

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and ANKA BEHAVIORAL HEALTH, INC., hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, 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, Schedule I and Schedule K (if applicable) attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: [Signature]
Najia W. Boyd, Psy. D. /COO
Print Name
Date: 06/01/2015

COUNTY

By: _____
Marion Ashley, Chairman
Board of Supervisors
Date: _____

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form
By: [Signature]
Deputy County Counsel

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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, Schedule K (if applicable) and any other
5 exhibits, attachments or addendums attached hereto and by this reference incorporated
6 herein to this Agreement.
7

8 II

9 PERIOD OF PERFORMANCE:

10 This Agreement shall be effective as of July 1, 2015, and continue in effect through
11 June 30, 2016. The Agreement may thereafter be renewed annually, by mutual agreement
12 of the parties, up to an additional five (5) years, subject to the availability of funds and
13 satisfactory performance of services.
14

15 III

16 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

17
18 A. Reimbursement

19 In consideration of services provided by CONTRACTOR, COUNTY shall
20 reimburse CONTRACTOR in the amount and manner outlined and described in
21 Exhibit C and Schedule I or Schedule K, attached hereto and by this reference
22 incorporated herein to this Agreement. CONTRACTOR agrees to submit their
23 National Provider Identification (NPI) and other support or required documentation
24 to the COUNTY prior to reimbursement be processed by the COUNTY.
25

26 B. Restrictions On Salaries
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28

1 CONTRACTOR agrees that no part of any federal funds provided under this
2 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the
3 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.
4 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall
5 be responsible for making sure that their organization is in full compliance with all
6 applicable Federal, State, County or local salary restrictions in conjunction with
7 performing the services herein.
8

9 C. Union Organizing

- 10 1. CONTRACTOR will not assist, promote, or deter union organizing by
11 employees performing work on a state service contract, including a public
12 works contract.
13
14 2. CONTRACTOR will not, for any business conducted under this Agreement,
15 use any state property to hold meetings with employees or supervisors, if the
16 purpose of such meetings is to assist, promote or deter union organizing unless
17 the state property is equally available to the general public for holding
18 meetings.
19
20 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
21 or deter union organizing, CONTRACTOR will maintain records sufficient to
22 show that no reimbursement from state funds has been sought for these costs,
23 and the CONTRACTOR shall provide those records to the County and then to
24 the Attorney General upon request.
25

26 D. Lobbying And Restrictions And Disclosures Certification
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1 Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section
2 1352 and 45 C.F.R. Part 93:

3 1. Certification and Disclosure Requirements

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

7
8 (i) A cumulative increase \$25,000, or more in the amount paid or
9 expected to be paid for influencing or attempting to influence a
10 covered federal action;

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

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

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

21 (v) All disclosure forms (but no certifications) shall be forwarded from
22 tier to tier until received by the entity referred to in Paragraph 1(a)
23 of this provision. The CONTRACTOR shall forward all disclosure
24
25
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28

1 forms to the COUNTY in order for the COUNTY to forward to
2 Program/Regional Administrator.

3 E. Prohibition

4 31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be
5 expended to pay any person influencing or attempting to influence an officer or
6 employee of any agency, a Member of Congress, an officer or employee of
7 Congress, or an employee of a Member of Congress in connection with any of the
8 following covered federal actions: the awarding of any federal contract, the making
9 of any federal grant, the making of any federal loan, entering into any cooperative
10 agreement, and the extension, continuation, renewal, amendment, or modification of
11 any federal contract, grant, loan or cooperative agreement.
12
13

14 F. National Provider Identifier (NPI)

15 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs
16 must be submitted to the Riverside County Department of Mental Health (RCDMH)
17 Information Services Unit prior to rendering services to clients. Contractors providing
18 direct or indirect services for State reporting must also submit rendering (individual)
19 provider NPIs to RCDMH Information Services Unit for each staff member providing
20 Medi-Cal billable services. Contractor reimbursement will not be processed unless
21 NPIs are on file with RCDMH in advance of providing services to clients. It is the
22 responsibility of each contract provider site and individual staff member that bills
23 Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System
24 (NPPES). Each contract site, as well as every staff member that provides billable
25 services, is responsible for notifying the National Plan & Provider Enumeration
26
27
28

1 System (NPPES) within 30 days of any updates to personal information (worksite
2 address, name changes, taxonomy code changes, etc.).

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

5 Pursuant to Welfare & Institutions Code (WIC), Section 5608 services hereunder shall
6 be provided by CONTRACTOR under the general supervision of the COUNTY Director of
7 Mental Health, hereinafter called DIRECTOR, or his authorized designee.
8

9 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY
10 Contract Monitoring Team, COUNTY Case Management Staff, and other authorized
11 County, Federal and/or State representatives, the right to enter the program facilities
12 during operating hours to monitor client well-being and the right to review and
13 monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or
14 procedures during operating hours.
15

16 1. In exercising the right to review or monitor CONTRACTOR's administrative,
17 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
18 shall enforce Agreement provisions and applicable COUNTY policies identified
19 throughout this Agreement, including those related to threats and violent behavior
20 or harassment in the workplace concerning its employees.
21

22 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
23 to have access to all COUNTY consumers, to collaborate with treating staff, and to
24 review necessary documents to ensure that the consumer has received all necessary
25 assessments, all necessary treatment planning with measurable goals, and
26 documented progress towards goals.
27
28

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 in order to give the CONTRACTOR
15 the opportunity to come into compliance.

16
17 3. If the COUNTY determines CONTRACTOR has failed to implement
18 corrective action, funds may be withheld until compliance is achieved.

19
20 4. CONTRACTOR shall cooperate with any such effort by COUNTY including
21 follow-up investigation and interview of witnesses. Failure to cooperate or
22 take corrective action may result in termination of this Agreement.

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

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

STATUS OF CONTRACTOR:

A. CONTRACTOR acknowledges that this Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents as they relate to services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.

B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.

C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all Federal, State and applicable local income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.

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
3 employer-employee relationship exists by reason of this Agreement.

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state
5 withholding or retirement payments which COUNTY may be required to make
6 pursuant to federal 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
10 status 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 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,
21 control, and relationship information as required in 42 C.F.R. Sections 455.101 and
22 455.104.

23 VI

24 ADMINISTRATIVE CHANGE IN STATUS:

25
26 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
27 a detailed description of the change must be submitted to COUNTY in writing at
28

1 least sixty (60) days prior to the effective date of the change. A change in status is
2 defined as, but is not limited to, a name change not amounting to a change of
3 ownership, a change in the name of the individual authorized to sign contract
4 documents, moving a facility's service location within the same region, closing a
5 facility with services being offered in another already existing contracted facility, or
6 change in services offered without an increase to the Agreement maximum. Other
7 changes to the Agreement may result in a more formal Agreement amendment.
8 Involuntary changes of status due to disasters should be reported to the COUNTY as
9 soon as possible.
10

11 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
12 beginning of each fiscal year and upon execution of the CONTRACTOR'S
13 Agreement, emergency and/or after hour contact information for the
14 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour
15 contact information shall include, but is not limited to, first and last name of
16 emergency and/or after hour contact, telephone number, cellular phone number, and
17 applicable address(s). CONTRACTOR shall provide this information to the
18 COUNTY at the same time the CONTRACTOR provides the COUNTY with annual
19 insurance renewals and/or changes to insurance coverage.
20

21 C. CONTRACTOR shall be responsible for updating this information, immediately and
22 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
23 information occurs during the fiscal year or prior to the end of the fiscal year.
24 Written CONTRACTOR'S updates of this information shall be provided to the
25 COUNTY in accordance with Section XXXI, NOTICES, of this Agreement.
26
27
28

1 D. If there are any CONTRACTOR administrative changes, such as signatory authority,
2 management, site addresses, business locations, remittance addresses, tax
3 identification numbers, business ownership, etc., a letter, on CONTRACTOR's
4 letterhead and signed by the CONTRACTOR's Chairman of the Board or President
5 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's
6 Board minutes authorizing the change(s), the appropriate documentation must be
7 submitted to COUNTY within two weeks of the change.
8

9 VII

10 DELEGATION AND ASSIGNMENT:

- 11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
12 part, without prior written consent of COUNTY; provided, however, obligations
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
14 means of subcontracts, provided such subcontracts are approved in writing by the
15 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the
16 subcontract, meet the requirements of this Agreement as they relate to the service or
17 activity under subcontract, and include any provisions that the DIRECTOR may
18 require, nor shall any subcontract result in, or imply, the creation of a relationship
19 between the COUNTY and any subcontractor.
20
21 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
22 COUNTY pursuant to this Agreement.
23
24 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
25 without the prior written consent of COUNTY. Any attempted assignment or
26 delegation in derogation of this paragraph shall be void.
27
28

1 D. Any change in the corporate or business structure of CONTRACTOR, such as a
2 change in ownership or majority ownership change resulting in a change to the
3 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

4 VIII

5 ALTERATION:

6 No alteration or variation of the terms of this Agreement shall be valid unless made
7 in writing and signed by the parties hereto. No oral understanding or agreement not
8 incorporated herein, shall be binding on any of the parties hereto unless specifically made
9 in writing by both parties hereto.
10

11 IX

12 LICENSES:

13 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
14 necessary licenses, permits, approvals, certifications, waivers, and/or exemptions
15 necessary to provide the services outlined herein, for its business to operate, and for
16 personnel to provide services hereunder, and as required by all applicable laws and
17 regulations set forth by the Federal, State, County and local governments, and all
18 other appropriate governmental agencies.
19

20 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
21 waivers, and exemptions, etc. throughout the term of this Agreement.
22

23 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
24 writing of its inability to maintain, irrespective of the pendency of an appeal of such
25 licenses, permits, approvals, certifications, waivers or exemptions.
26

27 X

1 INDEMNIFICATION:

2 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
3 Districts, and Departments of the County of Riverside, their respective directors, officers,
4 Board of Supervisors, employees, agents, elected and appointed officials and representatives
5 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
6 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
7 property damage, bodily injury, or death or any other element of damage of any kind or
8 nature resulting from any acts or failure to act or omission on the part of the
9 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
10 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
11 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
12 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
13 officials and representatives in any legal claim or action based upon such alleged acts, failure
14 to act or omissions.
15

16
17 COUNTY shall indemnify Contractor against any claim, demands, or liability arising
18 from damage to property, and injuries to persons, which may arise out of or because of
19 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only
20 in proportion to and to the extent such claim demands, damages or liability are caused by, or
21 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or
22 employee.
23

24
25 XI

26 INSURANCE:

27 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
28 hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following

1 insurance coverage during the term of this Agreement. With respect to the insurance section
2 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
3 Districts, and Departments, their respective directors, officers, Board of Supervisors,
4 employees, elected or appointed officials, agents, or representatives as Additional Insureds.

5 A. Workers' Compensation
6

7 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
8 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
9 of the State of California. Policy shall include Employers' Liability (Coverage B)
10 including Occupational Disease with limits not less than \$1,000,000 per person per
11 accident. Policy shall be endorsed to waive subrogation in favor of the County of
12 Riverside.
13

14 E. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to, premises
16 liability, unmodified contractual liability, products and completed operations liability,
17 personal and advertising injury, and cross liability coverage, covering claims which may
18 arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy
19 shall name the COUNTY as an Additional Insured. Policy's limit of liability shall not be
20 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
21 general aggregate limit, it shall apply separately to this Agreement or be no less than two
22 (2) times the occurrence limit.
23
24

25 C. Vehicle Liability

26 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile
27 equipment used in the performance of the obligations under this Agreement in an amount
28

1 not less than \$1,000,000 per occurrence combined single limit. If such insurance
2 contains a general aggregate limit, it shall apply separately to this Agreement or be no
3 less than two (2) times the occurrence limit. Policy shall name the COUNTY as
4 Additional Insured.

5 D. Professional Liability

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

19 E. General Insurance Provisions - All Lines

20 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
21 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
22 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
23
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1 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
2 waiver is only valid for that specific insurer and only for one policy term.

3 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed
5 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
6 written consent of the COUNTY Risk Manager before the commencement of
7 operations under this Agreement. Upon notification of deductibles or self insured
8 retentions which are deemed unacceptable to the COUNTY, at the election of the
9 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
10 eliminate such deductibles or self-insured retentions with respect to this Agreement
11 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
12 related investigations, claims administration, defense costs and expenses.

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

- 15 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
16 insurance company(s), that the Certificate(s) of Insurance and policies shall so
17 covenant and shall be construed as primary insurance, and the COUNTY'S
18 insurance and/or deductibles and/or self-insured retentions or self-insured programs
19 shall not be construed as contributory.
20
21 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
22 tiers of subcontractors working under this Agreement.
23
24 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
25 constitute a material breach of the Agreement upon which COUNTY may
26 immediately terminate or suspend this Agreement.
27
28

1 XII

2 LIMITATION OF COUNTY LIABILITY:

3 Notwithstanding any other provision of this Agreement, the liability of COUNTY
4 shall not exceed the amount of funds appropriated in the support of this Agreement by the
5 California Legislature.
6

7 XIII

8 WARRANTY AGAINST CONTINGENT FEES:

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

19 XIV

20 NONDISCRIMINATION:

21 A. Employment

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

8 2. All solicitations or advertisements for recruitment of employment placed by or
9 on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to race, religion, color,
11 creed, gender, national origin, age, sexual preference, marital status or
12 physical, sensory, cognitive or mental disabilities.
13

14 3. Each labor union or representative of workers with which CONTRACTOR has
15 a collective bargaining agreement or other contract or understanding must post
16 a notice advising the labor union or worker's representative of the
17 commitments under this Nondiscrimination Section and shall post copies of the
18 notice in conspicuous places available to employees and applicants for
19 employment.
20

21 4. In the event of noncompliance with this section or as otherwise provided by
22 State and Federal law, this Agreement may be terminated or suspended in
23 whole or in part and CONTRACTOR may be declared ineligible for future
24 contracts involving Federal, State or COUNTY funds.
25

26 B. Services, Benefits, and Facilities
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1 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
2 Subcontractors shall not unlawfully discriminate in the provision of services
3 because of race, religion, color, creed, gender, national origin, age, sexual
4 preference, marital status, or physical, sensory, cognitive, or mental disability
5 as provided by state and federal law and in accordance with Title VI of the
6 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975
7 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
8 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);
9 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;
10 provisions of the Fair Employment and Housing Act and regulations
11 promulgated hereunder (Government Code Section 12900 et. seq.) and 2
12 C.C.R. Section 7285.0 et. seq. Government Code Section 11135 et. seq.; and, 9
13 C.C.R. Section 10800 et. seq.

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

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

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20 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
21 Division 1 of the California Code of Regulations. CONTRACTOR will store
22 and dispense medications in compliance with all applicable State and Federal
23 laws and regulations and COUNTY'S "Medication Guidelines," available from
24 the COUNTY Quality Improvement- Outpatient Division.
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1 service activity or employment opportunity provided by programs licensed or certified
2 under this Agreement.

3 XVI

4 REPORTS:

5 A. CONTRACTOR shall participate in the COUNTY'S Management Information
6 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
7 shall report to the program, applicable client and staff related data regarding the
8 CONTRACTOR'S program by the fifth (5th) working day of the following month.

9 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
10 specified and/or required by the COUNTY, State Department of Mental Health and Federal
11 guidelines. COUNTY may provide additional instructions on reporting requirements.

12 C. CONTRACTOR shall comply with the State reporting requirements pursuant to
13 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the
14 CONTRACTOR shall make a telephonic report to the State department licensing staff
15 (hereinafter "State") within one (1) working day. The telephonic report is to be
16 followed by a written report to the COUNTY within twenty-four (24) hours of the
17 incident and within seven (7) days of the event to the State. If a report to local
18 authorities exists which meets the requirements cited, a copy of such a report will suffice
19 for the written report required by the State.
20
21

22 1. Events reported shall include:

- 23 a. Death of any resident from any cause;
24
25 b. Any facility related injury of any resident which requires medical treatment;
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- c. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations shall be reported to the local health officer in addition to the State;
- d. Poisonings;
- e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
- 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; and,
- 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; and,
 - (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.

1 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
2 and services as required by the DIRECTOR, or its authorized designee, or by the State,
3 regarding the CONTRACTOR's activities as they affect the duties, roles,
4 responsibilities, and purposes contained in this Agreement, and as may be specifically
5 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty
6 (30) days prior written notice of any additional, required reports in this matter.
7 COUNTY shall provide instructions on the reporting requirements as required herein.
8

9 F. As Mental Health and/or Substance Use service providers and funding recipients, under
10 the State Charitable Choice requirements, CONTRACTOR must adhere to the
11 following:
12

- 13 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
14 alternative services if, when and where applicable;
- 15 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
16 where applicable; and
- 17 3. Fund and/or provide alternative service if, when and where applicable.
18
19 Alternative services are services determined by the State to be accessible,
20 comparable, and provided within a reasonable period of time from another Mental
21 Health and/or Substance Use provider (or alternative provider if, when and where
22 applicable) to which the client has no objection.
23

24 XVII

25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

26 CONTRACTOR is subject to all relevant requirements contained in the Health
27 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191,
28

1 enacted August 21, 1996, Title 42 Code of Federal Regulations, Part 2, and the laws and
2 regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to
3 cooperate in accordance with the terms and intent of this Agreement for implementation of
4 relevant law(s) and/or regulation(s) promulgated under this law.

5
6 XVIII

7 CONFIDENTIALITY:

8 CONTRACTOR shall maintain the confidentiality of all client identifying
9 information contained in records, including but not limited to patient/client records/charts,
10 billing records, research and client identifying reports, and the COUNTY'S client
11 management information system (ELMR) in accordance with WIC Sections 14100.2 and
12 5328 et seq, 42 C.F.R. Sections 431.300 et. seq., 42 U.S.C. Section 1320d et. seq. (the
13 Health Insurance Portability and Accountability Act) as well as the corresponding
14 regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other
15 applicable COUNTY, State and Federal laws, regulations, ordinances and directives
16 relating to confidentiality and security of client records and information.
17
18

19 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
20 identifying information obtained or generated in the course of providing services
21 pursuant to this Agreement except for non-identifying statistical information. The
22 CONTRACTOR shall not use identifying information for any purpose other than
23 carrying out the CONTRACTOR'S obligations under this Agreement.
24

25 B. The CONTRACTOR shall not disclose confidential client identifying information
26 except as authorized by client, clients' legal representative or as permitted by Federal
27 or State law, to anyone other than the COUNTY or State without prior valid
28

1 authorization from the client or clients' legal representative in accordance with State
2 and Federal laws. Any disclosures made shall be logged and the log maintained in
3 accordance with State and Federal law.

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

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

15
16 E. Notification of Electronic Breach or Improper Disclosure

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

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

11 If the security breach requires notification under Civil Code section 1798.82,
12 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
13 to such unauthorized disclosure required by applicable, Federal, State and/or County
14 laws and regulations.

15 F. Safeguards

16 The CONTRACTOR shall implement administrative, physical, and technical
17 safeguards that reasonably and appropriately protect the confidentiality, integrity,
18 and availability of the Protected Health Information (PHI), included electronic PHI,
19 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
20 prevent use or disclosure of PHI other than as provided for by this Agreement. In
21 addition, CONTRACTOR shall develop and maintain a written information privacy
22 and security program that includes administrative, technical and physical safeguards
23 appropriate to the size and complexity of the CONTRACTOR's operations and the
24 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
25 with a copy of information outlining such safeguards that are developed and
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1 implemented by the CONTRACTOR upon thirty (30) days written request by the
2 COUNTY.

3 G. The CONTRACTOR shall implement strong access controls and other security
4 safeguards and precautions as noted in the following to restrict electronic and
5 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized
6 users only. The CONTRACTOR shall enforce the following administrative and
7 technical password controls on all systems used to process or store confidential,
8 personal, or sensitive data:
9

10 1. Passwords must not be:

11 a. Shared or written down where they are accessible or recognizable by anyone

12 else, such as taped to computer screens, stored under keyboards, or visible

13 in a work area;

14 b. A dictionary word; and

15 c. Stored in clear text.

16 2. Passwords must be:

17 a. Eight (8) characters or more in length;

18 b. Changed every 90 days;

19 c. Changed immediately if revealed or compromised; and,

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

1 (iv) Non-alphanumeric characters (punctuation symbols).

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

- 5 1. Network-based firewall and/or personal firewall;
- 6 2. Continuously updated anti-virus software; and,
- 7 3. Patch management process including installation of all operating
8 system/software vendor security patches.
9

10 I. The CONTRACTOR shall utilize a commercial encryption solution that has
11 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
12 data stored on portable electronic media (including, but not limited to, CDs and
13 thumb drives) and on portable computing devices (including, but not limited to,
14 laptop and notebook computers). The CONTRACTOR shall not transmit
15 confidential, personal, or sensitive data via-e-mail or other internet transport
16 protocol unless the data is encrypted by a solution that has been validated by the
17 National Institute of Standards and Technology (NIST) as conforming to the
18 Advanced Encryption Standard (AES) Algorithm or Triple DES.
19

20
21 1. Mitigation of Harmful Effects

22 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
23 that is known to CONTRACTOR of a use or disclosure of PHI by
24 CONTRACTOR or its subcontractors in violation of the requirements of these
25 Provisions.
26

27 2. Employee Training and Discipline
28

1 The CONTRACTOR shall train and use reasonable measures to ensure
2 compliance with the requirements of these Provisions by employees who assist
3 in the performance of functions or activities on behalf of COUNTY under this
4 Agreement and use or disclose PHI; and discipline such employees who
5 intentionally violate any of these Provisions, including termination of
6 employment.
7

8 3. Disclaimer

9 COUNTY makes no warranty or representation that compliance by
10 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
11 adequate or satisfactory for CONTRACTOR's own purposes or that any
12 information in CONTRACTOR's possession or control, or transmitted or
13 received by CONTRACTOR, is or will be secure from unauthorized use or
14 disclosure. CONTRACTOR is solely responsible for all decisions made by
15 CONTRACTOR regarding the safeguarding of PHI.
16
17

18 4. Interpretation

19 The terms and conditions in these Provisions shall be interpreted as broadly as
20 necessary to implement and comply with HIPAA, the HIPAA regulations and
21 applicable State laws. The parties agree that any ambiguity in the terms and
22 conditions of these Provisions shall be resolved in favor of a meaning that
23 complies and is consistent with HIPAA and the HIPAA regulations.
24

25 CONTRACTOR shall require all its officers, employees, associates, and agents
26 providing services hereunder to acknowledge, in writing, understanding of and
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1 agreement to comply with all confidentiality provisions as set forth in this
2 Agreement.

3 J. For the purposes of the above paragraphs, identifying information is considered to be
4 any information that reasonably identifies an individual in their past, present, or
5 future physical or mental condition. This includes, but is not limited to, any
6 combination of the person's first and last name, address, Social Security Number,
7 date of birth, identifying number, symbol, or other identifying particulars assigned to
8 the individual, such as fingerprint or photograph.
9

10 XIX

11 RECORDS/INFORMATION AND RECORD RETENTION:

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

2 CONTRACTOR shall adhere to the licensing authority, the State Department of
3 Social Services, the State Department of Health Care Services and Medi-Cal
4 documentation standards, as applicable. CONTRACTOR shall maintain adequate
5 medical records on each individual patient which includes at a minimum, a client care
6 plan, diagnostic procedures, evaluation studies, problems to be addressed,
7 medications provided, and records of service provided by the various personnel in
8 sufficient detail to make possible an evaluation of services, including records of
9 patient interviews and progress notes.
10

11 B. Financial Records

12 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
13 of each type of service for which payment is claimed. Any apportionment of costs
14 shall be made in accordance with generally accepted accounting principles and shall
15 evidence proper audit trails reflecting the true cost of the services rendered.
16 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
17 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
18 required by the DIRECTOR, or his designee, and the State of California. All such
19 records shall be available for inspection by the designated auditors of COUNTY or
20 State at reasonable times during normal business hours.
21

22 C. Financial Record Retention

23
24 Appropriate financial records shall be maintained and retained by CONTRACTOR
25 for at least five (5) years or, in the event of an audit exception and appeal, until the
26 audit finding is resolved, whichever is later.
27
28

1 D. Patient/Client Record Retention

2 Patient/Client records shall be maintained and retained by CONTRACTOR for a
3 minimum of seven (7) years following discharge of the client. Records of minors
4 shall be kept for seven (7) years after such minor has reached the age of eighteen
5 (18) years. Thereafter, the client file is retained for seven (7) years after the client
6 has been discharged from services.
7

8 E. Shared Records/Information

9 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
10 information policy, which allows for sharing of client records and information
11 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
12 shall not release these client records or information to a third party without a valid
13 authorization.
14

15 F. Client Records

16 COUNTY is the owner of all patient care/client records. In the event that the
17 Agreement is terminated, the CONTRACTOR is required to prepare and box the
18 client medical records so that they can be archived by the COUNTY, according to
19 the procedures developed by the COUNTY. The COUNTY is responsible for taking
20 possession of the records and storing them according to regulatory requirements. The
21 COUNTY is required to provide the CONTRACTOR with a copy of any medical
22 record that is requested by the CONTRACTOR, as required by regulations, at no
23 cost to the CONTRACTOR, and in a timely manner.
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26 G. Records Inspection
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1 All records shall be available for inspection by all applicable and designated Federal,
2 State, and COUNTY auditors during normal business hours. Records shall include,
3 but are not limited to, all physical and electronic records originated or prepared
4 pursuant to the performance under this Agreement; including, but not limited to,
5 working papers, reports, financial records or books of account, medical records,
6 prescription files, subcontracts, any and other documentation pertaining to medical
7 and non-medical services for clients. Upon request, at any time during the period of
8 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
9 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
10 subject to the examination and audit of the Office of the Inspector General for a
11 period of no less than five (5) years pertaining to individuals over the age of eighteen
12 (18) years of age related documentation; and no more than ten (10) years pertaining
13 to minor related documentation after final payment under Agreement.
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17 STAFFING:

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

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

7
8 1. A list of persons by name, title, and professional degree, including, but not limited
9 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
10 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
11 select "Prefer Not to Say" and/or certification and experience of persons providing
12 services hereunder, and any other information deemed necessary by the
13 DIRECTOR or designee. All certifications should comply with applicable
14 California Health and Safety Code of Regulations.

15
16 2. Previously established and/or updated Personnel policies and procedures;

17
18 3. Updated personnel file for each staff member (including subcontractors, as
19 approved by COUNTY and volunteers) that includes at minimum the following:

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

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

23 c. Annual Job performance evaluation; and

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

25
26 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
27 employees will designate a Disability Access Coordinator. The Access Coordinator is
28

1 responsible for the development and implementation of the program's ADA/ 504 Self-
2 Evaluation Plan and Annual Updates.

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

6
7 D. The CONTRACTOR recognizes the importance of child and family support
8 obligations and shall fully comply with all applicable State and Federal laws relating
9 to child and family support enforcement, including, but not limited to, disclosure of
10 information and compliance with earnings assignment orders, as provided in Family
11 Code Section 5200 et. seq..

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

23
24
25 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
26 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
27 shall not pay or compensate any of its Staff, Personnel or Employees by means of
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1 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
2 and/or Employees in association with the fulfillment of this Agreement shall be
3 made by means of Staff, Personnel and/or Employee Certified Payroll only.

4 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
5 and direct personnel service providers that will have an impact on its Electronic
6 Management of Records (ELMR) system. These changes include, but are not
7 limited to, adding new personnel, modifying existing personnel, or terminating
8 personnel. CONTRACTOR is responsible for completing the Computer Account
9 Request Form (CARF) included with this agreement, when such changes occur and
10 will have an impact on ELMR data entry or system access, and shall submit, via
11 email, the completed CARF form to its designated COUNTY Program Analyst for
12 review and approval. The COUNTY designated Program Analyst will then review
13 CARF for accuracy and will then submit CARF to the COUNTY'S Information
14 Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst
15 will communicate with the CONTRACTOR, via email, with confirmation of
16 submission for processing, and a COUNTY I.T. or ELMR personnel will contact the
17 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide
18 confirmation that computer access has been granted or changed as requested by the
19 CONTRACTOR.
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24 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
25 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
26 of CONTRACTOR'S officers, board members, employees, associates, and agents
27 providing services are on the OIG or Medi-Cal list of excluded individuals to
28

1 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing
2 within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are
3 found listed on this site and what action has been taken to remedy the matter.

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

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22 XXI

23
24 CULTURAL COMPETENCY

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

13
14 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
15 timely mental health service delivery; staff training; and organizational policies and
16 procedures related to the treatment of culturally diverse populations. CONTRACTOR
17 shall perform specific outcome studies, on-site reviews and written reports to be made
18 available to the COUNTY upon request.
19

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

- 24 1. Clinical care and therapeutic interventions which are linguistically and culturally
25 appropriate; including, at a minimum, admission, discharge, and medication
26 consent forms available in Spanish;
27
28

- 1 2. Have a comprehensive management strategy to address culturally and
- 2 linguistically appropriate services, including strategic goals, plans, policies,
- 3 procedures and designated staff responsible for implementation;
- 4 3. Medically appropriate interventions, which acknowledge specific cultural
- 5 influences;
- 6 4. Provision and utilization of qualified interpreters within twenty-four (24) hours of
- 7 identified need;
- 8 5. Screening and certification of interpreters as specified in subparagraph 3 a below;
- 9 6. Training to mental health providers in building the cultural knowledge and skill
- 10 required to provide culturally appropriate treatment of client population served;
- 11 7. Develop and implement a strategy to recruit, retain and promote qualified, diverse
- 12 and culturally competent administrative, clinical and support staff that are trained
- 13 and qualified;
- 14 8. Client related information translated into the various languages of the diverse
- 15 populations served; and,
- 16 9. Provide oral and written notices, including translated signage at key points of
- 17 contact, to clients in their primary language informing them of their right to
- 18 receive no-cost interpreter services.
- 19
- 20
- 21
- 22

23 D. CONTRACTOR shall make available bilingual professional staff or qualified
24 interpreter to ensure adequate communication between clients and mental health staff.
25 Any individual with limited English language capability or other communicative
26 barriers shall have equal access to mental health services.
27
28

- 1 1. A qualified interpreter is defined as someone who is fluent in English and in
2 the necessary second language, who can accurately speak, read and readily
3 interpret the necessary second language and/or accurately sign and read sign
4 language. A qualified interpreter must be able to translate in linguistically
5 appropriate mental health terminology necessary to convey information such as
6 symptoms or instructions to the client in both languages; and,
7
8 2. A fluently bilingual person, who is not trained in the provision of mental health
9 services, must complete training prior to providing services, which covers
10 terms and concepts associated with mental health medications, and cultural
11 beliefs and practices which may influence the client's mental health condition.
12

13 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
14 as set forth in the Board of Supervisors approved Cultural Competency Plan. The
15 Cultural Competency Plan may be obtained from the COUNTY'S website at
16 <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural Competency
17 Manager or designee upon written request via certified mail or facsimile to:
18

19 Riverside County Department of Mental Health Cultural Competency Program

20 P.O. Box 7549

21 Riverside, California 92513

22 Attention: Cultural Competency Manager

23 Fax: 951-358-4792

24
25 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
26 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
27 determine and implement cultural competency activities that shall include, but is not
28

limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.

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

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

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

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

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

4 J. 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 extensions
8 must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency
9 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
27
28

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 Welfare and
6 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY
7 Patients' Rights Advocates will be given access to clients, clients' records, and facility
8 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.
9

10 XXV

11 WAIVER OF PERFORMANCE:

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

16 XXVI

17 DRUG-FREE WORKPLACE CERTIFICATION:

18 If State funds are utilized to fund this Agreement as specified in Schedule I or
19 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing
20 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the
21 laws of the State of California that the CONTRACTOR will comply with the requirements
22 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and
23 will provide a drug-free workplace doing all of the following.
24

- 25
26 A. Publish a statement notifying employees that unlawful manufacture, distribution,
27 dispensation, possession, or use of controlled substances is prohibited and specifying
28

1 actions to be taken against employees for violations, as required by Government
2 Code Section 8355 (a).

3 B. Establish a Drug-Free Awareness Program as required by Government Code Section
4 8355 (a) to inform employees about all of the following:

- 5 1. The dangers of substance use in the workplace;
- 6 2. The CONTRACTORS policy of maintaining a drug-free workplace;
- 7 3. Any available counseling, rehabilitation, and employee assistance programs;
- 8 and,
- 9
- 10 4. Penalties that may be imposed upon employees for substance use 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
- 17

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

- 22 1. The CONTRACTOR has made a false certification or,
- 23 2. Violates the certification by failing to carry out the requirements as noted above.
- 24

25 XXVII

26 TERMINATION PROVISIONS:

27 A. Either party may terminate this Agreement without cause, upon thirty (30) days
28 written notice served upon the other party.

1 B. Termination does not release CONTRACTOR from the responsibility of securing
2 Protected Health Information (PHI) data.

3 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
4 served upon the CONTRACTOR if sufficient funds are not available for
5 continuation of services.

6
7 D. The COUNTY reserves the right to terminate the Agreement without warning at the
8 discretion of the Director or designee, when CONTRACTOR has been accused
9 and/or found to be in violation of any County, State, or Federal laws and regulations.

10 E. The COUNTY may terminate this Agreement immediately due to a change in
11 status, delegation, assignment or alteration of the Agreement not consented to by
12 COUNTY.

13
14 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
15 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
16 of patients served under this Agreement. In the event of such termination, the
17 COUNTY may proceed with the work in any manner deemed proper to the
18 COUNTY.

19
20 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
21 may take one or more of the following actions as appropriate:

- 22 1. Temporarily withhold payments pending correction of the deficiency;
23
24 2. Disallow (that is deny funds) for all or part of the cost or activity not in
25 compliance; or,
26
27
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1 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
2 request repayment to COUNTY if any disallowance is rendered after audit
3 findings.

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

9 1. Stop all services under this Agreement on the date, and to the extent specified,
10 in the Notice of Termination;

11 2. Continue to provide the same level of care as previously required under the
12 terms of this Agreement until the date of termination;

13 3. If clients are to be transferred to another facility for services, furnish to
14 COUNTY, upon request, all client information and documents deemed
15 necessary by COUNTY to affect an orderly transfer;

16 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
17 consistent with the best interest of the clients' welfare;

18 5. Cancel outstanding commitments covering the procurement of materials,
19 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
20 shall exercise all reasonable diligence to accomplish the cancellation of
21 outstanding commitments required by this Agreement, which relate to personal
22 services. With respect to these canceled commitments, the CONTRACTOR
23 agrees to provide a written plan to Director (or his designee within thirty (30)
24 days for settlement of all outstanding liabilities and all claims arising out of
25
26
27
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1 such cancellation of commitments. Such plan shall be subject to the approval
2 or ratification of the COUNTY, which approval or ratification shall be final for
3 all purposes of this clause;

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

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

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

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

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

10 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
11 and are in addition to any other rights and remedies provided by law or under this
12 Agreement.
13

14 XXVIII

15 DISPUTE:

16 In the event of a dispute between a designee of the DIRECTOR and the
17 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
18 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
19 instances such as material non-compliance or audit disallowances or both, the
20 CONTRACTOR may file a written protest with the appropriate Program/Regional
21 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
22 under this Agreement during any dispute. The Program/Regional Administrator shall
23 respond to the CONTRACTOR in writing within ten (10) working days. If the
24 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
25 CONTRACTOR may file successive written protests up through the Department of
26
27
28

1 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
2 Each administrative level shall have twenty (20) working days to respond in writing to the
3 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
4 uphold the finding/decision.

5
6 XXIX

7 SEVERABILITY:

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

14
15 XXX

16 VENUE:

17
18 This Agreement shall be construed and interpreted according to the laws of the State
19 of California. Any action at law or in equity brought by either of the parties hereto for the
20 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
21 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
22 of law providing for a change of venue in such proceedings in any other COUNTY.

1 XXXI

2 NOTICES:

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

7 CONTRACTOR:

COUNTY:

8 ANKA BEHAVIORAL HEALTH, INC.
9 1850 GATEWAY BLVD., SUITE # 900,
10 CONCORD, CA 94520
11 ATTENTION: CHRIS WITHROW,
12 PRESIDENT/CEO

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

13 INFORMATIONAL COPY TO:

14 RIVERSIDE COUNTY
15 DEPARTMENT OF MENTAL HEALTH
16 ATTENTION: PROGRAM SUPPORT
17 P.O. BOX 7549
18 RIVERSIDE, CA 92513-7549

18 XXXII

19 MEETINGS:

20 As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory
21 all provider meeting as scheduled by the County Program Administrator/Manager or
22 Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at
23 Program Director level or above. Critical information and data is disseminated at these
24 meetings and will not be provided at any other time.
25
26
27
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Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

FORM MUST BE APPROVED BY SUPERVISOR – PLEASE ALLOW ONE WEEK FOR PROCESSING

RU MUST BE SET-UP THROUGH FISCAL SERVICES BEFORE THIS FORM CAN BE PROCESSED

<input type="checkbox"/> NEW PROVIDER/AGENCY	<input type="checkbox"/> TERMINATED CONTRACT	<input type="checkbox"/> EFFECTIVE DATE:
<input type="checkbox"/> CHANGE	Current Name:	New Name:

Submitted By:	Date:
Supervisor's Name:	Supervisor Phone #:

Section 1 – CONTRACTING PROVIDER

Contracting Provider Name:		<input type="checkbox"/> Facility	<input type="checkbox"/> Provider
Registration Date:	Federal Tax ID #:	<input type="checkbox"/> In Network	<input type="checkbox"/> Out of Network
Funding Source: Mental Health	Location:		
Primary Mailing Address Street:	Telephone:	Office Fax #:	
City: State: Zip: County:			
Billing Address Street:			
City: State: Zip: County:			

Checks Payable To:	City:	Zip:
Contact 1 Name:	Contact 1 Title:	Primary Phone:
Contact 2 Name:	Contact 2 Title:	Primary Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:

Facility NPI:	Is Program Handicap Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	Special Accommodations:

**Department of Mental Health – Management Information Services
Support Desk – (951) 358-4530**

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Section 2 – PERFORMING PROVIDER INFORMATION

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Practitioner Category

- 01 - ACSW (Associate Clinical Social Worker)
- 02 - BHS I (Behavioral Health Specialist I)
- 03 - BHS II (Behavioral Health Specialist II)
- 04 - BHS III (Behavioral Health Specialist III)
- 05 - BHS IV (Behavioral Health Specialist IV)
- 06 - CAC (Certified Addiction Counselor)
- 07 - CSA (Community Services Assistant)
- 08 - CSAC (Certified Substance Abuse Counselor)
- 09 - DO (Doctor of Osteopathy)
- 10 - Drug and Alcohol Counselor (AOD)
- 11 - EMSC II (Employment Services Counselor I)
- 12 - Intern
- 13 - LCSW (Licensed Clinical Social Worker)
- 14 - LMFT (Marriage & Family Therapist)
- 15 - LPT (Licensed Psych Tech)
- 16 - LVN I (Licensed Vocational Nurse I)
- 17 - LVN II (Licensed Vocational Nurse II)
- 18 - MD (Medical Doctor/Psychiatrist)
- 19 - MECON (Medical Consultant)
- 20 - MFTi (Marriage and Fam Ther Intern)
- 21 - MHSA (Mental Health Services Adm)
- 22 - MHSD (Mental Health Services Director)
- 23 - MHSM (Mental Health Services Prog Mgr)
- 24 - MHSMd (Mental Health Services Med Dir)
- 25 - MHSS A (Mental Health Services Supv A)
- 26 - MHSS B (Mental Health Services Supv B)
- 27 - MSW (Masters in Social Work)
- 28 - OT I (Occupational Therapist I)
- 29 - OT II (Occupational Therapist II)
- 30 - PhD (Doctor of Philosophy)
- 31 - PPART (Parent Partner)
- 32 - PPPS (Peer Planning and Policy Spec)
- 33 - PRADV (Patient's Rights Advocate)
- 34 - PSS (Peer Support Specialist)
- 35 - PSST (Peer Support Specialist Trainee)
- 36 - PsyD (Doctor of Psychology)
- 37 - RCOUNS (Rehabilitation Counselor)
- 38 - RN (Registered Nurse)
- 39 - RN II (Registered Nurse II)
- 40 - RN III (Registered Nurse III)
- 41 - RN IV (Registered Nurse IV)
- 42 - RN V (Registered Nurse V)
- 43 - SA II (Student Aid II)
- 44 - SPSS (Senior Peer Support Specialist)
- 45 - SRMHPS (Senior Mental Health Peer Spec)
- 46 - SSA (Social Services Assistant)
- 47 - SSP (Social Services Planner)
- 48 - SUPBHS (Supv Behavioral Health Spec)
- 49 - Unlicensed PhD/PsyD
- 50 - UW (Unlicensed Worker)
- 51 - LPCC (Licensed Prof Clinic Counselor)

Practitioner Categories For Coverage

- 01 - Associate Social Worker (Non-Licensed)
- 02 - Behavioral Health Specialist I
- 03 - Behavioral Health Specialist II
- 04 - Behavioral Health Specialist III
- 05 - Behavioral Health Specialist IV
- 06 - Child & Adolescent Psychiatrist
- 07 - Clinical Nurse Specialist (Masters Level)
- 08 - Community Service Assistant (CSA)
- 09 - Drug and Alcohol Counselor
- 10 - Employment Services Counselor (ESC) I
- 11 - Employment Services Counselor (ESC) II
- 12 - Licensed Clinical Social Worker (LCSW)
- 13 - Licensed Marriage Family Therapist, LMFT
- 14 - Licensed Profession Clinic Couns, LPCC
- 15 - Licensed Psychiatric Technician (PT)
- 16 - Licensed Vocation Nurse I (LVN I)
- 17 - Licensed Vocation Nurse II (LVN II)
- 18 - Marriage Fam Therapy Intern Unlicensed
- 19 - Mental Health Services Prog Mgr (MHSM)
- 20 - Mental Health Services Sup A (MHSS A)
- 21 - Mental Health Services Sup B (MHSS B)
- 22 - MFT Trainee/Social Worker Intern
- 23 - Nurse (RN)
- 24 - Occupational Therapist I
- 25 - Occupational Therapist II
- 26 - Parent Partner (PPART)
- 27 - Patient's Rights Advocate (PRADV)
- 28 - Peer Planning and Policy Special (PPPS)
- 29 - Peer Support Specialist
- 30 - Peer Support Specialist Trainee (PSST)
- 31 - Psychiatrist
- 32 - Psychiatrist Intern
- 33 - Psychologist (Licensed)
- 34 - Psychologist (Unlicensed)
- 35 - Psychologist Intern
- 36 - Registered Nurse, Psych /Mental Health
- 37 - Senior Mental Health Peer Spec(SRMHPS)
- 38 - Social Services Assistant (SSA)
- 39 - Student Aid I (SA I)
- 40 - Student Aid II (SA II)
- 41 - Supervising BHS
- 42 - Unlicensed Worker

EXHIBIT A

CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC.

The Adult Residential Treatment (ART) Program, as defined by California Code of Regulations Title 9, Division 1, section 1810.203, shall provide services in the mid-county (southwestern) area of Riverside COUNTY in a non-institutional, therapeutic community setting, based on the Recovery Model of values and principles for adults. The ART facility shall be certified by the State Department of Mental Health, and licensed as a Social Rehabilitation Residential Treatment Program and adult residential facility by Community Care Licensing division of Department of Public Social Services. The facility shall accommodate up to fifteen (15) mentally ill adult residents, who are between the ages of eighteen (18) and fifty-nine (59). The facility shall provide services twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

A. ADMISSION CRITERIA:

CONTRACTOR shall admit adult residents according to the following criteria:

1. Primary psychiatric diagnosis meeting COUNTY eligibility criteria, consistent with a severe and persistent mental illness, with or without and additional diagnosis of substance abuse, and functional incapacity that precludes independent self-care in the community. The majority of clients being admitted will be on LPS Conservatorship, but voluntary clients may be admitted.
2. Referred clients from COUNTY staff only. Referred clients shall typically be admitted during regular business hours, 8:00 am to 5:00 pm, Monday through Friday, but the facility will have the ability to admit clients seven (7) days a week.
3. Admit only ambulatory adult persons who are eighteen (18) to fifty-nine (59) years in age.
4. Admit only clients who have Medi-Cal, or Medicare and Medi-Cal.

- 1 5. The following persons shall NOT be admitted into the ART Program:
- 2 a. Persons needing to be involuntarily detained because they pose an
- 3 imminent danger to self or others (WIC 5150) or require a locked setting
- 4 due to grave disability.
- 5 b. Persons whose primary diagnosis is a substance abuse disorder, and who
- 6 do not exhibit a co-occurring mental health disorder requiring the use of
- 7 psychotropic medication.
- 8 c. Person's who have physical healthcare problems which require skilled
- 9 nursing care, except that the facility must have the ability to care for
- 10 insulin-dependent clients, who are eligible for admission.
- 11 d. Persons who do not have Medi-Cal.

12 B. ASSESSMENT AND SERVICE PLAN DEVELOPMENT

- 13 1. Individuals admitted to the ART Program shall receive a mental health
- 14 assessment and psychiatric assessment, including a screening for medical
- 15 conditions within 24 hours of admission normally, and in no case more than 72
- 16 hours after admission. This includes arranging for required health physical
- 17 (pursuant to CCL requirements and inclusive of required contagious disease
- 18 screenings and results).
- 19 2. Within 24 to 72 hours after admission, ART staff shall complete a Community
- 20 Functioning Evaluation of community living needs, and identify barriers to
- 21 discharge to the community.
- 22 3. Within 24 to 72 hours, ART staff shall develop a Wellness and Recovery
- 23 Service Plan establishing goals to be accomplished during the clients' stay in the
- 24 program. The service plan, which must include a discharge plan, will be
- 25 developed in collaboration with the client, RCDMH staff, and whenever
- 26 possible with the client's family or significant others (with client consent).
- 27 Service plans shall be updated as needed according to Medi-Cal requirements
- 28 during the clients' length of stay. The service plan will identify client strengths,

1 articulate client responsibilities, articulate family/support persons'
2 responsibilities (with client consent, and when family/support persons are
3 available) and reflect the client's goals.

- 4 4. Within 24 to 72 hours of admission, and with client consent, ART staff will
5 contact and involve the client's family and support persons. The service plan
6 will clearly identify family and support person's involvement in the client's care
7 whenever possible. When clients refuse to consent to family and significant
8 other's involvement in their treatment and discharge planning, ART staff will
9 document in the client's chart daily efforts to obtain that consent, until that
10 consent is obtained, or the client is discharged.

11 C. MEDICATION SERVICES

12 The CONTRACTOR shall assist clients in understanding the role of medication
13 in their recovery plan; explain the range of medication choices, provide education to
14 residents in the side effect profiles of medications, and how these side effects can be
15 managed. CONTRACTOR will obtain client informed consent to take medication.
16 Clients' questions and concerns about medication will be addressed and resolved
17 quickly and proactively to increase client self-responsibility for medication
18 management.

19 CONTRACTOR shall provide medications to all clients, as prescribed by a
20 licensed physician. CONTRACTOR shall make arrangements with a pharmacy to bill
21 Medicare and/or Medi-Cal directly for medication costs on behalf of all clients.

22 CONTRACTOR shall administer and monitor medication according to the
23 following requirements:

- 24 1. A licensed physician shall prescribe all medications;
25 2. Medications shall be taken voluntarily by clients, based on the physician's
26 orders and observed by CONTRACTOR staff.
27 3. Licensed nursing personnel may receive physician's orders over the telephone.
28 All physicians' orders received over the telephone shall be accurately and
clearly written on the client's chart and signed by the person receiving the

1 orders. All telephone orders shall be countersigned by a licensed physician
2 within seven (7) days from the time the telephone orders are issued.

- 3 4. Prior to the administration of medication, staff authorized to dispense
4 medication shall review the physician's orders to insure the correct name of
5 patient and medication, proper dosage, route of administration, and time of
6 administration.
- 7 5. Licensed staff dispensing medication shall document in the client's record the
8 name of the medication, dosage, route of administration, and time of
9 administration.
- 10 6. Licensed staff authorized to dispense medication shall also document in the
11 client's record their response to the medication and any side effects associated
12 with it. The prescribing physician shall be notified immediately if any side
13 effects occurred in response to medication.
- 14 7. All medications shall be securely locked in a designated storage area. The
15 storage area shall be close to running water so that staff can wash their hands
16 with soap and water before administering any medication to clients.
- 17 8. All Schedule II - V medications (controlled substance prescriptions) shall be
18 securely stored under a double lock system to prevent access by unauthorized
19 personnel. Schedule II - V medications shall be counted at the end of each shift.
20 At least two (2) staff, one (1) from each shift, will sign a Schedule II - V
21 medications log verifying the accuracy of the count. The CONTRACTOR shall
22 develop procedures to prevent and address any misuse or unexplained
23 disappearance of Schedule II - V medications. Furthermore, the
24 CONTRACTOR shall notify the RCDMH within 24 hours after discovering any
25 misuse or disappearance of Schedule II - V medications.
- 26 9. The CONTRACTOR shall make arrangements with a local pharmacy to receive
27 verbal and written medication orders from the physician(s) who has been
28 designated to provide psychiatric services to the clients in the facility.
10. The CONTRACTOR shall store medications in single unit doses if possible.
The CONTRACTOR shall ensure that sufficient medications are always

1 available to meet the needs of clients. At least a two-week supply of medication
2 shall be available for each client.

3 11. The CONTRACTOR shall provide two (2) weeks worth of medications at
4 discharge (unless discharge medications are contra-indicated).

5 12. All medication errors will be reported to the COUNTY'S program liaison as
6 part of the monthly performance report. Any serious medication error incidents
7 will be reported as an adverse incident (see below).

8 **D. THERAPEUTIC SERVICES**

9 CONTRACTOR shall provide the number and quality of trained staff to meet
10 the staffing standards of a certified and licensed Social Rehabilitation Adult
11 Residential Treatment (ART) Program. This program shall be certified by the State
12 Department of Mental Health as meeting Welfare and Institutions Code Division 4,
13 Part 1 Chapter 3, Article 4; Division 5, Part 2, Chapter 2.5, Article 1 § 5670 through
14 5671; and Title 9, Division 1, Chapter 3, article 3.5, § 531 through 535 of the
15 California Code of Regulations.

16 CONTRACTOR shall provide therapeutic services that reflect a commitment to
17 the recovery model, which optimizes client choice, positively reinforces client self-
18 care, independence and self-direction; instills hope and optimism towards recovery,
19 and celebrates client success. Program staff shall help clients identify and resolve
20 social and behavioral barriers to discharge, and optimize client's participation in, and
21 reintegration into the community.

22 Therapeutic services include, but are not be limited to:

- 23 1. Evaluation by a psychiatrist within 72 hours of admission.
24 2. Medication follow-up by psychiatrist as needed, but in no case less than once
25 every seven (7) days.
26 3. Provide Medi-Cal reimbursable services to assist clients in developing skills
27 that enable them to progress towards self-sufficiency and reside in less intensive
28 levels of care (i.e., board and care, room and board, living with family or
significant others, supportive housing or independent living).

- 1 4. Provide to clients crisis de-escalation, crisis intervention and supportive services
2 to prevent inpatient hospitalizations twenty-four (24) hours a day, seven (7)
3 days a week.
- 4 5. Therapeutic counseling and social rehabilitation individual and/or group
5 interventions shall include but not be limited to:
- 6 a. Assistance with Activities of Daily Living (ADLs) - Staff shall assist
7 and/or monitor residents with grooming, hygiene, care of personal
8 belongings, laundry, and keeping clean their personal and community
9 rooms.
- 10 b. Symptom Monitoring and Relapse Prevention - CONTRACTOR shall
11 determine specific signs of decomposition for each client and implement
12 a recovery plan that empowers client toward self-sufficiency that may
13 prevent or minimize relapse. The relapse prevention plan will be
14 mutually developed between client and staff. CONTRACTOR shall
15 educate clients in recognizing early signs of relapse, and methods of
16 relapse prevention. CONTRACTOR shall train and encourage clients to
17 use appropriate coping mechanisms to prevent relapse. The avoidance
18 of alcohol and drugs will be emphasized as a significant part of relapse
19 prevention.
- 20 c. Client Safety – CONTRACTOR shall provide close supervision and
21 insure the safety of all clients at all times. CONTRACTOR will develop
22 a plan to effectively manage clients who express thoughts of harming
23 themselves (and/or others).
- 24 d. Reassurance and Structure - CONTRACTOR shall know clients’
25 whereabouts at all times, and provide personal support, reassurance, and
26 redirection as needed. ART staff will insure client’s safety and
27 positively reinforce client progress and improvement.
- 28

- 1 e. Budgeting Assistance - CONTRACTOR shall assist clients in managing
2 their money, teach money management skills, and safeguard clients'
3 personal property during their residence in the program.
- 4 f. Daily exercise activities to enhance clients' physical well being
- 5 g. Health and sex education, including instruction regarding:
- 6 ▪ Nutrition and weight management
- 7 ▪ Personal hygiene
- 8 ▪ AIDS/STD's awareness and prevention, and contraception
- 9 h. Encourage and support family and support persons' involvement in
10 treatment planning, services and discharge planning, with client consent.
11 CONTRACTOR will document contact with family and support
12 persons, and will have contact with family/support persons a minimum
13 of weekly, or document why such contact is not possible or advisable.
- 14 i. Provide drug and alcohol recovery services, when appropriate, and
15 provide linkage and transportation to substance abuse programs, either
16 on-site, or in the community (e.g., AA, NA and COUNTY Drug and
17 Alcohol Services). Co-occurring disorders will be identified whenever
18 present, and treatment for these disorders will be provided.
- 19 j. Socialization skill building through:
- 20 ▪ Motivational interviewing and the installation of hope
- 21 ▪ Social relationship/communication skills
- 22 ▪ Community living skills, including plans for self-care in the
23 community personal responsibility and goal setting
- 24 ▪ Access to and cooperation with physical healthcare providers
- 25 ▪ Effective communication with service providers
- 26 ▪ Effective and supportive family and peer relationships
- 27 ▪ Substance abuse relapse prevention planning for when the client
28 returns to the community.

- 1 6. Assist clients in developing prevocational and vocational plans to achieve
2 gainful employment and/or perform volunteer work, when this is an identified
3 goal in the ART treatment plan.
- 4 7. Provide transportation to clients, including to Peer Support Center(s), physician
5 and other healthcare provider appointments, Social Security, Medi-Cal office,
6 Court appointments, AA/NA meetings, and similar community resources
7 consistent with the client's treatment and recovery plan.
- 8 8. Assist clients with applications for benefits, including Social Security
9 Disability, Medi-Cal and Medicare insurances, etc.
- 10 9. Help clients access medical and dental services as needed.

11 F. DISCHARGES

- 12 1. Planned Discharges: Clients shall normally be discharged in a planned,
13 coordinated manner, as determined and approved by RCDMH staff. The
14 discharge date will be established when the Treatment Team, including the
15 client, client's family/support persons (when available), and RCDMH staff
16 determines that the client is able to live at a less intensive level of care. The
17 ART staff shall assist with discharge placements by taking the resident to visit
18 potential placements, and by transporting the resident to the placement at time
19 of discharge.
- 20 2. CONTRACTOR shall notify law enforcement and public guardian immediately
21 if a client elopes from the facility, so a 5150 assessment can be done.
22 CONTRACTOR shall also notify the client's family, State of California
23 Department of Social Services Community Care Licensing, and RCDMH within
24 twelve (12) hours or the next business day under these circumstances.

25 G. DOCUMENTATION OF SERVICES

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

- 1 1. Individualized Service Plans - The CONTRACTOR will develop and maintain
2 an Individualized Service Plan identifying the treatment needs and recovery
3 goals of each client. The service plan will provide a description of recovery
4 goals and the methods and services that will be used to achieve those goals. The
5 service plan must be signed by the client, indicating agreement with the plan,
6 and signed by the family/support person(s) when feasible (with client consent).
7 If a client refuses to sign the ISP, staff will document this, and will continue to
8 seek client's agreement and signature every day until the client signs the
9 document.
10 11
- 12 2. Service Documentation - CONTRACTOR will maintain referrals, assessments,
13 progress notes, and any other documentation related to clients' care in
14 accordance with State and Federal standards and RCDMH policies. Service
15 documentation will provide information regarding each client's level of
16 involvement in the different treatment activities and his/her progress towards
17 the achievement of his/her treatment goals.
18 3. Medi-Cal reimbursable services will meet documentation standards of the
19 Center for Medicare/Medi-Cal Services (CMS) and Title 9, and be consistent
20 with RCDMH policies.
21 4. CONTRACTOR shall enter client information into the COUNTY's database,
22 following the COUNTY'S data entry protocol. COUNTY is responsible for
23 training CONTRACTOR staff regarding data entry protocol. CONTRACTOR
24 will enter episode opening and closing data at least once every 24 hours, and
25 complete entry prior to 4:00am, so that the data base can generate an accurate
26 daily census every day. Service entry will be completed within 3 days of the
27 service provided. In the absence of an automatic database generated census, the
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1 CONTRACTOR will provide an accurate daily census to RCDMH staff via
2 Internet prior to 6:00 am every day.

- 3 5. Adverse incident reports - The CONTRACTOR will document all adverse
4 incidents affecting the physical and emotional welfare of clients. Examples of
5 adverse incidents include, but are not limited to, serious physical harm to self or
6 others, serious destruction of property, elopements, etc. The CONTRACTOR
7 will notify RCDMH and Community Care Licensing within twenty-four (24)
8 hours of any serious adverse incidents affecting clients' welfare.
- 9 6. All clinical records must comply with Federal and State regulations, HIPAA,
10 and RCDMH policies and procedures. Records shall conform to the
11 requirements of the licensing authorities (State Department of Social Services
12 and State Department of Mental Health).
- 13 7. CONTRACTOR shall submit a monthly contract report to RCDMH, as outlined
14 by RCDMH, which summarizes CONTRACTOR activities.
- 15 8. Records maintained at the facility by CONTRACTOR on behalf of RCDMH are
16 the property of RCDMH.

17 H. GENERAL PROGRAM REQUIREMENTS

- 18 1. CONTRACTOR shall work cooperatively with RCDMH's regional manager,
19 contract monitor, program liaison, and RCDMH's other contracted staff, to
20 quickly and effectively respond to the needs and requests of RCDMH.
- 21 2. Fully cooperate with RCDMH's program liaison, and shall prepare and submit
22 monthly bills and monthly contract performance reports to RCDMH accurately
23 and within the requested time frames.
- 24 3. Submit to RCDMH Regional Manager by January 1 of each year any
25 recommendations or changes for next year's contract.
- 26 4. Work cooperatively with RCDMH and RCDMH's other contracted staff, and
27 community-based mental health, substance abuse and medical healthcare
28 providers.

- 1 5. Encourage client participation in the development, planning and daily operation
- 2 of treatment and rehabilitation services at the ART Program.
- 3 6. CONTRACTOR shall provide for special dietary needs and diets in accordance
- 4 with physician's orders.
- 5 7. CONTRACTOR shall plan and arrange for client's dental and medical care, and
- 6 provide transportation and assistance as needed or requested by RCDMH.
- 7 8. CONTRACTOR shall maintain living environments and facilities conducive to
- 8 quality care and treatment of persons disabled due to mental illness, including
- 9 ongoing maintenance, repair or replacement as needed of beds, linens, flooring,
- 10 paint, window coverings, fixtures, landscape, etc.
- 11 9. CONTRACTOR shall provide adequate accommodations for COUNTY staff to
- 12 meet with clients and clients' family/support persons. Such accommodations
- 13 must allow for confidentiality, privacy and safety.
- 14 10. CONTRACTOR shall agree to meet regularly with COUNTY staff to establish
- 15 treatment and case management services, wellness and recovery plans, and
- 16 discharge plans for the clients referred to the CONTRACTOR.
- 17 11. CONTRACTOR will maintain all records as required by Title 9 and Title 22 of
- 18 the California Code of Regulations; CFR 42; and HIPAA.

19 I. STAFFING AND STAFF TRAINING REQUIREMENTS

20 CONTRACTOR shall ensure that personnel are competent to provide the

21 services necessary to meet individual client needs, and employ staff in sufficient

22 numbers to meet such needs, including having sufficient number of bilingual (Spanish-

23 English) staff on duty at all times. Client-to-staff ratios shall be subject to the approval

24 of RCDMH and shall include sufficient trained personnel to ensure compliance with the

25 terms of the contract and licensing regulations. The CONTRACTOR will seek to

26 employ staff who identify as having life experience with recovery from mental health

27 disorders.

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1 J. CONTRACT PERFORMANCE MONITORING

2 CONTRACTOR shall participate in the RCDMH annual contract monitoring,
3 and more frequent program reviews as required by RCDMH. Any RCDMH Manager,
4 Supervisor, or staff person with proper identification shall be allowed to enter and
5 inspect the facility at any time.

6 CONTRACTOR will be assigned a designated RCDMH program liaison, and
7 shall be accountable to the program liaison. CONTRACTOR shall submit monthly
8 reports to the program liaison that include, but are not limited to, the following
9 information:

- 10 ■ Average length of stay for residents
- 11 ■ Discharge disposition
- 12 ■ Source of referral
- 13 ■ Daily facility census
- 14 ■ Service units (see below for details)
- 15 ■ Forwarding Address of all clients if available
- 16 ■ Current staffing roster and staffing schedule
- 17 ■ Medication errors (if any)
- 18 ■ Number and type of adverse incidents, safety violations, inspections or
19 investigations by Community Care Licensing (if any).
- 20 ■ Other reports or data as required by the program liaison.

21 A unit of service, for reporting purposes, shall be defined as the provision of
22 services as described in the Cost Reporting/Data Collection Manual of the State of
23 California Department of Mental Health (i.e., a 24 hour service unit is comprised of
24 treatment in a residential setting). The number of patient days billable includes the total
25 number of days a patient actually occupied a bed including either the first day of
26 admission or the day of discharge but not both (unless the entry and exit dates are the
27 same.) A unit of service for Medication support is based on staff minutes.
28

1 The monthly contract report will be delivered to the program liaison and
2 Regional Manager via the Internet in the form of an electronic document. Format of the
3 report will be developed jointly between CONTRACTOR and program liaison.

4 K. PERFORMANCE OUTCOMES:

5 The renewal of a contract between RCDMH and CONTRACTOR is contingent
6 upon the CONTRACTOR's ability to meet or exceed the following performance
7 outcomes:

- 8 1. CONTRACTOR will discharge 80% of the clients within one-hundred eighty
9 (180) days of admission.
- 10 2. CONTRACTOR will discharge 75% of admissions to a less restrictive living
11 situation.
- 12 3. CONTRACTOR shall maintain an overall 90% client satisfaction rating on their
13 customer satisfaction surveys. Client satisfaction shall be surveyed a minimum
14 of twice a year, using a format and procedures approved by the COUNTY.
- 15 4. COUNTY reserves the right to modify these Performance Outcomes with prior
16 notification to CONTRACTOR.
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19 L. DISASTER PREPAREDNESS

20 CONTRACTOR shall develop and update contingency plans to continue delivery
21 of services in the event of a man-made or natural disaster.

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EXHIBIT B - MENTAL HEALTH

LAWS, REGULATIONS AND POLICIES

Services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statutes or relevant sections therein:

FEDERAL

Americans with Disabilities Act – 1990 (42 U.S.C. §§ 12101 et seq.)

Title 42 of the Code of Federal Regulations

45 C.F.R Parts 160, 162 and 164

Drug-Free Workplace Act (DFWA) - 1990

HIPAA / HITECH Act - 2009

Labor Laws & Regulations (Labor and Workforce Development Agency)

National Voter Registration Act of 1993

Rehabilitation Act of 1973, § 504, Public Law 93-112

Title VI of the Civil Rights Act of 1964

42 U.S.C. §§ 1320d and 1320d-2

42 C.F.R. §438.608 (Program Integrity Requirements)

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

45 C.F.R. § 205.50

STATE

Mental Health Services – Welfare and Institutions Code § 5000 to 5914

Business and Professions Code

1 Laura's Law – Assembly Bill 1367
2 The California Child Abuse and Neglect Reporting Act (CANRA) 2013
3 Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.
4 Title 2, C.C.R. §§ 7285 et seq. (General Terms and Conditions)
5 Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
6 9 C.C.R. Division 1, Chapter 1, Subchapter 3, Article 3.5
7 Government Code § 12900 et seq.
8 Family Code, § 5200 (Child Support)
9 Government Code § 8350 et Seq. (Drug-Free Workplace Act of 1990)
10 Government Code § 26227 (Contracting with County)
11 Government Code § 8546.7 (Audits)
12 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
13 Welfare & Institution Code §§ 14100.2, 14705 and 14725
14 Welfare & Institution Code §§ 18350 et seq.
15 State Department of Health Care Services Publications
16 9 C.C.R. Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental
17 Services)
18 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
19 Welfare and Institutions Code 17608.05 (Maintenance of Effort)
20 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
21 Centers for Medicare and Medicaid Services Manual
22 Family Code § 5200 (Child Support)
23 22 C.C.R. Division 6 (Social Security, Licensing of Community Care Facilities) Welfare &
24 Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
25 22 C.C.R. Divisions 3 and 5

1 2 C.C.R. Division 9, Chapter 1

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

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

4 22 C.C.R. § 70707

5 Government Code § 7550 (Reports)

6 9 C.C.R. § 640 (Records)

7 9. C.C.R. § 1810.226 (State Department of Mental Health Plan)

8 Welfare and Institutions Code § 14132.47

9
10
11 COUNTY

12 Department of Mental Health Policies

13 Confidentiality Guidelines for Family / Social support Network – Policy 206

14 Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239

15 Health Privacy & Security – Board of Supervisors Policy B-23

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

17 Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

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

19 Cultural Competency Plan – Policy 162

20 Riverside County Mental Health Plan

21 Riverside County Mental Health Plan Provider Manual

22 Riverside County Mental Health “Psychotropic Medication Protocols for Children and
23 Adolescents” Publication

24 Riverside County Mental Health “Medication Guidelines” Publication

25 County and Departmental policies, as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC.
PROGRAM NAME: CRISIS HOSPITAL REGION – ART MID COUNTY
DEPARTMENT ID: 4100206215/74700/530280

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, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 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.
 One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, 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). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

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 X 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.

 X The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate, whichever is applicable; or customary charges (published rate), whichever is the lowest rate, less revenue collected.

 The final year-end settlement for Narcotics Treatment Program (NTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

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

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

 The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for FY 2015/2016 shall be \$754,000 subject to
3 availability of applicable Federal, State, local and/or COUNTY funds.

4 C. BUDGET:

5 Schedule I, and Schedule K when applicable, presents (for budgetary and
6 planning purposes only) the budget details pursuant to this Agreement.
7 Schedule I contains department identification number (Dept. ID), Program
8 Code, billable and non-billable mode(s) and service function(s), units, expected
9 revenues, maximum obligation and source of funding pursuant to this
10 Agreement. Where applicable, Schedule K contains line item budget by
11 expenditure category.

12 D. MEDI-CAL (M/C):

- 13 1. With respect to services provided to Medi-Cal beneficiaries,
14 CONTRACTOR shall comply with applicable Medi-Cal cost containment
15 principles where reimbursement is based on actual allowable cost,
16 approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary
17 charges (published rate), whichever rate is lower, as specified in Title 19
18 of the Social Security Act, Title 22 of the California Code of Regulations
19 and applicable policy letters issued by the State.
- 20 2. RCMAR is composed of Local Matching Funds and Federal Financial
21 Participation (FFP).

22 E. LOCAL MATCH REQUIREMENTS:

23 CONTRACTOR is required to make quarterly estimated EPSDT local match
24 payments to COUNTY based on 5% of the amount invoiced. Local match
25 requirement is subject to annual settlement.

26 F. REVENUES:

27 As applicable:

- 28 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
Welfare & Institutions Code, and as further contained in the State
Department of Health Care Services Revenue Manual, Section 1,
CONTRACTOR shall collect revenues for the provision of the services

1 described pursuant to Exhibit A. Such revenues may include but are
2 not limited to, fees for services, private contributions, grants or other
3 funds. All revenues received by CONTRACTOR shall be reported in
4 their annual Cost Report, and shall be used to offset gross cost.

- 5 2. CONTRACTOR shall be responsible for checking and confirming Medi-
6 Cal eligibility for its patient(s)/client(s) prior to providing and billing for
7 services in order to ensure proper billing of Medi-Cal.
- 8 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
9 Insurance, Medicare, or other third party benefits shall be determined
10 by the CONTRACTOR at all times for billing or service purposes.
11 CONTRACTOR shall pursue payment from all potential sources in
12 sequential order, with Medi-Cal as payor of last resort.
- 13 4. CONTRACTOR shall notify COUNTY of patient/client private insurance,
14 Medicare, or other third party benefits.
- 15 5. CONTRACTOR is to attempt to collect first from Medicare (if site is
16 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
17 program), then insurance and then first party. In addition,
18 CONTRACTOR is responsible for adhering to and complying with all
19 applicable Federal, State and local Medi-Cal and Medicare laws and
20 regulations as it relates to providing services to Medi-Cal and Medicare
21 beneficiaries.
- 22 6. If a client has both Medicare or Insurance and Medi-Cal coverage, a
23 copy of the Medicare or Insurance Explanation of Benefits (EOB) must
24 be provided to the COUNTY within thirty (30) days of receipt of the EOB
25 date.
- 26 7. CONTRACTOR is obligated to collect from the client any Medicare co-
27 insurance and/or deductible if the site is Medicare certified or if provider
28 site is in the process of becoming Medicare certified or if the provider is
enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal
Share of Cost amount(s) with the State. CONTRACTOR is obligated to
attempt to collect the cleared Share of Cost amount(s) from the client.

1 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
2 Share of Cost(s) within seventy two (72) hours (excluding holidays) of
3 the CONTRACTOR'S received notification from the State.
4 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
5 Share of Cost documentation to fax number (951) 955-7361 OR to your
6 organization's appropriate COUNTY Region or Program contact.
7 Patients/clients with share of cost Medi-Cal shall be charged their
8 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
9 clients will be responsible for any co-insurance and/or deductible for
10 services rendered at Medicare certified sites.

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

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G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate 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.
3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

1 H. RECOGNITION OF FINANCIAL SUPPORT:

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

5 I. PAYMENT:

- 6 1. Monthly reimbursements may be withheld and recouped at the discretion
7 of the Director or its designee due to material Agreement non-
8 compliance, including overpayments as well as adjustments or
9 disallowances resulting from the COUNTY Contract Monitoring Team
10 Review (CMT), COUNTY Program Monitoring, Federal or State Audit,
11 and/or the Cost Report Reconciliation/Settlement process.
- 12 2. In addition, if the COUNTY determines that there is any portion (or all) of
13 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
14 proven to be valid in any way for any fiscal year, then the COUNTY
15 reserves the right to disallow payments to CONTRACTOR until proof of
16 any items billed for is received, verified and approved by the COUNTY.
- 17 3. In addition to the annual CMT, Program Monitoring, and Cost Report
18 Reconciliation/Settlement processes, the COUNTY reserves the right to
19 perform impromptu CMTs without prior notice throughout the fiscal year
20 in order to minimize and prevent COUNTY and CONTRACTOR loss and
21 inaccurate billing/reports. The COUNTY, at its discretion, may withhold
22 and/or offset invoices and/or monthly reimbursements to
23 CONTRACTOR, at any time without prior notification to CONTRACTOR,
24 for service deletes and denials that may occur in association with this
25 Agreement. COUNTY shall notify CONTRACTOR of any such instances
26 of services deletes and denials and subsequent withholds and/or
27 reductions to CONTRACTOR invoices or monthly reimbursements.
- 28 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
CONTRACTOR shall be paid in arrears based upon either the actual
units of service provided and entered into the COUNTY'S specified
Electronic Management Information System (MIS), or on a one-twelfth

1 (1/12th) monthly basis, or based upon the actual cost invoice by
2 expenditure category, as specified in Paragraph A-1 above.

- 3 1. CONTRACTOR will be responsible for entering all service related
4 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)
5 on a monthly basis and approving their services in the MIS for
6 electronic batching (invoicing) and subsequent payment.
- 7 2. CONTRACTOR is required to enter all units of service into the
8 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar
9 day following the date of service. Late entry of services into the
10 COUNTY'S MIS may result in financial and/or service denials
11 and/or disallowances to the CONTRACTOR.
- 12 3. CONTRACTOR must also submit to the COUNTY a signed
13 Program Integrity Form (PIF) (attached as Exhibit C,
14 Attachment A) signed by the Director or authorized designee of
15 the CONTRACTOR organization. This form must be faxed and/or
16 emailed (PDF format only) to the COUNTY at (951) 358-4792,
17 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
18 PIF form must be received by the COUNTY via fax and/or email
19 for the prior month no later than 5:00 p.m. on the fifth (5th)
20 calendar day of the current month.
- 21 4. Services entered into the MIS more than 60 calendar days after
22 the date of service without prior approval by the COUNTY may
23 result in financial and/or service denials and/or disallowances to
24 the CONTRACTOR.
- 25 5. In addition to entering all service related data into the COUNTY'S
26 MIS and the submission of a signed Program Integrity Form (PIF),
27 contracts reimbursed based on a Schedule K as specified in
28 Paragraph A-1 above are required to submit a monthly invoice for
the actual cost of services provided, per expenditure category, as
identified on Schedule K.

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6. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial

1 statement and applicable supporting documentation to reconcile to the
2 Cost Report within one of the length of times as follows and as indicated
3 below by an "X":

4 _____ Thirty (30) calendar days following the end of each fiscal year
5 (June 30th), or the expiration or termination of the Agreement,
6 whichever occurs first.

7 X Forty-five (45) calendar days following the end of each fiscal
8 year (June 30th), or the expiration or termination of the
9 Agreement, whichever occurs first.

10 _____ Seventy-Five (75) calendar days following the end of each fiscal
11 year (June 30th), or the expiration or termination of the
12 Agreement, whichever occurs first.

- 13 2. The Cost Report shall detail the actual cost of services provided. The
14 Cost Report shall be provided in the format and on forms provided by the
15 COUNTY.
- 16 3. CONTRACTOR shall follow all applicable Federal, State and local
17 regulations and guidelines to formulate proper cost reports, including but
18 not limited to OMB-circular A-122 and OMB-circular A-87.
- 19 4. It is mandatory that the CONTRACTOR send one representative to the
20 COUNTY'S annual cost report training that covers the preparation of the
21 year-end Cost Report. The COUNTY will notify CONTRACTOR of the
22 date(s) and time(s) of the training. Annual attendance at the training is
23 mandatory in order to ensure that the Cost Reports are completed
24 appropriately. Failure to attend this training will result in delay of any
25 reimbursements to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
27 Report has not been received within the specified length of time as
28 indicated in Section I, 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

1 deadlines or extensions will immediately result in the withholding of
2 future monthly reimbursements.

- 3 6. The Cost Report shall serve as the basis for year-end settlement to
4 CONTRACTOR including a reconciliation and adjustment of all
5 payments made to CONTRACTOR and all revenue received by
6 CONTRACTOR. Any payments made in excess of Cost Report
7 settlement shall be repaid upon demand, or will be deducted from the
8 next payment to CONTRACTOR.
- 9 7. All current and future payments to CONTRACTOR will be withheld by
10 the COUNTY until all final, current and prior year Cost Report(s) have
11 been reconciled, settled and signed by CONTRACTOR, and received
12 and approved by the COUNTY.
- 13 8. CONTRACTOR shall report Actual Costs separately, if deemed
14 applicable and as per CONTRACTOR'S Schedule I, to provide
15 Agreement Client Ancillary Services, Prescriptions, Health Maintenance
16 Costs, and Flexible funding costs under this Agreement on the annual
17 cost report. Where deemed applicable, Actual Costs for Indirect
18 Administrative Expenses shall not exceed the percentage of cost as
19 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

20 K. BANKRUPTCY:

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

27 L. AUDITS:

- 28 1. CONTRACTOR agrees that any duly authorized representative of the
Federal Government, the State or COUNTY shall have the right to
audit, inspect, excerpt, copy or transcribe any pertinent records and

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documentation relating to this Agreement or previous Agreements in previous years.

2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
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 the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.
4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

1 M. TRAINING:

2 CONTRACTOR understands that as the COUNTY implements its current MIS
3 to comply with Federal, State and/or local funding and service delivery
4 requirements, CONTRACTOR will, therefore, be responsible for sending at
5 least one representative to receive all applicable COUNTY training associated
6 with, but not limited to, applicable service data entry, client registration, billing
7 and invoicing (batching), and learning how to appropriately and successfully
8 utilize and/or operate the current and/or upgraded MIS as specified for use by
9 the COUNTY under this Agreement. The COUNTY will notify the
10 CONTRACTOR when such training is required and available.

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Rev. 15/16

**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
ANKA ART -MID CTY- 000316**

SCHEDULE I

FY 2015/2016

CONTRACT PROVIDER NAME: **ANKA BEHAVIORAL HEALTH, INC.** REVISION DATE: 5/28/2015

REGION: **CRISIS HOSPITAL**
MONTHLY REIMBURSEMENT: **PER EXHIBIT C - A.1**
YEAR END SETTLEMENT: **ACTUAL COST**
DEPT ID/PROGRAM: **4100206215-74700-530280 - MHSA ANKA-ART-MID COUNTY SYSTEM RU NUMBER: 33ANN1 & 33ANN2**

	33ANN1	33ANN2		33ANN1		
SYSTEM RU NUMBER:						
TYPE of MODALITY	Adult Residential	Medication Support		Board & Care	TOTAL	
MODE OF SERVICE:	05	15		60		
SERVICE FUNCTION:	65	60		40		
PROCEDURE CODE:	160	10-14 Min - 99212MD 15-24 Min - 99213MD 25-39 Min - 99214MD 40-240 Min - 99215MD		190		
UNITE TYPE:	Client Day	Staff Minute		Actual Cost		
NUMBER OF UNITS:	5,110	14,512		N/A		
COST PER UNIT:	\$133.87	\$4.82		\$1.00		
GROSS COST:	\$684,051	\$69,949		\$147,180	\$901,180	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0		\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0		\$0	\$0	
C. OTHER PATIENT ROOM & BOARD FEES	\$0	\$0		\$147,180	\$147,180	
TOTAL CONTRACTOR REVENUES	\$0	\$0		\$147,180	\$147,180	
LESS MEDI-CAL/FFP	\$0	\$0		\$0	\$0	
MAXIMUM OBLIGATION	\$684,051	\$69,949		\$0	\$754,000	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. REVENUE	\$342,026	\$34,975		\$0	\$377,000	50.00%
B. FEDERAL FUNDS	\$0	\$0		\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0		\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0		\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0		\$0	\$0	0.00%
F. OTHER: MHSA	\$342,026	\$34,975		\$0	\$377,000	50.00%
TOTAL (SOURCES OF FUNDING)	\$684,051	\$69,949		\$0	\$754,000	100.00%

FUNDING SOURCES DOCUMENT: CLIB FY 2014/2015

STAFF ANALYST SIGNATURE: *Kela Lopez* DATE: 28-May-15

FISCAL SERVICES SIGNATURE: *Carli Maller* DATE: 5/28/15

ADMINISTRATIVE SERVICES OFFICER SIGNATURE: *Paul Gray* DATE: 5/28/15

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 careplan 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: _____