

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



FROM: Department of Mental Health

SUBMITTAL DATE:

SUBJECT: Approval of the one year Agreements with the Mental Health Managed Care Inpatient Hospital (Indigent) providers outlined in Attachment A for \$1,000,000 to provide psychiatric inpatient hospital services. (District: All) [\$1,000,000 ongoing]. State Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the one year Agreements with the Mental Health Managed Care Inpatient Hospital providers for psychiatric inpatient hospital services while staying within the approved combined aggregate amount of \$1,000,000 annually, which contains an option to renew the Agreements for two additional one-year periods;
2. Authorize the Chairman of the Board to sign the Agreements outlined in Attachment A;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to sign renewals based upon the availability of funding and sign amendments that do not change the substantive terms of the Agreements through June 30, 2017; and
4. Exempt the Purchasing Agent from the sole source requirement when adding new providers not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 while staying within the Board approved combined aggregate amount of \$1,000,000.

(Continued on page 2)

JW:RC

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,000,000	\$ 1,000,000	\$ 3,000,000	\$ 1,000,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% State

Budget Adjustment: NO
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: _____
NEAL R. KIPNIS

Purchasing: *Mark Sailer*
Mark Sailer, Assistant Director

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: Item 3.18 of 01/28/14 | District: All | Agenda Number: _____

3-26

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

FORM 11: Approval of the one year Agreements with the Mental Health Managed Care Inpatient Hospital (Indigent) providers outlined in Attachment A for \$599,000 to provide psychiatric inpatient hospital services. (District: All) [\$1,000,000 ongoing]. State Funds.

DATE:

PAGE: Page 2 of 2

BACKGROUND:

Summary

On January 28, 2014, (3-18), the Board of Supervisors approved the Department of Mental Health's (DMH) renewal of various Mental Health Managed Care Indigent Hospital Provider Agreements for FY13/14. In order to assure that the correct level of authority and funding is in place to maintain the service levels historically provided to Department of Mental Health (DMH) indigent consumers at the facilities listed in Attachment A, a combined aggregate amount continues to be necessary.

Due to the highly structured and diverse treatment environment(s) needed to treat DMH consumers with mental health illness, an increase in diverse levels of care, such as those provided by the Managed Care indigent hospital providers listed in Attachment A, has become programmatically necessary for the DMH. In addition, in order to assure that the correct level of authority and funding is in place to maintain the service levels historically provided to DMH consumers at the facilities listed in Attachment A, a combined aggregate amount continues to be necessary.

As the Mental Health Plan provider for Riverside County, the DMH is required to provide psychiatric inpatient hospital services for indigent seriously mentally ill children, adults and older adults. Indigent hospital services include psychiatric evaluation and treatment services, medication services as well as discharge planning and coordination geared to stabilize the individual for return to the community.

These Agreements are for those hospitals providing the described services to Riverside County indigent consumers. These are consumers who are in need of inpatient hospital services and have no funding sources to pay for the necessary services. Each indigent provider agreement amount is based on a projected utilization multiplied by the County rate. There are sufficient funds in the DMH's FY 14/15 budget to fund the indigent agreements listed in Attachment A. No additional County funds are required.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of indigent consumers and the community.

Contract History and Price Reasonableness

The DMH Managed Care Inpatient (Indigent) Hospital Agreements listed in Attachment A have a period of performance from July 1, 2014 through June 30, 2015, and may be renewed annually through June 30, 2017.

The DMH uses the California State Department of Healthcare Services (DHCS) rates as its standard to negotiate and establish the indigent rates with the providers listed in Attachment A.

The Department is requesting approval of these agreements to avoid interruption of services and ensure continuity of care for consumers.

ATTACHMENT A

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
MANAGED CARE – INPATIENT
HOSPITAL CONTRACT LISTING
FY14/15

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

INDIGENT HOSPITAL AGREEMENTS

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
AURORA CHARTER OAK HOSPITAL	\$263,000
AURORA LAS ENCINAS	\$105,000
CORONA REGIONAL MEDICAL CTR.	<u>\$105,000</u>
TOTAL	\$473,000
RESERVE	<u>\$527,000</u>
<u>TOTAL AGGREGATE</u>	<u>\$1,000,000</u>



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 Aurora Charter Oak, hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 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 it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable 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 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: Todd A. Smith
Todd A. Smith
Print Name
Date: 5/15/2014

COUNTY

By: _____
Jeff Stone, Chairman
Board of Supervisors
Date: _____

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: [Signature]
Deputy County Counsel
7/18/14



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PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 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 it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable 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 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: Todd A. Smith
Todd A. Smith
Print Name
Date: 5/15/2014

COUNTY

By: _____
Jeff Stone, Chairman
Board of Supervisors
Date: _____

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: [Signature]
Deputy County Counsel

7118714



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WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 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 it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable 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 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: Todd A Smith
Todd A. Smith
Print Name
Date: 5/15/2014

COUNTY

By: _____
Jeff Stone, Chairman
Board of Supervisors
Date: _____

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: [Signature]
Deputy County Counsel
7/1/14

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I

1
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in
4 Exhibit A, Exhibit B, Exhibit C, Schedule I and any other exhibits, attachments or
5 addendums attached hereto and by this reference incorporated herein to this Agreement.
6

7 II

8 PERIOD OF PERFORMANCE:

9 This Agreement shall be effective as of July 1, 2014, and continue in effect through
10 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional
11 five (5) years, subject to the availability of funds.
12

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

16 In consideration of services provided by CONTRACTOR, COUNTY shall
17 reimburse CONTRACTOR in the amount and manner outlined and described in
18 Exhibit C and Schedule I, attached hereto and by this reference incorporated herein
19 to this Agreement. CONTRACTOR agrees to submit their National Provider
20 Identification (NPI) and other support or required documentation to the COUNTY
21 prior to reimbursement be processed by the COUNTY.
22

23 B. Restrictions On Salaries

24 CONTRACTOR agrees that no part of any federal funds provided under this
25 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the
26 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.
27
28

1 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall
2 be responsible for making sure that their organization is in full compliance with all
3 applicable Federal, State, County or local salary restrictions in conjunction with
4 performing the services herein.

5 C. Union Organizing

- 6
- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
 - 10 2. CONTRACTOR will not, for any business conducted under this Agreement,
11 use any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
 - 15 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
16 or deter union organizing, CONTRACTOR will maintain records sufficient to
17 show that no reimbursement from state funds has been sought for these costs,
18 and the CONTRACTOR shall provide those records to the County and then to
19 the Attorney General upon request.
20
21

22 D. Lobbying And Restrictions And Disclosures Certification

23 Applicable to federally funded contracts in excess of \$100,000 per Section 1352
24 Title 31, USC, Section 1352 and 45 CFR Part 93:
25

- 26 1. Certification and Disclosure Requirements
27
28

- 1 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-
2 contract, grant or sub-grant, which is subject to Title 31, USC, Section
3 1352, and which exceeds \$100,000 at any tier, shall file a certification
4 (in the form set forth in by the COUNTY), consisting of one page,
5 entitled "Certification Regarding Lobbying" that the recipient has not
6 made, and will not make, any payment prohibited by sub-section B of
7 this provision.
8
- 9 b. CONTRACTOR shall file a disclosure (in the form set forth by the
10 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
11 Activities") if any funds other than federally appropriated funds have
12 been paid or will be paid to any person for influencing or attempting to
13 influence any officer or employee of any agency, a Member of
14 Congress, an officer or employee of Congress, or any employee of a
15 Member of Congress in connection with this federal grant.
16
- 17 c. CONTRACTOR shall require that the language of this certification be
18 included in the award documents for all sub-awards at all tiers
19 (including subcontracts, sub-grants, and contracts under grants, loans
20 and cooperative agreements) and that all sub-recipients shall certify and
21 disclose accordingly.
22
- 23 d. CONTRACTOR shall file a disclosure form at the end of each calendar
24 quarter in which there occurs any event that requires disclosure or that
25 materially affect the accuracy of the information contained in any
26 disclosure form previously filed by such person under Paragraph 1(a)
27
28

1 herein. An event that materially affects the accuracy of the information
2 reported includes:

3 (i) A cumulative increase \$25,000, or more in the amount paid or
4 expected to be paid for influencing or attempting to influence a
5 covered federal action;

6 (ii) A change in the person(s) or individual(s) influencing or
7 attempting to influence a covered federal action;

8 (iii) A change in the officer(s), employee(s), or member(s) contacted
9 for the purpose of influencing or attempting to influence a covered
10 federal action;

11 (iv) CONTRACTOR who requests or receives from a person referred
12 to in Paragraph 1(a) of this provision a contract, subcontract, grant
13 or sub-grant exceeding \$100,000 at any tier under a contract or
14 grant shall file a certification, and a disclosure form, if required, to
15 the next tier above;

16 (v) All disclosure forms (but no certifications) shall be forwarded from
17 tier to tier until received by the entity referred to in Paragraph 1(a)
18 of this provision. The CONTRACTOR shall forward all disclosure
19 forms to the COUNTY in order for the COUNTY to forward to
20 Program/Regional Administrator.
21
22
23
24

25 E. Prohibition

26 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated
27 funds may be expended to pay any person influencing or attempting to influence an
28

1 officer or employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with any of the
3 following covered federal actions: the awarding of any federal contract, the making
4 of any federal grant, the making of any federal loan, entering into any cooperative
5 agreement, and the extension, continuation, renewal, amendment, or modification of
6 any federal contract, grant, loan or cooperative agreement.
7

8 F. National Provider Identifier (NPI)

9 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs
10 must be submitted to the Riverside County Department of Mental Health (RCDMH)
11 Information Services Unit prior to rendering services to clients. Contractors providing
12 Medi-Cal billable services must also submit rendering (individual) provider NPIs to
13 RCDMH Information Services Unit for each staff member providing Medi-Cal
14 billable services. Contractor reimbursement will not be processed unless NPIs are on
15 file with RCDMH in advance of providing services to clients. It is the responsibility
16 of each contract provider site and individual staff member that bills Medi-Cal to obtain
17 an NPI from the National Plan and Provider Enumeration System (NPPES). Each
18 contract site, as well as every staff member that provides billable services, is
19 responsible for notifying the National Plan & Provider Enumeration System (NPPES)
20 within 30 days of any updates to personal information (worksite address, name
21 changes, taxonomy code changes, etc.).
22
23
24
25
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IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee.

A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized County, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being; and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.

1. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal, and program components, staff and facility(ies), the COUNTY shall enforce applicable Agreement provisions and COUNTY policies with regards to threats and violent behavior or harassment in the workplace concerning its employees.
2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.

1 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
2 personnel regarding COUNTY consumer aftercare services and continuity of care
3 with the COUNTY.

4 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the
5 duration of this Agreement, the COUNTY determines CONTRACTOR is out of
6 compliance with any provision in this Agreement, the COUNTY may request a plan
7 of correction, after providing the CONTRACTOR with written notification and the
8 basis for the finding of noncompliance.
9

- 10 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall
11 provide a written plan of corrective action addressing the non-compliance.
12
- 13 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
14 it shall suspend other punitive actions to give the CONTRACTOR the
15 opportunity to come into compliance.
- 16 3. If the COUNTY determines CONTRACTOR has failed to implement
17 corrective action, funds may be withheld until compliance is achieved.
18
- 19 4. CONTRACTOR shall cooperate with any such effort by COUNTY including
20 follow-up investigation and interview of witnesses. Failure to cooperate or
21 take corrective action as may be indicated by an investigation could result in
22 termination of this Agreement.
23

24 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the
25 State, COUNTY or local government shall have the right to audit, inspect, excerpt,
26 copy or transcribe any pertinent records and documentation relating to this
27 Agreement or previous year's Agreements.
28

1 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
2 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
3 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
4 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
5 during this period for services provided under the terms of this Agreement will be
6 regarded as revenue received and deducted as such from the final reimbursement
7 claim.
8

9 E. Any audit exception resulting from an audit conducted by any duly authorized
10 representative of the Federal Government, the State or County shall be the
11 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
12 paid in full upon demand or withheld at the discretion of the DIRECTOR against
13 amounts due under this Agreement or previous year's Agreement(s).
14

15 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
16 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
17 report summarizing the results of the site visit. If discrepancies are noted during the
18 Contract Monitoring, a Corrective Plan of Action will be submitted by
19 CONTRACTOR within thirty (30) calendar days of receipt of the report.
20 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in
21 withholding of payment until the Corrective Plan of Action is received.
22

23 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
24 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
25 funding if and when deemed necessary for material non-compliance as it pertains to
26 any provision of this Agreement.
27
28

STATUS OF CONTRACTOR:

- 1
- 2
- 3 A. CONTRACTOR acknowledges that this Agreement is by and between the
- 4 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
- 5 create the relationship of agent, servant, employee, partnership, joint venture, or
- 6 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
- 7 shall at all times be deemed to be, an independent CONTRACTOR and shall be
- 8 wholly responsible for the manner in which it performs the services required of it by
- 9 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility
- 10 for the acts of its employees or agents as they relate to services to be provided.
- 11 CONTRACTOR shall bear the sole responsibility and liability for furnishing
- 12 workers' compensation benefits to any person for injuries arising from or connected
- 13 with services performed on behalf of COUNTY pursuant to this Agreement.
- 14
- 15
- 16 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health
- 17 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA
- 18 standards and laws and regulations relating thereto, and shall comply therewith as to
- 19 all relative elements under this Agreement.
- 20
- 21 C. CONTRACTOR is responsible for payment and deduction of all employment-related
- 22 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,
- 23 but not limited, to all Federal, State and applicable local income taxes and
- 24 withholdings. COUNTY shall not be required to make any deductions from
- 25 compensation payable to CONTRACTOR for these purposes.
- 26
- 27
- 28

1 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
2 made against COUNTY based upon any contention by a third party that an employer-
3 employee relationship exists by reason of this Agreement.

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding
5 or retirement payments which COUNTY may be required to make pursuant to federal
6 or state law.

7
8 F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and
9 appropriate for CONTRACTOR, the following, but not limited to, organization status
10 related documentation:

- 11 1. Articles of Incorporation;
- 12 2. Any and all Amendment of Articles;
- 13 3. List of Agency's Board of Directors and Advisory Board;
- 14 4. A resolution indicating who is empowered to sign all contract documents
15 pertaining to the agency;
- 16 5. By-laws and minutes of Board meetings; and
- 17 6. All applicable Federal, State and County licenses and certificates.

18
19
20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

22 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
23 a detailed description of the change must be submitted to COUNTY in writing at
24 least sixty (60) days prior to the effective date of the change.

- 25 1. A change in status is defined as, but is not limited to, a name change not
26 amounting to a change of ownership, moving a facility's service location within
27

1 the same region, closing a facility with services being offered in another already
2 existing contracted facility, or change in services offered without an increase to
3 the Agreement maximum. Other changes to the Agreement may result in a more
4 formal Agreement amendment. Involuntary changes of status due to disasters
5 should be reported to the COUNTY as soon as possible.
6

7 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
8 beginning of each fiscal year and upon execution of the CONTRACTOR'S
9 Agreement, emergency and/or after hour contact information for the
10 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after
11 hour contact information shall include, but is not limited to, first and last name of
12 emergency and/or after hour contact, telephone number, cellular phone number,
13 and applicable address(s). CONTRACTOR shall provide this information to the
14 COUNTY at the same time the CONTRACTOR provides the COUNTY with
15 annual insurance renewals and/or changes to insurance coverage.
16

17 3. CONTRACTOR shall be responsible for updating this information, immediately
18 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
19 contact information occurs during the fiscal year or prior to the end of the fiscal
20 year. Written CONTRACTOR'S updates of this information shall be provided
21 to the COUNTY in accordance with Section XXXI, NOTICES, of this
22 Agreement.
23

24 4. If there are any CONTRACTOR administrative changes, such as signatory
25 authority, management, site addresses, business locations, remittance addresses,
26 tax identification numbers, business ownership, etc., a letter, on
27
28

1 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of
2 the Board or President or Chief Executive Officer, or its designee, and/or a copy
3 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
4 documentation must be submitted to COUNTY within two weeks of the change.

5 VII

6 DELEGATION AND ASSIGNMENT:

- 7
- 8 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
9 part, without prior written consent of COUNTY; provided, however, obligations
10 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
11 means of subcontracts, provided such subcontracts are approved in writing by the
12 DIRECTOR (or his designee), meet the requirements of this Agreement as they relate
13 to the service or activity under subcontract, and include any provisions that the
14 DIRECTOR may require.
- 15
- 16 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
17 COUNTY pursuant to this Agreement.
- 18
- 19 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
20 without the prior written consent of COUNTY. Any attempted assignment or
21 delegation in derogation of this paragraph shall be void.
- 22
- 23 D. Any change in the corporate or business structure of CONTRACTOR, such as a
24 change in ownership or majority ownership change resulting in a change to the
25 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.
- 26
- 27
- 28

VIII

ALTERATION:

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

IX

LICENSES:

- A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and necessary licenses, permits, approvals, certifications, waivers, and exemptions necessary to provide the services outlined herein, for its business to operate, and for personnel to provide services hereunder, and as required by all applicable laws and regulations set forth by the Federal, State, County and local governments, and all other appropriate governmental agencies.
- B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

X

INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers,

1 Board of Supervisors, employees, agents, elected and appointed officials and representatives
2 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
3 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
4 property damage, bodily injury, or death or any other element of damage of any kind or
5 nature resulting from any acts or failure to act or omission on the part of the
6 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
7
8 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
9 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
10 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
11 officials and representatives in any legal claim or action based upon such alleged acts, failure
12 to act or omissions.
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14 XI

15 INSURANCE:

16 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
17 hold harmless the County of Riverside and the State of California, CONTRACTOR shall
18 procure and maintain or cause to be maintained, at its sole cost and expense, the following
19 insurance coverage during the term of this Agreement. With respect to the insurance section
20 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
21 Districts, and Department, their respective directors, officers, Board of Supervisors,
22 employees, elected or appointed officials, agents, or representatives as Additional Insureds.
23

24 A. Workers' Compensation

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

5 B. Commercial General Liability

6 Commercial General Liability insurance coverage, including but not limited to, premises
7 liability, contractual liability, completed operations, personal and advertising injury
8 covering claims which may arise from or out of CONTRACTOR'S performance of its
9 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
10 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
11 If such insurance contains a general aggregate limit, it shall apply separately to this
12 Agreement or be no less than two (2) times the occurrence limit.
13

14 C. Fidelity Bond

15 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the
16 maximum Agreement amount. Such coverage shall protect against all loss of money,
17 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and
18 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly
19 handle or have responsibility for such money, securities or property. The COUNTY and
20 its Agents shall be named as a Loss Payee as its interests may appear. This insurance
21 shall include third party fidelity coverage, include coverage for loss due to theft,
22 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement
23 for an arrest and/or conviction.
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1 D. Vehicle Liability

2 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
3 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
4 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this Agreement or be no less than two (2) times the occurrence
7 limit. Policy shall name the COUNTY as Additional Insured.
8

9 E. Professional Liability

10 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
11 performance of work included within this Agreement, with a limit of liability of not less
12 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S
13 Professional Liability Insurance is written on a 'claims made' basis rather than on an
14 'occurrence' basis, such insurance shall continue through the term of this Agreement.
15 Upon termination of this Agreement or the expiration or cancellation of the claims made
16 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended
17 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from
18 a new insurer with a retroactive date back to the date of, or prior to, the inception of this
19 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has
20 maintained continuous coverage with the same or original insurer. Coverage provided
21 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination
22 of this Agreement.
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26 F. General Insurance Provisions - All Lines
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1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of

1 Riverside prior to any material modification or cancellation of such insurance. In the
2 event of a material modification or cancellation of coverage, this Agreement shall
3 terminate forthwith, unless the County of Riverside receives, prior to such effective
4 date, another properly executed original Certificate of Insurance and original copies
5 of endorsements or certified original policies, including all endorsements and
6 attachments thereto evidencing coverage and the insurance required herein is in full
7 force and effect. Individual(s) authorized by the insurance carrier to do so on its
8 behalf shall sign the original endorsements for each policy and the Certificate of
9 Insurance. Certificates of insurance and certified original copies of Endorsements
10 effecting coverage as required herein shall be delivered to Riverside County Mental
11 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
12 CONTRACTOR shall not commence operations until the County of Riverside has
13 been furnished original Certificate(s) of Insurance and certified original copies of
14 endorsements or policies of insurance, including all endorsements and any and all
15 other attachments as required in this Section.
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19 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
20 insurance company(s), that the Certificate(s) of Insurance and policies shall so
21 covenant and shall be construed as primary insurance, and the COUNTY'S
22 insurance and/or deductibles and/or self-insured retentions or self-insured programs
23 shall not be construed as contributory.
24

25 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
26 tiers of subcontractors working under this Agreement.
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1 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
2 constitute a material breach of the Agreement upon which COUNTY may
3 immediately terminate or suspend this Agreement.

4 XII

5 LIMITATION OF COUNTY LIABILITY:

6 Notwithstanding any other provision of this Agreement, the liability of COUNTY
7 shall not exceed the amount of funds appropriated in the support of this Agreement by the
8 California Legislature.
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10 XIII

11 WARRANTY AGAINST CONTINGENT FEES:

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

23 NONDISCRIMINATION:

24 A. Employment

- 25 1. Affirmative Action shall be taken to ensure that applicants are employed, and
26 that employees are treated during employment, without regard to their race,
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1 religion, color, sex, national origin, age, sexual preference, or disabilities. Such
2 affirmative action shall include, but not be limited to the following:
3 employment, upgrading, demotion or transfer; recruitment or recruitment
4 advertising; layoff or termination; rate of pay or other forms of compensation;
5 and selection for training, including apprenticeship. There shall be posted in
6 conspicuous places, available to employees and applicants for employment,
7 notices from DIRECTOR, or his designee, and/or the United States Equal
8 Employment Opportunity Commission setting forth the provisions of this
9 Section.
10

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

2 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
3 Subcontractors shall not unlawfully discriminate in the provision of services
4 because of race, color, creed, national origin, sex, age, or physical, sensory,
5 cognitive, or mental disability as provided by state and federal law and in
6 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
7 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
8 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
9 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
10 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
11 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
12 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
13 3, Article 9.5 of the Government Code commencing with Section 11135; and
14 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
15 10800.

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19 2. For the purpose of this Agreement, discrimination on the basis of race, color,
20 creed, national origin, sex age, or physical, sensory, cognitive, or mental
21 disability includes, but is not limited to, the following: denying an otherwise
22 eligible individual any service or providing benefit which is different, or is
23 provided in a different manner or at a different time, from that provided to
24 others under this Agreement; subjecting any otherwise eligible individual to
25 segregation or separate treatment in any matter related to the receipt of any
26 services; restricting an otherwise eligible individual in any way in the
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1 enjoyment of any advantages or privilege enjoyed by others receiving any
2 services or benefit; and/or treating any individual differently from others in
3 determining whether such individual satisfied any admission, enrollment,
4 eligibility, membership, or other requirement or condition which individuals
5 must meet in order to be provided any service or benefit.
6

7 3. CONTRACTOR shall further establish and maintain written procedures under
8 which any person, applying for or receiving services hereunder, may seek
9 resolution from CONTRACTOR of a complaint with respect to any alleged
10 discrimination in the provision of services by CONTRACTOR'S personnel.
11 Such procedures shall also include a provision whereby any such person, who
12 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred
13 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the
14 purpose of presenting his or her complaint of alleged discrimination. Such
15 procedures shall also indicate that if such person is not satisfied with
16 COUNTY'S resolution or decision with respect to the complaint of alleged
17 discrimination, he or she may appeal the matter to the California Department
18 of Health Care Services. CONTRACTOR will maintain a written log of
19 complaints for a period of seven (7) years.
20

21
22 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
23 Division 1 of the California Code of Regulations. CONTRACTOR will store
24 and dispense medications in compliance with all applicable State and Federal
25 laws and regulations and COUNTY'S "Medication Guidelines," available from
26 the COUNTY Quality Improvement- Outpatient Division.
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- 1 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
2 Checklist for Accessibility must be submitted as a part of the application
3 process requirement for contracting.
- 4 6. CONTRACTORS that relocate must find space that is accessible.
5 CONTRACTORS that renovate their existing space must meet accessibility
6 standards in order to maintain funding, certification or licensure.
7
- 8 7. CONTRACTORS that are not currently accessible to people with disabilities
9 must have a written and posted referral policy and plan developed in
10 conjunction with the county mental health program administration and
11 consumers must be provided with a copy of this policy.
12
- 13 8. Existing facilities must provide a current written ADA/504 (Access to
14 Services) Plan to the County at each renewal, including a current Disability
15 Admission and Referral Policy developed in conjunction with the County
16 Mental Health Administration.
17

18 XV

19 PERSONS WITH DISABILITIES:

20 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
21 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
22 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
23 all guidelines and interpretations issued pursuant thereto. No qualified person with a
24 disability shall, on the basis of their disability be excluded from participation, be denied
25 the benefits of, or otherwise be subjected to discrimination under any program, service
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1 activity or employment opportunity provided by programs licensed or certified under this
2 Agreement.

3 XVI

4 REPORTS:

- 5
- 6 A. CONTRACTOR shall participate in the COUNTY'S Management Information
7 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
8 shall report to the program, applicable client and staff related data regarding the
9 CONTRACTOR'S program by the fifth (5th) working day of the following month.
- 10 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
11 specified and/or required by the COUNTY, State Department of Mental Health and Federal
12 guidelines. COUNTY may provide additional instructions on reporting requirements.
- 13 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the
14 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
15 the events listed hereafter, the CONTRACTOR shall make a telephonic report to the
16 State department licensing staff (hereinafter "State") within one (1) working day. The
17 telephonic report is to be followed by a written report to the COUNTY within twenty-
18 four (24) hours of the incident and within seven (7) days of the event to the State. If a
19 report to local authorities exists which meets the requirements cited, a copy of such a
20 report will suffice for the written report required by the State.
- 21 1. Events reported shall include:
- 22 a. Death of any resident from any cause
- 23 b. Any facility related injury of any resident which requires medical treatment
- 24 c. All cases of communicable disease reportable under Section 2502 of Title 17,
25 California Code of Regulations shall be reported to the local health officer in
26 addition to the State.
- 27 d. Poisonings
- 28 e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster

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f. Fires or explosions which occur in or on the premises

2. Information provided shall include the following:

- a. Residents' name, age, sex, and date of admission
- b. Date, time and nature of the event
- c. Attending physician's name, findings and treatment, if any.
- d. The items below shall be reported to the State within ten (10) working days

following the occurrence.

- (i) The organizational changes specified in Section 10531(a) of this subchapter
- (ii) Any change in the licensee's or applicant's mailing address
- (iii) Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

D. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.

E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

1 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
2 under the State Charitable Choice requirements, CONTRACTOR must adhere to the
3 following:

- 4 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
5 alternative services if, when and where applicable;
- 6 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
7 where applicable; and
- 8 3. Fund and/or provide alternative service if, when and where applicable.

9 Alternative services are services determined by the State to be accessible,
10 comparable, and provided within a reasonable period of time from another Mental
11 Health and/or Substance Abuse provider (or alternative provider if, when and
12 where applicable) to which the client has no objection.
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15 XVII

16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

17 The CONTRACTOR in this Agreement is subject to all relevant requirements
18 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
19 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
20 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
21 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
22 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
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XVIII

CONFIDENTIALITY:

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 (ELMR) 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 Agreement 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 Agreement.

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
3 copy of any document released as a result of such request, and will provide the name,
4 address and telephone number of the requesting party.

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

11 E. Notification of Electronic Breach or Improper Disclosure

12
13 During the term of this Agreement, CONTRACTOR shall notify COUNTY,
14 immediately upon discovery of any breach of Protected Health Information (PHI)
15 and/or data where the information and/or data is reasonably believed to have been
16 acquired by an unauthorized person. Immediate notification shall be made to the
17 COUNTY Mental Health Compliance Officer within two (2) business days of
18 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective
19 action to cure any deficiencies and any action pertaining to such unauthorized
20 disclosures as required by applicable Federal, State and or County laws and
21 regulations. The CONTRACTOR shall investigate such breach and provide a written
22 report of the investigation to the COUNTY Mental Health Compliance Officer,
23 postmarked within thirty (30) working days of the discovery of the breach to the
24 address as follows:
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1 Attention: Mental Health Compliance Officer

2 Riverside County Department of Mental Health

3 P.O. Box 7549

4 Riverside, CA 92513

5 If the security breach requires notification under Civil Code section 1789.82,
6 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
7 to such unauthorized disclosure required by applicable, Federal, State and/or County
8 laws and regulations.
9

10 F. Safeguards

11 The CONTRACTOR shall implement administrative, physical, and technical
12 safeguards that reasonably and appropriately protect the confidentiality, integrity,
13 and availability of the Protected Health Information (PHI), included electronic PHI,
14 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
15 prevent use or disclosure of PHI other than as provided for by this Agreement. In
16 addition, CONTRACTOR shall develop and maintain a written information privacy
17 and security program that includes administrative, technical and physical safeguards
18 appropriate to the size and complexity of the CONTRACTOR's operations and the
19 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
20 with a copy of information outlining such safeguards that are developed and
21 implemented by the CONTRACTOR upon thirty (30) days written request by the
22 COUNTY.
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26 G. The CONTRACTOR shall implement strong access controls and other security
27 safeguards and precautions as noted in the following to restrict logical and physical
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1 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.
2 The CONTRACTOR shall enforce the following administrative and technical
3 password controls on all systems used to process or store confidential, personal, or
4 sensitive data:

5 1. Passwords must not be:

- 6 a. Shared or written down where they are accessible or recognizable by anyone
7 else, such as taped to computer screens, stored under keyboards, or visible
8 in a work area;
9
10 b. A dictionary word; and
11
12 c. Stored in clear text

13 2. Passwords must be:

- 14 a. Eight (8) characters or more in length
15
16 b. Changed every 90 days
17
18 c. Changed immediately if revealed or compromised
19
20 d. Composed of characteristics from at least three of the following four groups
21 from the standard keyboard:
22 (i) Upper Case letter (A-Z);
23 (ii) Lower case letters (a-z);
24 (iii) Arabic numerals (0 through 9); and
25 (iv) Non-alphanumeric characters (punctuation symbols)

26 H. The CONTRACTOR shall implement the following security controls on each
27 workstation or portable computing device (e.g., laptop computer) containing
28 confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

I. The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm or Triple DES.

1. Mitigation of Harmful Effects

The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.

2. Employee Training and Discipline

The CONTRACTOR shall train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who

1 intentionally violate any of these Provisions, including termination of
2 employment.

3 3. Disclaimer

4 COUNTY makes no warranty or representation that compliance by
5 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
6 adequate or satisfactory for CONTRACTOR's own purposes or that any
7 information in CONTRACTOR's possession or control, or transmitted or
8 received by CONTRACTOR, is or will be secure from unauthorized use or
9 disclosure. CONTRACTOR is solely responsible for all decisions made by
10 CONTRACTOR regarding the safeguarding of PHI.
11

12 4. Interpretation

13 The terms and conditions in these Provisions shall be interpreted as broadly as
14 necessary to implement and comply with HIPAA, the HIPAA regulations and
15 applicable State laws. The parties agree that any ambiguity in the terms and
16 conditions of these Provisions shall be resolved in favor of a meaning that
17 complies and is consistent with HIPAA and the HIPAA regulations.
18

19 CONTRACTOR shall require all its officers, employees, associates, and agents
20 providing services hereunder to acknowledge, in writing, understanding of and
21 agreement to comply with all confidentiality provisions as set forth in this
22 Agreement.
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24 J. For the purposes of the above paragraphs, identifying information is considered to be
25 any information that reasonably identifies an individual in their past, present, or
26 future physical or mental condition. This includes, but is not limited to, any
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1 combination of the person's first and last name, address, Social Security Number,
2 date of birth, identifying number, symbol, or other identifying particulars assigned to
3 the individual, such as finger or voice print, or photograph.

4 XIX

5 RECORDS/INFORMATION AND RECORD RETENTION:

6 All records shall be available for inspection by the designated auditors of COUNTY, State
7 Department of Justice, State Department of Health Care Services, U.S. Department of
8 Health and Human Services and the U.S Office of the Inspector General at reasonable
9 times during normal business hours. Records include, but are not limited to all physical
10 and electronic records originated or prepared pursuant to the performance under this
11 Agreement including, but not limited to, working papers, reports, financial records or
12 books of account, medical records, prescription files, subcontracts, any and other
13 documentation pertaining to medical and non-medical services for clients. Upon request,
14 at any time during the period of this Agreement, the CONTRACTOR will furnish any
15 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
16 examination and audit of the Office of the Inspector General for a period of three (3) years
17 after final payment under the Agreement.
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21 A. Medical Records

22 CONTRACTOR shall adhere to the licensing authority, the State Department of
23 Social Services, the State Department of Health Care Services and Medi-Cal
24 documentation standards, as applicable. CONTRACTOR shall maintain adequate
25 medical records on each individual patient which includes at a minimum, a client care
26 plan, diagnostic procedures, evaluation studies, problems to be addressed,
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1 medications provided, and records of service provided by the various personnel in
2 sufficient detail to make possible an evaluation of services, including records of
3 patient interviews and progress notes.

4 B. Financial Records

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

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16 C. Financial Record Retention

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

21 D. Patient/Client Record Retention

22 Patient/Client records shall be maintained and retained by CONTRACTOR for a
23 minimum of seven (7) years following discharge of the client. Records of minors
24 shall be kept for seven (7) years after such minor has reached the age of eighteen (18)
25 years. Thereafter, the client file is retained for seven (7) years after the client has
26 been discharged from services.
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1 E. Shared Records/Information

2 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
3 information policy, which allows for sharing of client records and information
4 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
5 shall not release these client records or information to a third party without a valid
6 authorization.
7

8 F. Client Records

9 COUNTY is the owner of all patient care/client records. In the event that the
10 Agreement is terminated, the CONTRACTOR is required to prepare and box the
11 client medical records so that they can be archived by the COUNTY, according to
12 the procedures developed by the COUNTY. The COUNTY is responsible for taking
13 possession of the records and storing them according to regulatory requirements. The
14 COUNTY is required to provide the CONTRACTOR with a copy of any medical
15 record that is requested by the CONTRACTOR, as required by regulations, at no
16 cost to the CONTRACTOR, and in a timely manner.
17
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19 G. Records Inspection

20 All records shall be available for inspection by all applicable and designated Federal,
21 State, and COUNTY auditors during normal business hours. Records shall include,
22 but are not limited to, all physical and electronic records originated or prepared
23 pursuant to the performance under this Agreement; including, but not limited to,
24 working papers, reports, financial records or books of account, medical records,
25 prescription files, subcontracts, any and other documentation pertaining to medical
26 and non-medical services for clients. Upon request, at any time during the period of
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1 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
2 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
3 subject to the examination and audit of the Office of the Inspector General for a
4 period of no less than five (5) years pertaining to individuals over the age of eighteen
5 (18) years of age related documentation; and no more than ten (10) years pertaining
6 to minor related documentation after final payment under Agreement.
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10 STAFFING:

11 CONTRACTOR shall comply with the staffing expectations as required by state
12 licensing requirements and as may be additionally described in Exhibit A. Such personnel
13 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
14 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
15 California Code of Regulations (CCR), the Business and Professions Code, State
16 Department of Health Care Services policy letters, and any amendments thereto.
17 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
18 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
19 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
20 acknowledges all its officers; employees, associates, and agents providing services
21 hereunder are eligible for reimbursement for said services by their exclusion from the
22 Federal "List of Excluded Parties" registry.
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26 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
27 upon request to authorized representatives of COUNTY, the following:
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1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.

2. Previously established and/or updated Personnel policies and procedures;

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

- a. Resume, employment application, proof of current licensure, all applicable employment related certifications, registration;

- b. List of all applicable trainings during time of employment to present;

- c. Annual Job performance evaluation; and

- d. Personnel action document for each change in status of the employee.

B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.

C. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.

1 D. The CONTRACTOR recognizes the importance of child and family support
2 obligations and shall fully comply with all applicable State and Federal laws relating
3 to child and family support enforcement, including, but not limited to, disclosure of
4 information and compliance with earnings assignment orders, as provided in Chapter
5 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

6 E. CONTRACTOR shall establish and disseminate written policies for all employees
7 that include detailed information about the False Claims Act and the other provisions
8 named in Section 1902(a)(68)(A). Included in these written policies shall be
9 detailed information about CONTRACTOR'S policies and procedures for detecting
10 and preventing fraud, waste, and abuse in federal, state and local health care
11 programs. CONTRACTOR shall also include in any employee handbook a specific
12 discussion of the laws described in the written policies, the rights of employees to be
13 protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies
14 and procedures for detecting and preventing fraud, waste and abuse.

15 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
16 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
17 shall not pay or compensate any of its Staff, Personnel or Employees by means of
18 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
19 and/or Employees in association with the fulfillment of this Agreement shall be
20 made by means of Staff, Personnel and/or Employee Certified Payroll only.

21 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
22 and direct personnel service providers that will have an impact on its Electronic
23 Management of Records (ELMR) system. These changes include, but are not
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1 limited to, adding new personnel, modifying existing personnel, or terminating
2 personnel. CONTRACTOR is responsible for completing the attached Computer
3 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such
4 changes occur and will have an impact on ELMR data entry or system access, and
5 shall submit, via email, the completed CARF form to its designated COUNTY
6 Program Analyst for review and approval. The COUNTY designated Program
7 Analyst will then review CARF for accuracy and will then submit CARF to the
8 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S
9 designated Program Analyst will communicate with the CONTRACTOR, via email,
10 with confirmation of submission for processing, and a COUNTY I.T. or ELMR
11 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt
12 of the CARF and provide confirmation that computer access has been granted or
13 changed as requested by the CONTRACTOR.
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16 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office
17 of the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that
18 none of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded
19 individuals to provide direct services to COUNTY clients. CONTRACTOR shall
20 notify, in writing within thirty (30) calendar days, if and when any
21 CONTRACTOR'S personnel are found listed on this site and what action has been
22 taken to remedy the matter.
23

24
25 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel
26 in which they employ is licensed or certified to practice, and is in possession of a
27 valid, current license or certificate to practice or to provide mental health or other
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1 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal
2 funds are required to validate that their staff are not on either the OIG Exclusion List
3 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of
4 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,
5 CONTRACTORS providing Medi-Cal billable services must have, and provide in
6 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a
7 valid rendering site and/or individual provider NPI and taxonomy code that
8 corresponds with the work they are performing. Any updates or changes must be
9 made by the CONTRACTOR to the National Plan & Provider Enumeration System
10 (NPES) within thirty (30) days. CONTRACTOR may establish their own
11 procedures to ensure adherence to these requirements.
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14 XXI

15 CULTURAL COMPETENCY

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

5 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
6 and timely mental health service delivery; staff training; and organizational
7 policies and procedures related to the treatment of culturally diverse
8 populations. CONTRACTOR shall perform specific outcome studies, on-site
9 reviews and written reports to be made available to the COUNTY upon
10 request.
11

12 2. CONTRACTOR shall provide services that are non-discriminatory and that
13 meet the individual needs of the multi-cultural beneficiaries to be served.
14 CONTRACTOR shall ensure that high quality accessible mental health care
15 includes:
16

17 a. Clinical care and therapeutic interventions which are linguistically and
18 culturally appropriate; including, at a minimum, admission, discharge,
19 and medication consent forms available in Spanish.
20

21 b. Have a comprehensive management strategy to address culturally and
22 linguistically appropriate services, including strategic goals, plans,
23 policies, procedures and designated staff responsible for implementation.
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25 c. Medically appropriate interventions, which acknowledge specific cultural
26 influences.
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- 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 3 a 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.
 - 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.
3. CONTRACTOR shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and mental health staff. Any individual with limited English language capability or other communicative barriers shall have equal access to mental health services.
- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in

1 linguistically appropriate mental health terminology necessary to convey
2 information such as symptoms or instructions to the client in both
3 languages.

- 4 b. A fluently bilingual person, who is not trained in the provision of mental
5 health services, must complete training prior to providing services, which
6 covers terms and concepts associated with mental health medications, and
7 cultural beliefs and practices which may influence the client's mental
8 health condition.
9

- 10 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
11 Plan as set forth in the Board of Supervisors approved Cultural Competency
12 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S
13 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural
14 Competency Manager or designee upon written request via certified mail or
15 facsimile to:
16

17 Riverside County Department of Mental Health Cultural Competency Program
18

19 P.O. Box 7549

20 Riverside, California 92513

21 Attention: Cultural Competency Manager

22 Fax: 951-358-4792
23

- 24 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
25 Program Manager, as needed by the CONTRACTOR and as coordinated by
26 the COUNTY, to determine and implement cultural competency activities that
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1 shall include, but is not limited to, compliance with the cultural competency
2 requirements outlined in Section XXI of this Agreement.

3 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of
4 cultural competency as needed and requested by CONTRACTOR.

5 7. CONTRACTOR will be responsible for participating in cultural competency
6 trainings as required by the COUNTY'S Cultural Competency Plan. The
7 following is a partial list of annual cultural competency trainings and topics
8 that may be available through the COUNTY to assist CONTRACTORS with
9 meeting training requirements, though capacity will be limited: Cultural
10 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
11 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
12 Training Staff in the use of Mental Health Interpreters; Training in the Use of
13 Interpreters in the Mental Health Setting. In order to attend the COUNTY
14 offered trainings, CONTRACTOR must contact the Cultural Competency
15 Manager at the contact information location in subparagraph 4 of paragraph A.
16 in Section XXI, CULTURAL COMPETENCY.

17 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
18 annually in writing, all cultural competency related trainings that staff
19 members have taken. The following format is recommended:

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Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
Example: Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

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1 CONTRACTOR training information shall be submitted via facsimile to 951-
2 358-4792 to the attention of the COUNTY Cultural Competency Program
3 Manager on or before June 30 of each fiscal year.

4 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
5 Program Manager in writing if the June 30th deadline can not be met.

6 CONTRACTOR will be responsible for requesting an extension from the
7 COUNTY'S Cultural Competency Program Manager. All requests for
8 extensions must be put in writing and mailed or faxed to the COUNTY'S
9 Cultural Competency Program Manager at the contact information listed herein.
10

11 XXII

12 INFORMING MATERIALS:

13
14 CONTRACTOR shall provide all clients with a Notice of Privacy Practices
15 information brochure or pamphlet during the time of the client's first visit. The
16 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices
17 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum
18 and/or every time the Notice of Privacy Practices information is updated and/or changed.
19 Also, the CONTRACTOR is responsible for having the client or consumer sign,
20 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
21 consumer signed acknowledgement on file every three (3) years upon receipt from client or
22 consumer.

23 XXIII

24 CONFLICT OF INTEREST:

25 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
26 enables him to influence the award of this Agreement or any competing Agreement, and
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1 no spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENTS' RIGHTS:

5 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety
6 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
7 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
8 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with
9 said statutes and regulations.
10

11 XXV

12 WAIVER OF PERFORMANCE:

13
14 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
15 be deemed or construed as a waiver at any time thereafter of the same or any other
16 provisions contained herein or of the strict and timely performance of such provisions.
17

18 XXVI

19 DRUG-FREE WORKPLACE CERTIFICATION:

20 If State funds are utilized to fund this Agreement as specified in Schedule I, the
21 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
22 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
23 California that the CONTRACTOR will comply with the requirements of the Drug-Free
24 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
25 free workplace doing all of the following.
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1 A. Publish a statement notifying employees that unlawful manufacture, distribution,
2 dispensation, possession, or use of controlled substances is prohibited and specifying
3 actions to be taken against employees for violations, as required by Government
4 Code Section 8355 (a).

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section
6 8355 (a) to inform employees about all of the following:

- 7 1. The dangers of substance abuse in the workplace.
- 8 2. The CONTRACTORS policy of maintaining a drug-free workplace.
- 9 3. Any available counseling, rehabilitation, and employee assistance programs.
- 10 4. Penalties that may be imposed upon employees for substance abuse violations.

11 C. Provide as required by Government Code Section 8355 (a) that every employee who
12 works on the proposed Agreement:

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

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

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

XXVII

TERMINATION PROVISIONS:

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- 3 A. Either party may terminate this Agreement without cause, upon thirty (30) days
- 4 written notice served upon the other party.
- 5 B. Termination does not release CONTRACTOR from the responsibility of securing
- 6 Protected Health Information (PHI) data.
- 7
- 8 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
- 9 served upon the CONTRACTOR if sufficient funds are not available for
- 10 continuation of services.
- 11 D. The COUNTY reserves the right to terminate the Agreement without warning at the
- 12 discretion of the Director or designee, when CONTRACTOR has been accused
- 13 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 14
- 15 E. The COUNTY may terminate this Agreement immediately due to a change in
- 16 status, delegation, assignment or alteration of the Agreement not consented to by
- 17 COUNTY.
- 18
- 19 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
- 20 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
- 21 of patients served under this Agreement. In the event of such termination, the
- 22 COUNTY may proceed with the work in any manner deemed proper to the
- 23 COUNTY.
- 24
- 25 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
- 26 may take one or more of the following actions as appropriate:
- 27 1. Temporarily withhold payments pending correction of the deficiency.
- 28

- 1 2. Disallow (that is deny funds) for all or part of the cost or activity not in
2 compliance.
- 3 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
4 request repayment to COUNTY if any disallowance is rendered after audit
5 findings.

6
7 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
8 F above, or the CONTRACTOR is notified that the Agreement will not be extended
9 beyond the termination date as specified in Section II, PERIOD OF
10 PERFORMANCE, CONTRACTOR shall:

- 11 1. Stop all services under this Agreement on the date, and to the extent specified,
12 in the Notice of Termination;
- 13 2. Continue to provide the same level of care as previously required under the
14 terms of this Agreement until the date of termination;
- 15 3. If clients are to be transferred to another facility for services, furnish to
16 COUNTY, upon request, all client information and documents deemed
17 necessary by COUNTY to affect an orderly transfer;
- 18 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
19 consistent with the best interest of the clients' welfare;
- 20 5. Cancel outstanding commitments covering the procurement of materials,
21 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
22 shall exercise all reasonable diligence to accomplish the cancellation of
23 outstanding commitments required by this Agreement, which relate to personal
24 services. With respect to these canceled commitments, the CONTRACTOR
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1 agrees to provide a written plan to Director (or his designee within thirty (30)
2 days for settlement of all outstanding liabilities and all claims arising out of
3 such cancellation of commitments. Such plan shall be subject to the approval
4 or ratification of the COUNTY, which approval or ratification shall be final for
5 all purposes of this clause;

6
7 6. Transfer to COUNTY and deliver in the manner, at the times, and to the
8 extent, if any, as directed by COUNTY, any equipment which, if the
9 Agreement had been completed, would have been required to be furnished to
10 COUNTY; and

11
12 7. Take such action as may be necessary, or as COUNTY may direct, for the
13 protection and preservation of the equipment related to this Agreement which
14 is in the possession of CONTRACTOR and in which COUNTY has or may
15 acquire an interest;

16
17 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
18 previously allowed until the date of termination, as determined by the Notice
19 of Termination.

20 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
21 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
22 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
23 (32) days from the effective date thereof, unless an extension, in writing, is granted
24 by the COUNTY.

25
26 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed
27 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
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1 reserves the right to enter into settlement talks with the CONTRACTOR in order to
2 resolve any remaining and/or outstanding contractual issues, including but not
3 limited to, financials, services, billing, cost report, etc. In such instances of
4 settlement and/or litigation, CONTRACTOR will be solely responsible for
5 associated costs for their organizations' legal process pertaining to these matters
6 including, but not limited to, legal fees, documentation copies, and legal
7 representatives. CONTRACTOR further understands that if settlement agreements
8 are entered into in association with this Agreement, the COUNTY reserves the right
9 to collect interest on any outstanding amount that is owed by the CONTRACTOR
10 back to the COUNTY at a rate of no less than 5% of the balance.
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13 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
14 and are in addition to any other rights and remedies provided by law or under this
15 Agreement.
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17 XXVIII

18 DISPUTE:

19 In the event of a dispute between a designee of the DIRECTOR and the
20 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
21 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
22 instances such as material non-compliance or audit disallowances or both, the
23 CONTRACTOR may file a written protest with the appropriate Program/Regional
24 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
25 under this Agreement during any dispute. The Program/Regional Administrator shall
26 respond to the CONTRACTOR in writing within ten (10) working days. If the
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1 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
2 CONTRACTOR may file successive written protests up through the Department of
3 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
4 Each administrative level shall have twenty (20) working days to respond in writing to the
5 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
6 uphold the finding/decision.
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8 XXIX

9 SEVERABILITY:

10 If any provision of this Agreement or application thereof to any person or
11 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
12 contravention of any Federal, State, or County statute, ordinance, or regulation, the
13 remaining provisions of this Agreement or the application thereof shall not be invalidated
14 thereby and shall remain in full force and effect, and to that extent the provisions of this
15 Agreement are declared severable.
16

17 XXX

18 VENUE:

19 This Agreement shall be construed and interpreted according to the laws of the State
20 of California. Any action at law or in equity brought by either of the parties hereto for the
21 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
22 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
23 of law providing for a change of venue in such proceedings in any other COUNTY.
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XXXI

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:

CONTRACTOR:

AURORA CHARTER OAK
1161 E. COVINA BLVD.
COVINA, CA 91724

COUNTY:

RIVERSIDE COUNTY
BOARD OF SUPERVISORS
4080 LEMON STREET
RIVERSIDE, CA 92501

INFORMATIONAL COPY TO:

RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH
P.O. BOX 7549
RIVERSIDE, CA 92513-7549
ATTENTION: PROGRAM SUPPORT

XXXII

MEETINGS:

As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all provider meeting as scheduled by the County Program Administrator/Manager or Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time.

EXHIBIT A

SCOPE OF WORK

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CONTRACTOR NAME: Aurora Charter Oak
PROGRAM NAME: Managed Care – Indigent
DEPARTMENT ID: 4100208065-83950-530280

8 I. SERVICES TO BE PROVIDED:

9 CONTRACTOR shall provide services in accordance with Welfare and Institutions
10 Code Section 5600 et seq. and herein identified as:

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

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

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

25 In addition, if client is on 5150 status, the original of the 5150 will be forwarded to
26 the CONTRACTOR. This will include, if danger to self or others, the current means
27 and intent to carry out ideation. Name, address and telephone number (when
28

1 available) of family member/responsible party and payer source will also be included
2 with the referral.

3 The following services will be provided by CONTRACTOR:

- 4 1. Bed, board and hospital based ancillary services. This does not
5 include non-hospital based physician or psychologist services rendered
6 to a beneficiary covered under the Agreement unless the hospital is a
7 Short-Doyle/Medi-Cal Hospital.
- 8 2. Twenty-four (24) hour nursing care.
- 9 3. Physical and mental examination within twenty-four (24) hours of
10 admission for assessment and diagnosis to be performed by physicians
11 who are at least board-eligible in a primary care medical specialty (for
12 physical exam and non-psychiatric medical services) or psychiatry (for
13 psychiatric services, including drug/alcohol screening. Assessments
14 (written or dictated) need to be in the chart within (24) hours of the
15 patient's admission to ensure support staff clearly understands
16 treatment goals and treatment direction.
- 17 4. Administration and supervision of the clinical use of psychotropic
18 medications.
- 19 5. Provide a prescription to facilitate a minimum of a two (2) week
20 supply of psychotropic medication at discharge.
- 21 6. Individual and group psychotherapy.
- 22 7. Art, recreational and vocational therapy.
- 23 8. Psychological testing and consultation directly related to evaluation
24 and diagnosis, as indicated.
- 25 9. Clinical laboratory services, as needed.
- 26 10. A psycho-social assessment is to be completed and placed in the chart
27 within forty-eight (48) hours of admission.
- 28

1 11. CONTRACTOR will ensure that each client has an individualized
2 treatment plan to be reviewed daily. The treatment plan must identify
3 the following areas:

- 4 • Diagnoses, complaints and complications indicating the need for
5 admission
- 6 • A description of the functional level of the beneficiary
- 7 • Objectives
- 8 • Any order for:
 - 9 1. Medications
 - 10 2. Treatments
 - 11 3. Restorative and rehabilitative services
 - 12 4. Activities
 - 13 5. Therapies
 - 14 6. Social services
 - 15 7. Diet
 - 16 8. Special procedures recommended for the health and safety
17 of the beneficiary
- 18 • Plans for continuing care
- 19 • Plans for discharge. NOTE: Parents, family members and other
20 advocates can be included in this process as selected by the adult
21 client
- 22 • Documentation of the beneficiary's degree of participation in and
23 agreement with the plan
- 24 • Client's signature or a statement describing client's participation.
25 (If the client refuses to sign then a statement to that effect will
26 suffice. The signature or refusal of the patient to sign must be on
27 the treatment plan itself).
- 28 • Documentation of the physician's establishment of this plan

1 • The physician's signature. (Signature required to authorize care.)
2 Progress note will be written daily in the chart by the attending
3 licensed clinician and at least once per shift by the nursing staff. The
4 progress note should reflect the initial medication evaluation (to be
5 completed within the first twenty-four hour period). A re-evaluation
6 of the medication status needs to be reflected in the progress notes
7 within forty-eight (48) hours. In addition, if medications are not
8 prescribed during the initial and subsequent medical evaluation, the
9 clinician needs to document reason for decision. This medication re-
10 evaluation will be repeated at least every forty-eight (48) hours and
11 will include the rationale for all new medications ordered during
12 period of hospitalization whether or not client is prescribed
13 medications. All medication consents must include medication, route,
14 range, frequency, date, time, patient and physician signature. Each
15 day's documentation must support medical necessity. The daily
16 progress note should reflect specific behaviors that support why this
17 client needs to be treated at an acute level of care and why this patient
18 cannot be safely cared for at a lower level of care, i.e. IMD, ABC.

19 12. Social services to include independent social histories, liaison with
20 caregivers and COUNTY agencies, and discharge planning, to be
21 provided by a Licensed mental health professional or another qualified
22 mental health practitioner under supervision of a qualified fully license
23 mental health professional; assigned primarily to COUNTY patients.
24 Documented discharge planning to be done seven days a week.
25 Documentation should reflect ongoing interface with the outpatient
26 liaison, i.e., Case Manager, IRC, DPSS, Public Guardian, etc., regarding
27 placement. Treatment team meetings shall be held with notification to
28 appropriate COUNTY staff.

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

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

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

1 For children in placement, Social Worker will need to secure the
2 Medical Declaration for all medications ordered.

3 15. When a patient no longer meets acute stay criteria, but placement has
4 not yet been secured, then the physician notes need to reflect that the
5 client is at the Administrative Day level. Please note Room & Board,
6 plans to discharge to self or family and Homeless referrals do not
7 qualify for Administrative Day designation.

8 16. Administrative Day services are designated when there is no
9 appropriate, non-acute treatment facility in a reasonable geographic
10 area and the hospital documents contacts with a minimum of five
11 appropriate, non-acute treatment facilities per week subject to the
12 following:

13 a. Quality Improvement-Inpatient Authorization Appeals may waive
14 the five contact requirements, if there are fewer than five
15 appropriate non-acute treatment facilities available once all
16 available placement options (within a reasonable geographic area)
17 have been contacted during the week. At least one documented
18 contact must be logged each subsequent week until the patient is
19 successfully placed and/or discharged. If there are NO additional
20 placement resources to contact during each reporting week, (i.e., if
21 there are less than five contacts) then the log/documentation will
22 need to include the statement, ALL AVAILABLE PLACEMENT
23 CONTACT(S) ARE REFLECTED IN ABOVE
24 DOCUMENTATION.

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

- 27 1) The status of the placement option
28 2) The date of the contact

3) The signature of the person making contact.

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

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

II. SERVICES:

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

Mode of Service

Service Function

24 – Hour Care

Local Hospital

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

III. TRANSPORTATION SERVICES:

CONTRACTOR shall provide to the COUNTY under this Agreement the following, but not limited to, transportation services:

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- A. CONTRACTOR shall provide transportation services, in the event that a Riverside County client is admitted for in-patient treatment at CONTRACTOR'S facility and at the time of discharge requires transportation back to their living situation.
- B. CONTRACTOR will provide COUNTY with secure non-emergency transportation services for non-ambulatory mental health clients and/or dangerous mentally ill clients to/from various facilities as instructed and preauthorized by the COUNTY (see Pre-authorization Form-Exhibit A, Attachment A) via fax.
- C. CONTRACTOR(s) is to provide trips that cannot be served or provided by COUNTY emergency vehicles because the nature of the client is such that additional security is required for the safety of the client and the public and/or because client is not ambulatory at the time of transport.
- D. CONTRACTOR shall provide COUNTY with written notice (via fax and Pre-Authorization Form-Exhibit A, Attachment A), normally between 24 and 72 hours, of COUNTY CLIENT transportation needs and to confirm authorization. CONTRACTOR shall request and schedule transportation services for applicable COUNTY clients. COUNTY reserves the right to request a small number of trips that will be considered as same-day/immediate pick-up assistance. CONTRACTOR still is required to obtain a pre-authorization for same-day/immediate transportation service.
- E. CONTRACTOR shall confirm with the COUNTY transportation arrangements for each trip, at least one day prior to the scheduled services being performed.
- F. CONTRACTOR shall ensure all vehicles are maintained appropriately and that all safety apparatus are functioning properly. Each rider (COUNTY Client and CONTRACTOR service provider) must be secured in a seatbelt, and vehicles must be equipped to transport wheelchairs.
- G. CONTRACTOR shall ensure all employees involved in transporting COUNTY clients are trained in and understand HIPAA guidelines.

1 H. CONTRACTOR shall possess and maintain all licenses/permits/certification
2 necessary to provide secure non-emergency transportation services to mental
3 health clients.

4 I. CONTRACTOR will make every effort to mobilize the client's resources to
5 transport and if all those efforts fail will proceed as follows:

6 1. Notify the Regional Liaison that the client is being discharged and that
7 the patient has no mode of transportation back to their living situation.

8 2. The Regional Liaison will decide whether to arrange transport through
9 County resources or to authorize CONTRACTOR to arrange transport
10 for them. The Regional Liaison will be available during regular
11 business hours Monday through Friday. After hours and weekend
12 transportation approval will be obtained by contacting the Quality
13 Improvement-Inpatient Authorization Appeals Supervisor. In the
14 event that the Regional Liaison cannot be reached during regular
15 business hours Monday through Friday, the Quality Improvement-
16 Inpatient Authorization Appeals Supervisor will also be available for
17 approval.

18 3. Approval for all transport is necessary before reimbursement will be
19 considered. CONTRACTOR will only provide transportation services
20 for clients from areas designated by the COUNTY as Mid-County
21 Region and Desert Region.

22 IV. TARGET GROUP TO BE SERVED:

23 Persons to be served under this Agreement shall be emotionally disturbed minors
24 and adults in need of mental health services.

25 V. REFERRALS:

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

3 VI. ADMISSION POLICIES:

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

7 VII. STAFFING:

8 CONTRACTOR certifies that all personnel are qualified, hold appropriate licenses in
9 accordance with Welfare and Institutions Code Section 5600.2 and all other
10 applicable requirements of Code and State policy letters. During the term of this
11 Agreement, CONTRACTOR shall have available and shall provide upon request to
12 authorized representatives of COUNTY a list of persons by title, professional degree
13 and experience who are providing services hereunder. The number, classification,
14 supervision and training of personnel at CONTRACTOR's site(s) of service shall
15 reflect the understandings reached during the negotiation of this Agreement and
16 reasonable workload standards.

17 VIII. ASSESSMENT:

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

23 IX. GENERAL:

24 CONTRACTOR shall provide psychiatric inpatient hospital services to Riverside
25 COUNTY eligible beneficiary in need of such services and assumes full
26 responsibility for provision of all psychiatric inpatient hospital services, either
27 directly, through subcontractors or as otherwise provided in this Agreement.
28 CONTRACTOR shall accept as payment in full for these psychiatric inpatient

1 hospital services payment from the COUNTY as provided in Exhibit C,
2 Reimbursement and Payment, attached hereto and by reference incorporated herein,
3 or as otherwise provided in this Agreement.

4 COUNTY hereby represents and warrants that neither COUNTY, its employees nor
5 its principals (if applicable) have been convicted of a criminal offense or are presently
6 debarred, suspended, proposed for debarment, declared ineligible, or excluded from
7 participation in any state or federally funded program, including Medicare and
8 Medicaid. COUNTY hereby agrees to immediately notify CONTRACTOR of any
9 threatened, proposed, or actual debarment, suspension, or exclusion from any state or
10 federally funded program during the term of the Agreement, or if at any time after
11 effective date of this Agreement it is determined that COUNTY is in breach of this
12 Section, this Agreement shall, as of the effective date of such action or breach,
13 automatically terminate.

14 X. SERVICE LOCATIONS:

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

17 AURORA CHARTER OAK
18 1161 E. COVINA BLVD.
19 COVINA, CA 91724

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

23 XI. QUALITY OF CARE:

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

- 1 A. Take such action as required by CONTRACTOR'S Medical Staff Bylaws
2 against medical staff members who violate those bylaws, as the same may be
3 from time to time amended.
- 4 B. Provide psychiatric inpatient hospital services in the same manner to
5 beneficiaries as it provides to all patients to whom it renders psychiatric
6 inpatient hospital services.
- 7 C. Not discriminate against beneficiaries in any manner, including admission
8 practices, placement in special or separate wings or rooms, provision of
9 special or separate meals.

10 XII. BILINGUAL SERVICES:

11 When the community potentially served by the CONTRACTOR consists of non-
12 English or limited-English speaking persons, the CONTRACTOR shall take all steps
13 necessary to develop and maintain appropriate capability for communicating in any
14 necessary second language, including, but not limited to the employment of, or
15 contracting for, in public contacts positions of persons qualified in the necessary
16 second languages in a number sufficient to ensure full and effective communication
17 between the non-English and limited-English speaking applicants for, and
18 beneficiaries of the CONTRACTOR'S services.

19 XIII. CULTURALLY COMPETENT SERVICES:

20 CONTRACTOR shall provide culturally competent, age appropriate services where
21 feasible.

22 XIV. PRIOR AUTHORIZATION:

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

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XV. PATIENTS'/CLIENTS' RIGHTS:

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

XVI. CLIENT COMPLAINT RESOLUTION/GRIEVANCE PROCEDURE:

CONTRACTOR will participate in the COUNTY Client Complaint/Grievance Procedure included in the Local Managed Mental Health Care Plan, which may from time to time be amended. An informal and formal appeal process has been developed to provide a method for resolving client complaints. Upon admission, all Medi-Cal clients shall be given a COUNTY informational pamphlet explaining their right to file a grievance and the methods available to do so. A client assistant should be available if the client needs help in filing an informal or formal appeal. CONTRACTOR must abide by decisions of the COUNTY grievance review panels and/or State Hearings regarding treatment services provided to clients under this Agreement. Non-compliance in the decisions of the grievance review panel and/or State Hearing may result in the revocation of this Agreement.

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XVII. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES:

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

DOC # 53 (revised)

**EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES**

CONTRACTOR NAME: Aurora Charter Oak
PROGRAM NAME: Managed Care - Indigent
DEPARTMENT ID: 4100208065-83950-530280

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

General Regulations

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

Government Code 26227 (Contracting with County)

Riverside County Mental Health Plan

Riverside County Mental Health Plan Provider Manual

Government Code 7550 (Reports)

Welfare and Institutions Code 5814(b) (Information and Reporting)

California Code of Regulations Title 9 Section 640 (Records)

42 Code of Federal Regulation 1320d et seq (Data Handling)

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-91

<http://mentalhealth.co.riverside.ca.us>

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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 5678-79

Welfare and Institutions Code 5687 (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)

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

Centers for Medicare and Medicaid Services Manual

Child Abuse Reporting/Child Support

California Penal Code Sections 11164 – 11174.4 et seq.

Family Code, Section 5200 (Child Support)

Children System of Care

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

1 Community Care Facilities

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

4 Community Residential Treatment Program

5 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
6 5699 to 5672 (Community Treatment)

7 California Welfare & Institutions Code Section 5670 et seq.

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

9 Confidentiality

10 California Welfare & Institutions Code Section 5328 - 5330

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

12 42 CFR 431.300

13 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
14 Information)

15 45 CFR 205.50

16 Elderly and Dependent Adult Abuse Reporting

17 California Welfare & Institutions Code Sections 15600 et seq.

18 Health Care Facilities

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

21 Occupational Safety and Health Administration (OHSA) and Cal OHSA

22 Homeless Mentally Disabled

23 McKinney-Vento Homeless Assistance Act, 42 USC 11411 (Homeless Services)

24 California Welfare & Institutions Code Section 5680 et seq.

1 Life Support

2 California Welfare & Institutions Code Section 4075 to 4078

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

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

5 Medication Protocol

6 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
7 Adolescents" Publication

8 Riverside County Mental Health "Medication Guidelines" Publication

9 Minors in Health Care Facilities

10 California Welfare & Institutions Code Section 5751.7

11 Negotiated Net Amount and Negotiated Net Agreements

12 California Welfare and Institutions Code Sections 5705 and 5716

13 Non Discrimination

14 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12111 et seq.)

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

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

17 Section 504 of the Rehabilitation Act of 1973, 29 USC 794 (Non-Discrimination)

18 Patients Rights

19 California Welfare & Institutions Code Sections 5325 et seq.

20 California Code of Regulations, Title 22, Section 70707

21 Policies

22 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
23 Health Plan)

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

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

2 County and Departmental policies, as applicable to this Agreement

3 CRF, Title 42, Section 438.214 (a-e) Credentialing, re-credentialing requirements.

4 CRF, Title 42, Section 438.10 (f) (5) 15 days termination notice to beneficiaries.

5 CRF, Title 42, Section 438.608 Program integrity requirements

6 Quality Assurance

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

8 Short-Doyle/Medi-Cal

9 California Code of Regulations, Title 22, Division 3

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

12 Welfare and Institutions Code 5250 (Hearing Procedure)

13 Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

14 Welfare and Institutions Code 14132.47 & Department of Health Services and 42 Code
15 of Federal Regulations (Mental Health Medi-Cal Administrative Activities)

16 Social Rehabilitation Programs

17 California Code of Regulations, Title 9, Division 1, Chapter 1, Chapter 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 Rev. 06/26/13 jrc
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EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Aurora Charter Oak
PROGRAM NAME: Managed Care-Indigent
DEPARTMENT ID: 4100208065-83950-530280

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below:

X The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

N/A One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.

2. CONTRACTOR'S Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply), including allowable costs for this Agreement such as administrative cost, indirect cost and operating income and shall not exceed the percentage(s) or amounts(s) as specified in the original Agreement proposal or subsequent negotiations received, made and/or approved by the COUNTY:

N/A The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost per unit, multiplied by the actual number of units of service, less revenue collected.

1 N/A The final year-end settlement for Negotiated Rate services (only) shall
2 be based upon the Negotiated Rate, as approved by the COUNTY,
3 multiplied by the actual number of units of service provided and
4 approved by the COUNTY, less revenue collected.

5 N/A The final year-end settlement for ancillary, start-up or flexible
6 spending categories shall be based on actual allowable cost, less
7 revenue collected.

- 8 4. The combined final year-end settlement for all services shall not exceed the
9 maximum obligation of the COUNTY as specified herein, and the applicable
10 maximum reimbursement rates promulgated each year by the COUNTY.

11 B. MAXIMUM OBLIGATION:

12 COUNTY'S maximum obligation for FY 2014/2015 shall be \$263,000 subject to
13 availability of applicable Federal, State, local and/or COUNTY funds.

14 C. BUDGET:

15 Schedule I presents (for budgetary and planning purposes only) the budget details
16 pursuant to this Agreement. Where applicable, Schedule I contains department
17 identification number (Dept. ID), Program Code, billable and non-billable mode(s) and
18 service function(s), units, expected revenues, maximum obligation and source of
19 funding pursuant to this Agreement.

20 D. REVENUES:

21 As applicable:

- 22 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
23 Institutions Code, and as further contained in the State Department of Health
24 Care Services Revenue Manual, Section 1, CONTRACTOR shall collect
25 revenues for the provision of the services described pursuant to Exhibit A.
26 Such revenues may include but are not limited to, fees for services, private
27 contributions, grants or other funds. All revenues received by CONTRACTOR
28 shall be reported in their annual Cost Report, and shall be used to offset gross
 cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal
 eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving

1 services(s) and prior to services being billed in order to ensure proper billing of
2 Medi-Cal eligible services for all applicable patient(s)/clients(s).

- 3 3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
4 Medicare, or other third party benefits shall be determined by the
5 CONTRACTOR at all times for billing or service purposes. CONTRACTOR
6 shall pursue payment from all potential sources in sequential order, with Medi-
7 Cal as payor of last resort.
- 8 4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
9 certified and if CONTRACTOR staff is enrolled in Medicare program), then
10 insurance and then first party. In addition, CONTRACTOR is responsible for
11 adhering to and complying with all applicable Federal, State and local Medi-
12 Cal and Medicare laws and regulations as it relates to providing services to
13 Medi-Cal and Medicare beneficiaries.
- 14 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of
15 the Medicare or Insurance Explanation of Benefits (EOB) must be provided to
16 the COUNTY within thirty (30) days of receipt of the EOB date.
- 17 6. CONTRACTOR is obligated to collect from the client any Medicare co-
18 insurance and/or deductible if the site is Medicare certified or if provider site is
19 in the process of becoming Medicare certified or if the provider is enrolled in
20 Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost
21 amount (s) with the State. CONTRACTOR is obligated to attempt to collect
22 the cleared Share of Cost amount (s) from the client. CONTRACTOR must
23 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within
24 seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received
25 notification from the State. CONTRACTOR shall be responsible for faxing
26 the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-
27 7361 **OR** to your organization's appropriate COUNTY Region or Program
28 contact. 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.

- 1 7. If and when applicable, all other clients will be subject to an annual sliding fee
2 schedule by CONTRACTOR for services rendered, based on the
3 patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual
4 charges for the services provided. In accordance with the State Department of
5 Health Care Services Revenue Manual, CONTRACTOR shall not be penalized
6 for non-collection of revenues provided that reasonable and diligent attempts
7 are made by the CONTRACTOR to collect these revenues. Past due
8 patient/client accounts may not be referred to private collection agencies. No
9 patient/client shall be denied services due to inability to pay.
- 10 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with
11 signed Agreement, a copy of CONTRACTOR'S customary charges (published
12 rates).
- 13 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
14 and beyond the contracted Schedule I rate, the CONTRACTOR must notify the
15 COUNTY within each fiscal year Agreement period of performance.
- 16 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
17 fees. Notification must be made within ten (10) days following any fee increase.

18 E. REALLOCATION OF FUNDS:

- 19 1. No funds allocated for any mode and service function as designated in
20 Schedule I may be reallocated to another mode and service function unless
21 prior written consent and approval is received from COUNTY Program
22 Administrator/Manager and confirmed by the Fiscal Supervisor prior to either
23 the end of the Agreement Period of Performance or the end of the fiscal year
24 (June 30th). Approval shall not exceed the maximum obligation.
- 25 2. In addition, CONTRACTOR may not, under any circumstances and without
26 prior written consent and approval being received from COUNTY Program
27 Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate
28 funds between mode and service functions as designated in the Schedule I that
are defined as non-billable by the COUNTY, State or Federal governments
from or to mode and service functions that are defined as billable by the
COUNTY, State or Federal governments.

- 1 3. If this Agreement includes more than one Exhibit C and/or more than one
2 Schedule I, shifting of funds from one Exhibit C to another and/or from one
3 Schedule I to another is also prohibited without prior written consent and
4 approval being received from COUNTY Program Administrator/Manager and
5 confirmed by the Fiscal Supervisor prior to the end of either the Agreement
6 Period of Performance or fiscal year.

7 F. RECOGNITION OF FINANCIAL SUPPORT:

8 If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall
9 indicate that funding for the program is provided in whole or in part by the COUNTY
10 of Riverside Department of Mental Health.

11 G. PAYMENT:

- 12 1. Monthly reimbursements may be withheld and recouped at the discretion of the
13 Director or its designee due to material Agreement non-compliance, including
14 audit disallowances, invoice(s), or Agreement overpayment, and/or adjustments
15 or disallowances resulting from the COUNTY Contract Monitoring Review
16 (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost
17 Report Reconciliation/Settlement process.
- 18 2. In addition, if the COUNTY determines that there is any portion (or all) of the
19 CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to
20 be valid in any way for any fiscal year, then the COUNTY reserves the right to
21 disallow and/or withhold current and/or future payments from CONTRACTOR
22 until valid, substantial proof of any and/or all items billed for is received,
23 verified and approved by the COUNTY.
- 24 3. In addition to the annual CMT, Program Monitoring, and Cost Report
25 Reconciliation/Settlement processes, the COUNTY reserves the right to perform
26 impromptu CMTs without any prior written or verbal notice, or periodic system
27 service reviews and subsequent deletes and denial monitoring for this
28 Agreement throughout the fiscal year in order to minimize and prevent
COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports.
The COUNTY, at its discretion, may withhold and/or offset invoices and/or
monthly reimbursements to CONTRACTOR, at any time without prior

1 notification to CONTRACTOR, for service deletes and denials that may occur
2 in association with this Agreement. COUNTY shall notify CONTRACTOR of
3 any such instances of services deletes and denials and subsequent withholds
4 and/or reductions to CONTRACTOR invoices or monthly reimbursements.

5 4. Notwithstanding the provisions of Paragraph G-1 and G-2 above,
6 CONTRACTOR shall be paid in arrears based upon either the actual units of
7 service provided and entered into the COUNTY'S specified Electronic
8 Management Information System (MIS), or on a one-twelfth (1/12th) monthly
9 basis as specified in Paragraph A-1 above.

10 a. CONTRACTOR will be responsible for entering all service related data
11 into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a
12 monthly basis and approving their services in the MIS for electronic
13 batching (invoicing) and subsequent payment.

14 b. CONTRACTOR must also submit to the COUNTY a signed Program
15 Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by
16 the Director or authorized designee of the CONTRACTOR organization.
17 This form must be faxed and/or emailed (PDF format only) to the
18 COUNTY at (951) 358-4792, and/or emailed to
19 ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be
20 received by the COUNTY via fax and/or email for the prior month no
21 later than 5:00 p.m. on the fifth (5th) working day of the current month.

22 c. Failure by the CONTRACTOR to enter and approve all applicable
23 services into the MIS for the applicable month, and faxing and/or
24 emailing the signed PIF, will delay payment to the CONTRACTOR
25 until the required documents as outlined herein are provided.

26 d. CONTRACTOR is required to enter all units of service into the
27 COUNTY'S MIS for the prior month no later than 5:00 p.m. on the
28 fifth (5th) working day of the current month for electronic batching.
Late entry of services into the COUNTY'S MIS may result in
financial and/or service denials and/or disallowances to the
CONTRACTOR.

- 1 5. CONTRACTOR shall work with their respective COUNTY Regions or
2 Programs to generate a monthly invoice for payment through the MIS batching
3 process. In addition, the COUNTY will work with the CONTRACTOR to
4 access data in the MIS in order for the CONTRACTOR to provide a quarterly
5 report to their designated COUNTY Region/Program describing outcomes, and
6 progress updates and services delivered based upon the Agreement's Exhibit A
7 "Scope of Work."
- 8 6. CONTRACTOR shall provide the COUNTY with all information necessary for
9 the preparation and submission to the State, if applicable, for all billings, and
10 the audit of all billings.
- 11 7. In order to insure that CONTRACTOR will receive reimbursement for services
12 rendered under this Agreement, CONTRACTOR shall be responsible for
13 notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware
14 that client Medicare and/or Insurance coverage has been terminated or
15 otherwise is not in effect.
- 16 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be
17 paid by the COUNTY thirty (30) calendar days after the date a correct PIF is
18 received by the COUNTY and invoice is generated by the applicable COUNTY
19 Region/Program.

18 H. COST REPORT:

- 19 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
20 CONTRACTOR shall provide to COUNTY two (2) copies, per each Program
21 Code, an annual Cost Report with an accompanying financial statement and
22 applicable supporting documentation to reconcile to the Cost Report within one
23 of the length of times as follows and as indicated below by an "X":
24 N/A Thirty (30) calendar days following the end of each fiscal year (June
25 30th), or the expiration or termination of the Agreement, whichever
26 occurs first.
27 N/A Forty-five (45) calendar days following the end of each fiscal year
28 (June 30th), or the expiration or termination of the Agreement,
whichever occurs first.

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 N/A Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122, OMB-circular A-87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the cost report training annually that is held by COUNTY that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section H, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and/or extension will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and/or future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

1 8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and
2 as per CONTRACTOR Schedule I, to provide Agreement Client Ancillary
3 Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs
4 under this Agreement on the annual cost report. Where deemed applicable,
5 Actual Costs for Indirect Administrative Expenses shall not exceed the
6 percentage of cost as submitted in the CONTRACT Request for Proposal or
7 Cost Proposal(s).

8 I. BANKRUPTCY:

9 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
10 COUNTY'S Department of Mental Health's Fiscal Services Unit, in writing by
11 certified letter with a courtesy copy to the Department of Mental Health's Program
12 Support Unit. The CONTRACTOR shall submit a properly prepared Cost Report in
13 accordance with requirements and deadlines set forth in Section I before final payment
14 is made.

15 J. AUDITS:

- 16 1. CONTRACTOR agrees that any duly authorized representative of the Federal
17 Government, the State or COUNTY shall have the right to audit, inspect,
18 excerpt, copy or transcribe any pertinent records and documentation relating
19 to this Agreement or previous Agreements in previous years.
- 20 2. If this Agreement is terminated in accordance with Section XXVII,
21 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
22 governments may conduct a final audit of the CONTRACTOR. Final
23 reimbursement to CONTRACTOR by COUNTY shall not be made until all
24 audit results are known and all accounts are reconciled. If applicable, revenue
25 collected by CONTRACTOR during this period for services provided under
26 the terms of this Agreement will be regarded as revenue received and
27 deducted as such from the final reimbursement claim.
- 28 3. Any audit exception resulting from an audit conducted by any duly authorized
representative of the Federal Government, the State or COUNTY shall be the
sole responsibility of the CONTRACTOR. Any audit disallowance
adjustments shall be paid in full upon demand or withheld at the discretion of

1 the Director of Mental Health against amounts due under this Agreement or
2 Agreement(s) in subsequent years.

- 3 4. The COUNTY will conduct Program Monitoring Review and/or Contract
4 Monitoring Team Review (CMT). Upon completion of monitoring,
5 CONTRACTOR will be mailed a report summarizing the results of the site
6 visit. If and when necessary, a corrective Action Plan will be submitted by
7 CONTRACTOR within thirty (30) calendar days of receipt of the report.
8 CONTRACTOR'S failure to respond within thirty (30) calendar days will
9 result in withholding of payment until the corrective plan of action is received.
10 CONTRACTOR'S response shall identify time frames for implementing the
11 corrective action. Failure to provide adequate response or documentation for
12 this or subsequent year's Agreements may result in Agreement payment
13 withholding and/or a disallowance to be paid in full upon demand.

14 K. TRAINING:

- 15 1. CONTRACTOR understands that as the COUNTY implements its current
16 MIS to comply with Federal, State and/or local funding and service delivery
17 requirements, CONTRACTOR will, therefore, be responsible for sending at
18 least one representative to receive all applicable COUNTY training associated
19 with, but not limited to, applicable service data entry, client registration,
20 billing and invoicing (batching), and learning how to appropriately and
21 successfully utilize and/or operate the current and/or upgraded MIS as
22 specified for use by the COUNTY under this Agreement. The COUNTY will
23 notify the CONTRACTOR when such training is required and available.

24 Rev. 14/15

**FY 2014/15 SCHEDULE I
MENTAL HEALTH**

**CONTRACTOR NAME: AURORA CHARTER OAK
PROGRAM NAME: MANAGED CARE-INDIGENT
DEPT ID/PROGRAM: 4100208065 - 83950- 530280
REGION/POPULATION: N/A**

**MONTHLY REIMBURSEMENT: NEGOTIATED RATE
YEAR END SETTLEMENT: NEGOTIATED RATE**

TYPE OF MODALITY	Inpatient Mental Health Services			TOTAL	
RU#(s):	33D700				
MODE OF SERVICE:	5 (Inpatient Services)	5 (Inpatient Services)	15 (Outpatient Services)		
SERVICE FUNCTION:	10-18 (24-Hour Hospital Inpatient Services)	19 (24-Hour Hospital Administrative Services)	Transportation Services		
PROCEDURE CODES:					
UNIT MEASUREMENT:	BED-DAY	ADM-DAY			
NUMBER OF UNITS:	261	101	520		
COST PER UNIT *:	\$765	\$493	\$25		
GROSS COST :	\$200,000	\$50,000	\$13,000	\$263,000	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES	0	0	0	0	
B. OTHER	0	0	0	0	
TOTAL CONTRACTOR REVENUES	0	0	0	0	
MAXIMUM OBLIGATION	\$200,000	\$50,000	\$13,000	\$263,000	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A: MEDI/CAL FFP	0	0	0	0	
B: FEDERAL FUNDS	0	0	0	0	
C: REALIGNMENT FUNDS	0	0	0	0	
D: STATE FUNDS	\$200,000	\$50,000	\$13,000	\$263,000	100%
E: COUNTY FUNDS	0	0	0	0	
F: OTHER:	0	0	0	0	
TOTAL (ALL FUNDING SOURCES)	\$200,000	\$50,000	\$13,000	\$263,000	100%

FUNDING SOURCES DOCUMENT: N/A

ADMIN SVCS ANALYST SIGNATURE:  Date: 4/8/14

FISCAL SERVICES SIGNATURE:  Date: 04.17.14

*
\$675.00 Bed Day + \$90.00 Professional Fee = \$765.00
\$403.00 Administrative Day + \$90.00 Professional Fee = \$493.00
Transportation Fee = \$25.00

Date:

Managed Care Unit
4060A County Circle Drive
Riverside, CA 92503
Phone: (951) 358-4613
Fax: (951) 358-6868

Aurora Charter Oak Hospital (Indigent)
1161 East Covina Blvd.
Covina, CA, 91724

Re: Pre-Authorization for Transportation Services for FY 14/15

Riverside County Department of Mental Health authorizes Aurora Charter Oak Hospital (Indigent) to provide secure non-emergency transportation services for non-ambulatory mental health clients and/or dangerous mentally ill clients to/from various facilities.

Riverside County Department of Mental Health authorizes Aurora Charter Oak Hospital (Indigent) to provide trips that cannot be served or provided by Riverside County emergency vehicles because the nature of the client is such that additional security is required for the safety of the client and the public and/or because client is not ambulatory at the time of transport.

Name of Consumer:

Date of Service :

Transportation Requested By:

Date of Request:

To/From Facility (ies):

Date of Authorization:

Provider:

Riverside County Department of Mental Health:

Signed: _____

Signed: _____

Name: _____

Name: Roderick Verbeck, Psy.D., LMFT

Title: _____

Title: Mental Health Services Program Manager
CARES and Managed Care

Date: _____

Date: _____

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

Billing/Service Period:		Amount Certified:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Bill Enumerator:			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiaries that met all client plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

RCDMH Admin. Use Only
BATCH #s: _____