

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

95-1



FROM: Department of Mental Health

SUBMITTAL DATE:
August 24, 2009

SUBJECT: Mental Health Managed Care Indigent Hospital Provider Contracts.

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

- 1) Authorize the Chair of the Board of Supervisors to sign the Agreement with Kaiser Foundation Hospitals for FY 08/09;
- 2) Authorize the Chair of the Board of Supervisors to sign the Managed Care Indigent Hospital Providers as specified in Attachment "A" for FY 09/10;
- 3) Exempt the Riverside County Purchasing Agent from the sole source requirement and additional Board approval when adding new vendors up to \$100,000, while staying within the previously Board approved aggregate of \$1,000,000, and without securing competitive bids in accordance with Ordinance 459.4;
- 4) Authorize the Riverside County Purchasing Agent to sign ministerial amendments with Managed Care Indigent Hospital Providers as specified in Attachment "A" up to the previously Board approved aggregate amount of \$1,000,000; and
- 5) Authorize the Riverside County Purchasing Agent to shift funds as needed between the various vendors listed in Attachment "A" up to the previously Board approved aggregate amount of \$1,000,000, and annually renew the vendor contracts through June 30, 2013.

JW:MPS:SL

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 08/09 & 09/10

SOURCE OF FUNDS: 100% State	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Debra Cournoyer*
Debra Cournoyer

- Policy
- Policy
- Consent
- Consent

FORM APPROVED COUNTY COUNSEL
 BY: *Larisa R-Mickenna*
 LARISA R-MICKENNA
 DATE: 8/24/09
 Departmental Concurrence
 Purchasing: *Mark Seifer*
 Mark Seifer, Assistant Director

Prev. Agn. Ref.: 03.20.07 item 3.14 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.86

SUBJECT: Approve the Mental Health Managed Care Indigent Hospital Provider Contracts.

BACKGROUND:

On March 20, 2007, Agenda Item 3.14, the Riverside County Board of Supervisors approved the Department of Mental Health's (DOMH) mid-year adjustment to the Managed Care Indigent Hospital contracts for FY 07/08. During the same time, the Board of Supervisors authorized the Riverside County Purchasing Agent to increase, decrease, amend and annually renew these contracts through June 30, 2010. However, during this time, the DOMH did not foresee that there would be a subsequent future need to add Managed Care Indigent Hospital providers for an amount over \$100,000 in order to continue to effectively provide mental health services to the indigent constituents of the County of Riverside. These hospitals provide psychiatric inpatient hospital services for emotionally disturbed minors and seriously mentally ill older adults in need of acute psychiatric inpatient hospital services. The DOMH previously established an aggregate for these contracts of \$1,000,000 in order to make financial provisions for these services that are required by State law, and to make financial provisions to contract with all State approved hospitals that provide services to the mentally ill in the County of Riverside and surrounding areas as deemed necessary.

Therefore, the DOMH is requesting that the Board of Supervisors ratify the new Managed Care Indigent Provider contract with Kaiser Foundation Hospitals for FY 08/09; and ratify the other Managed Care Indigent Provider contracts as listed in Attachment "A" for FY 09/10 in order to make provisions for indigent hospital services to continue for Riverside County constituents residing within the County of Riverside and surrounding areas.

PERIOD OF PERFORMANCE:

The Kaiser Foundation Hospitals agreement for FY 08/09 has a period of performance from March 1, 2009 to June 30, 2009. This contract will be renewed for FY 09/10 by the Riverside County Purchasing Agent. In addition, the other Managed Care Indigent Hospital provider contracts outlined in Attachment "A" have a period of performance from July 1, 2009 to June 30, 2010 for FY 09/10.

FINANCIAL IMPACT:

A previously Board approved aggregate amount of \$1,000,000 was budgeted for FY 08/09 and for FY 09/10 to provide for all Managed Care Indigent Hospital Provider contracts to be put in place. No additional County funds are required at this time.

JUSTIFICATION FOR DELAY:

The Kaiser Foundation Hospitals returned their FY 08/09 new contract to the DOMH during the time that the Board of Supervisors was dark.

ATTACHMENT "A"

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
MANAGED CARE INDIGENT HOSPITAL CONTRACTS**

Indigent hospital contracts provide psychiatric inpatient services for consumers who are non Medi-Cal eligible under Title 22, Section 51001.

<u>CONTRACT NAME</u>	<u>CONTRACT AMOUNT</u>
AURORA BEHAVIORAL HEALTH CARE/CHARTER OAK	\$ 100,175
REDLANDS COMMUNITY	\$ 100,783
CANYON RIDGE HOSPITAL INC.	\$ 249,951
COLLEGE HOSPITAL OF COSTA MESA	\$ 25,770
KAISER FOUNDATIONS HOSPITAL	\$ 149,999
WESTERN MEDICAL CENTER – ANAHEIM	\$ 50,218
CONTRACT RESERVE	\$ 323,104
TOTAL	\$1,000,000

**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE AND
AURORA CHARTER OAKS**

That certain agreement between the County of Riverside (COUNTY) and Aurora Charter C
(CONTRACTOR) Originally approved by the Board of Supervisors on June 13, 2006, Agenda
3.19 for FY 07/08; renewed by the Purchasing Agent on June 3, 2008, for FY 08/09; and is he
renewed for FY 09/10, effective July 1, 2009, and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit
a contractor maximum obligation of \$100,175 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for
FY 09/10.
- All other provisions of this entire Agreement shall remain unchanged.

CONTRACTOR:

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

Signed: Todd A. Smith

Date: 6/24/09

Title: CEO

Address: 1161 EAST COVINA BLVD.
COVINA, CA 91724

Jeff Stone, Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Inham, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
Approved as to form

By: Samuel M. Mc
Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: AURORA CHARTER OAKS

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

1
2 B. MAXIMUM OBLIGATION:

3 COUNTY'S maximum obligation for fiscal year 2009/10 shall be \$100,175, subject
4 to availability of Federal, State, and local funds.

5 C. BUDGET:

6 Schedule I presents for planning purposes the budgetary details pursuant to this
7 Agreement. Schedule I contains the mode(s) of service, the service function(s), units,
8 revenues received, maximum obligation, and source of funding pursuant to this
9 Agreement.

10 D. REVENUES:

- 11 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
12 Institutions Code, and as further contained in the State Department of Mental
13 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
14 the provision of the services described pursuant to Exhibit A. Such revenues
15 may include but are not limited to, fees for services, private contributions,
16 grants or other funds.
- 17 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
18 Medicare or other third party benefits, shall be determined by the
19 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
20 sources in sequential order, with COUNTY as payor of last resort.
21 CONTRACTOR is to attempt to collect first from Medicare (if site is
22 Medicare certified), then insurance and then first party.
- 23 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
24 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
25 the COUNTY within 30 days of receipt.
- 26 4. CONTRACTOR is obligated to collect from the client any Medicare co-
27 insurance and/or deductible if the site is Medicare certified, and to collect and
28 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of

1 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
2 their annual liability. Medicare clients will be responsible for any co-
3 insurance and/or deductible for services rendered at Medicare certified sites.

- 4 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
5 CONTRACTOR'S published charges.

6 E. REALLOCATION OF FUNDS:

- 7 1. No funds allocated for any Mode of Service as designated in Schedule I may
8 be reallocated to another Mode of Service unless written approval is given by
9 the Program Manager prior to the end of either the Contract Period of
10 Performance or Fiscal year.
11 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
12 Exhibit C to another is prohibited without written approval from the Program
13 Manager prior to the end of the Contract Period of Performance or Fiscal year.

14 F. RECOGNITION OF FINANCIAL SUPPORT:

15 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
16 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

17 G. PAYMENT:

- 18 1. Monthly reimbursements may be withheld at the discretion of the Director or
19 designee due to material contract non-compliance, including auditor
20 disallowances.
21 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
22 shall be paid in arrears based upon the actual units of services provided and
23 entered into the COUNTY system. CONTRACTOR will submit a copy of the
24 approved Indigent Notification and Tar Form along with a copy of the medical
25 records within 14 days of the consumer's discharge to the Community Access
26 Referral Evaluation and Support Team for payment authorization. Indigent
27 Notification and Tar forms and medical records received after the fourteenth
28 (14) day of the consumer's discharge will be denied for payment.

1 CONTRACTOR will submit a monthly invoice on their stationery along with
2 payment authorizations. The invoice must be approved and signed by the
3 DIRECTOR or authorized designee of the CONTRACTOR. Monthly
4 invoices for approved claims should be mailed to the Managed Care Unit
5 within thirty (30) calendar days of receipt of the payment authorization.
6 Invoices received after the billable period will be denied for payment.

7 H. NON-PAYMENT:

8 The COUNTY shall reserve the right to withhold payment for admissions where
9 there is an illegal hold. An admission or continued hospitalization can be considered
10 "illegal" based on any one of the following:
11

12 1. Voluntary Admission:

- 13 a. A voluntary admission signed by an individual who does not have the
14 authority, which includes a probate conservator, out of state
15 guardianship, or guardian who cannot produce the legal court
16 document.
17
18 b. Any court order ordering the admission; minor or adult.
19
20 c. Durable power of attorney does not give the power to admit the
21 person or sign treatment agreements.

22 2. Involuntary Admission:

- 23 a. Keeping a person beyond seventy-two (72) hours without discharge,
24 signing voluntary or initiating a fourteen (14) day certification prior
25 to the expiration of the 72 hours.
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27 b. Keeping a person beyond the maximum period of seventeen (17) days
28 who has had intermittent periods of voluntary hospitalization and no
subsequent legal status.

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c. Not initiating any next involuntary treatment hold prior to the expiration of the previous hold. This is confirmed by review and the next hold reflects being untimely.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. In the event such payment is not made on demand, COUNTY may terminate or suspend this contract immediately upon serving written notice upon CONTRACTOR or at the discretion of the Director of Mental Health, withhold payments against amounts due under this Agreement or any Agreement(s) in subsequent years.
4. The contracting parties shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

CONTRACT PROVIDER : AURORA CHARTER OAKS

FISCAL YEAR: 2009/10

NEGOTIATED RATE (x)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208065\83950

SYSTEM RU NUMBER: 33D700

				TOTAL	
MODE OF SERVICE:	5	5	15		
SERVICE FUNCTION:	10	19			
NUMBER OF UNITS:	145	25	354		
COST PER UNIT: 475 Bed Day \$75 Doc Fee	\$550.00	\$463.00	\$25.00		
GROSS COST:	\$79,750	\$11,575	\$8,850	\$100,175	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	\$79,750	\$11,575	\$8,850	\$100,175	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MEDI-CAL/FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	
D. STATE GENERAL FUNDS	\$79,750	\$11,575	\$8,850	\$100,175	100%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	
F. MEDI-CAL MATCHING FUNDS:					
1. DPSS					
2. MANAGED CARE					
G. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$79,750	\$11,575	\$8,850	\$100,175	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert [Signature] DATE: 6/10/09

FISCAL SERVICES SIGNATURE:

Eric [Signature] DATE: 6/12/09

\$475 bed Day \$75 Doc Fee = \$550

\$388 + \$75 = \$463



**FY 2009/2010
 AGREEMENT RENEWAL
 BETWEEN COUNTY OF RIVERSIDE AND
 REDLANDS COMMUNITY HOSPITAL**

That certain agreement between the County of Riverside (COUNTY) and Redlands Community Hospital (CONTRACTOR) originally approved by the Board of Supervisors on February 7, 2006, Agenda item 3.23 for FY 06/07; renewed by the Purchasing Agent on August 19, 2008 for FY 08/09; and is hereby renewed for FY 09/10, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$100, 783 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I FY 09/10.
- All other provisions of this entire agreement shall remain unchanged.

COUNTY ADDRESS:

County of Riverside
 Board of Supervisors
 4080 Lemon Street, 5th Floor
 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
 Department of Mental Health
 P.O Box 7549
 Riverside, CA 92503-7549

CONTRACTOR:

Signed: 

Print name: James R. Holmes

Date: 8/20/09

Title: President/CEO

Address: 350 Terracina Boulevard
Redlands, CA 92373

COUNTY OF RIVERSIDE:


Jeff Stone, Chairman, Board of Supervisors

ATTEST:
 Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
 Approved as to Form

By: 



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Deputy County Counsel



**FY 2009/2010
 AGREEMENT RENEWAL
 BETWEEN COUNTY OF RIVERSIDE AND
 REDLANDS COMMUNITY HOSPITAL**

That certain agreement between the County of Riverside (COUNTY) and Redlands Community Hospital (CONTRACTOR) originally approved by the Board of Supervisors on February 7, 2006, Agenda item 3.23 for FY 06/07; renewed by the Purchasing Agent on August 19, 2008 for FY 08/09; and is hereby renewed for FY 09/10, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

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 Board of Supervisors
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 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
 Department of Mental Health
 P.O Box 7549
 Riverside, CA 92503-7549

CONTRACTOR:

Signed: *James R. Holmes*
 Print name: James R. Holmes

Date: 8/20/09

Title: President/CEO
 Address: 350 Terracina Boulevard
Redlands, CA 92373

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

ATTEST:
 Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
 Approved as to Form

By: *Pamela J. Walls*



Deputy County Counsel

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**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
REDLANDS COMMUNITY HOSPITAL**



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- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I FY 09/10.
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Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR:

Signed: *James R. Holmes*

Print name: James R. Holmes

Date: 8/20/09

Title: President/CEO

Address: 350 Terracina Boulevard
Redlands, CA 92373

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
Approved as to Form

By: *Janis R. Miller*



Deputy County Counsel

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EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: REDLANDS COMMUNITY HOSPITAL

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2009/10 shall be \$100,783, subject
3 to availability of Federal, State, and local funds.

4 C. BUDGET:

5 Schedule I presents for planning purposes the budgetary details pursuant to this
6 Agreement. Schedule I contains the mode(s) of service, the service function(s), units,
7 revenues received, maximum obligation, and source of funding pursuant to this
8 Agreement.

9 D. REVENUES:

- 10 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
11 Institutions Code, and as further contained in the State Department of Mental
12 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
13 the provision of the services described pursuant to Exhibit A. Such revenues
14 may include but are not limited to, fees for services, private contributions,
15 grants or other funds.
- 16 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
17 Medicare or other third party benefits, shall be determined by the
18 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
19 sources in sequential order, with COUNTY as payor of last resort.
20 CONTRACTOR is to attempt to collect first from Medicare (if site is
21 Medicare certified), then insurance and then first party.
- 22 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
23 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
24 the COUNTY within 30 days of receipt.
- 25 4. CONTRACTOR is obligated to collect from the client any Medicare co-
26 insurance and/or deductible if the site is Medicare certified, and to collect and
27 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
28 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of

1 their annual liability. Medicare clients will be responsible for any co-
2 insurance and/or deductible for services rendered at Medicare certified sites.

- 3 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
4 CONTRACTOR'S published charges.

5 E. REALLOCATION OF FUNDS:

- 6 1. No funds allocated for any Mode of Service as designated in Schedule I may
7 be reallocated to another Mode of Service unless written approval is given by
8 the Program Manager prior to the end of either the Contract Period of
9 Performance or Fiscal year.
- 10 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
11 Exhibit C to another is prohibited without written approval from the Program
12 Manager prior to the end of the Contract Period of Performance or Fiscal year.

13 F. RECOGNITION OF FINANCIAL SUPPORT:

14 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
15 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

16 G. PAYMENT:

- 17 1. Monthly reimbursements may be withheld at the discretion of the Director or
18 designee due to material contract non-compliance, including auditor
19 disallowances.
- 20 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
21 shall be paid in arrears based upon the actual units of services provided and
22 entered into the COUNTY system. CONTRACTOR will submit a copy of the
23 approved Indigent Notification and Tar Form along with a copy of the medical
24 records within 14 days of the consumer's discharge to the Community Access
25 Referral Evaluation and Support Team for payment authorization. Indigent
26 Notification and Tar forms and medical records received after the fourteenth
27 (14) day of the consumer's discharge will be denied for payment.
28 CONTRACTOR will submit a monthly invoice on their stationery along with

1 payment authorizations. The invoice must be approved and signed by the
2 DIRECTOR or authorized designee of the CONTRACTOR. Monthly
3 invoices for approved claims should be mailed to the Managed Care Unit
4 within thirty (30) calendar days of receipt of the payment authorization.
5 Invoices received after the billable period will be denied for payment.

6 H. NON-PAYMENT:

7 The COUNTY shall reserve the right to withhold payment for admissions where
8 there is an illegal hold. An admission or continued hospitalization can be considered
9 "illegal" based on any one of the following:
10

11 1. Voluntary Admission:

- 12 a. A voluntary admission signed by an individual who does not have the
13 authority, which includes a probate conservator, out of state
14 guardianship, or guardian who cannot produce the legal court
15 document.
16
17 b. Any court order ordering the admission; minor or adult.
18
19 c. Durable power of attorney does not give the power to admit the
20 person or sign treatment agreements.

21 2. Involuntary Admission:

- 22 a. Keeping a person beyond seventy-two (72) hours without discharge,
23 signing voluntary or initiating a fourteen (14) day certification prior
24 to the expiration of the 72 hours.
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26 b. Keeping a person beyond the maximum period of seventeen (17) days
27 who has had intermittent periods of voluntary hospitalization and no
28 subsequent legal status.

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c. Not initiating any next involuntary treatment hold prior to the expiration of the previous hold. This is confirmed by review and the next hold reflects being untimely.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. In the event such payment is not made on demand, COUNTY may terminate or suspend this contract immediately upon serving written notice upon CONTRACTOR or at the discretion of the Director of Mental Health, withhold payments against amounts due under this Agreement or any Agreement(s) in subsequent years.
4. The contracting parties shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

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Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

CONTRACT PROVIDER : REDLANDS COMMUNITY HOSPITAL

FISCAL YEAR: 2009/10

NEGOTIATED RATE (x)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208 /83950

SYSTEM RU NUMBER: 33GQAO

				TOTAL	
MODE OF SERVICE:	5	5			
SERVICE FUNCTION:	10	19			
NUMBER OF UNITS:	107	27			
COST PER UNIT:	\$818.00	491.00			
GROSS COST:	\$87,526	13,257		\$100,783	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	\$87,526	13,257		\$100,783	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION					%
A. MEDI-CAL/FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS	\$0	\$0		\$0	
D. STATE GENERAL FUNDS	\$87,526	\$13,257		\$100,783	100%
E. COUNTY FUNDS	\$0	\$0		\$0	
F. MEDI-CAL MATCHING FUNDS:					
1. DPSS					
2. MANAGED CARE					
G. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$87,526	\$13,257		\$100,783	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert [Signature] DATE: 6/10/09

FISCAL SERVICES SIGNATURE:

Susan [Signature] DATE: 6/12/09

\$728 bed day \$90 Prof Fee = \$818

\$401 + \$90 = \$491

**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
CANYON RIDGE HOSPITAL, INC.**

That certain agreement between the County of Riverside (COUNTY) and Canyon Ridge Hospital, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on June 28, 2005, Agenda 3.31. Consent to assignment approved on September 13, 2005, Agenda Item 3.54, renewed by the Purchasing Agent for FY 08/09 on June 30, 2008, Amended by the Purchasing Agent on December 28, 2008, is hereby renewed, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$249, 951 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I FY 09/10.
- All other provisions of this entire agreement shall remain unchanged.

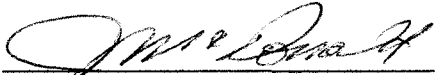
COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR:

Signed: 

Print name: JEFF McDONALD

Date: AUGUST 19, 2009

Title: CHIEF OPERATING OFFICER

Address: 5353 G Street
Chino, CA 91710

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

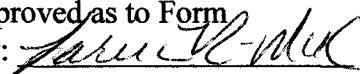
ATTEST:
Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 

Deputy County Counsel

**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
CANYON RIDGE HOSPITAL, INC.**

That certain agreement between the County of Riverside (COUNTY) and Canyon Ridge Hospital, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on June 28, 2005, Agenda 3.31. Consent to assignment approved on September 13, 2005, Agenda Item 3.54, renewed by the Purchasing Agent for FY 08/09 on June 30, 2008, Amended by the Purchasing Agent on December 28, 2008, is hereby renewed, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$249, 951 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I FY 09/10.
- All other provisions of this entire agreement shall remain unchanged.

COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR:

Signed: 

Print name: JEFF McDONALD

Date: AUGUST 19, 2009

Title: CHIEF OPERATING OFFICER

Address: 5353 G Street
Chino, CA 91710

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 

Deputy County Counsel

**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
CANYON RIDGE HOSPITAL, INC.**

That certain agreement between the County of Riverside (COUNTY) and Canyon Ridge Hospital, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on June 28, 2005, Agenda 3.31. Consent to assignment approved on September 13, 2005, Agenda Item 3.54, renewed by the Purchasing Agent for FY 08/09 on June 30, 2008, Amended by the Purchasing Agent on December 28, 2008, is hereby renewed, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$249, 951 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I FY 09/10.
- All other provisions of this entire agreement shall remain unchanged.

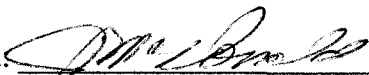
COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR:

Signed: 

Print name: JEFF McDONALD

Date: AUGUST 19, 2009

Title: CHIEF OPERATING OFFICER

Address: 5353 G Street
Chino, CA 91710

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 

Deputy County Counsel

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: CANYON RIDGE HOSPITAL, INC.

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

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B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/10 shall be \$249,951, subject to availability of Federal, State, and local funds.

C. BUDGET:

Schedule I presents for planning purposes the budgetary details pursuant to this Agreement. Schedule I contains the mode(s) of service, the service function(s), units, revenues received, maximum obligation, and source of funding pursuant to this Agreement.

D. REVENUES:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Mental Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds.
2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare or other third party benefits, shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with COUNTY as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party.
3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within 30 days of receipt.
4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified, and to collect and clear with the State any Medi-Cal Share of Cost. Patients/clients with share of

1 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
2 their annual liability. Medicare clients will be responsible for any co-
3 insurance and/or deductible for services rendered at Medicare certified sites.

- 4 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
5 CONTRACTOR'S published charges.

6 E. REALLOCATION OF FUNDS:

- 7 1. No funds allocated for any Mode of Service as designated in Schedule I may
8 be reallocated to another Mode of Service unless written approval is given by
9 the Program Manager prior to the end of either the Contract Period of
10 Performance or Fiscal year.
- 11 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
12 Exhibit C to another is prohibited without written approval from the Program
13 Manager prior to the end of the Contract Period of Performance or Fiscal year.

14 F. RECOGNITION OF FINANCIAL SUPPORT:

15 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
16 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

17 G. PAYMENT:

- 18 1. Monthly reimbursements may be withheld at the discretion of the Director or
19 designee due to material contract non-compliance, including auditor
20 disallowances.
- 21 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
22 shall be paid in arrears based upon the actual units of services provided and
23 entered into the COUNTY system. CONTRACTOR will submit a copy of the
24 approved Indigent Notification and Tar Form along with a copy of the medical
25 records within 14 days of the consumer's discharge to the Community Access
26 Referral Evaluation and Support Team for payment authorization. Indigent
27 Notification and Tar forms and medical records received after the fourteenth
28 (14) day of the consumer's discharge will be denied for payment.

1 CONTRACTOR will submit a monthly invoice on their stationery along with
2 payment authorizations. The invoice must be approved and signed by the
3 DIRECTOR or authorized designee of the CONTRACTOR. Monthly
4 invoices for approved claims should be mailed to the Managed Care Unit
5 within thirty (30) calendar days of receipt of the payment authorization.
6 Invoices received after the billable period will be denied for payment.

7 H. NON-PAYMENT:

8 The COUNTY shall reserve the right to withhold payment for admissions where
9 there is an illegal hold. An admission or continued hospitalization can be considered
10 "illegal" based on any one of the following:
11

12 1. Voluntary Admission:

- 13 a. A voluntary admission signed by an individual who does not have the
14 authority, which includes a probate conservator, out of state
15 guardianship, or guardian who cannot produce the legal court
16 document.
17
18 b. Any court order ordering the admission; minor or adult.
19
20 c. Durable power of attorney does not give the power to admit the
21 person or sign treatment agreements.

22 2. Involuntary Admission:

- 23 a. Keeping a person beyond seventy-two (72) hours without discharge,
24 signing voluntary or initiating a fourteen (14) day certification prior
25 to the expiration of the 72 hours.
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27 b. Keeping a person beyond the maximum period of seventeen (17) days
28 who has had intermittent periods of voluntary hospitalization and no
subsequent legal status.

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c. Not initiating any next involuntary treatment hold prior to the expiration of the previous hold. This is confirmed by review and the next hold reflects being untimely.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. In the event such payment is not made on demand, COUNTY may terminate or suspend this contract immediately upon serving written notice upon CONTRACTOR or at the discretion of the Director of Mental Health, withhold payments against amounts due under this Agreement or any Agreement(s) in subsequent years.
4. The contracting parties shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

CONTRACT PROVIDER : CANYON RIDGE HOSPITAL, INC.

FISCAL YEAR: 2009/10

NEGOTIATED RATE (x)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208175/83950

SYSTEM RU NUMBER: 33GN01

				TOTAL
MODE OF SERVICE:	5	5		
SERVICE FUNCTION:	10	19		
NUMBER OF UNITS:	263	102		
COST PER UNIT: 675 Bed Day \$90 Doc Fee	\$765.00	478.00		
GROSS COST:	\$201,195	48,756		\$249,951
LESS REVENUES COLLECTED BY CONTRACTORS:				
A. PATIENT FEES				
B. PATIENT INSURANCE				
C. OTHER				
TOTAL CONTRACTOR REVENUES				
LESS MEDI-CAL/FFP				
MAXIMUM OBLIGATION	\$201,195	48,756		\$249,951
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION				%
A. MEDI-CAL/FFP				
B. FEDERAL FUNDS				
C. REALIGNMENT FUNDS	\$0	\$0		\$0
D. STATE GENERAL FUNDS	\$201,195	\$48,756		\$249,951
E. COUNTY FUNDS	\$0	\$0		\$0
F. MEDI-CAL MATCHING FUNDS:				
1. DPSS				
2. MANAGED CARE				
G. OTHER:				
TOTAL (SOURCES OF FUNDING)	\$201,195	\$48,756		\$249,951
				100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert Law

DATE:

6/10/09

FISCAL SERVICES SIGNATURE:

Sue B...

DATE:

6/12/09

\$675 bed Day \$90 Prof Fee = \$765

\$388 + 90 = \$478

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**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
COLLEGE HOSPITAL - COSTA MESA**

That certain agreement between the County of Riverside (COUNTY) and College Hospital-Costa Mesa (CONTRACTOR) Originally approved by the Board of Supervisors on March 20, 2007, Agenda Item 3.14 for FY 07/08; renewed by the Purchasing Agent on June 3, 2008, for FY 08/09; and is hereby renewed for FY 09/10 effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$25,770 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 09/10.
- All other provisions of this entire Agreement shall remain unchanged.

CONTRACTOR:

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

Signed: WM [Signature], Ed.D.

Jeff Stone, Chairman, Board of Supervisors

Date: 10/29/09

Title: CEO
Address: 301 VICTORIA STREET
COSTA MESA, CA 92627

ATTEST:
Kecia Harper-Thom, Clerk

Deputy

COUNTY COUNSEL
PAMELA J. WALLS
Approved as to form

By: [Signature]

Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: COLLEGE HOSPITAL – COSTA MESA

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2009/10 shall be \$25,770, subject to
3 availability of Federal, State, and local funds.

4 C. BUDGET:

5 Schedule I presents for planning purposes the budgetary details pursuant to this
6 Agreement. Schedule I contains the mode(s) of service, the service function(s), units,
7 revenues received, maximum obligation, and source of funding pursuant to this
8 Agreement.

9 D. REVENUES:

- 10 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
11 Institutions Code, and as further contained in the State Department of Mental
12 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
13 the provision of the services described pursuant to Exhibit A. Such revenues
14 may include but are not limited to, fees for services, private contributions,
15 grants or other funds.
- 16 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
17 Medicare or other third party benefits, shall be determined by the
18 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
19 sources in sequential order, with COUNTY as payor of last resort.
20 CONTRACTOR is to attempt to collect first from Medicare (if site is
21 Medicare certified), then insurance and then first party.
- 22 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
23 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
24 the COUNTY within 30 days of receipt.
- 25 4. CONTRACTOR is obligated to collect from the client any Medicare co-
26 insurance and/or deductible if the site is Medicare certified, and to collect and
27 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
28 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of

1 their annual liability. Medicare clients will be responsible for any co-
2 insurance and/or deductible for services rendered at Medicare certified sites.

- 3 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
4 CONTRACTOR'S published charges.

5 E. REALLOCATION OF FUNDS:

- 6 1. No funds allocated for any Mode of Service as designated in Schedule I may
7 be reallocated to another Mode of Service unless written approval is given by
8 the Program Manager prior to the end of either the Contract Period of
9 Performance or Fiscal year.
- 10 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
11 Exhibit C to another is prohibited without written approval from the Program
12 Manager prior to the end of the Contract Period of Performance or Fiscal year.

13 F. RECOGNITION OF FINANCIAL SUPPORT:

14 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
15 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

16 G. PAYMENT:

- 17 1. Monthly reimbursements may be withheld at the discretion of the Director or
18 designee due to material contract non-compliance, including auditor
19 disallowances.
- 20 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
21 shall be paid in arrears based upon the actual units of services provided and
22 entered into the COUNTY system. CONTRACTOR will submit a copy of the
23 approved Indigent Notification and Tar Form along with a copy of the medical
24 records within 14 days of the consumer's discharge to the Community Access
25 Referral Evaluation and Support Team for payment authorization. Indigent
26 Notification and Tar forms and medical records received after the fourteenth
27 (14) day of the consumer's discharge will be denied for payment.
28 CONTRACTOR will submit a monthly invoice on their stationery along with

1 payment authorizations. The invoice must be approved and signed by the
2 DIRECTOR or authorized designee of the CONTRACTOR. Monthly
3 invoices for approved claims should be mailed to the Managed Care Unit
4 within thirty (30) calendar days of receipt of the payment authorization.
5 Invoices received after the billable period will be denied for payment.

6 H. NON-PAYMENT:

7 The COUNTY shall reserve the right to withhold payment for admissions where
8 there is an illegal hold. An admission or continued hospitalization can be considered
9 "illegal" based on any one of the following:
10

11 1. Voluntary Admission:

- 12 a. A voluntary admission signed by an individual who does not have the
13 authority, which includes a probate conservator, out of state
14 guardianship, or guardian who cannot produce the legal court
15 document.
16
17 b. Any court order ordering the admission; minor or adult.
18
19 c. Durable power of attorney does not give the power to admit the
20 person or sign treatment agreements.

21 2. Involuntary Admission:

- 22 a. Keeping a person beyond seventy-two (72) hours without discharge,
23 signing voluntary or initiating a fourteen (14) day certification prior
24 to the expiration of the 72 hours.
25
26 b. Keeping a person beyond the maximum period of seventeen (17) days
27 who has had intermittent periods of voluntary hospitalization and no
28 subsequent legal status.

1 c. Not initiating any next involuntary treatment hold prior to the
2 expiration of the previous hold. This is confirmed by review and the
3 next hold reflects being untimely.
4

5 I. AUDITS:

- 6 1. CONTRACTOR agrees that any duly authorized representative of the Federal
7 Government, the State or COUNTY shall have the right to audit, inspect,
8 excerpt, copy or transcribe any pertinent records and documentation relating
9 to this Agreement or previous Agreements in previous years.
- 10 2. If this contract is terminated in accordance with Section XXIX,
11 TERMINATION PROVISIONS, COUNTY may conduct a final audit of the
12 CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY
13 shall not be made until audit results are known and all accounts are reconciled.
- 14 3. Any audit exception resulting from an audit conducted by any duly authorized
15 representative of the Federal Government, the State or COUNTY shall be the
16 responsibility of the CONTRACTOR. In the event such payment is not made
17 on demand, COUNTY may terminate or suspend this contract immediately
18 upon serving written notice upon CONTRACTOR or at the discretion of the
19 Director of Mental Health, withhold payments against amounts due under this
20 Agreement or any Agreement(s) in subsequent years.
- 21 4. The contracting parties shall be subject to the examination and audit of the
22 Office of the Inspector General for a period of three (3) years after final
23 payment under contract (Government Code, Section 8546.7). The
24 CONTRACTOR will also be subject to the examination and audit of the State
25 Auditor General for a period of three (3) years after final payment under this
26 contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

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Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER : COLLEGE HOSPITAL - COSTA MESA FISCAL YEAR: 2009/10
 NEGOTIATED RATE (x) ACTUAL COST () NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208075/83950 SYSTEM RU NUMBER: 33DQ00

				TOTAL	
MODE OF SERVICE:	5	5			
SERVICE FUNCTION:	10	19			
NUMBER OF UNITS:	26	20			
COST PER UNIT: \$560 Bed Day \$75 Doc Fee	\$635.00	463.00			
GROSS COST:	\$16,510	9,260		\$25,770	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	\$16,510	9,260		\$25,770	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MEDI-CAL/FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS	\$0	\$0		\$0	
D. STATE GENERAL FUNDS	\$16,510	\$9,260		\$25,770	100%
E. COUNTY FUNDS	\$0	\$0		\$0	
F. MEDI-CAL MATCHING FUNDS:					
1. DPSS					
2. MANAGED CARE					
G. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$16,510	\$9,260		\$25,770	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert Cain DATE: 7/19/09

FISCAL SERVICES SIGNATURE:

Evo Bith DATE: 7/13/09

\$560 bed day \$75 Prof Fee = \$635

\$388 + \$75 = \$463

MANAGE CARE/AGENCY

1
2 THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE
3 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF
4 CALIFORNIA, HEREINAFTER REFERRED TO AS COUNTY AND KAISER
5 FOUNDATION HOSPITALS, HEREINAFTER REFERRED TO AS CONTRACTOR.
6

7 PREAMBLE

8 WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain
9 mental health services contemplated and authorized by the California Welfare and Institutions
10 Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., which the
11 CONTRACTOR is equipped, staffed and prepared to provide; and
12

13 WHEREAS, the COUNTY believes that it is in the best interest of the people of
14 Riverside County to provide these services by contract; and
15

16 WHEREAS, these services as described in Exhibit A attached hereto, shall be provided
17 by CONTRACTOR in accordance with the applicable laws, codes and policies contained in,
18 but not limited to, Exhibit B attached hereto, along with the Riverside County Department of
19 Mental Health Plan Provider Manual hereinafter referred to as the PROVIDER MANUAL,
20 and the Riverside County Mental Health Plan herein referred to as the PLAN and available
21 upon request at the Department of Mental Health.
22

23 NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES,
24 COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES
25 HERETO MUTUALLY AGREE AS PROVIDED ON PAGES 1 THROUGH 30 AND
26 EXHIBITS A, B, C, THE PLAN, AND PROVIDER MANUAL.
27

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I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective as of **March 1, 2009**, and continue in effect through **June 30, 2009**. The contract may thereafter be renewed annually, up to an additional one (1) year, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein.

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

Pursuant to Welfare & Institutions Code (WIC), Section 5608, CONTRACTOR hereunder shall provide services under the general supervision of the County Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to extend to DIRECTOR, or his designee, and to authorized State representatives, the right to review and monitor CONTRACTOR'S facilities, programs, policies, practices, books, records, or procedures at any reasonable time. In exercising the right to review or monitor CONTRACTOR'S facilities, the COUNTY shall enforce applicable COUNTY policies with

1 regards to threats and violent behavior or harassment in the workplace concerning its
2 employees. CONTRACTOR shall cooperate with any such effort by COUNTY including
3 follow-up investigation and interview of witnesses. Failure to cooperate or take corrective
4 action as may be indicated by an investigation could result in termination of this Agreement.
5

6 V

7 STATUS OF CONTRACTOR:

8 This Agreement is by and between the COUNTY and CONTRACTOR and is not
9 intended, and shall not be construed, to create the relationship of agent, servant, employee,
10 partnership, joint venture, or association, as between COUNTY and CONTRACTOR and
11 CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to
12 COUNTY employees. CONTRACTOR is, and shall at all times be deemed to be, an
13 independent contractor and shall be wholly responsible for the manner in which it performs
14 the services required of it by the terms of this Agreement. CONTRACTOR assumes the
15 exclusive responsibility and liability for the acts of its employees or agents as they relate to
16 services to be provided. CONTRACTOR shall bear the sole responsibility and liability for
17 furnishing workers' compensation benefits to any person for injuries arising from or
18 connected with services performed on behalf of COUNTY pursuant to this Agreement.
19 CONTRACTOR certifies that it is aware of the Occupational Safety and Health
20 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards
21 and laws and regulations relating thereto, and shall comply therewith as to all relative
22 elements under this Agreement. CONTRACTOR is responsible for payment and deduction of
23 all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's
24 employees, including but not limited to all federal and state income taxes and withholdings.
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1 COUNTY shall not be required to make any deductions from compensation payable to
2 CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any
3 and all claims that may be made against COUNTY based upon any contention by a third party
4 that an employer-employee relationship exists by reason of this contract; and CONTRACTOR
5 shall indemnify COUNTY for any and all federal or state withholding or retirement payments
6 which COUNTY may be required to make pursuant to federal or state law.
7

8 VI

9 CHANGE IN STATUS:

10
11 If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
12 detailed description of the change must be submitted to COUNTY in writing at least sixty (60)
13 days prior to the effective date of the change. A change in status is defined as moving the
14 Facility's (as defined in Exhibit A) service location, closing the Facility, structural changes at
15 Facility, change of ownership or majority ownership, change in business structure at Facility,
16 CONTRACTOR'S ownership of other businesses dealing with CONTRACTOR under this
17 agreement changes, or change in services offered at Facility. Involuntary changes of status
18 due to disasters should be reported to the COUNTY as soon as possible.
19

20 VII

21 DELEGATION AND ASSIGNMENT:

22
23 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
24 without prior written consent of COUNTY; provided, however, obligations undertaken by
25 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
26 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet
27 the requirements of this Agreement as they relate to the service or activity under subcontract,
28

1 and include any provisions that DIRECTOR (or his designee) may require. No subcontract
2 shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this
3 Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
4 without the prior written consent of COUNTY. Any attempted assignment or delegation in
5 derogation of this paragraph shall be void. Any change in the corporate or business structure
6 of CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.
7

8 VIII

9 ALTERATION:

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11 No alteration or variation of the terms of this Agreement shall be valid unless made in
12 writing and signed by the parties hereto, and no oral understanding or agreement not
13 incorporated herein, shall be binding on any of the parties hereto.
14

15 IX

16 LICENSES:

17 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
18 certifications, waivers and exemptions necessary to provide services hereunder and required
19 by the laws or regulations of the United States, State of California, the COUNTY OF
20 RIVERSIDE and all other appropriate governmental agencies, and agrees to maintain these
21 throughout the term of this Agreement. CONTRACTOR shall notify DIRECTOR, or his
22 designee, immediately and in writing of its inability to maintain, irrespective of the pendency
23 of an appeal, such licenses, permits, approvals, certifications, waivers or exemptions.
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X

INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, agents, elected and appointed officials and representatives from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of or in anyway relating to this Agreement, for property damage, bodily injury, or death or any other element of damage of any kind or nature resulting from any acts or failure to act or omission on the part of the CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, the State of California, their respective directors, officers, Board of Supervisors, employees, agents, elected and appointed officials and representatives in any legal claim or action based upon such alleged acts, failure to act or omissions.

XI

INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages through policies of insurance program(s) of self-insurance, during the term of this Agreement.

1 A. Workers' Compensation:

2 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
3 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of
4 the State of California. Policy shall include Employers' Liability (Coverage B) including
5 Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy
6 shall be endorsed to waive subrogation in favor of the County of Riverside; and, if
7 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
8

9 B. Commercial General Liability:

10 Commercial General Liability insurance coverage, including but not limited to, premises
11 liability, contractual liability, completed operations, personal and advertising injury covering
12 claims which may arise from or out of CONTRACTOR'S performance of its obligations
13 hereunder, whether such operations, use or performance by CONTRACTOR, and, including
14 but not limited to, any subcontractor, vendor, or anyone employed directly or indirectly by
15 them or volunteers serving either of them. Policy shall name all Agencies, Districts, Special
16 Districts, and Departments of the County of Riverside, the State of California, their
17 respective directors, officers, Board of Supervisors, employees, elected and appointed
18 officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not
19 be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
20 general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
21 times the occurrence limit.
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25 C. Vehicle Liability:

26 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
27 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all
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1 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
2 combined single limit. If such insurance contains a general aggregate limit, it shall apply
3 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall
4 name, all Agencies, Districts, Special Districts, and Departments of the County of Riverside,
5 their respective directors, officers, Board of Supervisors, employees, elected and appointed
6 officials, agents or representatives as Additional Insureds.
7

8 D. Professional Liability:

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

- 26
27 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
28 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:

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8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall

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terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

4. It is understood and agreed by the parties hereto and the CONTRACTOR'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

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XII

LIMITATION OF COUNTY LIABILITY:

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

XIII

WARRANTY AGAINST CONTINGENT FEES:

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For CONTRACTOR'S breach or violation of this warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIV

NONDISCRIMINATION.

A. EMPLOYMENT.

1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental handicap, marital status or medical conditions. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer;

1 recruitment or recruitment advertising; layoff or termination; rate of pay or other
2 forms of compensation; and selection for training, including apprenticeship. There
3 shall be posted in conspicuous places, available to employees and applicants for
4 employment, notices from DIRECTOR, or his designee, and/or the United States
5 Equal Employment Opportunity Commission setting forth the provisions of this
6 Section.
7

- 8
- 9 2. All solicitations or advertisements for employees placed by or on behalf of
10 CONTRACTOR shall state that all qualified applicants will receive consideration for
11 employment without regard to race, religion, color, sex, national origin, age, sexual
12 preference, or physical or mental handicap, medical conditions or marital status.
- 13 3. Each labor union or representative of workers with which CONTRACTOR has a
14 collective bargaining agreement or other contract or understanding must post a
15 notice advising the labor union or workers' representative of the commitments under
16 this Nondiscrimination Section and shall post copies of the notice in conspicuous
17 places available to employees and applicants for employment.
- 18
- 19 4. In the event of noncompliance with this section or as otherwise provided by State
20 and Federal law, this Agreement may be terminated or suspended in whole or in part
21 and CONTRACTOR may be declared ineligible for further contracts involving State
22 funds.
23

24 B. SERVICES, BENEFITS, AND FACILITIES:

25 CONTRACTOR shall not discriminate in the provision of services, the allocation of
26 benefits, or in the accommodation in facilities on the basis of color, race, religion, national
27 origin, sex, age, sexual preference, physical or mental handicap, medical conditions, or marital
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1 status in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d
2 and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise
3 provided by State law and regulations, as all may now exist or be hereafter amended or
4 changed.
5

6 1. For the purpose of this Section, discrimination means denying a participant or
7 potential participant any service, benefit, or accommodation that would be provided
8 to another and includes, but is not limited to, the following:

- 9
- 10 a. Denying a participant any service or benefit or availability of a facility.
 - 11 b. Providing any service or benefit to a participant, which is different or is
12 provided in a different manner or at a different time or place from that
13 provided to other participants on the basis of race, color, creed or national
14 origin.
 - 15 c. Restricting a participant in any way in the enjoyment of any advantage or
16 privilege enjoyed by others receiving any service or benefit.
 - 17 d. Treating a participant differently from others in satisfying any admission
18 requirement or condition, or eligibility requirement or condition, which
19 individuals must meet in order to be provided any service or benefit.
20

21

22 2. CONTRACTOR shall further establish and maintain written procedures under
23 which any person, applying for or receiving services hereunder, may seek resolution
24 from CONTRACTOR of a complaint with respect to any alleged discrimination in
25 the provision of services by CONTRACTOR'S personnel. Such procedures shall
26 also include a provision whereby any such person, who is dissatisfied with
27 CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to
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DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.

3. All individual group and organizational providers will maintain a safe facility in accordance with Title 9, Chapter 11, Section 1810.435 (b)(2) of the California Code of Regulations. Individual, group and organizational providers will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S "Medication Guidelines," and "Psychotropic Medication Protocols for Children and Adolescents" publications distributed by COUNTY Quality Improvement Division.

XV

PERSONS WITH DISABILITIES:

CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements as imposed by the applicable Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.

XVI

VOTER REGISTRATION ACT:

CONTRACTOR agrees to comply with section 7 of the National Voter Registration Act 1993 (42 USC SECTION 1973gg) and all requirements as imposed by State Department of Mental Health and all guidelines and interpretations issued pursuant thereto.

XVII

REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System as required by the DIRECTOR, or his designee. CONTRACTOR shall report program, client and staff data about the CONTRACTOR'S program, within specified time periods as required by the DIRECTOR, or his authorized designee.
- B. CONTRACTOR shall make other reports as required by DIRECTOR, or his authorized designee, or by the State Department of Mental Health, concerning CONTRACTOR'S activities as they affect the duties and purposes contained herein, and as referenced in Exhibit C. In no event, however, may COUNTY require such reports unless it has provided CONTRACTOR with prior written notification of at least thirty (30) days.

XVIII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this

1 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this
2 Law.

3
4 XIX

5 CONFIDENTIALITY:

6 CONTRACTOR shall maintain the confidentiality of all its records, including but not
7 limited to billings, COUNTY records, patient records, and COUNTY'S client management
8 information system (SPUDS) in accordance with WIC Section 5328 through 5330, inclusive,
9 Title 45 Code of Federal Regulations, Section 205.50, and all other applicable current or
10 future COUNTY, State and Federal laws, regulations, ordinances and directives relating to
11 confidentiality of client records and information.
12

13 A The CONTRACTOR shall protect from unauthorized disclosure, confidential client
14 identifying information obtained or generated in the course of providing services
15 pursuant to this contract except for non-identifying statistical information. The
16 CONTRACTOR shall not use identifying information for any purpose other than
17 carrying out the CONTRACTOR'S obligations under this contract.
18

19 B. The CONTRACTOR shall not disclose except as authorized by client, clients' legal
20 representative or as permitted by Federal or State law, to anyone other than the
21 COUNTY or State without prior valid authorization from the client or clients' legal
22 representative in accordance with State and Federal laws. Any disclosures made shall
23 be logged and the log maintained in accordance with State and Federal law.
24

25 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
26 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy
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1 of any document released as a result of such request, and will provide the name, address
2 and telephone number of the requesting party.

3 D. CONTRACTOR shall require all its officers, employees, and agents providing services
4 hereunder to acknowledge, in writing, understanding of and agreement to comply with
5 said confidentiality provisions.
6

7 XX

8 RECORDS:

9 All records shall be available for inspection by the designated auditors of COUNTY,
10 State Department of Mental Health, State Department of Justice, State Department of Health
11 Services, U.S. Department of Health and Human Services and the U.S Office of the Inspector
12 General at reasonable times during normal business hours. Records include, but are not
13 limited to all physical and electronic records originated or prepared pursuant to the
14 performance under this contract including, but not limited to, working papers, reports,
15 financial records or books of account, medical records, prescription files, subcontracts, any
16 and other documentation pertaining to medical and non-medical services for clients. Upon
17 request, at any time during the period of this contract, the CONTRACTOR will furnish any
18 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
19 examination and audit of the Office of the Inspector General for a period of three years after
20 final payment under contract.
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22 A. Medical Records. CONTRACTOR shall maintain adequate medical records on each
23 individual patient which shall include at a minimum, a client care plan, diagnostic
24 procedures, evaluation studies, problems to be addressed, medications provided, and
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records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of patient interviews and progress notes.

B. Financial Records. CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California.

C. Financial Record Retention. Appropriate financial records shall be maintained and retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception and appeal, until the audit finding is resolved, whichever is later.

D. Patient Record Retention. Patient records shall be maintained and retained by CONTRACTOR for a minimum of seven (7) years following discharge of the client except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years.

E. Shared Records. CONTRACTOR and COUNTY shall maintain a reciprocal shared record policy, which allows for sharing of client records between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR cannot release these client records to a third party without prior authorization from client.

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STAFFING:

CONTRACTOR shall operate at Facility continuously throughout the term of this Agreement in conformance to the staffing expectations as described in Exhibit A. Such personnel shall be qualified, holding appropriate licenses in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of Regulations (CCR's), State Department of Mental Health policy letters, and any amendments thereto. Furthermore, CONTRACTOR acknowledges all its officers; employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the Federal "List of Excluded Parties" registry.

A. During the term of this Agreement, CONTRACTOR shall have available and shall provide upon request to authorized representatives of COUNTY a list of persons by name, title, professional degree and experience that are providing services hereunder.

B. Where applicable, CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences in which professional and other appropriate personnel shall participate. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8,

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commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XXII

CULTURAL COMPETENCY:

CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring, maintaining and providing staff that can deliver services in the manner specified to the diverse Multi-cultural population served under this Agreement. CONTRACTOR shall provide multi-cultural services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural diversity includes, but is not limited to, ethnicity; age; sexual preference; gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide these services in the manner specified. Documentation may include, but not limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in COUNTY sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

A. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures

1 related to the treatment of culturally diverse populations. CONTRACTOR shall perform
2 specific outcome studies, on-site reviews and written reports to be made available to the
3 COUNTY upon request.
4

5 B. CONTRACTOR shall provide services that are non-discriminatory and that meet the
6 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR shall
7 ensure that high quality accessible mental health care includes:

- 8 1. Clinical care and therapeutic interventions which are linguistically and
9 culturally appropriate; including, at a minimum, admission, discharge, and
10 medication consent forms available in Spanish.
- 11 2. Medically appropriate interventions, which acknowledge specific cultural
12 influences.
- 13 3. Provision and utilization of qualified interpreters within twenty-four (24) hours
14 of identified need.
- 15 4. Screening and certification of interpreters as specified in subparagraph 3 below.
- 16 5. Training to mental health providers in building the cultural knowledge and skill
17 required to provide culturally appropriate treatment of client population served.
- 18 6. Client related information translated into the various languages of the diverse
19 populations served.
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23 C. CONTRACTOR shall cause to be available bilingual professional staff or qualified
24 interpreter to ensure adequate communication between clients and mental health staff.
25 Any individual with limited English language capability or other communicative barriers
26 shall have equal access to mental health services.
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- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate mental health terminology necessary to convey information such as symptoms or instructions to the client in both languages.
- b. A fluently bilingual person, who is not trained in the provision of mental health services, must complete training prior to providing services, which covers terms and concepts associated with mental illness, psychotropic medications, and cultural beliefs and practices which may influence the client's mental health condition.

XXIII

CONFLICT OF INTEREST:

CONTRACTOR agrees that all reasonable efforts will be taken to ensure that no conflict of interest exists between its officers, agents, or employees. Contractor will prevent employee, consultants, or member of governing bodies from using their position for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the State or County determines that a conflict of interest situation exists, any increase in cost associated with the conflict of interest may be disallowed and such conflict may constitute grounds for termination of the contract. This provision shall not be construed to prohibit employment of persons with whom the

1 contract officers, agents and employees have family, business, or other ties so long as
2 the employment of such persons does not result in increased costs over those associated
3 with employment of any other qualified applicant on a merit basis.
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5 XXIV

6 PATIENT RIGHTS:

7 Patient rights shall be observed by CONTRACTOR as provided in the WIC Section
8 5325 and Title 9 of the California Code of Regulations. COUNTY Patients' Rights Advocates
9 will be given access to clients, clients' records, and facility personnel to monitor the
10 CONTRACTOR'S compliance with said statutes and regulations.
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12 XXV

13 FAIR HEARING:

14 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
15 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
16 established and indicated in the Riverside County Mental Health Plan Provider Manual.
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18 XXVI

19 WAIVER OF PERFORMANCE:

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

FEDERAL AND STATE STATUTES:

CONTRACTOR shall adhere to Title XIX of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B.

XXVIII

DRUG-FREE WORKPLACE CERTIFICATION:

By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following.

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
 - 3. Any available counseling, rehabilitation, and employee assistance programs and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed contract:

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1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
2. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the contract.

D. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:

1. The CONTRACTOR has made a false certification or,
2. Violates the certification by failing to carry out the requirements as noted above.

XXIX

TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other party.
- B. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- C. The COUNTY reserves the right, to terminate the contract without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Mental Health, CONTRACTOR fails to provide for the health and safety of

1 patients served under this contract. In the event of such termination, the COUNTY
2 may proceed with the work in any manner deemed proper to the COUNTY.

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4 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
5 may take one or more of the following actions as appropriate:

- 6 a. Temporarily withhold payments pending correction of the deficiency.
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8 b. Disallow (that is deny funds) for all or part of the cost or activity not in
9 compliance.
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11 c. Wholly or partially suspend or terminate the Agreement and if necessary,
12 request repayment to COUNTY if any disallowance is rendered after audit
13 findings.

14 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
15 above, or the CONTRACTOR is notified that the Agreement will not be extended
16 beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE.

17 1. CONTRACTOR shall:

- 18 a. Stop all services under this Agreement on the date, and to the extent specified,
19 in the Notice of Termination;
20
21 b. Continue to provide the same level of care as previously required under the
22 terms of this Agreement until the date of termination;
23
24 c. If clients are to be transferred to another facility for services, furnish to
25 COUNTY, upon request, all client information and documents deemed
26 necessary by COUNTY to affect an orderly transfer;
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28 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
consistent with the best interest of the clients' welfare;

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e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;

f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY; and

g. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest;

2. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.

H. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days

1 from the effective date thereof, unless an extension, in writing, is granted by the
2 COUNTY.

3 I. The rights and remedies of COUNTY provided in this section shall not be exclusive
4 and are in addition to any other rights and remedies provided by law or under this
5 Agreement.
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8 DISPUTE:

9 In the event of a dispute between a designee of the DIRECTOR and the
10 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
11 patient services being rendered, every attempt will be made to informally resolve the issue.
12 If an informal resolution cannot be reached, the CONTRACTOR may file a written protest as
13 specified in the PLAN. If the CONTRACTOR is dissatisfied with the response, the
14 CONTRACTOR may file successive written protests up through the Department of Mental
15 Health's administrative levels of Program Chief/Assistant Director, and (finally)
16 DIRECTOR. Each administrative level shall have twenty (20) working days to respond in
17 writing to the CONTRACTOR. The DIRECTOR'S decision shall be final.
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21 SEVERABILITY:

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

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4 XXXII

5 VENUE:

6 Any action at law or in equity brought by either of the parties hereto for the purpose of
7 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
8 jurisdiction in the COUNTY OF RIVERSIDE, and the parties hereby waive all provisions of
9 law providing for a change of venue in such proceedings in any other county.
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2 NOTICES:

3 All correspondence and notices required or contemplated by this agreement shall be
4 delivered to the respective parties at the addresses set forth below and are deemed submitted
5 one day after their deposit in the United States mail, postage prepaid:
6

7 SIGNATURE:

8 CONTRACTOR:

COUNTY OF RIVERSIDE
4095 County Circle Drive
P.O. Box 7549
Riverside, CA 92503-7549

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11 Signed: Vita M. Willett
12 Printed: Vita M. Willett
13 Date: 6/10/09

Jeff Stone, Chairman, Board Of Supervisors

ATTEST:
Kecia Harper-Thom, Clerk

14 Title: Executive Director,
15 Kaiser Foundation Health Plan and Hospitals
16 Riverside and Moreno Valley.

Deputy

17 Signed: Gerald McCall
18 Printed: Gerald McCall
19 Date: 7-1-09

20 Title: Senior Vice President, Operations,
21 Southern California Region
Kaiser Foundation Health Plan Hospitals

22 Address: 27300 Iris Avenue
23 Moreno Valley, CA 92555

24 COUNTY COUNSEL:

25 Pamela J. Walls
26 Approved as to form

27 By: Janice R. McCall
28 Deputy County Counsel

Document # 10

1 XXXIII

2 NOTICES:

3 All correspondence and notices required or contemplated by this agreement shall be
4 delivered to the respective parties at the addresses set forth below and are deemed submitted
5 one day after their deposit in the United States mail, postage prepaid:
6

7 SIGNATURE:

COUNTY OF RIVERSIDE
4095 County Circle Drive
P.O. Box 7549
Riverside, CA 92503-7549

8 CONTRACTOR:

9
10
11 Signed: *Vita M. Willett*

12 Printed: Vita M. Willett

13 Date: 6/10/09

14 Title: Executive Director,

Kaiser Foundation Health Plan and Hospitals
Riverside and Moreno Valley.

15
16 Signed: *Gerald McCall*

17 Printed: Gerald McCall

18 Date: 7-1-09

19 Title: Senior Vice President, Operations,

Southern California Region
Kaiser Foundation Health Plan Hospitals

20 Address: 27300 Iris Avenue
Moreno Valley, CA 92555

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24 COUNTY COUNSEL:

Pamela J. Walls

25 Approved as to form

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27 By: *Pamela J. Walls*

Deputy County Counsel

28 Document # 10

Jeff Stone, Chairman, Board Of Supervisors

ATTEST:

Kecia Harper-Thom, Clerk

Deputy

EXHIBIT A

CONTRACTOR NAME: KAISER FOUNDATION HOSPITALS
MORENO VALLEY COMMUNITY HOSPITAL

I. SERVICES TO BE PROVIDED:

CONTRACTOR shall provide services solely at Moreno Valley Community Hospital ("Facility") in accordance with Welfare and Institutions Code Section 5600 et seq. and herein identified as:

Psychiatric inpatient hospital services provided in an acute care hospital or a freestanding psychiatric hospital for the care and treatment of an acute episode of mental illness for Riverside County residents through the referral process. Services provided by CONTRACTOR shall be the same regardless of the beneficiary ability to pay or source of payment. Inpatient mental health services include clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of mental illness or serious emotional disturbance, as clinically necessary.

CONTRACTOR will accept all patients referred by COUNTY (unless no bed is available) who meet the following specifications:

- A. Current mental status examination, provided by a licensed individual, shows that client is in need of in-patient hospitalization.
- B. A current medical assessment has been done that states the patient is medically cleared (i.e., patient could be released to outpatient level of care but for mental disorder). This will be included with transfer material.

In addition, if client is on 5150 status, the original of the 5150 will be forwarded to the CONTRACTOR. This will include, if danger to self or others, the current means and intent to carry out ideation. Name, address and telephone number (when available) of family member/responsible party and payer source will also be included with the referral.

The following services will be provided by CONTRACTOR, solely at Facility:

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1. Bed, board and hospital based ancillary services. This does not include non-hospital based physician or psychologist services rendered to a beneficiary covered under the contract unless the hospital is a Short-Doyle/Medi-Cal Hospital.
2. Twenty-four (24) hour nursing care.
3. Physical and mental examination within forty-eight (48) hours of admission for assessment and diagnosis to be performed by physicians who are at least board-eligible in a primary care medical specialty (for physical exam and non-psychiatric medical services) or psychiatry (for psychiatric services, including drug/alcohol screening. Assessments (written or dictated) need to be in the chart within (24) hours of the patient's admission to ensure support staff clearly understands treatment goals and treatment direction.
4. Administration and supervision of the clinical use of psychotropic medications.
5. Provide a prescription to facilitate a minimum of a two (2) week supply of psychotropic medication at discharge.
6. Individual and group psychotherapy.
7. Art, recreational and vocational therapy.
8. Psychological testing and consultation directly related to evaluation and diagnosis, as indicated.
9. Clinical laboratory services, as needed.
10. A psycho-social assessment is to be completed and placed in the chart within twenty-four (24) hours of admission.
11. CONTRACTOR will ensure that each client has an individualized treatment plan to be reviewed daily. The treatment plan must identify the following areas:
 - Diagnoses, complaints and complications indicating the need for admission

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- A description of the functional level of the beneficiary
 - Objectives
 - Any order for:
 1. Medications
 2. Treatments
 3. Restorative and rehabilitative services
 4. Activities
 5. Therapies
 6. Social services
 7. Diet
 8. Special procedures recommended for the health and safety of the beneficiary
 - Plans for continuing care
 - Plans for discharge. NOTE: Parents, family members and other advocates can be included in this process as selected by the adult client
 - Documentation of the beneficiary's degree of participation in and agreement with the plan
 - Client's signature or a statement describing client's participation. (If the client refuses to sign then a statement to that effect will suffice. The signature or refusal of the patient to sign must be on the treatment plan itself).
 - Documentation of the physician's establishment of this plan
 - The physician's signature. (Signature required to authorize care.)
- Progress note will be written daily in the chart by the attending licensed clinician and at least once per shift by the nursing staff. The progress note should reflect the initial medication evaluation (to be completed within the first twenty-four hour period). A re-evaluation of the medication status needs to be reflected in the progress notes

1 within forty-eight (48) hours. In addition, if medications are not
2 prescribed during the initial and subsequent medical evaluation, the
3 clinician needs to document reason for decision. This medication re-
4 evaluation will be repeated at least every forty-eight (48) hours and
5 will include the rationale for all new medications ordered during
6 period of hospitalization whether or not client is prescribed
7 medications. All medication consents must include medication, route,
8 range, frequency, date, time, patient and physician signature. Each
9 day's documentation must support medical necessity. The daily
10 progress note should reflect specific behaviors that support why this
11 client needs to be treated at an acute level of care and why this patient
12 cannot be safely cared for at a lower level of care, i.e. Institute for
13 Mental Disease (IMD) or a Board and Care (ABC) facility.

14 12. Social services to include independent social histories, liaison with
15 caregivers and COUNTY agencies, and discharge planning, to be
16 provided by a Licensed Clinical Social Worker assigned primarily to
17 COUNTY patients. Documented discharge planning to be done seven
18 days a week. Documentation should reflect ongoing interface with the
19 outpatient liaison, i.e., Case Manager, Inland Regional Center (IRC),
20 Department of Public Social Services (DPSS), Public Guardian, etc.,
21 regarding placement. Treatment team meetings shall be held with
22 notification to appropriate COUNTY staff.

23 13. It is the COUNTY'S expectation that daily educational and/or
24 remedial services for children/youth, provided by certified
25 teachers/school personnel be available.

26 14. A written discharge plan given to the patient, to the patient's
27 conservator, guardian, or other legally authorized representative, prior
28 to the patient's discharge from the facility. The written aftercare plan
shall include, to the extent know, all of the following components:

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- The nature of the illness and follow-up required.
- Medications including side effects and dosage schedules. If the patient was given an informed consent form with his or her medications, the form shall satisfy the requirement for information on side effects of the medications.
- Expected course of recovery.
- Recommendations regarding treatment that are relevant to the patient's care.
- Referrals to providers of physical and mental health services.
- Other relevant information, including where placement is effected.
- The patient shall be advised by facility personnel that he or she may designate another person to receive a copy of the aftercare plan. A copy of the aftercare plan shall be given to any person designated by the patient.
- Immediate linkage with outpatient services. The patient's Aftercare Summary needs to include clinic name, phone number, and the specific date of the follow up appointment. In the case of children and youth, CONTRACTOR will be expected to designate a Social Worker to work with family and to complete psycho-social evaluations as well as participate in treatment interventions. For children in placement, Social Worker will need to secure the Medical Declaration for all medications ordered.

When a patient no longer meets acute stay criteria, but placement has not yet been secured, then the physician notes need to reflect that the client is at the Administrative Day level. Please note Room & Board, plans to discharge to self or family and Homeless referrals do not qualify for Administrative Day designation. Administrative Day services are designated when there is no appropriate, non-acute treatment facility in a reasonable geographic area and the hospital documents contacts

1 with a minimum of five appropriate, non-acute treatment facilities per week subject to
2 the following:

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4 a. Central Access Team (CAT) may waive the five contact requirements, if
5 there are fewer than five appropriate non-acute treatment facilities available
6 once all available placement options (within a reasonable geographic area)
7 have been contacted during the week. At least one documented contact
8 must be logged each subsequent week until the patient is successfully
9 placed and/or discharged. If there are NO additional placement resources to
10 contact during each reporting week, (i.e., if there are less than five contacts)
11 then the log/documentation will need to include the statement, ALL
12 AVAILABLE PLACEMENT CONTACT(S) ARE REFLECTED IN
13 ABOVE DOCUMENTATION.

14 b. The lack of placement options at appropriate, non-acute treatment
15 facilities and the contacts made are documents to include:

- 16 1) The status of the placement option
17 2) The date of the contact
18 3) The signature of the person making the contact.

19 Routine treatment documentation needs to continue throughout entire hospitalization.
20 A professional visit by a psychiatrist is required every day when the patient is on
21 Administrative Day status and will include documentation in the progress notes.
22 There may be times when the patient will move from their baseline, i.e.,
23 Administrative Day status back to Acute status and then back again to Administrative
24 Day status so documentation must reflect/support these changes.

25 Length of stay (LOS) will depend on clinical need/medical necessity for each patient;
26 average LOS will be expected to be comparable to that of COUNTY and other
27 contract hospitals for same patient population.
28

1 CONTRACTOR shall also provide the following services as defined in the State
2 Department of Mental Health's Cost Reporting and Data Collection (CR/DC)
3 Manual:

<u>Mode of Service</u>	<u>Service Function</u>
24 - Hour Care	Local Hospital

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5
6 In addition to routine nursing care, services shall include professional staff services,
7 ancillary services as required, medication, diagnostic and psycho-social workups,
8 psychological testing as needed, audiometric screening, interpretive and hearing
9 impaired services, arrangements for medical treatment of illnesses or injury, an
10 educational program, an aftercare plan at point of discharge which shall include
11 recommendations for continued care, referrals for conservatorship in accordance with
12 established COUNTY procedures and certification review hearings.

13 CONTRACTOR shall provide transportation services, in the event that a Riverside
14 County client is admitted for in-patient treatment at CONTRACTOR'S facility and at
15 the time of discharge requires transportation back to their living situation.
16 CONTRACTOR will make every effort to mobilize the client's resources to transport
17 and if all those efforts fail will proceed as follows:

- 18 A. Notify the Regional Liaison that the client is being discharged and that the
19 patient has no mode of transportation back to their living situation.
- 20 B. The Regional Liaison will decide whether to arrange transport through County
21 resources or to authorize CONTRACTOR to arrange transport for them. The
22 Regional Liaison will be available during regular business hours Monday
23 through Friday. After hours and weekend transportation approval will be
24 obtained by contacting the Central Access Team Mental Health Supervisor.
25 In the event that the Regional Liaison cannot be reached during regular
26 business hours Monday through Friday, the Central Access Team Mental
27 Health Supervisor will also be available for approval.
- 28 C. Approval for all transport is necessary before reimbursement will be
considered. CONTRACTOR will only provide transportation services for

1 clients from areas designated by the COUNTY as Mid-County Region and
2 Desert Region.

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4 **II. TARGET GROUP TO BE SERVED**

5 Persons to be served under this Agreement shall be seriously mentally ill adults in
6 need of mental health services.

7
8 **III. REFERRALS:**

9 All services provided under this Agreement shall be authorized by the County and be
10 limited to persons referred by COUNTY. Exceptions to this requirement may be
11 authorized by COUNTY'S Contract Monitor and CONTRACTOR by written mutual
12 agreement subject to the final approval of the DIRECTOR.

13
14 **IV. ADMISSION POLICIES:**

15 CONTRACTOR certifies that its admission policies are in writing and made available
16 to the public in accordance with Section 526, Title 9 of the California Code of
17 Regulations.

18 **V. STAFFING**

19 CONTRACTOR certifies that all personnel are qualified, hold appropriate licenses in
20 accordance with Welfare and Institutions Code Section 5600.2 and all other
21 applicable requirements of Code and State policy letters. During the term of this
22 Agreement, CONTRACTOR shall have available and shall provide upon request to
23 authorized representatives of COUNTY a list of persons by title, professional degree
24 and experience who are providing services hereunder. The number, classification,
25 supervision and training of personnel at CONTRACTOR's site(s) of service shall
26 reflect the understandings reached during the negotiation of this agreement and
27 reasonable workload standards.

28 **VI. ASSESSMENT:**

1 From time to time, the COUNTY Department of Mental Health may require that a
2 consumer be reassessed by a second provider to ensure appropriate treatment
3 planning and outcome. Upon request of COUNTY, the CONTRACTOR will
4 cooperate with facilitating their client's referral for reassessment. COUNTY will
5 assume responsibility for the cost of the second provider opinion.

6 **VII. GENERAL:**

7 CONTRACTOR shall provide psychiatric inpatient hospital services to Riverside
8 COUNTY eligible beneficiary in need of such services and assumes full
9 responsibility for provision of all psychiatric inpatient hospital services, either
10 directly, through subcontractors or as otherwise provided in this Agreement.
11 CONTRACTOR shall accept as payment in full for these psychiatric inpatient
12 hospital services payment from the COUNTY as provided in Exhibit C,
13 Reimbursement and Payment, attached hereto and by reference incorporated herein,
14 or as otherwise provided in this Agreement.

15 COUNTY hereby represents and warrants that neither COUNTY, its employees nor
16 its principals (if applicable) have been convicted of a criminal offense or are presently
17 debarred, suspended, proposed for debarment, declared ineligible, or excluded from
18 participation in any state or federally funded program, including Medicare and
19 Medicaid. COUNTY hereby agrees to immediately notify CONTRACTOR of any
20 threatened, proposed, or actual debarment, suspension, or exclusion from any state or
21 federally funded program during the term of the Agreement, or if at any time after
22 effective date of this Agreement it is determined that COUNTY is in breach of this
23 Section, this Agreement shall, as of the effective date of such action or breach,
24 automatically terminate.

25
26 **VII. SERVICE LOCATIONS:**

27 CONTRACTOR shall provide psychiatric inpatient hospital services under this
28 Agreement only at the following CONTRACTOR facility(ies):

Moreno Valley Community Hospital

1 27300 Iris Avenue
2 Moreno Valley, CA 92555
3

4 CONTRACTOR shall notify in writing consent of Director at least seventy (70) days
5 before terminating services at such location(s) and/or before commencing such
6 services at any other locations(s).

7 VIII. QUALITY OF CARE:

8 As express conditions precedent to maturing the COUNTY'S payment obligation
9 under the terms of this Agreement whether performed directly or through the
10 instrumentality of a sub as permitted under this Agreement, CONTRACTOR shall:

- 11 A. Take such action as required by CONTRACTOR'S Medical Staff Bylaws
12 against medical staff members who violate those bylaws, as the same may be
13 from time to time amended.
- 14 B. Provide psychiatric inpatient hospital services in the same manner to
15 beneficiaries as it provides to all patients to whom it renders psychiatric
16 inpatient hospital services.
- 17 C. Not discriminate against beneficiaries in any manner, including admission
18 practices, placement in special or separate wings or rooms, provision of
19 special or separate meals.

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21 IX. BILINGUAL SERVICES:

22 When the community potentially served by the CONTRACTOR consists of non-
23 English or limited-English speaking persons, the CONTRACTOR shall take all steps
24 necessary to develop and maintain appropriate capability for communicating in any
25 necessary second language, including, but not limited to the employment of, or
26 contracting for, in public contacts positions of persons qualified in the necessary
27 second languages in a number sufficient to ensure full and effective communication
28 between the non-English and limited-English speaking applicants for, and
 beneficiaries of the CONTRACTOR'S services.

1 X. CULTURALLY COMPETENT SERVICES:

2 CONTRACTOR shall provide culturally competent, age appropriate services where
3 feasible.

4 XI. PRIOR AUTHORIZATION:

5 CONTRACTOR and COUNTY agree that COUNTY is responsible for paying for
6 psychiatric inpatient hospital services, and that, except for emergencies,
7 CONTRACTOR shall not be entitled to reimbursement for any services provided to a
8 beneficiary unless CONTRACTOR has obtained the necessary authorization from
9 COUNTY in accordance with COUNTY'S procedures.

10 COUNTY shall maintain a twenty-four (24) hour CONTRACTOR telephone service
11 to provide authorization availability for inpatient psychiatric hospital services.

12
13 XII. PATIENTS'/CLIENTS' RIGHTS:

14 CONTRACTOR, or any delegate performing the covenants of the CONTRACTOR
15 pursuant to the terms of this Agreement, shall comply with all applicable
16 patients'/clients' rights provisions, including, but not limited to, Sections 5325 et seq.
17 of the Welfare and Institutions Code, and Section 70707 of Title 22 of the California
18 Code of Regulations. Further, CONTRACTOR shall comply with all
19 patients'/clients' rights and grievance policies provided by COUNTY. COUNTY
20 Patients' Rights Advocates shall be given access by CONTRACTOR to all
21 patients/clients, patients'/clients' records, and CONTRACTOR'S personnel in order
22 to monitor CONTRACTOR'S compliance with all applicable statutes, regulations,
23 manuals and policies. Complaints by beneficiaries with regard to substandard
24 conditions may be investigated by the COUNTY, State Department of Mental Health
25 or by the Joint Commission on Accreditation of Healthcare Organizations, or such
26 other agency, as required by law or regulation.

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1 XIII. BENEFICIARY GRIEVANCE PROCESS AND APPEALS PROCESS:

2 CONTRACTOR will participate in the COUNTY Beneficiary Grievance Process and
3 the Appeals Process included in the Local Managed Mental Health Care Plan, which
4 may from time to time be amended. A grievance process and appeals process have
5 been developed to provide a method for resolving beneficiary concerns. Upon
6 admission, all beneficiaries shall be given a COUNTY informational pamphlet
7 explaining their right to file a grievance or appeal and the methods available to do so.
8 A beneficiary assistant should be available if the beneficiary needs help in filing a
9 grievance or appeal. CONTRACTOR must abide by decisions of the COUNTY
10 grievance review panels and/or State Hearings regarding treatment services provided
11 to clients under this Agreement. Non-compliance in the decisions of the grievance
12 review panel and/or State Hearing may result in the revocation of this Agreement.

13
14 XIV. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES:

15 CONTRACTOR shall provide a written questionnaire to each beneficiary at the time
16 of the beneficiary's admission. The questionnaire shall be approved by the State
17 Department of Mental Health and offer the beneficiary the opportunity to evaluate the
18 care given. The questionnaire shall be collected at the time of discharge and be
19 maintained in the CONTRACTOR'S file for four (4) years and shall be made
20 available to agents of the COUNTY, State Department of Mental Health, and United
21 States Department of Health and Human Services. In addition, CONTRACTOR will
22 participate in all State and COUNTY authorized performance outcome surveys.

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EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES

Services shall be provided in accordance with policies and procedures as developed by COUNTY and those Federal and State laws, regulations and policies which are applicable to the terms of this AGREEMENT, including but not limited to the following:

General Regulations

Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990)

Government Code 26227 (Contracting with County)

Riverside County Mental Health Plan

Riverside County Mental Health Plan Provider Manual

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12
(Rehabilitative and Developmental Services)

Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4 Charges and Billing

(Financial Regulations)

California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost Reporting)

California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)

Government Code 8546.7 (Audits)

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Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
Centers for Medicare and Medicaid Services Manual
Child Abuse Reporting/Child Support
California Penal Code Sections 11164 – 11174.4 et seq.
Family Code, Section 5200 (Child Support)
Children System of Care
California Welfare and Institutions Code Section 5880 (Children System of Care)
Community Care Facilities
California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
Community Care Facilities)
Community Residential Treatment Program
California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and 5699 to
5672 (Community Treatment)
California Welfare & Institutions Code Section 5670 et seq.
California Code of Regulations, Title 22, Division 6.
Confidentiality
California Welfare & Institutions Code Section 5328
California Welfare & Institutions Code Section 5330 (Monetary Penalties)
45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
Information)
Elderly and Dependent Adult Abuse Reporting
California Welfare & Institutions Code Sections 15600 et seq.
Health Care Facilities

1 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
2 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

3 Homeless Mentally Disabled

4 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

5 California Welfare & Institutions Code Section 5680 et seq.

6 Life Support

7 California Welfare & Institutions Code Section 4075 to 4078

8 DMH Letter 03-04 (Health Care Facility Rates)

9 DMH Letter 86-01 (Life Support Supplemental Rate)

10 Medication Protocol

11 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
12 Adolescents" Publication

13 Riverside County Mental Health "Medication Guidelines" Publication

14 Minors in Health Care Facilities

15 California Welfare & Institutions Code Section 5751.7

16 Negotiated Net Amount and Negotiated Net Agreements

17 California Welfare and Institutions Code Sections 5705 and 5716

18 Non Discrimination

19 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)

20 California Fair Employment and Housing Act, Government Code Section 12900 et seq.

21 California Code of Regulations, Title 2, Section 7285 et seq.

22 Section 504 of the Rehabilitation Act of 1973 (Non-Discrimination)

23 Patients Rights

24 California Welfare & Institutions Code Sections 5325 et seq.

25 California Code of Regulations, Title 22, Section 70707

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Policies

California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental Health Policy Letters)

Harassment in the Workplace, Board of Supervisors Policy C-25

Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

County and Departmental policies, as applicable to this Agreement

Quality Assurance

California Welfare & Institutions Code Section 4070 et seq. (Quality Assurance)

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

California Welfare and Institutions Code Sections 5718-5724(Reimbursement for Mental Health Services)

Social Rehabilitation Programs

California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article 3.5

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

California Code of Regulations, Title 2, Division 9, Chapter 1

Voter Registration

National Voter Registration Act of 1993

Rev. 03/10/04nae

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **KAISER FOUNDATION HOSPITALS**
MORENO VALLEY COMMUNITY HOSPITAL

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

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B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2008/09 shall be \$149,999, subject to availability of Federal, State, and local funds.

C. BUDGET:

Schedule I presents for planning purposes the budgetary details pursuant to this Agreement. Schedule I contains the mode(s) of service, the service function(s), units, revenues received, maximum obligation, and source of funding pursuant to this Agreement.

D. REVENUES:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Mental Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds.
2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare or other third party benefits, shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with COUNTY as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party.
3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within 30 days of receipt.
4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified, and to collect and

1 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
2 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
3 their annual liability. Medicare clients will be responsible for any co-
4 insurance and/or deductible for services rendered at Medicare certified sites.

- 5 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
6 CONTRACTOR'S published charges.

7 E. REALLOCATION OF FUNDS:

- 8 1. No funds allocated for any Mode of Service as designated in Schedule I may
9 be reallocated to another Mode of Service unless written approval is given by
10 the Program Manager prior to the end of either the Contract Period of
11 Performance or Fiscal year.
12 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
13 Exhibit C to another is prohibited without written approval from the Program
14 Manager prior to the end of the Contract Period of Performance or Fiscal year.

15 F. RECOGNITION OF FINANCIAL SUPPORT:

16 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
17 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

18 G. PAYMENT:

- 19 1. Monthly reimbursements may be withheld at the discretion of the Director or
20 designee due to material contract non-compliance, including auditor
21 disallowances.
22 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
23 shall be paid in arrears based upon the actual units of services provided and
24 entered into the COUNTY system. CONTRACTOR will submit a copy of the
25 approved Indigent Notification and Tar Form along with a copy of the medical
26 records within 14 days of the consumer's discharge to the Central Access
27 Team for payment authorization. Indigent Notification and Tar forms and
28 medical records received after the fourteenth (14) day of the consumer's

1 discharge will be denied for payment. CONTRACTOR will submit a monthly
2 invoice on their stationery along with payment authorizations. The invoice
3 must be approved and signed by the DIRECTOR or authorized designee of the
4 CONTRACTOR. Monthly invoices for approved claims should be mailed to
5 the Managed Care Unit within thirty (30) calendar days of receipt of the
6 payment authorization. Invoices received after the billable period will be
7 denied for payment.

8 H. NON-PAYMENT:

9 The COUNTY shall reserve the right to withhold payment for admissions where
10 there is an illegal hold. An admission or continued hospitalization can be considered
11 "illegal" based on any one of the following:
12

13 1. Voluntary Admission:

- 14 a. A voluntary admission signed by an individual who does not have the
15 authority, which includes a probate conservator, out of state
16 guardianship, or guardian who cannot produce the legal court
17 document.
18
19 b. Any court order ordering the admission; minor or adult.
20
21 c. Durable power of attorney does not give the power to admit the
22 person or sign treatment agreements.

23 2. Involuntary Admission:

- 24 a. Keeping a person beyond seventy-two (72) hours without discharge,
25 signing voluntary or initiating a fourteen (14) day certification prior
26 to the expiration of the 72 hours.
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28 b. Keeping a person beyond the maximum period of seventeen (17) days
who has had intermittent periods of voluntary hospitalization and no

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subsequent legal status.

c. Not initiating any next involuntary treatment hold prior to the expiration of the previous hold. This is confirmed by review and the next hold reflects being untimely.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. In the event such payment is not made on demand, COUNTY may terminate or suspend this contract immediately upon serving written notice upon CONTRACTOR or at the discretion of the Director of Mental Health, withhold payments against amounts due under this Agreement or any Agreement(s) in subsequent years.
4. The contracting parties shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

CONTRACT PROVIDER : KAISER FOUNDATION HOSPITALS
 MORENO VALLEY COMMUNITY HOSPITAL

FISCAL YEAR: 2008 / 09
 Contract effective: 03/01/09 to 06/30/09

NEGOTIATED RATE (x) ACTUAL COST () NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208XXX \ 83950

SYSTEM RU NUMBER: XXXXXX

				TOTAL	
MODE OF SERVICE:	5	5	15		
SERVICE FUNCTION:	10	19			
NUMBER OF UNITS:	185	28	270		
COST PER UNIT: \$635 Bed Day \$70 Doc Fee	\$705.00	\$458.00	\$25.00		
GROSS COST:	\$130,425	12,824	6,750	\$149,999	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	\$130,425	\$12,824	\$6,750	\$149,999	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MEDI-CAL/FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	
D. STATE GENERAL FUNDS	\$130,425	\$12,824	\$6,750	\$149,999	100%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	
F. MEDI-CAL MATCHING FUNDS:					
1. DPSS					
2. MANAGED CARE					
G. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$130,425	\$12,824	\$6,750	\$149,999	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert Cow

DATE:

7/15/09

FISCAL SERVICES SIGNATURE:

Suse B...

DATE:

7/15/09

\$635 bed day \$70 Prof Fee = \$705

\$388.00 + \$70 = \$458 [Administrative Days Only]

\$25.00 transportation

**FY 2009/2010
AGREEMENT RENEWAL
BETWEEN COUNTY OF RIVERSIDE AND
WESTERN MEDICAL CENTER-ANAHEIM, INC.**

That certain agreement between the County of Riverside (COUNTY) and Western Medical Center-Anaheim, Inc. (CONTRACTOR) Originally approved by the Board of Supervisors on October 16 2007, Agenda Item 3.36 for FY07/08; renewed by the Purchasing Agent on June 30, 2008, for FY08/09; and is hereby renewed for FY09/10, effective July 1, 2009 and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C with a contractor maximum obligation of \$50,218 for FY 09/10.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 09/10.
- All other provisions of this entire Agreement shall remain unchanged.

CONTRACTOR:

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

Signed: 

Date: 7/10/09

Title: CEO

Address: 1025 S. ANAHEIM BLVD.
ANAHEIM, CA 92805

Jeff Stone, Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ingham, Clerk

Deputy

COUNTY COUNSEL
PAMELA J. WALLS

By: 
Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: WESTERN MEDICAL CENTER - ANAHEIM

A. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed rate paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I and actual units provided as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Except for emergencies, CONTRACTOR shall only be reimbursed for services that are authorized for and provided by the CONTRACTOR. The COUNTY shall withhold payment for services provided by individuals and/or agencies other than the CONTRACTOR unless CONTRACTOR has received prior written consent from the Director of Mental Health or his designee, to delegate its obligations in accordance with the terms set forth in Section VII of this Agreement.

CONTRACTOR agrees to hold harmless the COUNTY, State, and beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.

1 **B. MAXIMUM OBLIGATION:**

2 COUNTY'S maximum obligation for fiscal year 2009/10 shall be \$50,218, subject to
3 availability of Federal, State, and local funds.

4 **C. BUDGET:**

5 Schedule I presents for planning purposes the budgetary details pursuant to this
6 Agreement. Schedule I contains the mode(s) of service, the service function(s), units,
7 revenues received, maximum obligation, and source of funding pursuant to this
8 Agreement.

9 **D. REVENUES:**

- 10 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
11 Institutions Code, and as further contained in the State Department of Mental
12 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
13 the provision of the services described pursuant to Exhibit A. Such revenues
14 may include but are not limited to, fees for services, private contributions,
15 grants or other funds.
- 16 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
17 Medicare or other third party benefits, shall be determined by the
18 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
19 sources in sequential order, with COUNTY as payor of last resort.
20 CONTRACTOR is to attempt to collect first from Medicare (if site is
21 Medicare certified), then insurance and then first party.
- 22 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
23 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
24 the COUNTY within 30 days of receipt.
- 25 4. CONTRACTOR is obligated to collect from the client any Medicare co-
26 insurance and/or deductible if the site is Medicare certified, and to collect and
27 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
28 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of

1 their annual liability. Medicare clients will be responsible for any co-
2 insurance and/or deductible for services rendered at Medicare certified sites.

- 3 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
4 CONTRACTOR'S published charges.

5 E. REALLOCATION OF FUNDS:

- 6 1. No funds allocated for any Mode of Service as designated in Schedule I may
7 be reallocated to another Mode of Service unless written approval is given by
8 the Program Manager prior to the end of either the Contract Period of
9 Performance or Fiscal year.
- 10 2. If this Agreement includes more than one Exhibit C, shifting of funds from one
11 Exhibit C to another is prohibited without written approval from the Program
12 Manager prior to the end of the Contract Period of Performance or Fiscal year.

13 F. RECOGNITION OF FINANCIAL SUPPORT:

14 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
15 provided in whole or in part by COUNTY of Riverside Department of Mental Health.

16 G. PAYMENT:

- 17 1. Monthly reimbursements may be withheld at the discretion of the Director or
18 designee due to material contract non-compliance, including auditor
19 disallowances.
- 20 2. Notwithstanding the provisions of Paragraph G-1 above, CONTRACTOR
21 shall be paid in arrears based upon the actual units of services provided and
22 entered into the COUNTY system. CONTRACTOR will submit a copy of the
23 approved Indigent Notification and Tar Form along with a copy of the medical
24 records within 14 days of the consumer's discharge to the Central Access
25 Team for payment authorization. Indigent Notification and Tar forms and
26 medical records received after the fourteenth (14) day of the consumer's
27 discharge will be denied for payment. CONTRACTOR will submit a monthly
28 invoice on their stationery along with payment authorizations. The invoice

1 must be approved and signed by the DIRECTOR or authorized designee of the
2 CONTRACTOR. Monthly invoices for approved claims should be mailed to
3 the Managed Care Unit within thirty (30) calendar days of receipt of the
4 payment authorization. Invoices received after the billable period will be
5 denied for payment.

6 H. NON-PAYMENT:

7 The COUNTY shall reserve the right to withhold payment for admissions where
8 there is an illegal hold. An admission or continued hospitalization can be considered
9 "illegal" based on any one of the following:
10

11 1. Voluntary Admission:

- 12 a. A voluntary admission signed by an individual who does not have the
13 authority, which includes a probate conservator, out of state
14 guardianship, or guardian who cannot produce the legal court
15 document.
16
17 b. Any court order ordering the admission; minor or adult.
18
19 c. Durable power of attorney does not give the power to admit the
20 person or sign treatment agreements.

21 2. Involuntary Admission:

- 22 a. Keeping a person beyond seventy-two (72) hours without discharge,
23 signing voluntary or initiating a fourteen (14) day certification prior
24 to the expiration of the 72 hours.
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26 b. Keeping a person beyond the maximum period of seventeen (17) days
27 who has had intermittent periods of voluntary hospitalization and no
28 subsequent legal status.

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c. Not initiating any next involuntary treatment hold prior to the expiration of the previous hold. This is confirmed by review and the next hold reflects being untimely.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. In the event such payment is not made on demand, COUNTY may terminate or suspend this contract immediately upon serving written notice upon CONTRACTOR or at the discretion of the Director of Mental Health, withhold payments against amounts due under this Agreement or any Agreement(s) in subsequent years.
4. The contracting parties shall be subject to the examination and audit of the Office of the Inspector General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7). The CONTRACTOR will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this contract (Government Code, Section 8546.7).

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J. BANKRUPTCY:

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Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health Fiscal Services Section in writing of such.

DOC # 06

Revised 10/05

CONTRACT PROVIDER : WESTERN MEDICAL CENTER ANAHEIM

FISCAL YEAR: 2009/10

NEGOTIATED RATE (x)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4100208200/83950

SYSTEM RU NUMBER: 33HPA0

			TOTAL	
MODE OF SERVICE:	5	5		
SERVICE FUNCTION:	10	19		
NUMBER OF UNITS:	64	18		
COST PER UNIT: \$595 Bed Day \$69 Doc Fee	\$664.00	429.00		
GROSS COST:	\$42,496	7,722	\$50,218	
LESS REVENUES COLLECTED BY CONTRACTORS:				
A. PATIENT FEES				
B. PATIENT INSURANCE				
C. OTHER				
TOTAL CONTRACTOR REVENUES				
LESS MEDI-CAL/FFP				
MAXIMUM OBLIGATION	\$42,496	7,722	\$50,218	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION				%
A. MEDI-CAL/FFP				
B. FEDERAL FUNDS				
C. REALIGNMENT FUNDS	\$0	\$0	\$0	
D. STATE GENERAL FUNDS	\$42,496	\$7,722	\$50,218	100%
E. COUNTY FUNDS	\$0	\$0	\$0	
F. MEDI-CAL MATCHING FUNDS:				
1. DPSS				
2. MANAGED CARE				
G. OTHER:				
TOTAL (SOURCES OF FUNDING)	\$42,496	\$7,722	\$50,218	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

Robert Law

DATE:

6/30/09

FISCAL SERVICES SIGNATURE:

Dwight Bhatt

DATE:

7/4/09

\$595 bed day \$69 Prof Fee = \$664

\$429 Adm Days

\$25.00 transportation