of required substantiating documentation, which prevents timely payment from being made. Both Redwood Coast PACE and contractor shall comply with all billing, coding and payment rules and regulations of Medicare and Medi-Cal.

3.3. Redwood Coast PACE physicians are responsible to provide primary care and coordinate the provision of health care services for Redwood Coast PACE participants. Redwood Coast PACE physicians are available 24 hours a day, 365 days a year.

- 3.4. **Contractor Relations.** Redwood Coast PACE assigns an official liason, Director, Humboldt County DHHS - Mental Health to coordinate activities between its contractors and the organization. Barbara LaHaie, PACE Director (707) 443-9747 ext 3221 or refer to the provider manual.

**Article 4. BOOKS, RECORDS AND REPORTS; INSPECTIONS**

- 4.1. **Books and Records.** For the purpose of this Article 4, "books and records" include, but are not limited to, all physical records originated or prepared pursuant to the performance of this Agreement, including work papers; reports; financial records and books of account (including documentation of payments received by contractor from Redwood Coast PACE participants, or others on their behalf and records relevant to the financial condition of contractor); medical records of participants; prescription files; subcontracts and any other documentation pertaining to services provided to participants as may be required for Redwood Coast PACE, the California Department of Health Services (DHCS), the Department of Health and Human Services (DHHS), the Department of Justice (DOJ), or their authorized representatives, to evaluate the quality, appropriateness and timeliness of services delivered to participants and the cost thereof.
- 4.2. **Other Reports.** Contractor shall provide such information and written reports to Redwood Coast PACE, DHCS, DHHS, as may be necessary for compliance by Redwood Coast PACE with other statutory obligations, and to allow Redwood Coast PACE to fulfill its contractual obligations to DHCS and CMS.
- 4.3. **Maintenance.** Contractor agrees to keep and maintain its books and records in a form consistent with the general standards applicable to such book or recordkeeping, and to share with Redwood Coast PACE and other Redwood Coast PACE providers such records as necessary and appropriate for the provision of care to Redwood Coast PACE participants.
- 4.4. **Retention.** Contractor agrees to retain all books and records for a period of at least six (6) years from the close of DHCS' fiscal year in which the contract was in effect, or in accordance with State and Federal laws or regulations, whichever is longer. This obligation of Contractor shall not terminate upon termination of this Agreement whether by rescission or otherwise.
- 4.5. **Access to Facilities, Books and Records.** Contractor agrees to make all facilities maintained by Contractor at which services are provided to Redwood Coast PACE participants and all of its books and records, including all Encounter data, available for inspection, examination, audit, evaluation or copying, and comply with the requirements issued as a result of such inspection and audit:
- 4.5.1. By Redwood Coast PACE, DHCS, CMS, DOJ, or their duly authorized representatives; and
- 4.5.2. At all reasonable times at contractor's place of business or at such other mutually agreeable location in California. DHCS may at its discretion make unannounced visits.
- 4.6. **Access and Inspection Obligations of Subcontractors.** All subcontracts that contractor is permitted or required to execute under this Agreement for the purposes of fulfilling contractor's obligations hereunder shall be in writing and shall require that the subcontractor:
- 4.6.1. Make all applicable facilities, books and records available at all reasonable times for inspection, examination, evaluation, audit, or copying by Redwood Coast PACE, DHCS, CMS, and DOJ; and
- 4.6.2. Retain such books and records for a term of at least six (6) years from the close of the Department's fiscal year in which the contract is in effect or longer in accordance with State and Federal laws or regulations. This obligation of subcontractors shall not terminate upon termination of this Agreement or its agreement with contractor whether by rescission or otherwise.

- 4.7 Records Related to Recovery For Litigation. Upon request by DHCS, **Contractor** shall timely gather, preserve and provide to DHCS, in the form and manner specified by DHCS, any information specified by DHCS, subject to any lawful privileges, in **contractor's** or its **subcontractor's** possession, relating to threatened or pending litigation against DHCS. (If **contractor** asserts that any requested documents are covered by a privilege, **contractor** shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document.) Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against DHCS.
- 4.8 Confidentiality of Medical Information. **Contractor** agrees that the medical information and records of **Redwood Coast PACE** participants shall be used or disclosed in accordance with all State and Federal laws concerning the confidentiality of patient medical records, including, without limitation, the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*), California Welfare & Institutions Code § 14100.2, Title 22 of the California Code of Regulation § 51009; Title 42 of Code of Federal Regulation (CFR) § 431.300 *et seq.*, and the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) ("HIPAA"), and the Privacy Rule (42 CFR Parts 160 and 164) and security rules promulgated thereunder.
- 4.8.1. Specifically, pursuant to the Confidentiality of Medical Information Act (CMIA) as amended by AB 1836 (Chapter 1068, Statutes of 2000) and SB 2094 (Chapter 1067, Statutes of 2000), **contractor** is to allow access to participant's medical record to the participant, his/her authorized or legal representatives; to providers involved in his/her care; to **Redwood Coast PACE**; to independent medical review organizations, public or private licensing or accrediting entities or their authorized **contractors**; to CMS, DHCS, and DOJ, or their authorized representatives, and to individuals or entities (including coroner's office) in the course of an investigation.
- 4.8.2. Pursuant to SB 1903 (Chapter 1066, Statutes of 2000), amending CMIA, **contractor** is to allow a participant or his/her authorized or legal representatives to make a part of his or her medical record a special addendum to the record if a patient believes that the records are incomplete or inaccurate. This addendum is limited to 250 words per incomplete or incorrect item and must be attached to the patient's record and included when disclosed to other parties. **Contractor** is prohibited from sharing, selling or using medical information for any purpose not necessary to the provision of health care services to the participant.
- 4.8.3. Subject to the foregoing, all medical records of **Redwood Coast PACE** participants shall be treated in the same manner as other patients' medical records, except as required by law.
- 4.8.4. **Contractor** shall report any loss or breach of **Redwood Coast PACE** participant protected health information immediately upon discovery and not later than the end of the following business day. **Contractor** shall contact **Redwood Coast PACE** Contract Administrator at (707) 443-9747 ext 3221.

## **Article 5. NON-DISCRIMINATION**

- 5.1. **Contractor** shall not discriminate against **Redwood Coast PACE** participants in the rendering of service because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant hereto, or as otherwise provided by law or regulations.
- 5.2. Neither **Redwood Coast PACE** nor **contractor** shall cancel or decline to renew or reinstate this Agreement because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant hereto, or as otherwise provided by law or regulations.

- 5.3. 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, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, and denial of family care leave. **Contractor** and **subcontractor** shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. **Contractor** and **subcontractors** shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 5.4. **Contractor** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **Article 6. INSURANCE**

- 6.1. **Contractor** shall provide, at **Contractor's** sole cost and expense, throughout the entire term of this Agreement, a policy of malpractice liability insurance with a licensed insurance company admitted to do business in the State of California or a cooperative corporation operating in compliance with the laws of the State of California, including but not limited to California Insurance Code Section 1280.7, to cover any loss, liability or damage alleged to have been committed by **contractor**, the **contractor's** agents, servants, or employees. The amount of **contractor's** malpractice liability insurance coverage must be no less than the coverage limits described on the Signature Page.
- 6.2. **Contractor** shall provide, at **contractor's** sole cost and expense, throughout the entire term of this Agreement, a policy or policies of insurance covering **contractor's** business premises insuring **contractor** against any claim of loss, liability or damage committed or arising out of the alleged condition of said premises, or the furniture, fixtures, appliances or equipment located therein, together with standard liability protection against any loss, liability, or damage as a result of **contractor**, **contractor's** agent's, servant's, or employee's operation of a motor vehicle. The amount of **contractor's** general liability insurance coverage must be no less than the coverage limits described on the Signature Page.
- 6.3. **Contractor** further agrees to provide Redwood Coast PACE with a copy of the CERTIFICATE OF INSURANCE for information of insurance coverage as described on the Signature Page.

## **Article 7 OTHER IMPORTANT PROVISIONS**

- 7.1. Use of Contractor's Name. **Contractor** agrees to allow Redwood Coast PACE to list **contractor's** name, specialty, address and telephone number in any Redwood Coast PACE provider directory/roster or other marketing materials for use by staff, family members and other interested parties as an information resource and/or reference.
- 7.2. Non-Exclusive. Nothing herein shall be construed to prevent Redwood Coast PACE from entering into other agreements to obtain similar services from other persons or entities, or to prevent **contractor** from entering into other agreements to provide similar services to other persons or entities.
- 7.3. Relationship of Parties. Both **Contractor** and Redwood Coast PACE agree that the relationship between them created by this Agreement is one of an independent **Contractor** only. This Agreement shall not be deemed to create any other kind or nature of legal relationship between

**Contractor and Redwood Coast PACE**, including, but not limited to, that of joint venture, partnership, agency or employment.

- 7.4 Interpretation and Governing Law. The provisions of this Agreement, as well as the rights and duties of **contractor and Redwood Coast PACE** to this Agreement, shall be governed by and construed in accordance with all laws of California and the United States of America, and applicable regulations and contractual obligations incumbent upon **Redwood Coast PACE**.

The **contractor** shall to comply with applicable requirements of the DHCS, Medi-Cal Managed Care Program, the Office of Long Term Care and CMS.

- 7.5 Attorneys' Fees. In the event of any litigation or arbitration between the parties to enforce any provision of this Agreement or to protect or establish any right or remedy of any party hereunder, the prevailing party shall be entitled to an award of legal fees and costs of proceedings as determined by the arbitrator(s), including but not limited to reasonable attorneys' fees, fees owed to arbitrators, witness fees and expenses and accounting fees incurred by such prevailing party in connection with such dispute.
- 7.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Notwithstanding the foregoing, if enforcement of any provision or provisions of this Agreement as so modified would substantially deprive one of the parties of the benefit of the original bargain or is materially detrimental to one of the parties, then said party may terminate this Agreement upon 90 days written notice to the other.
- 7.7 Waiver. The failure of a party to insist upon strict adherence to or performance of any provision of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this Agreement.
- 7.8 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of the non-performing party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- 7.9 Entire Agreement. This Agreement, all attachments and exhibits hereto, and any other document incorporated or referenced herein, constitutes the entire agreement between the parties, and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 7.10 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.
- 7.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.12 Authority. Each party hereto represents to the other that the person/officer signing his/her name to this Agreement on behalf of such party is authorized to execute same for such party.

[Signatures on Following Page]



Service Description/Negotiated Terms & Variations/Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives:

Joyce Hayes, Executive Director  
The Humboldt Senior Resource Center, Incorporated/  
Redwood Coast PACE  
1910 California Street, Eureka, CA 95501

Donna Wheeler, Interim Director  
Humboldt County Department of Health and Human  
Services-Mental Health  
(Pursuant to the authority delegated by the Humboldt  
County Board of Supervisors on \_\_\_\_\_, 2017)

Signature: Joyce Hayes  
Print Name: Joyce Hayes  
Title: Executive Director  
Date: 7/18/17

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Insurance and Indemnification Requirements Approved  
Redwood Coast PACE representative:

Insurance and Indemnification Requirements Approved  
Humboldt County Risk Management representative:

Signature: Virginia Bass  
Print Name: Virginia Bass  
Title: Chair, Board of Supervisors  
Date: 10/24/17

Signature: Kacy K. Green  
Print Name: Kacy K. Green  
Title: Risk Manager  
Date: 10/10/2017

## Enclosures:

- A. Signature Page (see Service Description.../Signature Page attached)
- B. Quality Improvement System (QIS) (Relevant Sections attached)
- C. Credentialing Policies and Procedures (*as relevant*)
- D. Participant Grievance Procedures
- E. Participant Bill of Rights & Responsibilities
- F. Provider Grievance Procedures
- G. Disclosure of Ownership

### Service Description/Negotiated Terms & Variations

**Contractor shall bill HSRC Redwood Coast Pace** based on one hundred percent (100%) of the allowable County approved Published Charge per DHCS reasonable and customary charge policy; for Inpatient Psychiatric Hospitalization and Outpatient Specialty Mental Health Services. **HSRC Redwood Coast Pace** shall pay contractor based on one hundred percent (100%) of the allowable CMS Prospective Service Payment that is specific to Inpatient Psychiatric Hospitalizations and Outpatient Specialty Mental Health Services, office visits/procedures within the Contractor's geographical service area as defined by CMS.

Contractor shall accept referrals for Outpatient Specialty Mental Health Services based on staff and capacity availability.

Billing Name: County of Humboldt  
Remittance Address: 720 Wood Street  
 Eureka, CA 95501-4413  
 (707) 268-2990

Tax I.D. # 94-6000513  
 Business License: Tax I.D. #  
 Business License: #Business License:  
 Fax: (707) 476-4049

### Insurance Coverage Limits

**Contractor's** professional errors and omission coverage shall provide for limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate. If the coverage is claims made, the retroactive date indicated on the certificate of insurance must be either prior to or concurrent to the effective date of this Agreement.

**Contractor's** commercial general liability coverage shall have limits of not less than one million dollars (\$1,000,000) per occurrence and a general aggregate of not less than three million dollars (\$3,000,000). Coverage must include a personal/advertising injury limit of one million dollars (\$1,000,000). General liability coverage shall include coverage for premises/operations, products/completed operations and contractual liability as applicable. **HSRC** shall be named as an additional insured by specific endorsement or blanket endorsement.

**Contractor's** auto liability coverage shall have minimum limits of one million dollars (\$1,000,000) each person; one million dollars (\$1,000,000) each accident; and one million dollars (\$1,000,000) property damage or one million dollars (\$1,000,000) combined single limit.

**Contractor's** workers' compensation coverage shall cover any and all care providers utilized by the **Contractor** to service **HSRC - Redwood Coast PACE** participants with limits that shall meet the statutory requirements for the State of California.

### Insurance Certificates.

**Contractor** shall provide **HSRC**, prior to the effective date of this Agreement, and upon renewal of required coverage and thereafter, upon request, with standard ACORD certificates of insurance evidencing the insurance coverage required above. The certificate shall note all deductibles, self-insured retentions, and retroactive dates. The **Contractor** shall provide **HSRC** written notice of any material modification or cancellation of the coverage required herein. In the event of cancellation of coverage, the **Contractor** shall notify **HSRC** within 48 hours of receipt of the notice. **Contractor** shall provide upon request copies of each insurance policy required under this Agreement.

**Quality Improvement System (QIS) (Relevant Sections attached)**

**Effectiveness and Safety of Staff-Provided and Contracted Services**

The Redwood Coast PACE Program strives to ensure the effectiveness and safety of both staff-provided and contracted services, including annual competency assessment of clinical staff, promptness of service delivery, and achievement of treatment goals and outcomes.

The Redwood Coast PACE Program continuously monitors outcomes related to participants' grievances and appeals. Satisfaction with non-clinical areas, such as transportation services and meals, is measured at least annually as part of the participant and caregiver satisfaction surveys. Life and environmental safety is monitored through a process of quarterly hazard surveillance surveys.

Redwood Coast PACE will conduct facility review of contracted sites as required and appropriate.

**Communication of QAPI Results**

The QAPI coordinator and/or the center manager communicate QAPI reports to contracted providers during the year as applicable. A summary of the results of the QAPI program and annual work plan is mailed to contractors at least annually. The report includes a summary of grievances related to the contracted services and corrective action taken by the provider. Should a specific grievance surface through the tracking and trending process as being consistent and adversely affecting the health and/or safety of a participant, the QAPI coordinator contacts the contract provider to collaborate on performance improvement strategies.

Section:

Policy Number:

Created On: April 1, 2013

Approval/Signature:

Effective Date: July 1, 2014

Revised On:

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**Subject:    Provider Credentialing**

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I. POLICY

Redwood Coast PACE (RCP) ensures participating physicians and other professionals have the necessary and appropriate credentials to provide services to participants. The standards and processes are modeled after the standards and procedures developed by the National Committee on Quality Assurance (NCQA).

II. PROCEDURE

A. New practitioners applying to become part of the RCP provider network

1. RCP receives an application from a candidate applying to be a Primary Care Provider, an independent contract physician, or an ancillary service provider with the following documentation:
  - a. Current curriculum vitae
  - b. Valid California physician's license or ancillary specialty license
  - c. Current Drug Enforcement Administration (DEA) certificate (if applicable)
  - d. Malpractice liability coverage certificate in the amount of at least one million dollars per occurrence per year and three million dollars in the aggregate per year
  - e. Board certification (as applicable to specialty)
  - f. History of professional liability claims that resulted in settlements or judgments paid by or on behalf of the provider
  - g. Signed application and statement permitting RCP to make inquiries to other institutions regarding the competence of the practitioner's practice and attestation that the practitioner can perform essential functions of the position with or without accommodation, the history of loss of license or felony convictions, the

history or loss or limitation of privileges or disciplinary activity, lack of present drug use, and the accuracy and completeness of the application.

2. RCP verifies the practitioner's education, training, licensure, and hospital affiliations using correspondence with primary sources (e.g., American Medical Association physician profile service, Medical Board of California, or Osteopathic Medical Board of California), reviewing the licensing verification system, and querying hospitals. For recent graduates of physician training programs, RCP makes inquiries to the directors of the training programs. For other practitioners, RCP queries the California Department of Consumer Affairs for information regarding the license issued and any disciplinary action against the practitioner.
3. RCP also queries the National Practitioner Data Bank (NPDB) and the Health Integrity and Protection Data Bank (HIPDB) for evidence of prior malpractice action, civil judgments, and criminal convictions against the candidate.

Note: The credentialing procedures are the same for physician and non-physician providers, except that non-physician providers do not require verification of DEA certification and hospital privileges. Nurse Practitioners who will be prescribing, however, also need verification of DEA certification. For dentists, RCP receives information on sanctions or limitation on licensure from the State Board of Dental Examiners. For podiatrists, RCP receives information on sanctions and limitation on licensure from the State Board of Podiatric Examiners.

4. When all credentials have been verified, RCP submits the candidate's file to the Medical Advisory Committee (MAC) for consideration and approval at the next scheduled meeting. The MAC submits recommendations for approval to the HSRC Board for final approval.
5. When the candidate's credentials have been reviewed and accepted by the HSRC Board of Directors, RCP offers a contract to the practitioner to perform services for participants.

Note: In the case that a practitioner is needed to provide services before the MAC and HSRC Board have their next scheduled meetings, the Medical Director may interview the candidate, verify the credentials, and allow the practitioner to provide services to the participants prior to the approval of the MAC and HSRC Board.

#### B. Site review of primary care physician

For primary care physicians that are contracted by RCP and see participants at their own practice site, the quality assurance staff visits the practice site and conducts a site review using the "Contract Provider Site Review Instrument" as part of the credentialing process.

#### C. Reverification of practitioner's credentials

1. Every three years, RCP performs a reverification of the practitioner's credentials. RCP requests the following documentation from the practitioner:
  - a. Current California licensure
  - b. DEA certificate (if applicable)
  - c. Malpractice liability coverage
  - d. Updated curriculum vitae
  - e. Signed renewal application and statement permitting RCP to make inquiries to other institutions regarding the competence of the practitioner's practice and attestation that the practitioner can perform essential functions of the position with or without accommodation, the history of loss of license or felony convictions, the history or loss or limitation of privileges or disciplinary activity, lack of present drug use, and the accuracy and completeness of the application

Note: If any credentials cannot be verified, RCP contacts the practitioner immediately and requests that he/she submit current credentials.

2. RCP also reviews and verifies the following:
  - a. Any actions listed in the NPDB and the HIPDB
  - b. American Medical Association physician's profile (if applicable)
  - c. Medical Board of California and State of California Department of Consumer Affairs for license verification and any disciplinary action against the practitioner
  - d. Hospital privileges are in good standing for at least one of the hospitals that contract with RCP (if applicable)
  - e. Any history of professional liability claims that resulted in settlements or judgments paid by or on behalf of the practitioner
  - f. Annual reviews have been conducted for employed and contracted primary care physicians and included a peer review consisting of quarterly medical records reviews.
  - g. Performance reviews have been conducted for contract specialist providers who have provided at least one office consultation during the specified time period. This process includes the review of the following:
    - i. Grievances from participants as well as case resolution
    - ii. Results of quality reviews



- iii. Compliance with accessibility standards for urgent referrals, non-urgent referrals, and wait times for scheduled office visits
  - iv. Cases with complications resulting from care provided by the contractor
  - v. Specialist performance reviews using the “Contract Specialist Performance Review Instrument” and the “Contract Specialist Performance Review Supplement”.
3. As part of the re-credentialing process, the quality assurance staff also performs a site review of all high volume contract specialists using the “Contract Provider Site Review Instrument”.

Note: High volume is defined as 20 or more encounters in the year prior to re-credentialing.

- 4. When all credentials have been verified, the quality assurance staff submits the practitioner’s file to the Medical Advisory Committee for consideration and approval at the next scheduled meeting.
  - 5. When the practitioner’s credentials have been reviewed and accepted by the Medical Advisory Committee and subsequently the HSRC Board of Directors, RCP renews the practitioner’s contract to perform services for participants.
  - 6. If the credentials are not accepted, RCP terminates the practitioner’s contract, as appropriate.
- D. Delegation of credentialing for contracted medical groups and organized independent practice associations (collectively known as “group”)
- 1. The Medical Advisory Committee reviews and approves the group’s credentialing standards and procedures in order to confirm that they meet RCP’ standards and processes.
  - 2. RCP ensures the group agrees to comply with the RCP credentialing standards that are modeled after the standards and procedures developed by the National Committee on Quality Assurance (NCQA). This requires the group to complete the following:
    - a. Provide RCP with a list of participating physicians who will be a part of the RCP provider network.
    - b. Report additions or deletions to the provider list to RCP on a quarterly basis.
    - c. Verify that each participating physician is properly credentialed, using the RCP credentialing standards stated above.
    - d. Submit pertinent credentialing information of all of its providers to the RCP quality assurance coordinator for review by the Medical Advisory Committee according to RCP procedures.

- e. Give written notice to RCP whenever it acquires knowledge that any of the participating providers has had a revocation of a license to practice, has been disciplined by any entity (including Medicare, Medicaid, Medi-Cal, Medical Board of California, or any hospital), has been convicted of a felony, or has been denied malpractice insurance coverage by any carrier.
  3. For each group, RCP reviews a random sample of 5% of the credentialing files on an annual basis and verifies the credentials using the "Provider Delegation Oversight Survey Instrument."
  4. RCP removes any provider from the participating panel who lacks proper credentials or has been disciplined by any entity.
- E. Removal of participating provider by RCP
1. If RCP receives information at any time that a participating provider has had a revocation of license to practice, has been disciplined by any entity (including Medicare, Medicaid, Medi-Cal, Medical Board of California, or any hospital), has been convicted of a felony, or has been denied malpractice coverage by any carrier, RCP suspends the provider from providing further services to participants.
  2. RCP notifies the provider and the group by certified mail of the suspension, which may include an amendment or termination of the contract.

### III. MONITORING

- A. The medical director reviews the credentialing and re-credentialing process for compliance with the above procedures.
- B. On a quarterly basis, the medical director reports to the Quality Improvement committee (QIC).

### IV. REGULATORY CITATIONS

PACE: 42 CFR §§ 460.64, 460.70, 460.71

### V. RELATED POLICIES

PACE Facility Site Review

### VI. ATTACHMENTS

- A. Contract Provider Site Review Instrument
- B. Contract Specialist Performance Review Instrument
- C. Contract Specialist Performance Review Supplement
- D. Provider Delegation Oversight Survey Instrument

Section:

Policy Number:

Created On: April 1, 2013

Approval/Signature:

Effective Date: 4/15/2016

Revised On:

Page 1 of 8

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**Subject: Grievances**

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## I. POLICY

- A. Redwood Coast PACE is committed to assuring that participants are satisfied with the service delivery or quality of care they receive. Redwood Coast PACE has an established grievance process to address participants' concerns or dissatisfaction about services provided, provision of care, or any aspect of the PACE program.
- B. Redwood Coast PACE will handle all grievances in a respectful manner and will maintain the confidentiality of a participant's grievance at all times throughout and after the grievance process is completed and information pertaining to grievances will only be released to authorized individuals.
- C. Contract providers are accountable for all grievance procedures established by Redwood Coast PACE. Redwood Coast PACE will monitor contracted providers for compliance with this requirement on an annual basis or on an as needed basis.

## II. DEFINITIONS

- A. A **grievance** is defined as a complaint, either written or oral, expressing dissatisfaction with the services provided or the quality of participant care. A grievance may include, but is not limited to:
  - 1. The quality of services a participant receives in the home, at the PACE Center or in an inpatient stay (hospital, rehabilitative facility, skilled nursing facility, intermediate care facility or residential care facility).
  - 2. Waiting times on the phone, in the waiting room or exam room.
  - 3. Behavior of any of the care providers or program staff.
  - 4. Adequacy of center facilities.
  - 5. Quality of the food provided.

6. Transportation services.
  7. A violation of a participant's rights.
- B. A **Representative** means a person who is acting on behalf of or assisting a participant, and may include, but is not limited to, a family member, a friend, a PACE employee, or a person legally identified as Power of Attorney for Health Care/Advanced Directive for Health Care, Conservator, Guardian, etc.
- C. General Information:
1. The Quality Assurance Coordinator has primary responsibility for maintenance of the procedures, review of operations, and utilization of any emergent patterns of grievances to formulate policy changes and procedural improvements in the administration of the plan.
  2. Redwood Coast PACE will continue to furnish the participant with all services at the frequency provided in the current plan of care during the grievance process.
  3. Redwood Coast PACE will not discriminate against a participant solely on the grounds that a grievance has been filed.
  4. In order to ensure participants have access to and can fully participate in the grievance process, Redwood Coast PACE will ensure the following:
    - a. If the person filing the grievance does not speak English, a bilingual staff member shall be available to facilitate the process. If a staff person is not available, translation services/interpreter will be made available.
    - b. All written materials describing the grievance process are available in the following languages: English and Spanish.
    - c. Redwood Coast PACE maintains a toll-free number {NUMBER} for the filing of grievances (*Note: Only applicable in the event that a participant and/or his/her representative would incur long distance charges if calling from within the plan's service area*).
    - d. Redwood Coast PACE staff will be trained to help individuals who are deaf, hard-of-hearing, or who have speech loss, using the California Relay services (7-1-1) to assist in the grievance process if necessary.
  5. Redwood Coast PACE will provide written information about the grievance process to a PACE participant and/or his/her representative upon enrollment, annually, and upon request. Information includes, but is not limited to:
    - a. Procedures for filing grievances.

- b. Telephone numbers for the filing of grievances received in person or by telephone: Quality Assurance Coordinator, **TOLL FREE NUMBER AND TTY NUMBER; 8:30AM-5:00PM**
  - c. Location where written grievances may be filed:
    - Quality Assurance Coordinator
    - Redwood Coast PACE
    - Humboldt Senior Resource Center
    - 1910 California Street
    - Eureka, CA 95501
  - d. External Review Options, including a PACE participant's right to request a State Hearing covered under Medi-Cal.
6. Any method of transmission of grievance information from one Redwood Coast PACE staff to another shall be done with strictest confidence, in adherence with HIPAA regulations.

### III. PROCEDURES

#### A. Filing of Grievances

1. A PACE participant and/or his/her representative may voice a grievance to PACE program staff in person, by telephone or in writing to a PACE location.
2. Any Redwood Coast PACE staff member can assist the PACE participant and/or his/her representative in filing a grievance in the event assistance is required.
3. The Grievance Report Form is available from the Quality Assurance Coordinator (1901 California Street, Eureka, California 95501). The Social Worker (or designee) will provide the PACE participant and/or his/her representative with a report form if requested (either in person, by telephone, or in writing).
4. In addition to the Grievance Report, the Social Worker (or designees) will provide the PACE participant and/or his representative with "Information for Participants about the Grievance Process."

#### B. Documentation of Grievances

1. All grievances expressed either orally and/or in writing, will be documented on the day that it is received or as soon as possible after the event or events that precipitated the grievance, in the PACE Participant Grievance Log.
2. Grievances submitted in writing are documented on the "Grievance Report" Form by the PACE participant and/or his/her representative. The Quality Assurance Coordinator (or designee) will assist with the completion of the Grievance Report, if necessary. Grievances received either in person or by telephone are documented on the "Grievance Report" form by the Redwood Coast PACE staff person.

3. Complete details of the grievance must be documented so that the grievance can be resolved within thirty (30) calendar days. In the event of insufficient information, the Quality Assurance Coordinator will take reasonable efforts to obtain the missing information in order to resolve the grievance within the specified timeframes.
4. All information related to a PACE participant's grievance will be held in strict confidence and will not be disclosed to program staff or contract providers, except where appropriate to process the grievance. No reference that a PACE participant has elected to file a grievance with Redwood Coast PACE will appear in the medical record.
5. It is the responsibility of the Quality Assurance Coordinator (or designee) to ensure confidentiality is maintained, documentation is complete and accurate, and grievance process is implemented and completed according to policy and procedures.

C. Acknowledgement, Notification and Initial Investigation of Grievance

1. Redwood Coast PACE staff will notify the Quality Assurance Coordinator within one working day of receipt of the grievance.
2. The Quality Assurance Coordinator is responsible for coordinating the investigation, designating the appropriate staff member(s) to take corrective actions, and reporting the grievance to the interdisciplinary team.
3. The Quality Assurance Coordinator will acknowledge receipt of the PACE participant's grievance in writing, within five (5) business days of receipt of the grievance and document this step in the Grievance Log. When necessary, the Quality Assurance Coordinator will acknowledge receipt of the grievance by telephone.
4. The Quality Assurance Coordinator notifies the management or supervisory staff responsible for the services or operations which are the subject of the grievance.
5. Grievances related to medical quality of care will be immediately submitted to the Redwood Coast PACE Medical Director by the Quality Assurance Coordinator for appropriate action.
6. When grievances related to services provided by a Redwood Coast PACE contract provider arise, the Quality Assurance Coordinator notifies the contract provider's Quality Assurance staff.
7. When a grievance involves a violation of a PACE participant's rights, the Quality Assurance Coordinator will notify the Redwood Coast PACE Director immediately to begin investigation of the grievance.

D. Resolution of Grievances

1. Redwood Coast PACE will resolve grievances within thirty (30) calendar days from the day the grievance is received. The Quality Assurance Coordinator will make reasonable efforts to contact the participant and/or his/her representative by telephone



or in person to advise him/her of the outcome of the grievance investigation and determine his/her satisfaction or dissatisfaction with the outcome of the investigation.

2. The Quality Assurance Coordinator will send written notification of the resolution of the grievance to the participant and/or his/her representative (see “Letter for Resolved Grievance”) within thirty (30) calendar days.
3. In the event resolution is not reached within thirty (30) calendar days, the participant and/or his/her representative will be notified in writing of the status and estimated completion date of the grievance resolution. (See “Letter for Pending Grievance”).
4. The Quality Assurance Coordinator will document all steps of the grievance resolution in the PACE Participant Grievance Log. This will include how the PACE participant and/or his/her representative was notified and, whether or not he/she was satisfied or dissatisfied with the outcome.

E. Expedited Review of Grievances

1. In the event the grievance involves a serious or imminent health threat to a participant, including, but not limited to, severe pain, potential loss of life, limb or major bodily function or when a participant’s rights have allegedly been violated, the Quality Assurance Coordinator will expedite the review process to a decision within 72 hours of receiving the participant’s grievance.
2. The participant and/or his/her representative will inform the Quality Assurance Coordinator of his/her request either verbally or in writing. While the PACE participant may file a verbal grievance, he/she should be assisted, as necessary, by the Social Worker to document the grievance in writing prior to resolution.
3. If the participant files an expedited grievance during weekend hours (5:00 p.m. Friday to 8:30 a.m. Monday), Program Staff will immediately contact the Redwood Coast PACE Director to investigate the grievance with the participant and/or his/her representative. This individual will notify the Quality Assurance Coordinator at the start of normal business hours of the status of the grievance.
4. As soon as possible, but no later than one business day after the participant files an expedited grievance, the Quality Assurance Coordinator will inform the participant and/or his/her representative by telephone or in person of the receipt of the grievance for expedited review and will describe the steps that will be taken to resolve the grievance.
5. The participant and/or his/her representative will be informed both verbally and in writing of their right to notify the Department of Health Care Services (CDHCS) and California Department of Social Services of the grievance (as described below under Grievance Review Options).
6. The Quality Assurance Coordinator will expedite the internal review process to reach a decision within 72 hours of receiving the grievance.

7. The Quality Assurance Coordinator will notify the participant and/or his/her representative in writing of the resolution of the expedited grievance. The participant will be notified verbally and in writing if resolution is not possible within 72 hours. The written notification for delay will include the reason for the delay and the timeframe for when the grievance will be resolved. The Quality Assurance Coordinator will document these steps in the Grievance Log.

F. Grievance Review Options

1. After a participant has completed the grievance process (as described above) or has participated in the grievance process for at least thirty (30) calendar days and he or she is dissatisfied with the resolution of the grievance, the participant may pursue other steps. **Note:** If the situation represents a serious health threat, the participant and/or his/her representative need not complete the entire grievance process nor wait thirty (30) calendar days to pursue the steps described below.
2. If the participant is eligible for Medi-Cal only or for Medi-Cal and Medicare, he or she is entitled to pursue the grievance with the California Department of Health Care Services by contacting or writing to:

Ombudsman Unit  
Medi-Cal Managed Care Division  
California Department of Health Care Services  
P.O. Box 997413  
Mail Station 4412  
Sacramento, CA 95899-7413  
Telephone: 1-888-452-8609  
TTY: 1-800-735-2922

3. At any time during the grievance process, whether the grievance is resolved or unresolved, per California State law, the participant and/or his/her representative may request a State Hearing from the California Department of Social Services by contacting or writing to:

California Department of Social Services  
State Hearing Division  
P.O. Box 944243, Mail Station 19-37  
Sacramento, CA 94244-2430  
Telephone: 1-800-952-5253  
Facsimile: (916) 229-4410  
TDD: 1-800-952-8349

4. If a participant and/or his/her representative wants a State hearing, he or she must ask for it within ninety (90) days from the date of the resolution letter (See, "Letter for Resolved Grievance"). A participant and/or his/her representative may speak at the State hearing or have someone else speak on the participant's behalf, including a relative, friend or an attorney.

5. For legal assistance, the participant and/or his/her representative may be able to get free legal help. To facilitate this, the Quality Assurance Coordinator will provide a listing of Legal Services Offices to the participant or his/her representative.
6. Redwood Coast PACE is required to provide written position statements whenever notified by CDHCS that a participant has requested a State hearing. Redwood Coast PACE will designate staff to make testimony at State hearings whenever notified by of the scheduled time and place for a State hearing.

G. Documentation, Tracking, Analysis and Reporting

1. All grievances-related information shall be marked “confidential.”
2. All grievance information and details of verbal correspondence will be documented by the Quality Assurance Coordinator in the Participant Grievance Log and stored in locked cabinets in the Redwood Coast PACE administrative office.
3. The Quality Assurance Coordinator is responsible for maintaining, aggregating, and analyzing information related to grievances. On a quarterly basis, this information will be forwarded to the Redwood Coast PACE Director.
4. A written summary of grievances including number, type, location, and disposition are reported to the Quality Improvement Committee, the Participant Advisory Committee, and the HSRC Board of Directors on a quarterly basis.
5. Redwood Coast PACE will submit a summary of all grievances in the quarterly report to the, Long Term Care Division and CMS. The grievance summary is due forty-five (45) days from the date of the end of the reporting quarter.
6. The Quality Assurance Coordinator will maintain, aggregate, and analyze grievance data and identify any trends or patterns. This information will be used by the Redwood Coast PACE’s internal quality improvement program.
7. Records of all grievances will be held confidentially and made available as needed to State and Federal agencies upon request.
8. Redwood Coast PACE shall maintain in its files copies of all grievances, the responses to them, and logs recording them for a period of six (6) years from the date the grievance was filed.
9. To ensure timeliness and accuracy in the grievance process, Redwood Coast PACE will perform regular audits of the grievance log and files to ensure they correspond with other data reporting systems (i.e. HPMS reports).

IV. MONITORING

- A. *The grievance process will be reviewed with participants and/or their representative, contract providers and all employees of Redwood Coast PACE on an annual basis. The Quality Assurance Coordinator will coordinate with the Center Manager to ensure that all program staff members are trained on grievance policies and procedures. All*

*Redwood Coast PACE participants will receive information on the grievance process on an annual basis.*

## V. REGULATORY CITATIONS

- A. Title 22 California Code of Regulations Adult Day Health Care § 54407 and Adult Day Health Care Centers §78437(a)(8)
- B. Department of Health and Human Services, CMS, Federal Register Volume 64, No. 226, 42 CFR Part 460.120, 124
- C. California Department of Health Services Contract

## VI. ATTACHMENTS

Section:

Policy Number:

Created On: April 1, 2013

Approval/Signature:

Effective Date: 4/15/2016

Revised On:

Page 1 of 5

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**Subject: Participant Rights**

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#### IV. POLICY

- A. Redwood Coast PACE is committed to providing the highest quality of care that promotes autonomy of the individual participant and instills a level of cooperation between the participant, the family or caregiver, and Redwood Coast PACE. To achieve these ends, a Participant Bill of Rights and Responsibilities has been developed which focuses on the rights of Redwood Coast PACE participants.
- B. The following describes the procedures for informing participants of their rights, ensuring that they understand their rights, educating staff, promoting participant rights, and responding to and rectifying violations of rights including by employees and contractors.

#### V. DEFINITIONS (If necessary)

Not applicable.

#### VI. PROCEDURES

##### A. Informing Participants of Their Rights

1. The Participant Bill of Rights and Responsibilities is provided in three formats: a separate document that can be used at intake and annually thereafter to remind participants of their rights; two sections of the Participant Enrollment Agreement Terms and Conditions, a document which is provided and explained at enrollment; and as an addendum to the Enrollment Agreement.
2. The Participant Bill of Rights and Responsibilities is always presented together with a description of participant and caregiver responsibilities that are delineated on the document and explained in the Participant Enrollment Agreement Terms and Conditions.
3. If the prospective participant lacks decision-making capacity, the family member or caregiver will be asked to seek conservatorship in order to act as the authorized

representative in matters relating to decision making including participant rights. A conservator is a legal relationship by which an individual is authorized to act as a substitute decision-maker for another person because the latter is incompetent. The conservator “steps” into the life of the person and with court supervision manages that person’s affairs.

4. If a Redwood Coast PACE participant has no family or caregiver, the case will be referred to the Public Guardian Office. The Redwood Coast PACE Social Worker will assist the participant with this process.
5. Redwood Coast PACE will ensure adequate communication regarding participant rights for those participants with language barriers or impairment that limit their ability to communicate by providing assistance through an interpreter, amplification or hearing aides.

B. Assuring Participants Understand Their Rights

1. Following an Intake and Assessment meeting in which the Interdisciplinary Team finalizes the proposed Plan of Care, the prospective participant will participate in an enrollment conference involving the Redwood Coast PACE Enrollment Representative, family members or caregivers, the Redwood Coast PACE Center Manager and Redwood Coast PACE Social Worker. At the enrollment conference the Enrollment Representative will again explain the participant Bill of Rights and Responsibilities and a signature will be obtained confirming a full explanation of the Rights to the participant and/or responsible family member and/or caregiver. A copy of signed Participant Bill of Rights and Responsibilities document will be placed on the participant’s Medical Record.
2. Once enrolled, the Social Worker will be responsible for reviewing the Participant Bill of Rights and Responsibilities annually with each participant and making a progress note in the Medical Record.
3. The Social Worker will remind participants that they can express concerns related to participant rights to PACE staff and outside representatives of their choice.
4. The Participant Bill of Rights and Responsibilities will also be posted in a public place at the reception area of the PACE Center and be accessible to all participants, families, staff and visitors.

C. Educating Staff and Contract Staff Regarding Participant Rights

1. The Redwood Coast PACE Director will provide a department specific orientation to a new employee within 30 days of hire. Each Redwood Coast PACE staff person will receive a manual outlining PACE history, policies and procedures and clinical and customer service standards including the Participant Bill of Rights and Responsibilities. As part of the new employee orientation, the Redwood Coast PACE Director will review the Participant Bill of Rights and Responsibilities with each Redwood Coast PACE employee within one month of hire.



2. The employee will be required to sign a statement of understanding that will be maintained in the employee's personnel file. The employee's signature indicates that the rights have been explained in a manner understood by the employee.
3. During the employee's annual review process, the Participant Bill of Rights and Responsibilities will again be explained to the employee by his or her supervisor and the employee will sign a copy indicating an understanding of these rights.
4. At least annually, a departmental in-service will review the Participant Bill of Rights and Responsibilities and all staff will be required to take a short quiz to determine their competency.
5. The Redwood Coast PACE staff person's immediate supervisor will be responsible for monitoring that staff understand and enforce participant rights. A staff person's failure to enforce will result in disciplinary action.
6. The Redwood Coast PACE Director will ensure that all contractors orient and train contract employees regarding the Participant Bill of Rights and Responsibilities.
7. The Center Manager and contractors will together develop an orientation and training program that includes competency testing regarding participant rights.
8. As part of the new contract employee orientation, the contractor will review the Participant Bill of Rights and Responsibilities with each Redwood Coast PACE contract employee within one month of hire.
9. The contract employee will be required to sign a statement of understanding that will be maintained in the contract employee's file.
10. At least annually, a joint Redwood Coast PACE/contractor sponsored in-service will review the Participant Bill of Rights and Responsibilities and all contract staff will be required to take a short quiz to determine their competency.
11. The Participant Bill of Rights and Responsibilities will also be included in the Redwood Coast PACE Manual that will be provided to all contractors initially and with each annual review of contracts.

#### D. Promoting Participant Rights

1. The Participant Bill of Rights and Responsibilities will be displayed prominently throughout the Redwood Coast PACE Center, included in the Participant Enrollment Agreement Terms and Conditions and as an addendum to the enrollment agreement that will be discussed with the participant and family member or caregiver during assessment and at enrollment.
2. The Center Manager and the participant's Social Worker together with members of the Interdisciplinary Team will promote the exercising of rights.

3. As described above, the participant, their family and/or caregiver and any legal representative will receive education regarding participant rights and responsibilities during the initial 2-day assessment and at the enrollment conference.

E. Responding to and Rectifying Participant Rights Violations

1. Redwood Coast PACE will maintain written safeguards that protect the rights of enrolled participants and integrate these with the Redwood Coast PACE Grievance Policy and Procedure.
2. A suspected participant rights violation will be handled as an expedited grievance.
  - a) A participant or staff person who suspects a violation of rights will bring it to the attention of the Redwood Coast PACE Quality Assurance Coordinator verbally or in writing within 24 hours.
  - b) The Quality Assurance Coordinator will notify the participant of all grievance review options and expedite the internal review process to reach a decision within three days (72 hours) of receiving the notice of a suspected violation.
  - c) The Quality Assurance Coordinator will notify the participant's family in writing and verbally as the investigation warrants.
  - d) Other persons to be notified, if indicated, will include the Redwood Coast PACE Director and/or contractors.
  - e) If needed, the Center Manager will develop a plan of corrective action and forward it to the Redwood Coast PACE Director with a copy to the Quality Assurance Coordinator.
  - f) The participant rights violation will be documented on the Redwood Coast PACE Grievance Form and in the Grievance Log as an expedited grievance and suspected participant rights violation. Any written correspondence will be attached to the form.
  - g) The Quality Assurance Coordinator will maintain, aggregate and analyze information on suspected participant rights violations and the expedited review. This information will be used in the Quality Assessment and Performance Improvement program and reviewed by the Quality Improvement Committee at least quarterly.
3. A staff person's failure to report a suspected violation may result in disciplinary action. Corrective action will be taken in accordance with Redwood Coast PACE policies and procedures. The severity of the corrective action will be decided by the Redwood Coast PACE Director depending upon the nature of the offense and may range from verbal counseling to written warning to suspension or immediate dismissal.
4. The Redwood Coast PACE Director will exercise discipline related to a staff person who is suspected of committing a participant rights violation in consultation with the HSRC Director of Human Resources. The Redwood Coast PACE Director will decide upon the severity of the corrective action depending upon the nature of the offense. If it is determined that a violation has been committed the staff person may be discharged.

5. Volunteers assigned to Redwood Coast PACE will be oriented to PACE by the Center Manager prior to beginning their volunteer work. They will receive a copy of and be required to take a short quiz on the Participant Bill of Rights and Responsibilities as part of their orientation. Violation of participant rights by volunteers will be handled through the Redwood Coast PACE Volunteer Services and in accordance with their policies and procedures. If it is determined that a violation has been committed the volunteer will be discharged.

F. Responding to Contractor Violations of Participant Rights

1. The Redwood Coast PACE Policy and Procedure on Contractor Incident Reporting and Resolution will guide the Redwood Coast PACE Director and Center Manager in responding to a suspected contractor violation of participant Rights.
2. Organizations that contract with Redwood Coast PACE to provide services to PACE and its participants will meet all requirements of the program with respect to participant rights. Contractors who fail to do so will be subject to the contractor incident reporting and resolution process.
3. All contractor incidents will be documented and reviewed quarterly as part of Quality Assurance and Performance Improvement.
4. Serious participant rights violation by a contractor resulting in client injury or death will be reported immediately through the Redwood Coast PACE Unusual Incident or Occurrence Reporting Policy and Procedure. The Redwood Coast PACE Director will terminate the contract within 24 hours of determining a rights violation.

VII. MONITORING

- A. The Redwood Coast PACE Director provides oversight to all aspects of assuring that participant rights and responsibilities are upheld.

VIII. REGULATORY CITATIONS

- A. Department of Health and Human Services, CMS, Federal Register Volume 64, No. 226, 42 CFR Part 460.110 – 112 and 116 – 118

IX. RELATED POLICIES

- A. Participant Bill of Rights and Responsibilities
- B. Employee Statement of Understanding of Participant Rights and Responsibilities

ATTACHMENT(S):

Redwood Coast PACE  
Section:

Policy Number:

Creation Date: 1/13/14

Effective Date: 4/15/2016

Revision Date:

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**Policy Name: Provider Appeals**

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**Purpose:**

To provide for responses to, and resolution of provider appeals in a timely manner, and in compliance with regulatory and contractual requirements.

**Policy:**

Redwood Coast PACE is committed to ensuring that providers have the right to appeal the authorization or denial of a service; denial, deferral or modification of a prior Authorization request on behalf of a participant; or the processing of a payment or non-payment of a claim by CVMS.

This process shall be communicated to all contracting providers whose claim has been denied.

**Definitions:**

An **appeal** is defined as a provider's action taken with respect to the authorization or denial of a service; denial, deferral or modification of a prior Authorization request on behalf of a participant; or the processing of a payment or non-payment of a claim by Redwood Coast PACE.

An appeal must be filed in writing. The appeals process may take one of two following forms:

- A **standard appeal** means a standard review process for response to, and resolution of, appeals as expeditiously as possible, but no later than 30 days after the PACE organization receives an appeal.
- An **expedited appeal** occurs when the provider believes that a participant's life, health, or ability to regain maximum function would be seriously jeopardized, absent provision of a service in dispute. The PACE organization will respond to the appeal as expeditiously as the participant's health condition requires, but no later than 72 hours after it receives the appeal. The 72-hour timeframe may be extended by up to 14 calendar days for either of the following reasons:
  1. The provider requests the extension.
  2. The PACE organization justifies to the State administering agency the need for additional information and how the delay is in the interest of the participant.

**General Information:**

1. The Program Director has primary responsibility for maintenance of the procedures, review of operations, and utilization of any patterns of appeals to formulate policy changes and procedural improvements in the administration of the plan.
2. Redwood Coast PACE will not discriminate against a provider solely on the grounds that an appeal has been filed.

3. Redwood Coast PACE will provide written information about the appeal process to a provider at the time of contract execution and at least annually thereafter.

## **Procedure:**

### **A. Filing an Appeal**

1. A provider must initiate an appeal in writing.
2. An appeal may be filed as a "standard appeal" or an "expedited appeal", depending on the urgency of the situation
  - a. A standard appeal may be filed in writing with the Redwood Coast PACE Quality Assurance Coordinator within 180 calendar days of an authorization modification denial of service or payment. The 180-day limit may be extended for good cause by Redwood Coast PACE and will follow the terms of the service contract where appropriate.
  - b. An expedited appeal may be filed in writing to Redwood Coast PACE if it is believed that a participant's life, health or ability to regain maximum function would be seriously jeopardized without provision of the service in dispute.
3. The Quality Assurance Coordinator notifies either the Program Director or the Medical Director of the appeal:
  - c. Appeals related to disputed health care services should be directed to the Medical Director.
  - d. Appeals related to disputed health care services or payment issues should be directed to the Program Director.

### **B. Acknowledgement of Receipt of Appeal**

1. The Medical Director or Program Director will acknowledge a standard appeal in writing within five (5) working days of the initial receipt of appeal by Redwood Coast PACE.
2. For an expedited appeal, the Quality Assurance Coordinator or designee informs the participant or representative within one (1) business day by telephone or in person that the request for an expedited appeal has been received and explains his/her additional appeal rights, as applicable.

### **C. Documentation of Receipt of Appeal**

1. All appeals will be documented on the day that it is received or as soon as possible after the event or events that precipitated the appeal, in the Provider Appeal Log.
2. Provider appeals are documented on the "*Provider Appeal Form.*"
3. In the event of insufficient information, *the Quality Assurance Coordinator or Designee will take all reasonable steps to* contact the provider obtain missing information in order to resolve the appeal within the designated timeframes for an expedited and standard appeal.

### **D. Documentation, Tracking, Analysis and Reporting**

1. All appeals related information shall be marked "confidential".
2. All Appeal-related information and correspondence, including the appeals log will be stored in locked cabinets in the Quality Assurance Department.
3. The *Appeals Log* will contain, at a minimum, the following information:
  - a. Name and telephone number of the staff person receiving the appeal
  - b. Date the appeal was filed
  - c. Provider filing the appeal
  - d. Description of the appeal
  - e. Action taken
  - f. Description and date of the final resolution.
4. Quality Assurance Coordinator is responsible for maintaining, aggregating, and analyzing information related to provider appeals to identify trends or patterns. On a quarterly basis, this information will be forwarded to Program staff.
5. A written summary of appeals including number, type, location, and disposition are reported to the Quality Assurance and Improvement Committee. As applicable.
6. Records of all appeals will be held confidentially and made available as needed to State and Federal agencies upon request.
7. Redwood Coast PACE shall maintain in its files copies of all appeals, the responses and recording of log for ten (10) years from the date the appeal was filed.
8. To ensure timeliness and accuracy in the appeals process, Redwood Coast PACE shall perform regular audits of the appeals log and files to ensure they correspond with regulatory requirements.

**J. Annual Review**

The provider appeals process will be reviewed with contract providers and all employees of Redwood Coast PACE on an annual basis.

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**Regulatory Citation:**

California Department of Health Services Contract (2008), Exhibit A, Attachment 7, Number 2 A-C

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**Disclosure of Ownership**  
**42 CFR § 455.104**

COUNTY OF HUMBOLDT

Legal Name of **Contractor**

**Contractor** certifies that all of the statements are complete, true and correct:

1. The name and address of each person or entity that has a direct or indirect ownership or control interest of five percent (5%) or more in the **Contractor** is listed below. An ownership interest includes stock, warrants, options, partnership or membership interests, debt instruments and any debt that is convertible to equity.

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2. The following person(s) listed in Item 1 are related as a spouse, parent, child or sibling.

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3. The officers of the **Contractor** are:

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Executed by the duly authorized representative of **Contractor**:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Title

\_\_\_\_\_  
Date