

NTY OF RIVERSIDE
ARTMENT 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, and Schedule I or K attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: *Chris Withrow*
Chris Withrow / President & CEO
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: *GP* 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 A. Reimbursement

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

25 B. Restrictions On Salaries
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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
6 1352, and which exceeds \$100,000 at any tier, shall file a certification
7 (in the form set forth in by the COUNTY), consisting of one page,
8 entitled "Certification Regarding Lobbying" that the recipient has not
9 made, and will not make, any payment prohibited by sub-section B of
10 this 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

22 (v) All disclosure forms (but no certifications) shall be forwarded from
23 tier to tier until received by the entity referred to in Paragraph 1(a)
24 of this provision. The CONTRACTOR shall forward all disclosure
25
26
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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
5 may be expended to pay any person influencing or attempting to influence an officer
6 or 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
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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.

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 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
22 to have access to all COUNTY consumers, to collaborate with treating staff, and to
23 review necessary documents to ensure that the consumer has received all necessary
24 assessments, all necessary treatment planning with measurable goals, and
25 documented progress towards goals.
- 26
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 non-compliance.
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 3. If the COUNTY determines CONTRACTOR has failed to implement
17 corrective action, funds may be withheld until compliance is achieved.
18

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

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.
27
28

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

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

15 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
16 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
17 report summarizing the results of the site visit. If discrepancies are noted during the
18 Contract Monitoring, a Corrective Plan of Action will be submitted by
19 CONTRACTOR within thirty (30) calendar days of receipt of the report.
20 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in
21 withholding of payment until the Corrective Plan of Action is received.
22
23

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

1
2 STATUS OF CONTRACTOR:

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

1 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
2 made against COUNTY based upon any contention by a third party that an
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
24 VI

25 ADMINISTRATIVE CHANGE IN STATUS:

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
10 VII

11 DELEGATION AND ASSIGNMENT:

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

11 IX

12 LICENSES:

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

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

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

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
6 A. Workers' Compensation

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 B. 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. Fidelity Bond

26 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the
27 maximum Agreement amount. Such coverage shall protect against all loss of money,
28

1 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and
2 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly
3 handle or have responsibility for such money, securities or property. The COUNTY and
4 its Agents shall be named as a Loss Payee as its interests may appear. This insurance
5 shall include third party fidelity coverage, include coverage for loss due to theft,
6 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement
7 for an arrest and/or conviction.
8

9 D. Vehicle Liability

10 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile
11 equipment used in the performance of the obligations under this Agreement in an amount
12 not less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this Agreement or be no
14 less than two (2) times the occurrence limit. Policy shall name the COUNTY as
15 Additional Insured.
16

17 E. Professional Liability

18 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
19 CONTRACTOR'S performance of work included within this Agreement, with a limit of
20 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
21 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis
22 rather than on an 'occurrence' basis, such insurance shall continue through the term of this
23 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
24 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)
25 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
26
27
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1 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
2 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
3 CONTRACTOR has maintained continuous coverage with the same or original insurer.
4 Coverage provided under this section shall continue for a period of five (5) years beyond
5 the termination of this Agreement.
6

7 F. General Insurance Provisions - All Lines

- 8 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
9 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
10 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
11 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
12 waiver is only valid for that specific insurer and only for one policy term.
13
- 14 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
15 self-insured retentions. If such deductibles or self-insured retentions exceed
16 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
17 written consent of the COUNTY Risk Manager before the commencement of
18 operations under this Agreement. Upon notification of deductibles or self insured
19 retentions which are deemed unacceptable to the COUNTY, at the election of the
20 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
21 eliminate such deductibles or self-insured retentions with respect to this Agreement
22 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
23 related investigations, claims administration, defense costs and expenses.
24
- 25 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
26 Riverside with 1) a properly executed original Certificate(s) of Insurance and
27
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1 certified original copies of Endorsements effecting coverage as required herein; or,
2 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
3 original Certified copies of policies including all Endorsements and all attachments
4 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
5 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
6 provide no less than thirty (30) days written notice be given to the County of
7 Riverside prior to any material modification or cancellation of such insurance. In the
8 event of a material modification or cancellation of coverage, this Agreement shall
9 terminate forthwith, unless the County of Riverside receives, prior to such effective
10 date, another properly executed original Certificate of Insurance and original copies
11 of endorsements or certified original policies, including all endorsements and
12 attachments thereto evidencing coverage and the insurance required herein is in full
13 force and effect. Individual(s) authorized by the insurance carrier to do so on its
14 behalf shall sign the original endorsements for each policy and the Certificate of
15 Insurance. Certificates of insurance and certified original copies of Endorsements
16 effecting coverage as required herein shall be delivered to Riverside County
17 Department of Mental Health, P.O. Box 7549, Riverside, CA 92513-7549,
18 Contracts Division. CONTRACTOR shall not commence operations until the
19 County of Riverside has been furnished original Certificate(s) of Insurance and
20 certified original copies of endorsements or policies of insurance, including all
21 endorsements and any and all other attachments as required in this Section.
22
23
24
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26 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
27 insurance company(s), that the Certificate(s) of Insurance and policies shall so
28

1 covenant and shall be construed as primary insurance, and the COUNTY'S
2 insurance and/or deductibles and/or self-insured retentions or self-insured programs
3 shall not be construed as contributory.

4 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
5 tiers of subcontractors working under this Agreement.

6
7 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
8 constitute a material breach of the Agreement upon which COUNTY may
9 immediately terminate or suspend this Agreement.

10 XII

11 LIMITATION OF COUNTY LIABILITY:

12
13 Notwithstanding any other provision of this Agreement, the liability of COUNTY
14 shall not exceed the amount of funds appropriated in the support of this Agreement by the
15 California Legislature.

16 XIII

17 WARRANTY AGAINST CONTINGENT FEES:

18
19 CONTRACTOR warrants that no person or selling agency has been employed or
20 retained to solicit or secure this Agreement upon any agreement or understanding for any
21 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
22 bona fide established commercial or selling agencies maintained by CONTRACTOR for
23 the purpose of securing business. For CONTRACTOR'S breach or violation of this
24 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
25 consideration, or otherwise recover, the full amount of such commission, percentage,
26 brokerage, or contingent fee.
27
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XIV

NON-DISCRIMINATION:

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, national origin, age, sexual preference, marital status, physical, sensory, cognitive or mental disabilities. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual preference, marital status or physical, sensory, cognitive or mental disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the

1 notice in conspicuous places available to employees and applicants for
2 employment.

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

8 B. Services, Benefits, and Facilities

- 9 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
10 Subcontractors shall not unlawfully discriminate in the provision of services
11 because of race, religion, color, creed, gender, national origin, age, sexual
12 preference, marital status, or physical, sensory, cognitive, or mental disability
13 as provided by state and federal law and in accordance with Title VI of the
14 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975
15 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
16 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);
17 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;
18 provisions of the Fair Employment and Housing Act and regulations
19 promulgated hereunder (Government Code Section 12900 et. seq.) and 2
20 C.C.R. Section 7285.0 et seq.); Government Code Section 11135 et. seq.; and 9
21 C.C.R. Section 10800 et. seq.
22
23
24
25 2. For the purpose of this Agreement, discrimination on the basis of race,
26 religion, color, creed, gender, national origin, age, marital status, sexual
27 preference, or physical, sensory, cognitive, or mental disability includes, but is
28

1 not limited to, the following: denying an otherwise eligible individual any
2 service or providing benefit which is different, or is provided in a different
3 manner or at a different time, from that provided to others under this
4 Agreement; subjecting any otherwise eligible individual to segregation or
5 separate treatment in any matter related to the receipt of any services;
6 restricting an otherwise eligible individual in any way in the enjoyment of any
7 advantages or privilege enjoyed by others receiving any services or benefit;
8 and/or treating any individual differently from others in determining whether
9 such individual satisfied any admission, enrollment, eligibility, membership, or
10 other requirement or condition which individuals must meet in order to be
11 provided any service or benefit.
12

- 13
- 14 3. CONTRACTOR shall further establish and maintain written procedures under
15 which any person, applying for or receiving services hereunder, may seek
16 resolution from CONTRACTOR of a complaint with respect to any alleged
17 discrimination in the provision of services by CONTRACTOR'S personnel.
18 Such procedures shall also include a provision whereby any such person, who
19 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred
20 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the
21 purpose of presenting his or her complaint of alleged discrimination. Such
22 procedures shall also indicate that if such person is not satisfied with
23 COUNTY'S resolution or decision with respect to the complaint of alleged
24 discrimination, he or she may appeal the matter to the California Department
25
26
27
28

1 of Health Care Services (DHCS). CONTRACTOR will maintain a written log
2 of complaints for a period of seven (7) years.

3 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
4 Division 1 of the California Code of Regulations (C.C.R.). CONTRACTOR
5 will store and dispense medications in compliance with all applicable State and
6 Federal laws and regulations and COUNTY'S "Medication Guidelines,"
7 available from the COUNTY Quality Improvement – Outpatient Division.

8
9 5. A completed ADA/504 Self-Evaluation (Access to Services) Plan, including a
10 Checklist for Accessibility must be submitted as a part of the application
11 process requirement for contracting.

12
13 6. CONTRACTORS that relocate must find space that is accessible.
14 CONTRACTORS that renovate their existing space must meet accessibility
15 standards in order to maintain funding, certification or licensure.

16
17 7. CONTRACTORS that are not currently accessible to people with disabilities
18 must have a written and posted referral policy and plan developed in
19 conjunction with the county mental health program administration and
20 consumers must be provided with a copy of this policy.

21
22 8. Existing facilities must provide a current written ADA/504 (Access to
23 Services) Plan to the County at each renewal, including a current Disability
24 Admission and Referral Policy developed in conjunction with the County
25 Mental Health Administration.

26 XV

27 PERSONS WITH DISABILITIES:

1 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
2 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable
3 Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part
4 84), and all guidelines and interpretations issued pursuant thereto. No qualified person
5 with a disability shall, on the basis of their disability be excluded from participation, be
6 denied the benefits of, or otherwise be subjected to discrimination under any program,
7 service activity or employment opportunity provided by programs licensed or certified
8 under this Agreement.
9

10 XVI

11 REPORTS:

- 12
- 13 A. CONTRACTOR shall participate in the COUNTY'S Management Information
14 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
15 shall report to the program, applicable client and staff related data regarding the
16 CONTRACTOR'S program by the fifth (5th) working day of the following month.
17
- 18 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
19 as specified and/or required by the COUNTY, State Department of Mental Health and
20 Federal guidelines. COUNTY may provide additional instructions on reporting
21 requirements.
22
- 23 C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9
24 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the
25 CONTRACTOR shall make a telephonic report to the State department licensing staff
26 (hereinafter "State") within one (1) working day. The telephonic report is to be
27 followed by a written report to the COUNTY within twenty-four (24) hours of the
28

1 incident and within seven (7) days of the event to the State. If a report to local
2 authorities exists which meets the requirements cited, a copy of such a report will suffice
3 for the written report required by the State.

4 1. Events reported shall include:

- 5 a. Death of any resident from any cause;
- 6 b. Any facility related injury of any resident which requires medical treatment;
- 7 c. All cases of communicable disease reportable under 17 C.C.R. Section 2502
8 shall be reported to the local health officer in addition to the State;
- 9 d. Poisonings;
- 10 e. Catastrophes such as flooding, tornado, earthquake or any other natural
11 disaster; and,
- 12 f. Fires or explosions which occur in or on the premises.

13 2. Information provided shall include the following:

- 14 a. Residents' name, age, sex, and date of admission;
- 15 b. Date, time and nature of the event;
- 16 c. Attending physician's name, findings and treatment, if any; and,
- 17 d. The items below shall be reported to the State within ten (10) working days
18 following the occurrence.
 - 19 (i) The organizational changes specified in Section 10531(a) of this
20 subchapter;
 - 21 (ii) Any change in the licensee's or applicant's mailing address; and,
 - 22 (iii) Any change of the administrator of the facility. Such notification shall
23 include the new administrator's name, address and qualifications.

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

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

11 COUNTY shall provide instructions on the reporting requirements as required herein.

12 F. As Mental Health and/or Substance Use service providers and funding recipients, under
13 the State Charitable Choice requirements, CONTRACTOR must adhere to the
14 following:
15

- 16 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
17 alternative services if, when and where applicable;
- 18 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where
19 applicable; and
- 20 3. Fund and/or provide alternative service if, when and where applicable. Alternative
21 services are services determined by the State to be accessible, comparable, and
22 provided within a reasonable period of time from another Mental Health and/or
23 Substance Use provider (or alternative provider if, when and where applicable) to
24 which the client has no objection.
25
26
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XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

XVIII

CONFIDENTIALITY:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (ELMR) in accordance with WIC Sections 14100.2 and 5328 et seq, 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., (the Health Insurance Portability and Accountability Act of 1996) as well as the corresponding regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The

1 CONTRACTOR shall not use identifying information for any purpose other than
2 carrying out the CONTRACTOR'S obligations under this Agreement.

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

9
10 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
11 beneficiaries for copies of bills or other documents, CONTRACTOR will provide the
12 COUNTY with a copy of any document released as a result of such request, and will
13 provide the name, address and telephone number of the requesting party.

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

21
22 E. Notification of Electronic Breach or Improper Disclosure

23
24 During the term of this Agreement, CONTRACTOR shall notify COUNTY,
25 immediately upon discovery of any breach of Protected Health Information (PHI)
26 and/or data where the information and/or data is reasonably believed to have been
27 acquired by an unauthorized person. Immediate notification shall be made to the
28

1 COUNTY Mental Health Compliance Officer within two (2) business days of
2 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective
3 action to cure any deficiencies and any action pertaining to such unauthorized
4 disclosures as required by applicable Federal, State and or County laws and
5 regulations. The CONTRACTOR shall investigate such breach and provide a written
6 report of the investigation to the COUNTY Mental Health Compliance Officer,
7 postmarked within thirty (30) working days of the discovery of the breach to the
8 address as follows:
9

10 Attention: Mental Health Compliance Officer

11 Riverside County Department of Mental Health

12 P.O. Box 7549

13 Riverside, CA 92513

14
15 If the security breach requires notification under Civil Code section 1798.82,
16 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
17 to such unauthorized disclosure required by applicable, Federal, State and/or County
18 laws and regulations.
19

20 F. Safeguards

21 The CONTRACTOR shall implement administrative, physical, and technical
22 safeguards that reasonably and appropriately protect the confidentiality, integrity,
23 and availability of the Protected Health Information (PHI), included electronic PHI,
24 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
25 prevent use or disclosure of PHI other than as provided for by this Agreement. In
26 addition, CONTRACTOR shall develop and maintain a written information privacy.
27
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1 and security program that includes administrative, technical and physical safeguards
2 appropriate to the size and complexity of the CONTRACTOR's operations and the
3 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
4 with a copy of information outlining such safeguards that are developed and
5 implemented by the CONTRACTOR upon thirty (30) days written request by the
6 COUNTY.
7

8 G. The CONTRACTOR shall implement strong access controls and other security
9 safeguards and precautions as noted in the following to restrict electronic and
10 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized
11 users only. The CONTRACTOR shall enforce the following administrative and
12 technical password controls on all systems used to process or store confidential,
13 personal, or sensitive data:
14

15 1. Passwords must not be:

16 a. Shared or written down where they are accessible or recognizable by anyone
17 else, such as taped to computer screens, stored under keyboards, or visible
18 in a work area;
19

20 b. A dictionary word; and,

21 c. Stored in clear text;
22

23 2. Passwords must be:

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

25 b. Changed every 90 days;

26 c. Changed immediately if revealed or compromised; and,
27
28

1 d. Composed of characteristics from at least three of the following four groups
2 from the standard keyboard:

- 3 (i) Upper Case letter (A-Z);
4 (ii) Lower case letters (a-z);
5 (iii) Arabic numerals (0 through 9); and
6 (iv) Non-alphanumeric characters (punctuation symbols).
7

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

- 11 1. Network-based firewall and/or personal firewall;
12 2. Continuously updated anti-virus software; and,
13 3. Patch management process including installation of all operating
14 system/software vendor security patches.
15

16 I. The CONTRACTOR shall utilize a commercial encryption solution that has
17 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
18 data stored on portable electronic media (including, but not limited to, CDs and
19 thumb drives) and on portable computing devices (including, but not limited to,
20 laptop and notebook computers). The CONTRACTOR shall not transmit
21 confidential, personal, or sensitive data via-e-mail or other internet transport
22 protocol unless the data is encrypted by a solution that has been validated by the
23 National Institute of Standards and Technology (NIST) as conforming to the
24 Advanced Encryption Standard (AES) Algorithm or Triple DES.
25

26 I. Mitigation of Harmful Effects
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1 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
2 that is known to CONTRACTOR of a use or disclosure of PHI by
3 CONTRACTOR or its subcontractors in violation of the requirements of these
4 Provisions.

5
6 2. Employee Training and Discipline

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

13
14 3. Disclaimer

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

22
23
24 4. Interpretation

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

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

3 CONTRACTOR shall require all its officers, employees, associates, and agents
4 providing services hereunder to acknowledge, in writing, understanding of and
5 agreement to comply with all confidentiality provisions as set forth in this
6 Agreement.
7

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

15 XIX

16 RECORDS/INFORMATION AND RECORD RETENTION:

17 All records shall be available for inspection by the designated auditors of COUNTY, State
18 Department of Justice, State DHCS, U.S. Department of Health and Human Services and
19 the U.S Office of the Inspector General at reasonable times during normal business hours.
20

21 Records include, but are not limited to all physical and electronic records originated or
22 prepared pursuant to the performance under this Agreement including, but not limited to,
23 working papers, reports, financial records or books of account, medical records,
24 prescription files, subcontracts, any and other documentation pertaining to medical and
25 non-medical services for clients. Upon request, at any time during the period of this
26 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the
27
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1 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of
2 the Inspector General for a period of three (3) years after final payment under the
3 Agreement.

4 A. Medical/Client Records

5 CONTRACTOR shall adhere to the licensing authority, the State Department of
6 Social Services, DHCS and Medi-Cal documentation standards, as applicable.
7 CONTRACTOR shall maintain adequate medical records on each individual patient
8 which includes at a minimum, a client care plan, diagnostic procedures, evaluation
9 studies, problems to be addressed, medications provided, and records of service
10 provided by the various personnel in sufficient detail to make possible an evaluation
11 of services, including records of patient interviews and progress notes.
12
13

14 B. Financial Records

15 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
16 of each type of service for which payment is claimed. Any apportionment of costs
17 shall be made in accordance with generally accepted accounting principles and shall
18 evidence proper audit trails reflecting the true cost of the services rendered.
19 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
20 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
21 required by the DIRECTOR, or his designee, and the State of California. All such
22 records shall be available for inspection by the designated auditors of COUNTY or
23 State at reasonable times during normal business hours.
24
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26 C. Financial Record Retention
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1 Appropriate financial records shall be maintained and retained by CONTRACTOR
2 for at least five (5) years or, in the event of an audit exception and appeal, until the
3 audit finding is resolved, whichever is later.

4 D. Patient/Client Record Retention

5 Patient/Client records shall be maintained and retained by CONTRACTOR for a
6 minimum of seven (7) years following discharge of the client. Records of minors
7 shall be kept for seven (7) years after such minor has reached the age of eighteen
8 (18) years. Thereafter, the client file is retained for seven (7) years after the client
9 has been discharged from services.
10

11 E. Shared Records/Information

12 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
13 information policy, which allows for sharing of client records and information
14 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
15 shall not release these client records or information to a third party without a valid
16 authorization.
17

18 F. Client Records

19 COUNTY is the owner of all patient care/client records. In the event that the
20 Agreement is terminated, the CONTRACTOR is required to prepare and box the
21 client medical records so that they can be archived by the COUNTY, according to
22 the procedures developed by the COUNTY. The COUNTY is responsible for taking
23 possession of the records and storing them according to regulatory requirements. The
24 COUNTY is required to provide the CONTRACTOR with a copy of any medical
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1 record that is requested by the CONTRACTOR, as required by regulations, at no
2 cost to the CONTRACTOR, and in a timely manner.

3 G. Records Inspection

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

22 CONTRACTOR shall comply with the staffing expectations as required by state
23 licensing requirements and as may be additionally described in Exhibit A. Such personnel
24 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
25 accordance with the WIC Section 5751.2, the requirements set forth in 9 C.C.R., the
26 Business and Professions Code, State DHCS policy letters, and any amendments thereto.
27
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1 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
2 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
3 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
4 acknowledges all its officers, board members, employees, associates, and agents providing
5 services hereunder are eligible for reimbursement for said services by their exclusion from
6 the Federal "List of Excluded Parties" registry.
7

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

- 10 1. A list of persons by name, title, and professional degree, including, but not limited
11 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
12 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
13 select "Prefer Not to Say" and/or certification and experience of persons providing
14 services hereunder, and any other information deemed necessary by the
15 DIRECTOR or designee. All certifications should comply with applicable
16 California Health and Safety Code of Regulations.
17
- 18 2. Previously established and/or updated Personnel policies and procedures;
- 19 3. Updated personnel file for each staff member (including subcontractors, as
20 approved by COUNTY and volunteers) that includes at minimum the following:
 - 21 a. Resume, employment application, proof of current licensure, all applicable
22 employment related certifications, registration;
 - 23 b. List of all applicable trainings during time of employment to present;
 - 24 c. Annual Job performance evaluation; and
 - 25 d. Personnel action document for each change in status of the employee.
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1 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
2 employees will designate a Disability Access Coordinator. The Access Coordinator is
3 responsible for the development and implementation of the program's ADA/ 504 Self-
4 Evaluation Plan and Annual Updates.

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

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

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.
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1 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
2 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
3 shall not pay or compensate any of its Staff, Personnel or Employees by means of
4 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
5 and/or Employees in association with the fulfillment of this Agreement shall be
6 made by means of Staff, Personnel and/or Employee Certified Payroll only.
7

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

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

2 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
3 competent manner by recruiting, hiring, maintaining and providing staff who can
4 deliver services in the manner specified to the diverse multi-cultural population
5 served under this Agreement. CONTRACTOR shall provide multi-cultural services
6 in a language appropriate and culturally sensitive manner, in a setting accessible to
7 diverse communities. Multi-cultural diversity includes, but is not limited to,
8 ethnicity, age, sexual preference, gender, and persons who are disabled.
9 CONTRACTOR shall document its efforts to provide multi-cultural services in the
10 manner specified. Documentation may include, but is not limited to the following:
11 records in personnel files attesting to efforts made in recruitment and hiring
12 practices; participation in COUNTY sponsored and other cultural competency
13 training; the availability of literature in multiple languages/formats as appropriate;
14 and identification of measures taken to enhance accessibility for, and sensitivity to,
15 persons with disabilities.
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19 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
20 timely mental health service delivery; staff training; and organizational policies and
21 procedures related to the treatment of culturally diverse populations. CONTRACTOR
22 shall perform specific outcome studies, on-site reviews and written reports to be made
23 available to the COUNTY upon request.
24

25 C. CONTRACTOR shall provide services that are non-discriminatory and that meet the
26 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR
27 shall ensure that high quality accessible mental health care includes:
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1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in Spanish;
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures and designated staff responsible for implementation;
3. Medically appropriate interventions, which acknowledge specific cultural influences;
4. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need;
5. Screening and certification of interpreters as specified in subparagraph 3 a below;
6. Training to mental health providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served;
7. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified;
8. Client related information translated into the various languages of the diverse populations served; and,

- 1
2 9. Provide oral and written notices, including translated signage at key points of
3 contact, to clients in their primary language informing them of their right to
4 receive no-cost interpreter services.

5 D. CONTRACTOR shall make available bilingual professional staff or qualified
6 interpreter to ensure adequate communication between clients and mental health staff.
7 Any individual with limited English language capability or other communicative
8 barriers shall have equal access to mental health services.

- 9
10 1. A qualified interpreter is defined as someone who is fluent in English and in
11 the necessary second language, who can accurately speak, read and readily
12 interpret the necessary second language and/or accurately sign and read sign
13 language. A qualified interpreter must be able to translate in linguistically
14 appropriate mental health terminology necessary to convey information such as
15 symptoms or instructions to the client in both languages; and,

- 16
17 2. A fluently bilingual person, who is not trained in the provision of mental health
18 services, must complete training prior to providing services, which covers
19 terms and concepts associated with mental health medications, and cultural
20 beliefs and practices which may influence the client's mental health condition.

21
22 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
23 as set forth in the Board of Supervisors approved Cultural Competency Plan. The
24 Cultural Competency Plan may be obtained from the COUNTY'S website at
25 www.rcdmh.org or by contacting the COUNTY'S Cultural Competency Manager or
26 designee upon written request via certified mail or facsimile to:
27
28

1
2 Riverside County Department of Mental Health Cultural Competency Program

3 P.O. Box 7549

4 Riverside, California 92513

5 Attention: Cultural Competency Manager

6 Fax: 951-955-7206

7
8 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
9 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
10 determine and implement cultural competency activities that shall include, but is not
11 limited to, compliance with the cultural competency requirements outlined in
12 Section XXI of this Agreement.

13
14 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of
15 cultural competency as needed and requested by CONTRACTOR.

16
17 H. CONTRACTOR will be responsible for participating in cultural competency
18 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
19 a partial list of annual cultural competency trainings and topics that may be available
20 through the COUNTY to assist CONTRACTORS with meeting training
21 requirements, though capacity will be limited: Cultural Formulation; Multicultural
22 Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity;
23 Mental Health Interpreter Training; Training Staff in the use of Mental Health
24 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In
25 order to attend the COUNTY offered trainings, CONTRACTOR must contact the
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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

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

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

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

XXII

INFORMING MATERIALS:

CONTRACTOR shall provide all clients with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum

1 and/or every time the Notice of Privacy Practices information is updated and/or changed.
2 Also, the CONTRACTOR is responsible for having the client or consumer sign,
3 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
4 consumer signed acknowledgement on file every three (3) years upon receipt from client or
5 consumer.

6 XXIII

7 CONFLICT OF INTEREST:

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

12 XXIV

13 PATIENTS' RIGHTS:

14 Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and
15 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY
16 Patients' Rights Advocates will be given access to clients, clients' records, and facility
17 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.
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20 XXV

21 WAIVER OF PERFORMANCE:

22 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
23 be deemed or construed as a waiver at any time thereafter of the same or any other
24 provisions contained herein or of the strict and timely performance of such provisions.
25

26 XXVI

27 DRUG-FREE WORKPLACE CERTIFICATION:

1 If State funds are utilized to fund this Agreement as specified in Schedule I or
2 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing
3 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the
4 laws of the State of California that the CONTRACTOR will comply with the requirements
5 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and
6 will provide a drug-free workplace doing all of the following.
7

8 A. Publish a statement notifying employees that unlawful manufacture, distribution,
9 dispensation, possession, or use of controlled substances is prohibited and specifying
10 actions to be taken against employees for violations, as required by Government
11 Code Section 8355 (a).
12

13 B. Establish a Drug-Free Awareness Program as required by Government Code Section
14 8355 (a) to inform employees about all of the following:

- 15 1. The dangers of substance use in the workplace
- 16 2. The CONTRACTORS policy of maintaining a drug-free workplace;
- 17 3. Any available counseling, rehabilitation, and employee assistance programs;
18 and
19
- 20 4. Penalties that may be imposed upon employees for substance use violations.

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

- 23 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
24
- 25 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
26 condition of employment on the Agreement.
27
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1 D. Failure to comply with these requirements may result in suspension of payments
2 under the Agreement or termination of the Agreement or both and the
3 CONTRACTOR may be ineligible for award of future State contracts if the
4 COUNTY determines that any of the following has occurred:

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

7
8 XXVII

9 TERMINATION PROVISIONS:

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

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

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

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

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

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

17
18 7. Take such action as may be necessary, or as COUNTY may direct, for the
19 protection and preservation of the equipment related to this Agreement which
20 is in the possession of CONTRACTOR and in which COUNTY has or may
21 acquire an interest; and,

22
23 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
24 previously allowed until the date of termination, as determined by the Notice
25 of Termination.

26 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
27 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
28

1 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
2 (32) days from the effective date thereof, unless an extension, in writing, is granted
3 by the COUNTY.

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

23 XXVIII

24 DISPUTE:

25 In the event of a dispute between a designee of the DIRECTOR and the
26 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
27 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
28

1 instances such as material non-compliance or audit disallowances or both, the
2 CONTRACTOR may file a written protest with the appropriate Program/Regional
3 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
4 under this Agreement during any dispute. The Program/Regional Administrator shall
5 respond to the CONTRACTOR in writing within ten (10) working days. If the
6 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
7 CONTRACTOR may file successive written protests up through the Department of
8 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
9 Each administrative level shall have twenty (20) working days to respond in writing to the
10 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
11 uphold the finding/decision.
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14 XXIX

15 SEVERABILITY:

16 If any provision of this Agreement or application thereof to any person or
17 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
18 contravention of any Federal, State, or County statute, ordinance, or regulation, the
19 remaining provisions of this Agreement or the application thereof shall not be invalidated
20 thereby and shall remain in full force and effect, and to that extent the provisions of this
21 Agreement are declared severable.
22
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24 XXX

25 VENUE:

26 This Agreement shall be construed and interpreted according to the laws of the State
27 of California. Any action at law or in equity brought by either of the parties hereto for the
28 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of

1 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
2 of law providing for a change of venue in such proceedings in any other COUNTY.

3
4 XXXI

5 NOTICES:

6 All correspondence and notices required or contemplated by this Agreement shall be
7 delivered to the respective parties at the addresses set forth below and are deemed
8 submitted one day after their deposit in the United States mail, postage prepaid:
9

10 CONTRACTOR:

COUNTY:

11 ANKA BEHAVIORAL HEALTH, INC.
12 CHRISTOPHER WITHROW, CEO
13 1850 GATEWAY BOULEVARD
14 SUITE 900
15 CONCORD, CA 94520

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

16 INFORMATIONAL COPY TO:

17 RIVERSIDE COUNTY
18 DEPARTMENT OF MENTAL HEALTH
19 ATTN: PROGRAM SUPPORT
20 P.O. BOX 7549
RIVERSIDE, CA 92513-7549

21
22 XXXII

23 MEETINGS:

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

EXHIBIT A – SCOPE OF SERVICES

DESERT CRISIS RESIDENTIAL TREATMENT (CRT) PROGRAM

“DESERT RANCHO”

DESERT REGION

FY 2015-2016

CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC.

DEPT. ID: 4100202217-74700-530280

SCOPE OF WORK:

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

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

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

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

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

8 GOALS OF SERVICES:

9 The primary goal of the Crisis Residential Treatment (CRT) Program is to stabilize
10 clients in acute crises in order to eliminate or shorten the need for inpatient
11 hospitalization. Activities in support of this goal include assessment, community
12 functioning evaluation, mental health counseling including individual and group therapy,
13 including treatment for co-occurring substance abuse disorders, rehabilitative counseling,
14 case management, medication services, and linkages to community support services.
15 Services will be based on the Recovery Model of care. Interventions will focus on client
16 empowerment; symptom reduction; reduce barriers to self-sufficiency in the community;
17 maximize client's engagement in treatment that improves the quality of their life;
18 maximize family/support persons' participation in the recovery plan (with client consent);
19 and instill hope for long-term recovery. In this social rehabilitative setting, residents will
20 use the therapeutic community, including peer support, and group living experience to
21 develop the needed support and skills to deal with their current life situation, crisis or
22 stress.

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

- 24
- 25 1. Provide crisis residential treatment (CRT) services to ensure that clients have a safe,
26 stable, and comfortable short-term (usually less than 14 days) living environment.
- 27
28

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

13 **ADMISSIONS:**

14 **Admission Criteria:**

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

- 16 1. CONTRACTOR shall admit adults who carry a primary psychiatric diagnosis
- 17 meeting RCDMH eligibility criteria for services.
- 18 2. CONTRACTOR shall only admit clients who are residents of Riverside County.
- 19 3. CONTRACTOR shall admit only ambulatory adult persons aged 18 to 59 years old
- 20 consistent with State of California Department of Social Services Community Care
- 21 Licensing regulations. Facility access will comply with the State of California
- 22 Department of Mental Health requirements related to the Americans with Disabilities
- 23 Act.
- 24 4. CONTRACTOR shall admit clients who are in psychiatric crisis who would
- 25 otherwise require psychiatric hospitalization; and clients whose behavior, related to a
- 26 mental disorder, is to the degree that they require supervision for 24 hours, seven (7)
- 27 days a week. This will also include clients who are discharged from an acute
- 28 psychiatric inpatient facility but continue to require 24/7 supervision.

- 1 5. CONTRACTOR shall admit only clients who are able to benefit from brief intensive
2 crisis residential services.
- 3 6. CONTRACTOR shall only admit clients on a voluntary basis. LPS Conservatees can
4 be treated as authorized by their LPS Conservator.
- 5 7. CONTRACTOR shall only accept referrals from RCDMH staff, or those
6 staff/facilities who are designated by RCDMH to make referrals. Referrals shall be
7 accepted 24 hours per day, seven (7) days per week.

8 Exclusion Criteria:

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

- 10 1. Clients who need to be involuntarily detained because they pose an imminent danger
11 to self or others, or require a locked setting due to grave disability (i.e., meet
12 California W & I Code Section 5150 criteria).
- 13 2. Clients who are in crisis solely because of substance abuse, and do not exhibit a co-
14 occurring mental disorder requiring the use of psychotropic medication
- 15 3. Clients who have physical healthcare problems that require skilled nursing care.
16 Clients who have medical conditions that can be managed using routine outpatient
17 medical care are eligible for admission.
- 18 4. Clients cannot be admitted if they require the assistance of a cane, walker, crutches,
19 wheelchair, etc.

20 Number to be Served:

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

23 SERVICES TO BE PROVIDED:

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

26 Assessment and Service Plan Development:

- 27 1. CRT staff will review and approve the transfer/referral information from the referring
28 party, which at minimum will include a mini-chart of assessment and treatment

1 information, current medications for a minimum of 72 hours, and a completed
2 "Physician's Report for Community Care Facilities" signed by an MD/DO.

- 3 2. Within one hour of receiving the referral information, the CRT staff will meet with
4 the client prior to admission. The CRT staff will complete the Functional Capability
5 Assessment (# LIC 9172), and obtain the client's voluntary consent to admit
6 themselves into the CRT program.
- 7 3. Individuals admitted to the CRT Program shall receive a mental health assessment
8 completed by a master's level clinician; and an assessment by a psychiatrist,
9 including a screening for medical conditions, within 24 hours of admission normally,
10 and in no case more than 72 hours after admission. The assessment documentation
11 must meet requirements set by the Department insure Medi-Cal reimbursement. The
12 client's planned discharge disposition will also be written within 72 hours of
13 admission.
- 14 4. Within 24 to 72 hours of admission, a Client Care Plan signed by the client will also
15 completed and signed by the client, establishing goals to be accomplished during the
16 clients' stay in the program. The service plan, which must include a discharge plan,
17 will be developed in collaboration with the client, RCDMH staff, and whenever
18 possible with the client's family/significant others (with client consent). Service plans
19 shall be updated as needed according to Medi-Cal requirements during the clients'
20 length of stay. The service plan will identify client strengths, articulate client
21 responsibilities, articulate family/support persons' responsibilities (with client
22 consent, and when family/support persons are available) and reflect the client's goals.
- 23 5. Within 24 to 72 hours of admission, and with client consent, CRT staff will contact
24 and involve the client's family and support persons. The service plan will clearly
25 identify family and support persons' involvement in the client's care whenever
26 possible. When clients refuse to consent to family and significant other's involvement
27 in their treatment and discharge planning, CRT staff will document in the client's
28

1 chart daily efforts to obtain that consent, until that consent is obtained, or the client is
2 discharged.

- 3 6. Clients will be tested for the presence of alcohol and drugs upon admission to help
4 determine the need for chemical dependency treatment (with client consent). Alcohol
5 and drug test results obtained within 24 hours of admission by other health care
6 providers will be acceptable in meeting this requirement.

7 B. Medication Services

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

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

- 3 a. A licensed physician shall prescribe all medications.
- 4 b. Medications shall be taken voluntarily by clients, based on the physician's
5 orders, and observed by CONTRACTOR staff.
- 6 c. Licensed nursing personnel (LVN, LPT, RN) may receive physician's orders
7 over the telephone. All physicians' orders received over the telephone shall be
8 accurately and clearly written on the client's chart and signed by the person
9 receiving the orders. All telephone orders shall be countersigned by a licensed
10 physician within seven (7) days from the time the telephone orders are issued.
- 11 d. Prior to the administration of medication, staff authorized to dispense
12 medication shall review the physician's orders to insure the correct name of
13 patient and medication, proper dosage, route of administration, and time of
14 administration.
- 15 e. Licensed staff dispensing medication shall document in the patient's record
16 the name of the medication, dosage, route of administration, and time of
17 administration.
- 18 f. Licensed staff authorized to dispense medication shall also document in the
19 patient's record their response to the medication and any side effects
20 associated with it. The prescribing physician shall be notified immediately if
21 any side effects occurred in response to medication.
- 22 g. All medications shall be securely locked in a designated storage area. The
23 storage area shall be close to running water so that staff can wash their hands
24 with soap and water before administering any medication to clients.
- 25 h. All Schedule II - V medications shall be securely stored under a double lock
26 system to prevent access by unauthorized personnel. Schedule II - V
27 medications shall be counted at the end of each shift. At least two (2) staff,
28 one (1) from each shift, will sign a Schedule II - V medications log verifying

1 the accuracy of the count. The CONTRACTOR shall develop procedures to
2 prevent and address any misuse or unexplained disappearance of Schedule II -
3 V medications. Furthermore, the CONTRACTOR shall notify the RCDMH
4 within 24 hours after discovering any misuse or disappearance of Schedule II -
5 V medications.

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

9 6. The CONTRACTOR shall store medications in single unit doses if possible. The
10 CONTRACTOR shall ensure that sufficient medications are always available to meet
11 the needs of patients.

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

17 C. Therapeutic Services

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

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

1 5. Therapeutic counseling and social rehabilitation individual and/or group interventions
2 shall include but not be limited to:

- 3 a. Assistance with Activities of Daily Living (ADLs) - Staff shall assist and/or
4 monitor residents with grooming, hygiene, care of personal belongings,
5 laundry, and keeping clean their personal and community rooms.
- 6 b. Symptom Monitoring - CONTRACTOR shall determine specific signs of
7 decomposition for each client and implement a recovery plan that empowers
8 client toward self-sufficiency that may prevent or minimize relapse. The
9 relapse prevention plan will be mutually developed between client and staff.
10 Relapse prevention - Relapse Prevention - CONTRACTOR shall educate
11 clients regarding their early signs of relapse, and train and encourage clients to
12 use appropriate coping mechanisms to prevent relapse. The avoidance of
13 alcohol and drugs will be emphasized as a significant part of relapse
14 prevention.
- 15 c. Client Safety — CONTRACTOR shall provide close supervision and insure
16 the safety of all clients at all times. CONTRACTOR will develop a plan to
17 effectively manage clients who express thoughts of harming themselves.
- 18 d. Reassurance and Structure - CONTRACTOR shall know clients' whereabouts
19 at all times, and provide personal support, reassurance, and redirection as
20 needed. CRT staff will insure client's safety and positively reinforce client
21 progress and improvement.
- 22 e. Budgeting Assistance - CONTRACTOR shall assist clients in managing their
23 money, teach money management skills, and safeguard clients' personal
24 property during their residence in the program.
- 25 f. Daily exercise activities to enhance clients' physical well being.
- 26 g. Health and sex education, including instruction regarding nutrition and
27 weight management, personal hygiene, AIDS / STD awareness and
28 prevention, and contraception.

- 1 h. Optimal Family and Support Persons Involvement - Encourage and support
2 family and support persons' involvement in treatment planning, services and
3 discharge planning, with client consent. CONTRACTOR will document
4 contact with family and support persons, and will have contact with
5 family/support persons a minimum of weekly, or document why such contact
6 is not possible or advisable.
- 7 i. Substance Abuse Recovery - Provide drug and alcohol recovery services,
8 when appropriate, and provide linkage and transportation to substance abuse
9 programs, either on-site, or in the community (e.g., AA, NA and County Drug
10 and Alcohol Services). Co-occurring disorders will be identified whenever
11 present, and treatment for these disorders will be provided.
- 12 j. Recovery –Based Interventions - Socialization skill building through
13 motivational interviewing and the installation of hope and social
14 relationship/communication skills. Provide opportunities for, and access to,
15 Peer-to-Peer interventions and support.
- 16 k. Community living skills – Assist clients to develop plans for self-care in the
17 community, personal responsibility, goal setting, access to and cooperation
18 with physical healthcare providers, effective communication with service
19 providers, effective and supportive family and peer relationships, and
20 substance abuse relapse prevention planning when the client returns to the
21 community.
- 22 l. Vocational Services - Assist clients in developing prevocational and
23 vocational plans to achieve gainful employment and/or perform volunteer
24 work, when this is an identified goal in the CRT treatment plan.

25 D. Case Management Services

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

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

18 E. Discharges

19 1. Planned Discharges:

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

28 2. Unplanned Discharges:

1
2 If a resident at any time presents as a serious danger to self or to others, or is seriously
3 or repetitively non-compliant with the program, discharge from the program may take
4 place. In such circumstances staff will assess the safety needs of all concerned and
5 take the appropriate action. Unplanned discharges will occur after all other available
6 actions have failed. Clients may be escorted to the Oasis Crisis Service (OCS) should
7 they require that level of care.

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

13 3. Extended Stays:

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

19 ADDITIONAL PROGRAM REQUIREMENTS:

20 CONTRACTOR shall:

- 21 1. Work cooperatively with the COUNTY's Desert Regional staff, Regional
22 Administrator, contract monitor, and RCDMH's other contractors and their staff, to
23 quickly and efficiently respond to the needs and requests of RCDMH.
- 24 2. Fully cooperate with RCDMH's on-site program liaison, and prepare and submit
25 monthly bills and reports to RCDMH accurately and within the requested time frames.
- 26 3. Submit to RCDMH by January 1 of each year any recommendations or changes for
27 next year's contract.
- 28

- 1 4. CONTRACTOR shall deliver services to all persons in need of services, including all
2 ethnic groups in the County. CONTRACTOR will have at least one bilingual
3 (Spanish/English) speaking staff person on duty at all times.
- 4 5. CONTRACTOR shall encourage clients' participation in the development, planning
5 and daily operation of treatment and rehabilitation services at the CRT. This includes
6 housekeeping, laundry, food preparation, cooking and serving, planning optional
7 activities (recreation, e.g.), etc.
- 8 6. CONTRACTOR shall provide for special dietary needs and diets in accordance with
9 physician's orders.
- 10 7. CONTRACTOR shall plan and arrange for clients' dental and medical care, and
11 provide transportation and assistance as needed or requested by RCDMH.
- 12 8. CONTRACTOR shall maintain all records as required by Title 9, Title 22 of the
13 California Code of Regulations; CFR 42; and HIPAA.
- 14 9. CONTRACTOR shall maintain living environments and facilities conducive to quality
15 care and treatment of persons disabled due to mental illness, including ongoing
16 maintenance, repair or replacement as needed of beds, linens, flooring, paint, window
17 coverings, fixtures, landscape, etc. As this service is occurring in a County-owned
18 building, building maintenance and repair will be coordinated with the COUNTY, and
19 provided by the COUNTY as required.
- 20 10. CONTRACTOR shall provide adequate accommodations for County staff to meet
21 with clients and clients' family/support persons. Such accommodations must allow for
22 confidentiality, privacy and safety.
- 23 11. CONTRACTOR shall agree to meet regularly with County staff to establish treatment
24 and case management services, recovery plans, and discharge plans for the clients
25 referred to the CONTRACTOR.
- 26 12. CONTRACTOR shall develop and update contingency plans to continue the delivery
27 of services in the event of a man-made or natural disaster.
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1 STAFFING RESPONSIBILITIES AND QUALIFICATIONS:

2 CONTRACTOR shall meet the following staffing requirements:

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

17 STAFF TRAINING:

18 CONTRACTOR will:

- 19 1. Provide staff with ongoing training and staff development in the areas of mental
20 health, substance abuse, crisis intervention, motivational interventions, recovery
21 values and philosophy, and client empowerment. Participation in ongoing
22 training must be documented using sign-in sheets.
- 23 2. Provide or make arrangements for staff to receive ongoing training in the
24 following areas:
 - 25 a. An extensive initial orientation to the program, including a description of the
26 goals of the program, review of policies and procedures, emergency
27 procedures, and treatment services.

- b. Training requirements that meet State of California Department of Social Services CCL regulations (e.g., CPR, First Aid, Emergency/Disaster Planning, etc.).
- c. Non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the clients from violent behavior.
- d. Basic assessment, problem-solving and counseling skills.
- e. Cultural competency in serving clients from diverse ethnic and cultural backgrounds including age, gender, sexual orientation, physical disabilities and client cultures.

DOCUMENTATION AND REPORTING REQUIREMENTS:

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

1. Client Care Plans (CCP) - The CONTRACTOR will develop and maintain individualized service plans that meet Medi-Cal criteria, and that identify the treatment needs and recovery goals of each client. The service plan will provide a description of recovery goals and the methods and services that will be used to achieve those goals. The service plan must be signed by the client, indicating agreement with the plan, and signed by the family/support person(s) when feasible (with client consent).
2. Service Documentation - The program will maintain referrals, assessments, progress notes, and any other documentation related to clients' care in accordance with State and Federal standards and RCDMH policies. Service documentation will provide information regarding each client's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.

- 1 3. Medi-Cal reimbursable services will meet documentation standards of the Center for
2 Medicare/Medi-Cal Services (CMS) and Title 9, and be consistent with RCDMH
3 policies.
- 4 4. CONTRACTOR shall enter client information (episode opening and closing) into the
5 county database within 24 hours of admission or discharge, seven days a week, to
6 insure the automatic electronic daily census is accurate.
- 7 5. CONTRACTOR will enter services into the COUNTY's data base within 24 hours of
8 service delivery seven days a week.
- 9 6. Adverse incident reports - The CONTRACTOR will document all adverse incidents
10 affecting the physical and emotional welfare of clients. Examples of adverse incidents
11 include, but are not limited to, serious physical harm to self or others, serious
12 destruction of property, elopements, etc. The CONTRACTOR will notify RCDMH
13 and Community Care Licensing within twenty-four (24) hours of any serious adverse
14 incidents affecting clients' welfare.
- 15 7. All clinical records must comply with Federal and State regulations, HIPAA, and
16 RCDMH policies and procedures. Records shall conform to the requirements of the
17 licensing authorities (State Department of Social Services and State Department of
18 Mental Health).
- 19 8. CONTRACTOR shall submit a monthly contract report to RCDMH, as outlined by
20 RCDMH, which summarizes CONTRACTOR activities.
- 21 9 Records maintained at the facility by CONTRACTOR on behalf of RCDMH are the
22 property of RCDMH.
- 23 10 CONTRACTOR will maintain documentation of every client referred to the CRT,
24 and document any client found to not meet eligibility of admission.

25 CONTRACT PERFORMANCE MONITORING

- 26 1. CONTRACTOR shall participate in the RCDMH annual Agreement monitoring and
27 more frequent program reviews as required by RCDMH. Any RCDMH staff person
28

1 with proper identification shall be allowed to enter and inspect the facility at any
2 time.

3 2. CONTRACTOR will be assigned a designated RCDMH program monitor, and shall
4 be accountable to the program monitor. CONTRACTOR shall submit monthly
5 reports to the program monitor that include, but are not limited to, the following
6 information:

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

12 3. A unit of service, for reporting purposes, shall be defined as the provision of services
13 as described in the Cost Reporting/Data Collection Manual of the State of California
14 Department of Mental Health (i.e., a 24 hour service unit is comprised of treatment in
15 a residential setting). The number of patient days billable includes the total number of
16 days a patient actually occupied a bed including either the first day of admission or
17 the day of discharge but not both (unless the entry and exit dates are the same.)

18 4. The monthly Agreement monitoring report will be delivered to the program monitor
19 and Regional Manager via the Internet in the form of an electronic document.

20 PERFORMANCE OUTCOMES

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

- 23 1. CONTRACTOR will discharge 95% of the clients within 14 days of admission.
- 24 2. CONTRACTOR will discharge 100% of the clients within 30 days of admission.
- 25 3. CONTRACTOR will discharge 75% of admissions to a less restrictive living
26 situation.

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

17 RCDMH shall provide technical assistance on an as-needed basis for new program
18 contractors. Such technical assistance typically includes, but is not limited to, orientation
19 to the COUNTY MIS systems and data entry guidelines; reviewing and interpreting
20 COUNTY policies and procedures; providing on-going agency liaison with RCDMH and
21 the Department's other contractors to insure optimal collaboration, etc.
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1 EXHIBIT B - MENTAL HEALTH

2 LAWS, REGULATIONS AND POLICIES

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

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

11 Title 42 of the Code of Federal Regulations

12 45 C.F.R Parts 160, 162 and 164

13 Drug-Free Workplace Act (DFWA) - 1990

14 HIPAA / HITECH Act - 2009

15 Labor Laws & Regulations (Labor and Workforce Development Agency)

16 National Voter Registration Act of 1993

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

18 Title VI of the Civil Rights Act of 1964

19 42 U.S.C. §§ 1320d and 1320d-2

20 42 C.F.R. §438.608 (Program Integrity Requirements)

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

22 45 C.F.R. § 205.50
23

24
25
26 STATE

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

28 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

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- 2 C.C.R. Division 9, Chapter 1
- DMH Letter 03-04 (Health Care Facility Rates)
- DMH Letter 86-01 (Life Support Supplemental Rate)
- 22 C.C.R. § 70707
- Government Code § 7550 (Reports)
- 9 C.C.R. § 640 (Records)
- 9. C.C.R. § 1810.226 (State Department of Mental Health Plan)
- Welfare and Institutions Code § 14132.47

COUNTY

Department of Mental Health Policies

- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Health Privacy & Security – Board of Supervisors Policy B-23
- Harassment in the Workplace - Board of Supervisors Policy C-25
- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- Cultural Competency Plan – Policy 162
- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

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CONTRACTOR NAME: Anka Behavioral Health, Inc.
PROGRAM NAME: Anka Behavioral Health, Inc. – Desert Rancho CRT
DEPARTMENT ID: 4100202217-74700-530280

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

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.

N/A 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.

N/A 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.

N/A 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 \$1,258,201 subject
3 to 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

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

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

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H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
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

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

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

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

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

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

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

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

K. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Department of Mental Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Department of Mental Health's Program Support Unit. COUNTY will make final payment to the appointed bankruptcy trustee within twenty (20) days of COUNTY's receipt and approval of CONTRACTOR's cost report.

L. AUDITS:

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

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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.

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M. TRAINING:

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

Rev. 15/16

**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
ANKA CRT - DESERT
SCHEDULE I
FY 2015/2016**

CONTRACT PROVIDER NAME: **Anka Behavioral Health, Inc.**

REVISION DATE 3/10/2015

REGION: **DESERT**
MONTHLY REIMBURSEMENT: **NEGOTIATED RATE**
YEAR END SETTLEMENT: **ACTUAL COST**

DEPT ID/PROGRAM: **4100202217/74700/530280 - DESERT CRT**

SYSTEM RU NUMBER: **3316N1 & 3316N2**

	3316N1	3316N1	3316N2		3316N2		
TYPE of MODALITY	Crisis Residential	Board & Care	Medication Support		Medications & Health Maintenance	TOTAL	
MODE OF SERVICE:	05	60	15		N/A		
SERVICE FUNCTION:	40	40	60		N/A		
PROCEDURE CODE:	180	190	99212MD;99213MD;99214MD;99215MD		HLTH MT		
UNIT TYPE:	CRT Svc. Day	B & C Day	Staff Minute		Actual Cost		
NUMBER OF UNITS:	4,654	4,654	35,500		34,551		
COST PER UNIT:	\$178.51	\$47.05	\$4.82		\$1.08		
GROSS COST:	\$830,805	\$218,971	\$171,110		\$37,315	\$1,258,201	
LESS REVENUES COLLECTED BY CONTRACTORS:							
A. PATIENT FEES	\$0	\$0	\$0		\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0		\$0	\$0	
C. OTHER	\$0	\$0	\$0		\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0		\$0	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0		\$0	\$0	
MAXIMUM OBLIGATION	\$830,805	\$218,971	\$171,110		\$37,315	\$1,258,201	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:							%
A. Medi-Cal FFP	\$250,322	\$0	\$51,555		\$0	\$301,877	30.13%
B. FEDERAL FUNDS	\$0	\$0	\$0		\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0		\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0	\$0		\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0	\$0		\$0	\$0	0.00%
F. OTHER: MHSA	\$580,484	\$218,971	\$119,555		\$37,315	\$956,324	69.87%
TOTAL (SOURCES OF FUNDING)	\$830,805	\$218,971	\$171,110		\$37,315	\$1,258,201	100.00%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE: _____

DATE: 10-Mar-15

FISCAL SERVICES SIGNATURE: _____

DATE: 6-2-15

ADMINISTRATIVE SERVICES OFFICER SIGNATURE: _____

DATE: _____