

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

224



FROM: Department of Mental Health

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Ratify a sole source agreement for Crisis Residential Treatment Center Facility Implementation and Services with Anka Behavioral Health, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify the Agreement with Anka Behavioral Health, Inc. for Crisis Residential Treatment Center Facility Implementation and Services in the amount of \$834,746.
2. Authorize the Chairman of the Board to sign the agreement.

BACKGROUND: On February 21, 2008, the Department of Mental Health, through the Purchasing Department issued Request for Proposal (RFP) #MHARC034 for a fifteen (15) bed Crisis Residential Treatment (CRT) Program for the desert area of Riverside County, providing services as defined by California Code of Regulations (CCR) Title IX, Division 1, Section 1810.203. The CRT program will serve residents with persistent mental illness who may otherwise be hospitalized or living in a skilled nursing facility. The residents in recovery will be working toward independent living and obtaining employment. The RFP was solicited to 142 organizations throughout California and advertised on the Purchasing Department's website. On April 3, 2008, one (1) responsive bid was received. The bid was evaluated by a team comprised of six (6) individuals; five (5) from the Department of Mental Health and one (1) Mental Health consumer/family member.

JW:KS

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 834,746	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

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

FORM APPROVED COUNTY COUNSEL
 BY: *LARISA R-MCKENNA* DATE: *10/23/09*
 Departmental Concurrence
 Purchasing: *Mark Seiler* Mark Seiler, Assistant Director
 Policy Policy
 Consent Consent
 Dep't Recomm.:
 per Exec. Ofc.:

3.18

-Page -2-

SUBJECT: Ratify a sole source agreement for Crisis Residential Treatment Center Facility Implementation and Services with Anka Behavioral Health, Inc.

BACKGROUND: (Cont'd)

After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that Anka Behavioral Health, Inc. is a responsive and responsible organization to perform these specialized services on behalf of the Department.

FINANCIAL IMPACT:

The start-up and services costs have been budgeted in the department's current Mental Health Services Act fiscal year budget. No additional County funds are required.

PRICE REASONABLENESS:

The costs for the services and start-up are within the industry standard. The costs proposed by Anka for services are within the State Allowable Maximum reimbursement rate set by Short Doyle/Medi-Cal.

PERIOD OF PERFORMANCE:

This agreement is effective as of September 1, 2009 through June 30, 2010, subject to the availability of funds.

JUSTIFICATION FOR DELAY:

The contractor has been working diligently with the property owner on tenant improvements to bring the facility up to state community care licensing standards prior to bringing an agreement to the Board for approval. The tenant improvements are almost completed and the agreement is ready for Board approval.

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH

MHSA



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Anka Behavioral Health, Inc., hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the state"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain mental health services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable Federal, State and local laws, codes and policies contained in, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 39 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: [Signature]

By: _____
Jeff Stone, Chairman, Board of Supervisors

Rebecca Hardberger
Print Name

Date: _____

Date: October 12, 2009

Attest by: _____
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 11/23/09
LARISA R-MCKENNA DATE

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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 September 1, 2009, and continue in effect through June 30, 2010. The contract may thereafter be renewed annually, up to an additional three (3) years, 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. CONTRACTOR shall submit their National Provider Identification (NPI) to the COUNTY before reimbursement can be processed.

a. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must be submitted to the Riverside County Department of Mental Health (RCDMH) Information Services Unit prior to rendering services to clients. Contractors providing Medi-Cal billable services must also submit rendering (individual) provider NPIs to RCDMH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with RCDMH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30

1 days of any updates to personal information (worksite address, name changes, taxonomy code
2 changes, etc.).”

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

5 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
6 be provided by CONTRACTOR under the general supervision of the County Director of
7 Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR
8 agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and
9 to authorized State representatives, the right to review and monitor CONTRACTOR'S
10 facilities, programs, policies, practices, books, records, or procedures at any reasonable time.
11 In exercising the right to review or monitor CONTRACTOR'S administrative, clinical, fiscal
12 and program components, staff, and facility(ies), the COUNTY shall enforce applicable
13 contract provisions and COUNTY policies with regards to threats and violent behavior or
14 harassment in the workplace concerning its employees.
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17
18 If at any point during the duration of this Agreement, the COUNTY determines
19 CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY
20 may request a plan of correction, after providing the CONTRACTOR with written notification
21 and the basis for the finding of noncompliance. Within thirty (30) days of receiving
22 notification, the CONTRACTOR shall provide a written plan of corrective action addressing
23 the non-compliance.
24

25 If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall
26 suspend other punitive actions to give the CONTRACTOR the opportunity to come into
27 compliance. If the COUNTY determines CONTRACTOR has failed to implement corrective
28 action, funds may be withheld until compliance is achieved. CONTRACTOR shall cooperate

1 with any such effort by COUNTY including follow-up investigation and interview of
2 witnesses. Failure to cooperate or take corrective action as may be indicated by an
3 investigation could result in termination of this Agreement.
4

5 V

6 STATUS OF CONTRACTOR:

7 This Agreement is by and between the COUNTY and CONTRACTOR and is not
8 intended, and shall not be construed, to create the relationship of agent, servant, employee,
9 partnership, joint venture, or association, as between COUNTY and CONTRACTOR and
10 CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to
11 COUNTY employees. CONTRACTOR is, and shall at all times be deemed to be, an
12 independent contractor and shall be wholly responsible for the manner in which it performs
13 the services required of it by the terms of this Agreement. CONTRACTOR assumes the
14 exclusive responsibility and liability for the acts of its employees or agents as they relate to
15 services to be provided. CONTRACTOR shall bear the sole responsibility and liability for
16 furnishing workers' compensation benefits to any person for injuries arising from or connected
17 with services performed on behalf of COUNTY pursuant to this Agreement. CONTRACTOR
18 certifies that it is aware of the Occupational Safety and Health Administration (OSHA) of the
19 U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations
20 relating thereto, and shall comply therewith as to all relative elements under this Agreement.
21 CONTRACTOR is responsible for payment and deduction of all employment-related taxes on
22 CONTRACTORS' behalf and for CONTRACTORS' employees, including but not limited to
23 all Federal and State income taxes and withholdings. COUNTY shall not be required to make
24 any deductions from compensation payable to CONTRACTOR for these purposes.
25
26
27
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1 CONTRACTOR shall indemnify COUNTY against any and all claims that may be made
2 against COUNTY based upon any contention by a third party that an employer-employee
3 relationship exists by reason of this contract; and CONTRACTOR shall indemnify COUNTY
4 for any and all federal or state withholding or retirement payments which COUNTY may be
5 required to make pursuant to federal or state law.
6

7 Contractor shall maintain as appropriate the following:

- 8 a) Articles of Incorporation;
9 b) Amendments of Articles;
10 c) List of agency's Board of Directors and Advisory Board;
11 A resolution indicating who is empowered to sign all contract
12 documents pertaining to the agency;
13 d) By-laws and minutes of Board meetings;
14
15

16 VI

17 ADMINISTRATIVE CHANGE IN STATUS:

18 If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
19 detailed description of the change must be submitted to COUNTY in writing at least sixty (60)
20 days prior to the effective date of the change. A change in status is defined as a name change
21 not amounting to a change of ownership, moving a facility's service location within the same
22 region, closing a facility with services being offered in another already existing contracted
23 facility, or change in services offered without an increase to the contract maximum. Other
24 changes to the contract may result in a more formal contract amendment. Involuntary changes
25 of status due to disasters should be reported to the COUNTY as soon as possible.
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1 VII

2 DELEGATION AND ASSIGNMENT:

3 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
4 without prior written consent of COUNTY; provided, however, obligations undertaken by
5 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
6 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet
7 the requirements of this Agreement as they relate to the service or activity under subcontract,
8 and include any provisions that DIRECTOR (or his designee) may require. No subcontract
9 shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this
10 Agreement.
11

12
13 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
14 prior written consent of COUNTY. Any attempted assignment or delegation in derogation of
15 this paragraph shall be void. Any change in the corporate or business structure of
16 CONTRACTOR, such as a change in ownership or majority ownership change resulting in a
17 change to the Federal Tax Id, shall be deemed an assignment for purposes of this paragraph.
18

19 VIII

20 ALTERATION:

21
22 No alteration or variation of the terms of this Agreement shall be valid unless made in
23 writing and signed by the parties hereto, and no verbal understanding or Agreement not
24 incorporated herein, shall be binding on any of the parties hereto.
25

26 IX

27 LICENSE(S)/CERTIFICATION(S):

28 CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications,

1 waivers and exemptions necessary to provide services hereunder and required by the laws or
2 regulations of the United States, State of California, the COUNTY OF RIVERSIDE and all
3 other appropriate governmental agencies, and agrees to maintain these throughout the term of
4 this Agreement. Examples of license(s)/certifications include; Fire clearance and zoning
5 permit; business license, community care license and/or Medi-Cal certification as
6 appropriate. CONTRACTOR shall notify DIRECTOR, or his designee, immediately and in
7 writing of its inability to maintain, irrespective of the pendency of an appeal, such licenses,
8 permits, approvals, certifications, waivers or exemptions.
9
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11 X

12 INDEMNIFICATION:

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

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XI

INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold harmless the County of Riverside and the State of California, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If CONTRACTOR uses any vehicles or mobile equipment in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all

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
4 shall name, all Agencies, Districts, Special Districts, and Departments of the County of
5 Riverside, the State of California, their respective directors, officers, Board of Supervisors,
6 employees, elected and appointed officials, agents or representatives as Additional Insureds.

7 D. Professional Liability:

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

21 E. General Insurance Provisions - All lines:

- 22 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
23 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
24 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
25 If the County's Risk Manager waives a requirement for a particular insurer such
26 waiver is only valid for that specific insurer and only for one policy term.
- 27 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
28 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000

1 per occurrence such deductibles and/or retentions shall have the prior written consent
2 of the County Risk Manager before the commencement of operations under this
3 Agreement. Upon notification of deductibles or self insured retentions which are
4 deemed unacceptable to the COUNTY, at the election of the COUNTY'S Risk
5 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such
6 deductibles or self-insured retentions as respects this Agreement with the COUNTY,
7 or 2) procure a bond which guarantees payment of losses and related investigations,
8 claims administration, defense costs and expenses.

- 9 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
10 Riverside with 1) a properly executed original Certificate(s) of Insurance and certified
11 original copies of Endorsements effecting coverage as required herein; or, 2) if
12 requested to do so orally or in writing by the COUNTY Risk Manager, provide
13 original Certified copies of policies including all Endorsements and all attachments
14 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
15 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
16 provide no less than thirty (30) days written notice be given to the County of
17 Riverside prior to any material modification or cancellation of such insurance. In the
18 event of a material modification or cancellation of coverage, this Agreement shall
19 terminate forthwith, unless the County of Riverside receives, prior to such effective
20 date, another properly executed original Certificate of Insurance and original copies
21 of endorsements or certified original policies, including all endorsements and
22 attachments thereto evidencing coverages and the insurance required herein is in full
23 force and effect. Individual(s) authorized by the insurance carrier to do so on its
24 behalf shall sign the original endorsements for each policy and the Certificate of
25 Insurance. Certificates of insurance and certified original copies of Endorsements
26 effecting coverage as required herein shall be delivered to Riverside County Mental
27 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
28 CONTRACTOR shall not commence operations until the County of Riverside has

1 sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the
2 full amount of such commission, percentage, brokerage, or contingent fee.

3
4 XIV

5 NONDISCRIMINATION:

6 A. Employment.

- 7 1. Affirmative Action shall be taken to ensure that applicants are employed, and that
8 employees are treated during employment, without regard to their race, religion,
9 color, sex, national origin, age, sexual preference, or physical or mental handicap.
10 Such affirmative action shall include, but not be limited to the following:
11 employment, upgrading, demotion or transfer; recruitment or recruitment
12 advertising; layoff or termination; rate of pay or other forms of compensation; and
13 selection for training, including apprenticeship. There shall be posted in
14 conspicuous places, available to employees and applicants for employment, notices
15 from DIRECTOR, or his designee, and/or the United States Equal Employment
16 Opportunity Commission setting forth the provisions of this Section.
17
18 2. All solicitations or advertisements for recruitment of employment placed by or on
19 behalf of CONTRACTOR shall state that all qualified applicants will receive
20 consideration for employment without regard to race, religion, color, sex, national
21 origin, age, sexual preference, or physical or mental handicap.
22
23 3. Each labor union or representative of workers with which CONTRACTOR has a
24 collective bargaining Agreement or other contract or understanding must post a
25 notice advising the labor union or workers' representative of the commitments
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1 under this Nondiscrimination Section and shall post copies of the notice in
2 conspicuous places available to employees and applicants for employment.

3
4 4. In the event of noncompliance with this section or as otherwise provided by State
5 and Federal law, this Agreement may be terminated or suspended in whole or in
6 part and CONTRACTOR may be declared ineligible from further contracts
7 involving State funds.

8 B. Services, Benefits, and Facilities:

9
10 1. CONTRACTOR shall not discriminate in the provision of services, the
11 allocation of benefits, or in the accommodation in facilities on the basis of color, race,
12 religion, national origin, gender, age, sexual preference, marital status, physical or
13 mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C.
14 Section 2000d and all other pertinent rules and regulations promulgated pursuant
15 thereto, and as otherwise provided by State law and regulations, as all may now exist or
16 be hereafter amended or changed.

17
18 2. CONTRACTOR shall further establish and maintain written procedures under
19 which any person, applying for or receiving services hereunder, may seek resolution
20 from CONTRACTOR of a complaint with respect to any alleged discrimination in the
21 provision of services by CONTRACTOR'S personnel. Such procedures shall also
22 include a provision whereby any such person, who is dissatisfied with
23 CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to
24 DIRECTOR, or his authorized designee, for the purpose of presenting his or her
25 complaint of alleged discrimination. Such procedures shall also indicate that if such
26 person is not satisfied with COUNTY'S resolution or decision with respect to the
27
28

1 complaint of alleged discrimination, he or she may appeal the matter to the appropriate
2 federal or state agencies. CONTRACTOR will maintain a written log of complaints
3 for a period of seven (7) years.
4

5 3. CONTRACTOR will maintain a safe facility pursuant to Title 9, Division 1 of
6 the California Code of Regulations.

7 5. As applicable, CONTRACTOR will store and dispense medications in
8 compliance with all applicable State and Federal laws and regulations and COUNTY'S
9 "Medication Guidelines," available from the COUNTY Quality Improvement-
10 Outpatient Division.
11

12 XV

13 PERSONS WITH DISABILITIES:

14 CONTRACTOR agrees to comply with the provisions of Section 504 of the
15 Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements as imposed by the
16 applicable Federal Department of Health and Human Services (DHHS) regulations (45 CFR
17 84), and all guidelines and interpretations issued pursuant thereto.
18

19 XVI

20 REPORTS:

21 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements as
22 mandated by law. The COUNTY shall provide instruction and direction regarding
23 County policies and procedures for meeting requirements.
24

25 B. CONTRACTOR shall report client and staff data about the CONTRACTOR'S program
26 and services as required by DIRECTOR, or his authorized designee, or by the State
27 Department of Mental Health, concerning CONTRACTOR'S activities as they affect the
28

1 duties and purposes contained herein, and as may be referenced in Exhibit A. In no event
2 will COUNTY require such reports unless it has provided CONTRACTOR with prior
3 written notification of at least thirty (30) days. COUNTY shall provide instruction on the
4 reporting requirements.
5

6 C. Contractor may participate in the COUNTY'S Management Information System as
7 required by the DIRECTOR, or his designee. CONTRACTOR is required to report
8 program, client and staff data about the CONTRACTOR'S program and services, by the
9 fifth (5th) working day of each month.
10

11 D. Title 9 Reporting Requirements "CONTRACTOR shall comply with the State reporting
12 requirements pursuant to the California Code of Regulations, Title 9, section 10561.
13 Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make
14 a telephonic report to the State department licensing staff (hereinafter "State") within one
15 (1) working day. The telephonic report is to be followed by a written report to the
16 COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the
17 event to the State. If a report to local authorities exists which meets the requirements
18 cited, a copy of such a report will suffice for the written report required by the State.
19

20 (1) Events reported shall include:

21 (a) Death of any resident from any cause

22 (b) Any facility related injury of any resident which requires medical treatment

23 (c) All cases of communicable disease reportable under Section 2502 of Title 17,
24 California Code of Regulations shall be reported to the local health officer in
25 addition to the State.

26 (d) Poisonings

27 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
28 disaster

1 (f) Fires or explosions which occur in or on the premises

2 (2) Information provided shall include the following:

3 (a) Residents' name, age, sex, and date of admission

4 (b) Date, time and nature of the event

5 (c) Attending physician's name, findings and treatment, if any.

6 (d) The items below shall be reported to the State within ten (10) working days
7 following the occurrence.

8 (i.) The organizational changes specified in Section 10531(a) of this
9 subchapter

10 (ii.) Any change in the licensee's or applicants mailing address

11 (3) Any change of the administrator of the facility. Such notification shall include the
12 new administrator's name, address and qualifications.

13 E. COUNTY reserves the right to perform further investigation(s) of any and all adverse
14 incidents as outlined in subparagraph d above at their discretion, and based on the outcome of the
15 adverse incident investigation; we may suspend referrals or terminate CONTRACTOR contract
16 until COUNTY receives corrective action.

17 XVII

18 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

19 The Contractor in this Agreement is subject to all relevant requirements contained in
20 the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-
21 91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
22 The Contractor hereto agrees to cooperate in accordance with the terms and intent of this
23 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this
24 Law.
25

26 ///

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XVIII

CONFIDENTIALITY OF CLIENT INFORMATION:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (SPUDS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

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

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

1 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
2 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy of
3 any document released as a result of such request, and will provide the name, address and
4 telephone number of the requesting party.
5

6 D. For purposes of the above paragraphs, identifying information is considered to be any
7 information that reasonably identifies an individual and their past, present, or future
8 physical or mental health or condition. This includes, but is not limited to, any
9 combination of the person's name, address, Social Security Number, date of birth,
10 identifying number, symbol, or other identifying particular assigned to the individual, such
11 as finger or voice print, or photograph.
12

13 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
14 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
15 breach of Medi-Cal Protected Health Information (PHI) and/or data, where the information
16 and/or data is reasonably believed to have been acquired by an unauthorized person.
17 Immediate notification shall be made to the COUNTY Mental Health Compliance Officer
18 within two business days of discovery at (800) 413-9990. The CONTRACTOR shall take
19 prompt corrective action to cure any deficiencies and any action pertaining to such
20 unauthorized disclosure required by applicable Federal and State Laws and regulations.
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1 The CONTRACTOR shall investigate such breach and provide a written report of the
2 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
3 (30) working days of the discovery of the breach to the address below.
4

5 Mental Health Compliance Officer
6 Riverside County Department of Mental Health
7 P.O. Box 7549
8 Riverside, CA 92513
9

10 F. *Safeguards.* The CONTRACTOR shall implement administrative, physical, and technical
11 safeguards that reasonably and appropriately protect the confidentiality, integrity, and
12 availability of the protected health information, included electronic PHI, that it creates,
13 receives, maintains, or transmits on behalf of DMH; and to prevent use or disclosure of PHI
14 other than as provided for by this Agreement. CONTRACTOR shall develop and maintain
15 a written information privacy and security program that includes administrative, technical
16 and physical safeguards appropriate to the size and complexity of the CONTRACTOR's
17 operations and the nature and scope of its activities. CONTRACTOR shall provide
18 COUNTY with information concerning such safeguards as COUNTY may reasonably
19 requests from time to time.
20

21
22 G. The CONTRACTOR shall implement strong access controls and other security safeguards
23 and precautions as noted in the following to restrict logical and physical access to
24 confidential, personal (e.g., PHI) or sensitive data to authorized users only. The
25 CONTRACTOR shall enforce the following administrative and technical password
26 controls on all systems used to process or store confidential, personal, or sensitive data:
27

- 28 1. Passwords must not be:

1 A. shared or written down where they are accessible or recognizable by anyone
2 else, such as taped to computer screens, stored under keyboards, or visible in a work
3 area

4 B. a dictionary word

5 C. Stored in clear text

6 2. Passwords must be:

7 A. 8 characters or more in length

8 B. changed every 90 days

9 C. changed immediately if revealed or compromised

10 D. composed of characteristics from at least three of the following four groups
11 from the standard keyboard:

12 1. Upper Case letter (A-Z);

13 2. Lower case letters (a-z);

14 3. Arabic numerals (0 through 9); and

15 4. Non-alphanumeric characters (punctuation symbols)

16 H. The CONTRACTOR shall implement the following security controls on each
17 workstation or portable computing devise (e.g., laptop computer) containing confidential,
18 personal, or sensitive data:

19 1. network-based firewall and/or personal firewall

20 2. continuously updated anti-virus software

21 3. Patch management process including installation of all operating system/software
22 vendor security patches.

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1 I. The CONTRACTOR shall utilize a commercial encryption solution that has received
2 FIPS 140 –2 validation to encrypt all confidential, Personal, or sensitive data stored on portable
3 electronic media (including, but not limited to, CDs and thumb drives) and on portable
4 computing devises (including, but not limited to, laptop and notebook computers).

5
6 The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or
7 other internet transport protocol unless the data is encrypted by a solution that has been
8 validated by the National Institute of Standards and Technology (NIST) as conforming to the
9 Advanced Encryption Standard (AES) Algorithm.
10

11 J. *Mitigation of Harmful Effects.* The CONTRACTOR shall mitigate, to the extent practicable,
12 any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by
13 CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.

14 K. *Employee Training and Discipline.* The CONTRACTOR shall train and use reasonable
15 measures to ensure compliance with the requirements of these Provisions by employees who
16 assist in the performance of functions or activities on behalf of COUNTY under this
17 Agreement and use or disclose PHI; and discipline such employees who intentionally violate
18 any of these Provisions, including termination of employment.

19 L. *Disclaimer.* COUNTY makes no warranty or representation that compliance by
20 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or
21 satisfactory for CONTRACTOR's own purposes or that any information in
22 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is
23 or will be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible
24 for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

25 M. *Interpretation.* The terms and conditions in these Provisions shall be interpreted as broadly
26 as necessary to implement and comply with HIPPA, the HIPPA regulations and applicable
27 State laws. The parties agree that any ambiguity in the terms and conditions of these
28

1 Provisions shall be resolved in favor of a meaning that complies and is consistent with
2 HIPAA and the HIPPA regulations.

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

7 XIX

8 RECORDS:

9 All records shall be available for inspection by the designated auditors of COUNTY, State
10 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 (3) years
20 after final payment under contract.
21

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23
24 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
25 Department of Social Services, the State Department of Mental Health and Medi-Cal
26 documentation standards, as applicable. CONTRACTOR shall maintain adequate
27 medical records on each individual patient which includes at a minimum, a client care
28

1 plan, diagnostic procedures, evaluation studies, problems to be addressed, medications
2 provided, and records of service provided by the various personnel in sufficient detail to
3 make possible an evaluation of services, including records of patient interviews and
4 progress notes.
5

6 B. Financial Records. CONTRACTOR shall maintain complete financial records that
7 clearly reflect the cost of each type of service for which payment is claimed. Any
8 apportionment of costs shall be made in accordance with generally accepted accounting
9 principles and shall evidence proper audit trails reflecting the true cost of the services
10 rendered. Allowable costs shall be those costs defined in Centers for Medicare and
11 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
12 required by the DIRECTOR, or his designee, and the State of California. All such
13 records shall be available for inspection by the designated auditors of COUNTY or State
14 at reasonable times during normal business hours.
15
16

17 C. Financial Record Retention. Appropriate financial records shall be maintained and
18 retained by CONTRACTOR for at least five (5) years or, in the event of an audit
19 exception and appeal, until the audit finding is resolved, whichever is later.
20

21 E. Patient/Client Record Retention. Patient/Client records shall be maintained and retained
22 by CONTRACTOR for a minimum of seven (7) years following discharge of the client.
23 Records of minors shall be kept for seven (7) years after such minor has reached the age
24 of eighteen years. Thereafter, the client file is retained for seven (7) years after the client
25 has been discharged from services.
26

27 F. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a reciprocal
28 shared record and information policy, which allows for sharing of client records and

1 information between CONTRACTOR and COUNTY. Either COUNTY or
2 CONTRACTOR shall not release these client records or information to a third party
3 without a valid authorization.
4

5 G. COUNTY is the owner of all patient care/client records. In the event that the contract is
6 terminated, the CONTRACTOR is required to prepare and box the client medical records
7 so that they can be archived by the County, according to procedures developed by the
8 County. The COUNTY is responsible for taking possession of the records and storing
9 them according to regulatory requirements. The COUNTY is required to provide the
10 CONTRACTOR with a copy of any medical record that is requested by the
11 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
12 timely manner.
13

14 XX

15 STAFFING:

16 CONTRACTOR shall comply with the staffing expectations as required by state licensing
17 requirements and as may be additionally described in Exhibit A. Such personnel shall be
18 qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance
19 with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of
20 Regulations (CCR), the Business and Professions Code, State Department of Mental Health
21 policy letters, and any amendments thereto. CONTRACTOR shall maintain specific job
22 descriptions/duty statements for each position describing the assigned duties, reporting
23 relationship, and shall provide sufficient detail to serve as the basis for an annual performance
24 evaluation. Furthermore, CONTRACTOR acknowledges all its officers; employees,
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1 associates, and agents providing services hereunder are eligible for reimbursement for said
2 services by their exclusion from the Federal "List of Excluded Parties" registry.

3 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon
4 request to authorized representatives of COUNTY, the following:
5

6 1. A list of persons who are providing services hereunder by name, title, professional
7 degree, licensure, experience, credentials, Cardiopulmonary Resuscitation training,
8 First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer
9 Not to Say" and any other information deemed necessary by the Director or
10 designee.
11

12 2. Personnel policies and procedures;

13 3. Personnel file for each staff member (including subcontractors, as approved by
14 COUNTY and volunteers) that includes at minimum the following:

15 i. Resume/application, proof of current licensure, certification, registration;

16 ii. List of Training;

17 iii. Annual job performance evaluation; and,

18 iv. Personnel action document for each change in status of the employee.
19

20 B. CONTRACTOR shall provide an initial orientation to the program, program goals, policy
21 and procedure review, emergency procedures and treatment services.
22

23 C. CONTRACTOR shall institute and maintain an in-service training program of treatment
24 review and case conferences in which professional and other appropriate personnel shall
25 participate.
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- 1 D. Contractor shall have appropriate staff trained and/or certified in CPR, First Aid,
2 Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and
3 potential violence, and procedures to protect both staff and the clients from violent behavior.
4
- 5 E. Training plans shall be documented and discussed with staff. Continuing development of
6 staff expertise shall be encouraged.
- 7 F. The CONTRACTOR recognizes the importance of child and family support obligations
8 and shall fully comply with all applicable State and Federal laws relating to child and
9 family support enforcement, including, but not limited to, disclosure of information and
10 compliance with earnings assignment orders, as provided in Chapter 8, commencing with
11 Section 5200, of Part 5 of Division 9 of the Family Code.
- 12
- 13 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall
14 establish and disseminate written policies for all employees that include detailed
15 information about the False Claims Act and the other provisions named in section
16 1902(a)(68)(A). Included in these written policies shall be detailed information about
17 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse in
18 federal, state and local health care programs. Contractor shall also include in any employee
19 handbook a specific discussion of the laws described in the written policies, the rights of
20 employees to be protected as whistleblowers, and a specific discussion of Contractor's
21 policies and procedures for detecting and preventing fraud, waste and abuse.
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24 XXI

25 CULTURAL COMPETENCY:

- 26 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
27 competent manner by recruiting, hiring and maintaining staff that can deliver services in
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1 the manner specified to the diverse multi-cultural population served under this Agreement.
2 CONTRACTOR shall provide multi-cultural services in a language appropriate and
3 culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural
4 diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and
5 persons who are physically challenged. CONTRACTOR shall document its efforts to
6 provide multi-cultural services in the manner specified. Documentation may include, but
7 not be limited to, the following: records in personnel files attesting to efforts made in
8 recruitment and hiring practices; participation in COUNTY sponsored and other cultural
9 competency training; the availability of literature in multiple languages/formats as
10 appropriate; and identification of measures taken to enhance accessibility for, and
11 sensitivity to, physically challenged individuals.
12
13

14 1. CONTRACTOR shall demonstrate program access; linguistically appropriate and
15 timely mental health service delivery; staff training; and organizational policies and
16 procedures related to the treatment of culturally diverse populations.
17 CONTRACTOR shall perform specific outcome studies, on-site reviews and written
18 reports as requested by COUNTY and made available to the COUNTY upon request.
19

20 2. CONTRACTOR shall provide services that are non-discriminatory and that
21 meet the individual needs of the multi-cultural client(s) to be served.
22 CONTRACTOR shall ensure that high quality accessible mental health care
23 includes:
24

25 a. Clinical care and therapeutic interventions which are linguistically and
26 culturally appropriate; including, at a minimum, admission, discharge,
27 and medication consent forms available in Spanish.
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- b. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- c. Medically appropriate interventions which acknowledge specific cultural influences.
- d. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need.
- e. Screening and certification of interpreters as specified in subparagraph 3a below.
- f. Training to mental health providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served.
- g. Develop and implement a strategy to recruit, retain, and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the culturally diverse population of the communities being served.
- h. Client related information translated into the various languages of the diverse populations served.
- i. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language, informing them of their right to receive no-cost interpreter services.

1 CONTRACTOR shall provide all clients with a Notice of Privacy Practices information
2 brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is
3 subsequently responsible for reissuing the Notice of Privacy Practices information brochure or
4 pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of
5 Privacy Practices information is updated and/or changes.

6 XXIII

7 CONFLICT OF INTEREST:

8 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
9 enables him to influence the award of this Agreement or any competing Agreement, and no
10 spouse or economic dependent of such employee in any capacity herein, or in any other direct
11 or indirect financial interest in this Agreement.
12

13 XXIV

14 PATIENT RIGHTS:

15 CONTRACTOR shall observe patient rights as provided in the WIC Section 5325 and
16 Title 9 and Title 22, Division 4.5 of the California Code of Regulations (CCR's). Patient
17 Rights information is available on the COUNTY Department of Mental Health website.
18 COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and
19 facility personnel to monitor the CONTRACTOR'S compliance with said statutes and
20 regulations.
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23 XXV

24 FAIR HEARING:

25 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
26 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
27 established by Federal and State laws and regulations.
28

1 XXVI

2 WAIVER OF PERFORMANCE:

3 No waiver by COUNTY at any time of any of the provisions of this Agreement shall be
4 deemed or construed as a waiver at any time thereafter of the same or any other provisions
5 contained herein or of the strict and timely performance of such provisions.
6

7 XXVII

8 FEDERAL AND STATE STATUTES:

9 CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply with
10 all other applicable Federal and State statutes and regulations, including but not limited to laws
11 and regulations listed in Exhibit B.
12

13 XXIII

14 DRUG-FREE WORKPLACE CERTIFICATION:

15 By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury
16 under the laws of the State of California that the CONTRACTOR will comply with the
17 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
18 seq.) and will provide a drug-free workplace doing all of the following.
19

- 20 A. Publish a statement notifying employees that unlawful manufacture, distribution,
21 dispensation, possession, or use of controlled substances is prohibited and specifying
22 actions to be taken against employees for violations, as required by Government Code
23 Section 8355 (a).
24
25 B. Establish a Drug-Free Awareness Program as required by Government Code Section
26 8355 (a) to inform employees about all of the following:
27 1. The dangers of drug abuse in the workplace.
28 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.

- 1 D. The COUNTY may terminate this Agreement with (30) days written notice due to a
2 change in status, or delegation, assignment or alteration of the Agreement.
- 3 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
4 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
5 patients served under this contract. In the event of such termination, the COUNTY
6 may proceed with the work in any manner deemed proper to the COUNTY.
- 7 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
8 may take one or more of the following actions as appropriate:
- 9
- 10 a. Temporarily withhold payments pending correction of the deficiency.
- 11 b. Disallow (that is deny funds) for all or part of the cost or activity not in
12 compliance.
- 13 c. Wholly or partially suspend or terminate the Agreement and if necessary,
14 request repayment to COUNTY if any disallowance is rendered after audit
15 findings.
- 16
- 17 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
18 above, or the CONTRACTOR is notified that the Agreement will not be extended
19 beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE.
- 20
- 21 1. CONTRACTOR shall:
- 22 a. Stop all services under this Agreement on the date, and to the extent specified,
23 in the Notice of Termination;
- 24 b. Continue to provide the same level of care as previously required under the
25 terms of this Agreement until the date of termination;
- 26
- 27
- 28

- 1 c. If clients are to be transferred to another facility for services, furnish to
2 COUNTY, upon request, all client information and documents deemed
3 necessary by COUNTY to affect an orderly transfer;
4
- 5 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
6 consistent with the best interest of the clients' welfare;
- 7 e. Cancel outstanding commitments covering the procurement of materials,
8 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
9 shall exercise all reasonable diligence to accomplish the cancellation of
10 outstanding commitments required by this Agreement, which relate to personal
11 services. With respect to these canceled commitments, the CONTRACTOR
12 agrees to provide a written plan to Director (or his designee within thirty (30)
13 days for settlement of all outstanding liabilities and all claims arising out of
14 such cancellation of commitments. Such plan shall be subject to the approval or
15 ratification of the COUNTY, which approval or ratification shall be final for all
16 purposes of this clause;
17
- 18 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
19 if any, as directed by COUNTY, any equipment, records or other documents
20 which, if the Agreement had been completed, would have been required to be
21 furnished to COUNTY; and
22
- 23 g. Take such action as may be necessary, or as COUNTY may direct, for the
24 protection and preservation of the equipment, records or other documents,
25 related to this Agreement which is in the possession of CONTRACTOR and in
26 which COUNTY has or may acquire an interest;
27
28

1 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed
2 until the date of termination, as determined by the Notice of Termination. The
3 CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt
4 of a Notice of Termination, or on expiration of this Agreement as specified in Section
5 II, PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days from the
6 effective date thereof, unless an extension, in writing, is granted by the COUNTY.
7

8 I. The rights and remedies of COUNTY provided in this section shall not be exclusive
9 and are in addition to any other rights and remedies provided by law or under this
10 Agreement.
11

12 XXX

13 DISPUTE:

14 In the event of a dispute between a designee of the DIRECTOR and the
15 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
16 patient services being rendered, the CONTRACTOR may file a written protest with the
17 appropriate Program/Regional Manager of the COUNTY. CONTRACTOR shall continue
18 with the responsibilities under this agreement during any dispute. The Program/Regional
19 Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the
20 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
21 CONTRACTOR may file successive written protests up through the Department of Mental
22 Health's administrative levels of Program Chief, Assistant Director, and (finally) DIRECTOR.
23 Each administrative level shall have twenty (20) working days to respond in writing to the
24 CONTRACTOR. The DIRECTOR'S decision shall be final.
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XXXI

SEVERABILITY:

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

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XXXII

VENUE:

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

XXXIII

NOTICES:

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

COUNTY:

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

INFORMATIONAL COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92513-7549

CONTRACTOR:

Anka Behavioral Health, Inc.
1850 Gateway Blvd, Suite # 900
Concord, CA 94520.

Attention: Chris Withrow, Executive Vice President/Deputy CEO.

Rev. 08/30/09 kds

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1 EXHIBIT A – SCOPE OF SERVICES

2 DESERT CRISIS RESIDENTIAL TREATMENT (CRT) PROGRAM

3 “DESERT RANCHO”

4 DESERT REGION

5 FY 2009 - 2010

6 CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC.

7 DEPT. ID: 41000202221/74700

8 SCOPE OF WORK:

9
10 The Crisis Residential Treatment (CRT) Program is intended to provide a community-
11 based alternative to hospitalization based on the Recovery Model of values and principles
12 for adults experiencing acute psychiatric episodes with or without co-occurring disorders
13 including substance abuse.

14
15 Services will be provided for a maximum of 15 clients, 24 hours a day, 365 days a year
16 (24/7). The CRT Program staff shall observe, monitor, and document the clients’
17 condition and work with appropriate support persons to develop an Client Care Plan
18 (CCP) within seventy-two (72) hours of admission into the program. Discharge planning
19 shall begin at the time of admission. CRT program staff shall coordinate discharge
20 linkage with appropriate levels of care for follow-up treatment and shall assist clients to
21 successfully link to identified treatment providers.

22 The CRT Program will provide services using a certified and licensed Social
23 Rehabilitation Crisis Residential Treatment (CRT) Program. This program shall be
24 certified by the State Department of Mental Health as meeting Welfare and Institutions
25 Code Division 4, Part 1 Chapter 3, Article 4; Division 5, Part 2, Chapter 2.5, Article 1 §
26 5670 through 5676.5; and Title 9, Subchapter 3, article 3.5, § 531 through 535 of the
27 California Code of Regulations; and licensed as a Social Rehabilitation Facility or
28 Community Care Facility by the Department of Public Social Services, Community

1 Licensing Division (CCR's Title 22, Division 6, Chapter 2 Social Rehabilitation
2 Facilities).

3 Services will also be provided using the Recovery Model of care as described in the State
4 of California's Mental Health Services Act (MHSA). Services shall include assessment,
5 plan development, medication services, nursing therapeutic services, case management,
6 discharge planning, and documentation of all services consistent with RCDMH, State and
7 Federal requirements.

8 **GOALS OF SERVICES:**

9 The primary goal of the Crisis Residential Treatment (CRT) Program is to stabilize
10 clients in acute crises in order to eliminate or shorten the need for inpatient
11 hospitalization. Activities in support of this goal include assessment, community
12 functioning evaluation, mental health counseling including individual and group therapy,
13 including treatment for co-occurring substance abuse disorders, rehabilitative counseling,
14 case management, medication services, and linkages to community support services.
15

16
17 Services will be based on the Recovery Model of care. Interventions will focus on client
18 empowerment; symptom reduction; reduce barriers to self-sufficiency in the community;
19 maximize client's engagement in treatment that improves the quality of their life;
20 maximize family/support persons' participation in the recovery plan (with client consent);
21 and instill hope for long-term recovery. In this social rehabilitative setting, residents will
22 use the therapeutic community, including peer support, and group living experience to
23 develop the needed support and skills to deal with their current life situation, crisis or
24 stress.

25 These services will also meet the following goals and objectives:

- 26 1. Provide crisis residential treatment (CRT) services to ensure that clients have a safe,
27 stable, and comfortable short-term (usually less than 14 days) living environment.
28

- 1 2. Assist clients in resolving their psychiatric crisis sufficiently to allow them to
2 successfully transition to less intensive levels of care in the community.
- 3
- 4 3. Reduce clients' functional impairment due to psychiatric symptoms (and co-occurring
5 chemical dependency, when present)
- 6
- 7 4. Assist clients in developing a recovery plan that obtains housing, food, clothing,
8 stable income, and improved self-sufficiency following discharge from the CRT.
- 9
- 10 5. Helps clients avoid psychiatric hospitalization or criminal incarceration following the
11 stabilization of their psychiatric crisis.
- 12
- 13 6. Increase clients understanding of the role of medication in their recovery; improve
14 access to medical and dental healthcare, and successfully link clients to outpatient
15 services following discharge.
- 16 7. Decrease drug/alcohol abuse, and related risky behaviors (e.g., unsafe sex).
- 17

18 **ADMISSIONS:**

19

20 **Admission Criteria:**

21 CONTRACTOR shall admit residents according to the following criteria and procedures:

- 22 1. CONTRACTOR shall admit adults who carry a primary psychiatric diagnosis
23 meeting RCDMH eligibility criteria for services.
- 24
- 25 2. CONTRACTOR shall only admit clients who are residents of Riverside County.
- 26
- 27 3. CONTRACTOR shall admit only ambulatory adult persons aged 18 to 59 years old
28 consistent with State of California Department of Social Services Community Care

1 Licensing regulations. Facility access will comply with the State of California
2 Department of Mental Health requirements related to the Americans with Disabilities
3 Act.

- 4
- 5 4. CONTRACTOR shall admit clients who are in psychiatric crisis who would
6 otherwise require psychiatric hospitalization; and clients whose behavior, related to a
7 mental disorder, is to the degree that they require supervision for 24 hours, seven (7)
8 days a week. This will also include clients who are discharged from an acute
9 psychiatric inpatient facility but continue to require 24/7 supervision.
- 10
- 11 5. CONTRACTOR shall admit only clients who are able to benefit from brief intensive
12 crisis residential services.
- 13
- 14 6. CONTRACTOR shall only admit clients on a voluntary basis. LPS Conservatees can
15 be treated as authorized by their LPS Conservator.
- 16
- 17 7. CONTRACTOR shall only accept referrals from RCDMH staff, or those
18 staff/facilities who are designated by RCDMH to make referrals. Referrals shall be
19 accepted 24 hours per day, seven (7) days per week.
- 20

21 Exclusion Criteria:

22 CONTRACTOR shall **not** admit the following clients:

- 23
- 24 1. Clients who need to be involuntarily detained because they pose an imminent danger
25 to self or others, or require a locked setting due to grave disability (i.e., meet
26 California W & I Code Section 5150 criteria).
- 27
- 28

- 1 2. Clients who are in crisis solely because of substance abuse, and do not exhibit a co-
2 occurring mental disorder requiring the use of psychotropic medication.
- 3
- 4
- 5 3. Clients who have physical healthcare problems that require skilled nursing care.
6 Clients who have medical conditions that can be managed using routine outpatient
7 medical care are eligible for admission.
- 8 4. Clients cannot be admitted if they require the assistance of a cane, walker, crutches,
9 wheelchair, etc.
- 10

11 Number to be Served:

12 CONTRACTOR will serve 300 clients in the first year of the contract. The facility will
13 maintain 85% occupancy based on monthly report within 90 days of start-up.

14
15 SERVICES TO BE PROVIDED:

16 The CRT Program will provide services using a social rehabilitation and recovery model,
17 which includes:

18
19 Assessment and Service Plan Development:

- 20 1. CRT staff will review and approve the transfer/referral information from the referring
21 party, which at minimum will include a mini-chart of assessment and treatment
22 information, current medications for a minimum of 72 hours, and a completed
23 "Physician's Report for Community Care Facilities" signed by an MD/DO.
- 24 2. Within one hour of receiving the referral information, the CRT staff will meet with
25 the client prior to admission. The CRT staff will complete the Functional Capability
26 Assessment (# LIC 9172), and obtain the client's voluntary consent to admit
27 themselves into the CRT program.
- 28

- 1 3. Individuals admitted to the CRT Program shall receive a mental health assessment
2 completed by a master's level clinician; and an assessment by a psychiatrist,
3 including a screening for medical conditions, within 24 hours of admission normally,
4 and in no case more than 72 hours after admission. The assessment documentation
5 must meet requirements set by the Department insure Medi-Cal reimbursement. The
6 client's planned discharge disposition will also be written within 72 hours of
7 admission.
8
- 9 4. Within 24 to 72 hours of admission, a Client Care Plan signed by the client will also
10 completed and signed by the client, establishing goals to be accomplished during the
11 clients' stay in the program. The service plan, which must include a discharge plan,
12 will be developed in collaboration with the client, RCDMH staff, and whenever
13 possible with the client's family/significant others (with client consent). Service plans
14 shall be updated as needed according to Medi-Cal requirements during the clients'
15 length of stay. The service plan will identify client strengths, articulate client
16 responsibilities, articulate family/support persons' responsibilities (with client
17 consent, and when family/support persons are available) and reflect the client's goals.
18
- 19 5. Within 24 to 72 hours of admission, and with client consent, CRT staff will contact
20 and involve the client's family and support persons. The service plan will clearly
21 identify family and support persons' involvement in the client's care whenever
22 possible. When clients refuse to consent to family and significant other's involvement
23 in their treatment and discharge planning, CRT staff will document in the client's
24 chart daily efforts to obtain that consent, until that consent is obtained, or the client is
25 discharged.
26
- 27 6. Clients will be tested for the presence of alcohol and drugs upon admission to help
28 determine the need for chemical dependency treatment (with client consent). Alcohol

1 and drug test results obtained within 24 hours of admission by other health care
2 providers will be acceptable in meeting this requirement.
3
4

5 **B. Medication Services**
6

- 7 1. CONTRACTOR shall assist clients in understanding the role of medication in their
8 recovery plan; explain the range of medication choices, provide education to residents
9 regarding the side effects of medications, and how these side effects can be managed.
10 CONTRACTOR will obtain client informed consent to take medication. Clients'
11 questions and concerns about medication will be addressed and resolved quickly and
12 proactively to increase client self-responsibility for medication management.
13
- 14 2. CONTRACTOR shall provide both psychotropic and physical healthcare medications
15 to all clients, including Medi-Cal and indigent clients. CONTRACTOR shall make
16 arrangements with a pharmacy to bill Medi-Cal directly for medication costs on
17 behalf of Medi-Cal eligible clients. The CONTRACTOR shall maintain appropriate
18 documentation for auditing purposes of medication costs incurred on behalf of
19 indigent clients. The awarded CONTRACTOR shall bill RCDMH separately on a
20 monthly basis for medication costs incurred by indigent clients. Medications for
21 indigent clients shall be limited to medications available for purchase at low-cost
22 pharmacies in the community (Wal-Mart, Target, Rite-Aid, etc.).
23
- 24 3. CONTRACTOR will make reasonable efforts to acquire and utilize sample
25 medications to optimally reduce medication costs for indigent clients. The contractor
26 shall establish policies and procedures for the use of sample medications consistent
27 with State regulatory requirements including Community Care Licensing regulations.
28

1 4. CONTRACTOR shall administer and monitor medication according to the following
2 requirements:

3 a. A licensed physician shall prescribe all medications.

4
5 b. Medications shall be taken voluntarily by clients, based on the physician's
6 orders, and observed by CONTRACTOR staff.

7
8 c. Licensed nursing personnel (LVN, LPT, RN) may receive physician's orders
9 over the telephone. All physicians' orders received over the telephone shall be
10 accurately and clearly written on the client's chart and signed by the person
11 receiving the orders. All telephone orders shall be countersigned by a licensed
12 physician within seven (7) days from the time the telephone orders are issued.

13
14 d. Prior to the administration of medication, staff authorized to dispense
15 medication shall review the physician's orders to insure the correct name of
16 patient and medication, proper dosage, route of administration, and time of
17 administration.

18
19 e. Licensed staff dispensing medication shall document in the patient's record
20 the name of the medication, dosage, route of administration, and time of
21 administration.

22
23 f. Licensed staff authorized to dispense medication shall also document in the
24 patient's record their response to the medication and any side effects
25 associated with it. The prescribing physician shall be notified immediately if
26 any side effects occurred in response to medication.

1 g. All medications shall be securely locked in a designated storage area. The
2 storage area shall be close to running water so that staff can wash their hands
3 with soap and water before administering any medication to clients.
4

5 h. All Schedule II - V medications shall be securely stored under a double lock
6 system to prevent access by unauthorized personnel. Schedule II - V
7 medications shall be counted at the end of each shift. At least two (2) staff,
8 one (1) from each shift, will sign a Schedule II - V medications log verifying
9 the accuracy of the count. The CONTRACTOR shall develop procedures to
10 prevent and address any misuse or unexplained disappearance of Schedule II -
11 V medications. Furthermore, the CONTRACTOR shall notify the RCDMH
12 within 24 hours after discovering any misuse or disappearance of Schedule II -
13 V medications.
14

15 5. The CONTRACTOR shall make arrangements with a local pharmacy to receive
16 verbal and written medication orders from the physician(s) who has been designated
17 to provide psychiatric services to the patients in the facility.
18

19 6. The CONTRACTOR shall store medications in single unit doses if possible. The
20 CONTRACTOR shall ensure that sufficient medications are always available to meet
21 the needs of patients.
22

23 The CONTRACTOR shall provide medications during the 14-day maximum stay. Upon
24 discharge, CONTRACTOR will provide the client with a paper prescription for a minimum of
25 two (2) weeks worth of medications at discharge (unless discharge medications are contra-
26 indicated). For indigent clients, medications are restricted to those available at low-cost
27 pharmacies in the community, unless the client requests otherwise.
28

1 C. Therapeutic Services

2 Therapeutic services include, but may not be limited to:

- 3 1. Evaluation by a psychiatrist usually within 24 hours of admission, and in no case
4 more than 72 hours of admission.
- 5
- 6 2. Medication follow-up by psychiatrist as needed, but in no case less than once every
7 seven (7) days.
- 8
- 9 3. Provide Medi-Cal and non-Medi-Cal reimbursable services to assist clients in
10 developing skills that enable them to progress towards self-sufficiency and reside in
11 less intensive levels of care (i.e., board and care, room and board, living with family
12 or significant others, supportive housing or independent living).
- 13
- 14 4. Provide to clients crisis de-escalation, crisis intervention and supportive services to
15 prevent inpatient hospitalizations 24 hours a day, seven days a week.
- 16
- 17 5. Therapeutic counseling and social rehabilitation individual and/or group interventions
18 shall include but not be limited to:
- 19
- 20 a. Assistance with Activities of Daily Living (ADLs) - Staff shall assist and/or
21 monitor residents with grooming, hygiene, care of personal belongings,
22 laundry, and keeping clean their personal and community rooms.
- 23
- 24 b. Symptom Monitoring - CONTRACTOR shall determine specific signs of
25 decomposition for each client and implement a recovery plan that empowers
26 client toward self-sufficiency that may prevent or minimize relapse. The
27 relapse prevention plan will be mutually developed between client and staff.
28 Relapse prevention - Relapse Prevention - CONTRACTOR shall educate

1 clients regarding their early signs of relapse, and train and encourage clients to
2 use appropriate coping mechanisms to prevent relapse. The avoidance of
3 alcohol and drugs will be emphasized as a significant part of relapse
4 prevention.

5
6 c. Client Safety — CONTRACTOR shall provide close supervision and insure
7 the safety of all clients at all times. CONTRACTOR will develop a plan to
8 effectively manage clients who express thoughts of harming themselves.

9
10 d. Reassurance and Structure - CONTRACTOR shall know clients' whereabouts
11 at all times, and provide personal support, reassurance, and redirection as
12 needed. CRT staff will insure client's safety and positively reinforce client
13 progress and improvement.

14
15 e. Budgeting Assistance - CONTRACTOR shall assist clients in managing their
16 money, teach money management skills, and safeguard clients' personal
17 property during their residence in the program.

18
19 f. Daily exercise activities to enhance clients' physical well being.

20
21 g. Health and sex education, including instruction regarding nutrition and weight
22 management, personal hygiene, AIDS / STD awareness and prevention, and
23 contraception.

24
25 h. Optimal Family and Support Persons Involvement - Encourage and support
26 family and support persons' involvement in treatment planning, services and
27 discharge planning, with client consent. CONTRACTOR will document
28 contact with family and support persons, and will have contact with

1 family/support persons a minimum of weekly, or document why such contact
2 is not possible or advisable.

- 3
- 4 i. Substance Abuse Recovery - Provide drug and alcohol recovery services,
5 when appropriate, and provide linkage and transportation to substance abuse
6 programs, either on-site, or in the community (e.g., AA, NA and County Drug
7 and Alcohol Services). Co-occurring disorders will be identified whenever
8 present, and treatment for these disorders will be provided.
- 9
- 10 j. Recovery –Based Interventions - Socialization skill building through
11 motivational interviewing and the installation of hope and social
12 relationship/communication skills. Provide opportunities for, and access to,
13 Peer-to-Peer interventions and support.
- 14
- 15 k. Community living skills – Assist clients to develop plans for self-care in the
16 community, personal responsibility, goal setting, access to and cooperation
17 with physical healthcare providers, effective communication with service
18 providers, effective and supportive family and peer relationships, and
19 substance abuse relapse prevention planning when the client returns to the
20 community.
- 21
- 22 l. Vocational Services - Assist clients in developing prevocational and
23 vocational plans to achieve gainful employment and/or perform volunteer
24 work, when this is an identified goal in the CRT treatment plan.
- 25

26 D. Case Management Services

27 CONTRACTOR shall provide a wide range of case management services to assist clients
28 including, but not necessarily limited to:

1. Provide transportation to clients for the purposes of implementing the services and goals of this contract.
2. Assistance with Applications for Entitlement Services - CONTRACTOR shall assist clients in completing and filing applications for Medi-Cal, Social Security, Medical Indigent Services (MISP) and other public assistance potentially available to each client within seven (7) days of admission. This includes linkage and coordination with RCDMH outpatient Social Security Income (SSI) benefit assistance programs so that SSI/SSDI applications filed during CRT admission receive timely and consistent follow-up with RCDMH staff after discharge.
3. Access to medical and dental services for clients, including for those who are medically indigent.
4. Obtain housing for clients discharged from the CRT, or arrange for appropriate placement as approved by RCDMH staff.
5. CONTRACTOR shall provide case management services reflecting the “wrap around” philosophy, including a “whatever it takes” attitude, and reflecting a commitment to the recovery model. Program staff shall help clients resolve social and legal obligations that will reduce barriers to discharge.

E. Discharges

1. Planned Discharges:

Clients shall normally be discharged in a planned, coordinated manner, agreed upon in advance and in conjunction with RCDMH staff. The discharge date will be established when the Treatment Team, including the client, client’s family/support persons (when available), CRT staff and RCDMH staff determines that the client is able to live at a less intensive level of care, and within 14 days of admission. The CRT staff shall assist with discharge placements by taking the resident to visit potential placements, and by transporting the resident to the placement at time of discharge.

1 2. Unplanned Discharges:

2 If a resident at any time presents as a serious danger to self or to others, or is seriously
3 or repetitively non-compliant with the program, discharge from the program may take
4 place. In such circumstances staff will assess the safety needs of all concerned and
5 take the appropriate action. Unplanned discharges will occur after all other available
6 actions have failed. Clients may be escorted to the Oasis Crisis Service (OCS) should
7 they require that level of care.
8

9 CONTRACTOR shall notify law enforcement immediately if a client who presents an
10 imminent risk to self or others, elopes from the facility, and so that a 5150 assessment
11 can be done. CONTRACTOR shall also notify the client's family, and Community
12 Care Licensing Division, and RCDMH within 12 hours or the next business day
13 under these circumstances.
14

15 3. Extended Stays:

16 In rare circumstances, clients may not be able to be discharged within the 14 day
17 time limit, due to unforeseen changes in the discharge plan, unplanned increased in
18 symptoms, developing medication side effects, etc. CONTRACTOR will request
19 authorization from RCDMH to extend the stay at the CRT, but in no case will the
20 client remain at the CRT for more than 30 days.
21

22 ADDITIONAL PROGRAM REQUIREMENTS:

23 CONTRACTOR shall:

- 24 1. Work cooperatively with the COUNTY's Desert Regional staff, Regional
25 Administrator, contract monitor, and RCDMH's other contractors and their staff, to
26 quickly and efficiently respond to the needs and requests of RCDMH.
27
28 2. Fully cooperate with RCDMH's on-site program liaison, and prepare and submit
monthly bills and reports to RCDMH accurately and within the requested time frames.

- 1 3. Submit to RCDMH by January 1 of each year any recommendations or changes for
2 next year's contract.
- 3 4. CONTRACTOR shall deliver services to all persons in need of services, including all
4 ethnic groups in the County. CONTRACTOR will have at least one bilingual
5 (Spanish/English) speaking staff person on duty at all times.
- 6
- 7 5. CONTRACTOR shall encourage clients' participation in the development, planning
8 and daily operation of treatment and rehabilitation services at the CRT. This includes
9 housekeeping, laundry, food preparation, cooking and serving, planning optional
10 activities (recreation, e.g.), etc.
- 11
- 12 6. CONTRACTOR shall provide for special dietary needs and diets in accordance with
13 physician's orders.
- 14
- 15 7. CONTRACTOR shall plan and arrange for clients' dental and medical care, and
16 provide transportation and assistance as needed or requested by RCDMH.
- 17
- 18 8. CONTRACTOR shall maintain all records as required by Title 9, Title 22 of the
19 California Code of Regulations; CFR 42; and HIPAA.
- 20
- 21 9. CONTRACTOR shall maintain living environments and facilities conducive to quality
22 care and treatment of persons disabled due to mental illness, including ongoing
23 maintenance, repair or replacement as needed of beds, linens, flooring, paint, window
24 coverings, fixtures, landscape, etc. As this service is occurring in a County-owned
25 building, building maintenance and repair will be coordinated with the COUNTY, and
26 provided by the COUNTY as required.
- 27
- 28

1 10. CONTRACTOR shall provide adequate accommodations for County staff to meet
2 with clients and clients' family/support persons. Such accommodations must allow for
3 confidentiality, privacy and safety.
4

5 11. CONTRACTOR shall agree to meet regularly with County staff to establish treatment
6 and case management services, recovery plans, and discharge plans for the clients
7 referred to the CONTRACTOR.

8 12. CONTRACTOR shall develop and update contingency plans to continue the delivery
9 of services in the event of a man-made or natural disaster.
10

11
12 **STAFFING RESPONSIBILITIES AND QUALIFICATIONS:**

13 CONTRACTOR shall meet the following staffing requirements:

- 14 1. CONTRACTOR will provide the number and quality of trained staff to meet the
15 staffing standards of a certified and licensed Social Rehabilitation Crisis
16 Residential Treatment (CRT) Program.
- 17 2. Ensure that personnel are competent to provide the services necessary, in order to
18 meet individual client needs, and employ staff in sufficient numbers to meet such
19 needs. Client-to-staff ratios shall be subject to the approval of RCDMH and shall
20 include sufficient trained personnel to ensure compliance with the terms of the
21 contract and licensing regulations.
- 22 3. Hire treatment staff who are culturally and ethnically diverse, and who represent
23 the ethnic and gender characteristics of the clients being served. CONTRACTOR
24 shall hire sufficient treatment staff that are bilingual (Spanish/English) in order to
25 effectively provide treatment services to the residents and their families.
- 26 4. CONTRACTOR will make efforts to recruit and hire qualified staff who have
27 lived recovery experience
28

1 STAFF TRAINING:

2 CONTRACTOR will:

- 3 1. Provide staff with ongoing training and staff development in the areas of mental
4 health, substance abuse, crisis intervention, motivational interventions, recovery
5 values and philosophy, and client empowerment. Participation in ongoing
6 training must be documented using sign-in sheets.
- 7
- 8 2. Provide or make arrangements for staff to receive ongoing training in the
9 following areas:
- 10
- 11 a. An extensive initial orientation to the program, including a description of the
12 goals of the program, review of policies and procedures, emergency
13 procedures, and treatment services.
- 14
- 15 b. Training requirements that meet State of California Department of Social
16 Services CCL regulations (e.g., CPR, First Aid, Emergency/Disaster Planning,
17 etc.).
- 18
- 19 c. Non-violent crisis intervention, de-escalation of agitation and potential
20 violence, and procedures to protect both staff and the clients from violent
21 behavior.
- 22
- 23 d. Basic assessment, problem-solving and counseling skills.
- 24
- 25 e. Cultural competency in serving clients from diverse ethnic and cultural
26 backgrounds including age, gender, sexual orientation, physical disabilities
27 and client cultures.
- 28

1 DOCUMENTATION AND REPORTING REQUIREMENTS:

2 CONTRACTOR shall maintain appropriate records documenting all of the services provided to
3 or on behalf of clients. These records shall include, but are not limited to:

- 4 1. Client Care Plans (CCP) - The CONTRACTOR will develop and maintain
5 individualized service plans that meet Medi-Cal criteria, and that identify the
6 treatment needs and recovery goals of each client. The service plan will provide a
7 description of recovery goals and the methods and services that will be used to
8 achieve those goals. The service plan must be signed by the client, indicating
9 agreement with the plan, and signed by the family/support person(s) when feasible
10 (with client consent).
- 11
12 2. Service Documentation - The program will maintain referrals, assessments, progress
13 notes, and any other documentation related to clients' care in accordance with State
14 and Federal standards and RCDMH policies. Service documentation will provide
15 information regarding each client's level of involvement in the different treatment
16 activities and his/her progress towards the achievement of his/her treatment goals.
- 17
18 3. Medi-Cal reimbursable services will meet documentation standards of the Center for
19 Medicare/Medi-Cal Services (CMS) and Title 9, and be consistent with RCDMH
20 policies.
- 21
22 4. Contractor shall enter client information (episode opening and closing) into the
23 County's database within 24 hours of admission or discharge, seven days a week, to
24 insure the automatic electronic daily census is accurate.
- 25
26 5. CONTRACTOR will enter services into the COUNTY's data base within 24 hours of
27 service delivery seven days a week.
- 28

- 1 6. Adverse incident reports - The CONTRACTOR will document all adverse incidents
2 affecting the physical and emotional welfare of clients. Examples of adverse incidents
3 include, but are not limited to, serious physical harm to self or others, serious
4 destruction of property, elopements, etc. The CONTRACTOR will notify RCDMH
5 and Community Care Licensing within twenty-four (24) hours of any serious adverse
6 incidents affecting clients' welfare.

- 7
- 8 7. All clinical records must comply with Federal and State regulations, HIPAA, and
9 RCDMH policies and procedures. Records shall conform to the requirements of the
10 licensing authorities (State Department of Social Services and State Department of
11 Mental Health).

- 12
- 13 8. CONTRACTOR shall submit a monthly contract report to RCDMH, as outlined by
14 RCDMH, which summarizes CONTRACTOR activities.

- 15
- 16 9 Records maintained at the facility by CONTRACTOR on behalf of RCDMH are the
17 property of RCDMH.

- 18 10 CONTRACTOR will maintain documentation of every client referred to the CRT,
19 and document any client found to not meet eligibility of admission.

- 20

21 CONTRACT PERFORMANCE MONITORING

- 22 1. CONTRACTOR shall participate in the RCDMH annual contract monitoring and
23 more frequent program reviews as required by RCDMH. Any RCDMH staff person
24 with proper identification shall be allowed to enter and inspect the facility at any
25 time.

- 26
- 27 2. CONTRACTOR will be assigned a designated RCDMH program monitor, and shall
28 be accountable to the program monitor. CONTRACTOR shall submit monthly

1 reports to the program monitor that include, but are not limited to, the following
2 information:

- 3
- 4 a. Average length of stay for residents;
 - 5 b. Discharge disposition;
 - 6 c. Source of referral;
 - 7 d. Service units; and
 - 8 e. Forwarding Address of all clients (if available).
- 9

- 10 3. A unit of service, for reporting purposes, shall be defined as the provision of services
11 as described in the Cost Reporting/Data Collection Manual of the State of California
12 Department of Mental Health (i.e., a 24 hour service unit is comprised of treatment in
13 a residential setting). The number of patient days billable includes the total number of
14 days a patient actually occupied a bed including either the first day of admission or
15 the day of discharge but not both (unless the entry and exit dates are the same.)
16
- 17 4. The monthly contract monitoring report will be delivered to the program monitor and
18 Regional Manager via the Internet in the form of an electronic document.
19

20 **PERFORMANCE OUTCOMES**

21 The renewal of a contract between RCDMH and awarded CONTRACTOR is contingent upon
22 CONTRACTOR's ability to meet or exceed the following performance outcomes:
23

- 24 1. CONTRACTOR will discharge 95% of the clients within 14 days of admission.
- 25
- 26 2. CONTRACTOR will discharge 100% of the clients within 30 days of admission.
- 27
- 28

- 1 3. CONTRACTOR will discharge 75% of admissions to a less restrictive living
2 situation.
- 3
- 4 4. CONTRACTOR shall maintain an occupancy rate of 85% after 90 days of starting up
5 the program and admitting the first residents.
- 6
- 7
- 8 5. CONTRACTOR shall maintain an overall 90% satisfied client rating with service
9 level on their customer satisfaction surveys. CONTRACTOR shall be responsible to
10 work with client representatives, family members, and staff to design and develop a
11 "Client Satisfaction Questionnaire" to measure clients' satisfaction with the program.
12 The questionnaire shall measure areas such as, quality of care, accessibility of
13 services, and timeliness of services. The CONTRACTOR shall submit the
14 questionnaire to the COUNTY for approval before administering it to clients.
15 CONTRACTOR shall request that all clients complete the satisfaction survey at time
16 of discharge, and mail to RCDMH. Clients shall be asked to complete this
17 questionnaire anonymously. The CONTRACTOR shall summarize and interpret the
18 "Client Satisfaction Questionnaire" results and submit a semi-annual Customer
19 Satisfaction Report to RCDMH for the prior six (6) month period.
- 20
- 21 6. RCDMH reserves the right to modify these Performance Outcomes in consultation
22 with the CONTRACTOR.
- 23

24 RCDMH shall provide technical assistance on an as-needed basis for new program
25 contractors. Such technical assistance typically includes, but is not limited to, orientation
26 to the County's MIS systems and data entry guidelines; reviewing and interpreting
27 County policies and procedures; providing on-going agency liaison with RCDMH and
28 the Department's other contractors to insure optimal collaboration, etc.

EXHIBIT B

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)

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)

1 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.

2 Centers for Medicare and Medicaid Services Manual

3 Child Abuse Reporting/Child Support

4 California Penal Code Sections 11164 – 11174.4 et seq.

5 Family Code, Section 5200 (Child Support)

6 Children System of Care

7 California Welfare and Institutions Code Section 5880 (Children System of Care)

8 Community Care Facilities

9 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
10 Community Care Facilities)

11 Community Residential Treatment Program

12 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
13 5672 to 5699 (Community Treatment)

14 California Welfare & Institutions Code Section 5670 et seq.

15 California Code of Regulations, Title 22, Division 6.

16 Confidentiality

17 California Welfare & Institutions Code Section 5328

18 California Welfare & Institutions Code Section 5330 (Monetary Penalties)

19 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
20 Information)

21 Elderly and Dependent Adult Abuse Reporting

22 California Welfare & Institutions Code Sections 15600 et seq.

23 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 to 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, Public Law 93-112 (Non-Discrimination)

23 Patients Rights

1 California Welfare & Institutions Code Sections 5325 et seq.

2 California Code of Regulations, Title 22, Section 70707

3 Policies

4
5 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
6 Health Policy Letters)

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

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

9 County and Departmental policies, as applicable to this Agreement

10 Quality Assurance

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

12 Short-Doyle/Medi-Cal

13 California Code of Regulations, Title 22, Division 3

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

16 Social Rehabilitation Programs

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

18 Special Education Pupils (AB 3632)

19 California Welfare & Institutions Code Section 18350 et seq.

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

21 Voter Registration

22 National Voter Registration Act of 1993

23
24
25
26
27
28 Rev. 03/10/04 nae

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Anka Behavioral Health, Inc.

PROGRAM NAME: Desert Rancho - Crisis Residential Treatment Services

DEPARTMENT ID: 4100202217/74700/530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/2010 shall be \$834,746. The maximum obligation includes \$759,746 for services and \$75,000 for Start-up subject to availability of Federal, State, and local funds. The Schedule I attached herein specifies funding for Contract Client Services and Start-up Funding.

B. BUDGET:

Schedule I represents the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU) number, mode(s) of service, the service functions, the procedure codes, number of service units, anticipated revenues to be received, maximum obligation and sources of funding, pursuant to this Agreement. Schedule I also includes the amount of start-up funding necessary to get the program implemented.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of Contract Client Services, after services begin, provided that services are entered into the COUNTY approved data collection system (SPUDS), no later than the fifth (5th) working day of each month, for the prior month. Late entry of services into

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SPUDS, may result in financial and/or service disallowances.

2. Final year end settlement for services shall be based on allowable units, multiplied by actual allowable cost per unit provided, or the State Maximum Allowed (SMA) rate, or customary charges, whichever is lower, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein.
3. CONTRACTOR will submit a claim for services monthly on their stationery, which must include at a minimum the CONTRACTOR'S name, invoice mailing address and telephone number, and attach a FINAL SPUDS 952 report identifying the units of service provided for the month being billed and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the FINAL SPUDS report and the PIF form must be attached to the invoice. Failure to attach the summary page of the report and the signed PIF, will delay payment until the documents are provided. The claim must be approved and signed by the Director or authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Regional Administrator/Manager of the COUNTY'S Department of Mental Health, no later than the tenth (10th) working day of each month.
4. CONTRACTOR shall submit a claim or claims for previously approved start-up expenditures, not to exceed the amount allocated in the first fiscal year of this grant agreement, as specified on the Schedule I.
5. Monthly reimbursements may be withheld at the discretion of the Director or designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Program Monitoring and/or Cost Report process.

- 1 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be
2 paid by the COUNTY thirty (30) calendar days after the date the invoice is
3 received by the applicable COUNTY Program/Region.
- 4 7. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and
5 CONTRACTOR shall provide the COUNTY with all information necessary for
6 the preparation and audit of such billings.

7 **D. SHORT-DOYLE/MEDI-CAL:**

- 8 1. The Short/Doyle Medi-Cal reimbursement is comprised of Local Matching
9 Funds and Federal Financial Participation (FFP).
- 10 2. It is the responsibility of the CONTRACTOR to obtain the National Provider
11 Identifier (NPI) from the National Plan and Provider Enumeration System
12 (NPES) and provide the information to RCDMH. CONTRACTORS providing
13 Medi-Cal billable services must submit NPI for the facility, as well as, each
14 staff member providing Medi-Cal billable services. CONTRACTOR
15 reimbursement will not be processed until all NPIs (provider and individual
16 staff) are on file with RCDMH.
- 17 3. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
18 shall comply with applicable Medi-Cal cost containment principles where
19 reimbursement is based on actual allowable cost, approved Medi-Cal rate,
20 State approved negotiated SD/MC rate or customary charges, whichever is
21 lower as specified in Title 19 of the Social Security Act, Title 22 of the
22 California Code of Regulations and policy letters issued by the State
23 Department of Mental Health.

24 **E. REVENUES:**

- 25 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
26 Institutions Code, and as further contained in the State Department of Mental
27 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
28 the provision of the services as described in Exhibit A. Such revenues may

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include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.

2. 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 the following sequential order. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance, then first party, and finally from Short/Doyle Medi-Cal as payor of last resort.
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 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Uniform Method of Determining Ability to Pay (UMDAP) Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

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

3 **F. REALLOCATION OF FUNDS:**

- 4 1. No funds allocated for Contract Client Services, may be reallocated to Start-up
5 funding. No funds allocated for one mode of service may be reallocated to
6 another mode of service unless written approval is given by the Regional
7 Administrator/ Manager prior to the end of the fiscal year ending on June 30th.
8 Approval shall not exceed the total maximum obligation for the fiscal year.
- 9 2. In addition, CONTRACTOR may not, under any circumstances and without prior
10 approval and/or written consent from the Regional Administrator/Program
11 Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate
12 funds, services, mode of services, and/or procedure codes as designed in the
13 Schedule I that are defined as non-billable by the COUNTY, State or Federal
14 government from or to funds, services, mode of services and/or procedure codes
15 that are defined as billable by the COUNTY, State or Federal governments

16 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

20 **H. COST REPORT:**

- 21 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
22 CONTRACTOR shall provide to COUNTY two (2) copies for each Reporting
23 Unit (RU) number, an annual Cost Report with an accompanying financial
24 statement and applicable supporting documentation to reconcile to the Cost
25 Report within forty-six (46) calendar days following the end of each fiscal
26 year (June 30), the expiration or termination of the contract, which ever occurs
27 first. The Cost Report shall detail the actual cost of services provided to
28 include staff time accounting. The Cost Report shall be provided in the

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format and on forms provided by the COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this agreement.

2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost between COUNTY and non-COUNTY programs.
3. CONTRACTOR shall send one representative to the training held by COUNTY regarding preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date and time of the training. Attendance at the training is necessary in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment. CONTRACTOR is required to report expenditures, revenues, and units by mode and service function code and by maximum obligation type (Contract Client Services and Start Up Costs). Detailed instructions on the preparation of the Cost Reports are provided at the training.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors which are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadline extensions will immediately result in the withholding of future monthly reimbursements.

1 5. A cost report shall be submitted as required by WIC 5718 (c) and shall include
2 a reconciliation of payments to CONTRACTOR and all revenue received by
3 CONTRACTOR

4 6. All current and/or future contract service payments to CONTRACTOR will be
5 withheld by the COUNTY until the final current and prior year Cost Report(s)
6 have been reconciled, settled and signed by CONTRACTOR, and received
7 and approved by the COUNTY.

8 **I. START-UP COSTS FOR FURNISHINGS AND EQUIPMENT:**

9 **1. APPROVAL FOR PURCHASE**

10 Any equipment or furnishings are required to be approved by the COUNTY in
11 writing prior to making purchase. Any equipment or furnishings not approved
12 by the COUNTY prior to purchase shall not be reimbursed to the
13 CONTRACTOR by the COUNTY either as a start up or operating cost at any
14 time.
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16 **2. OWNERSHIP**

17 Equipment and furnishings purchased through this Agreement are the property
18 of the COUNTY. Procedures provided by the COUNTY for the acquisition,
19 inventory, control and disposition of the equipment and the acquisition and
20 payment for administrative services to such equipment (e.g. office machine
21 repair) are to be followed.
22

23 **3. INVENTORY**

24 CONTRACTOR shall maintain an internal inventory control system that will
25 provide accountability for equipment and furnishings purchased through this
26 Agreement, regardless of cost. The inventory control system shall record at a
27 minimum the following information when property is acquired: date acquired;
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1 property description (to include model number); property identification
2 number (serial number); cost or other basis of valuation; funding source; and
3 rate of depreciation or depreciation schedule, if applicable. An updated
4 inventory list shall be provided to the COUNTY on a semi-annual basis, and
5 filed with the Annual Cost Report. Once the COUNTY is in receipt of this
6 list, COUNTY inventory tags will be issued to the CONTRACTOR, and are
7 to be attached to the item as directed.
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10 **4. DISPOSAL**

11 Approval must be obtained from the COUNTY prior to the disposal of any
12 property purchased with funds from this Agreement, regardless of the
13 acquisition value. Disposal (which includes sale, trade-in, discard, or transfer
14 to another agency or program) shall not occur until approval is received in
15 writing from the COUNTY.
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17 **5. CAPITAL ASSETS:**

- 18 a. Capital assets are tangible or intangible assets exceeding \$5,000 that
19 benefit an agency more than a single fiscal year. For capital assets
20 approved for purchase by the COUNTY, allowable and non-allowable cost
21 information and depreciation requirements can be found in the Center for
22 Medicare and Medicaid Services (CMS) Publication 15, Provider
23 Reimbursement Manual (PRM) Parts I & II. It is the CONTRACTOR'S
24 responsibility to ensure compliance with these requirements.
- 25 b. Any capital asset that was acquired or improved in whole or in part with
26 funds disbursed under this Agreement, or under any previous Agreement
27 between COUNTY and CONTRACTOR, shall either be, at the election of
28 the COUNTY as determined by the Director or designee: (1) transferred
to the COUNTY including all title and legal ownership rights; or (2)

1 disposed of and proceeds paid to COUNTY in a manner that results in
2 COUNTY being reimbursed in the amount of the current fair market value
3 of the real or personal property less any portion of the current value
4 attributable to CONTRACTOR'S out of pocket expenditures using non-
5 county funds for acquisition of, or improvement to, such real or personal
6 property and less any direct and reasonable costs of disposition.

7 **J. AUDITS:**

- 8 1. CONTRACTOR agrees that any duly authorized representative of the Federal
9 Government, the State or COUNTY shall have the right to audit, inspect,
10 excerpt, copy or transcribe any pertinent records and documentation relating
11 to this Agreement or previous Agreements in previous years.
12
13 2. The COUNTY will conduct an Annual Program Monitoring Review and/or
14 Contract Monitoring Review (CMT). Upon completion of monitoring,
15 CONTRACTOR will be mailed a report summarizing the results of the site
16 visit. A corrective Plan of Action will be submitted by CONTRACTOR
17 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S
18 failure to respond within thirty (30) calendar days will result in withholding of
19 payment until the corrective plan of action is received. CONTRACTOR'S
20 response shall identify time frames for implementing the corrective action.
21 Failure to provide adequate response or documentation for this or previous
22 year's Agreements may result in contract payment withholding and/or a
23 disallowance to be paid in full upon demand.
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25 3. If this contract is terminated in accordance with Section XXIX,
26 TERMINATION PROVISIONS, COUNTY, Federal and/or State
27 governments may conduct a final audit of the CONTRACTOR. Final
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1 reimbursement to CONTRACTOR by COUNTY shall not be made until all
2 audit results are known and all accounts are reconciled. Revenue collected by
3 CONTRACTOR during this period for services provided under the terms of
4 this Agreement will be regarded as revenue received and deducted as such
5 from the final reimbursement claim.

- 6 4. Any audit exception resulting from an audit conducted by any duly authorized
7 representative of the Federal Government, the State or COUNTY shall be the
8 responsibility of the CONTRACTOR. Any audit disallowance adjustments
9 may be paid in full upon demand or withheld at the discretion of the Director
10 of Mental Health against amounts due under this Agreement or Agreements(s)
11 in subsequent years.

12 **K. BANKRUPTCY:**

13 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
14 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a
15 carbon copy to the Department of Mental Health's Program Support Unit, in writing of
16 such. The CONTRACTOR shall submit a properly prepared Cost Report in accordance
17 with the requirements and deadlines set forth in Section H before final payment is
18 made.

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**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: **Anka Behavioral Health / CRT - Desert**

FISCAL YEAR: 2009/10

NEGOTIATED RATE ()

ACTUAL COST (X)

NEGOTIATED NET AMOUNT (X)

DEPT ID/PROGRAM: **4100202217.74700**

SYSTEM RU NUMBER:

SYSTEM RU NUMBER:						
TYPE of MODALITY	Crisis Residential	Meditation Support	Psychotropic Medications	Start-up	TOTAL	
MODE OF SERVICE:	05	15			Service Only = \$759,746	
SERVICE FUNCTION:	40	60				
PROCEDURE CODE:	180	460				
UNITE TYPE:	Client Day	Staff Minute	Actual Cost	Actual Cost		
NUMBER OF UNITS:	3,103	35,000	12	n/a		
COST PER UNIT:	\$200.48	\$4.82	\$2,107.28	n/a		
GROSS COST:	\$621,992	\$112,467	\$25,287	\$75,000	\$834,746	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$621,992	\$112,467	\$25,287	\$75,000	\$834,746	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. Medi-Cal FFP	\$171,794	\$31,063	\$6,984	\$0	\$209,842	25.14%
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
D. STATE FUNDS- MHSA	\$450,198	\$81,403	\$18,303	\$75,000	\$624,904	74.86%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
F. OTHER:	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)	\$621,992	\$112,467	\$25,287	\$75,000	\$834,746	100.00%

FUNDING SOURCES DOCUMENT: CLIB FY 2009/10

STAFF ANALYST SIGNATURE: *K. Doreman*

DATE: 14-Oct-09

FISCAL SERVICES SIGNATURE: *Slawson*

DATE: 10/14/09