

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



FROM: Department of Mental Health

SUBMITTAL DATE:

June 17, 2010

SUBJECT: Approve the FY 2010/2011 Agreement Renewals with Anka Behavioral Health, Inc. for Adult and Crisis Residential Treatment services.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Agreement Renewal with Anka Behavioral Health, Inc. for Adult Residential Treatment (ART) services for FY 2010/2011
2. Approve the Agreement Renewal with Anka Behavioral Health, Inc. for Crisis Residential Treatment (CRT) services for FY 2010/2011;
3. Authorize the Chairman of the Board to sign both Agreement Renewals; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, sign ministerial amendments and annually renew both agreements with Anka Behavioral Health, Inc. through June 30, 2013.

BACKGROUND: On May 5, 2009 and December 8, 2009, Agenda 3.23 and Agenda Item 3.18 respectively, the Riverside County Board of Supervisors, pursuant to California Code of Regulations (CCR) Title 9, Division 1, Section 1810.203, approved the contracts between the Department of Mental Health (DOMH) and Anka Behavioral Health, Inc. for FY 2009/2010 to establish and operate a fifteen (15) bed Adult Residential Treatment (ART) Program in the mid-county region of Riverside County and a fifteen (15) bed Crisis Residential Treatment (CRT) Program in the desert region. (Continued on Page 2)

JW:KAS:SM

Jerry Wengerd

 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,863,678	In Current Year Budget:
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:
	Annual Net County Cost:	\$ 0	For Fiscal Year: FY 10/11

SOURCE OF FUNDS: Anka ART- 50% FFP and 50% MHSA and Anka CRT-20.02% FFP and 79.98% MHSA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVAL
 BY: *Debra Esquivel*

 Debra Esquivel, Director of Purchasing

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
 Nays: None
 Absent: Ashley
 Date: June 29, 2010
 xc: Mental Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

3.43

FORM APPROVED 00011
 6/14/10
 ATTACHMENTS FILED BY *Mark Sailer*
 WITH THE CLERK OF THE BOARD
 PURCHASING
 Mark Sailer, Assistant Director
 Dept't Recomm.:
 Per Exec. Ofc.:

SUBJECT: Approve the FY 2010/2011 Agreement Renewals with Anka Behavioral Health, Inc. for Adult and Crisis Residential Treatment services.

BACKGROUND (continued):

The ART Program is a long term alternative to locked, Skilled Nursing Facilities and serves as a transition from a locked facility to community living. It provides a wide range of activities and rehabilitative services to Riverside County consumers in a non-institutional, therapeutic, community residential setting, who would be at risk for hospitalization or other institutional placement if they were not in the residential treatment program. The CRT is a short term residential Program that provides an alternative to Acute Psychiatric Hospitalization and serves Riverside County residents with persistent mental illness who may otherwise be hospitalized. It is the goal of both programs to have residents in treatment work toward recovery, independent living and obtaining short or long term employment. Therefore, the DOMH is requesting that the Board of Supervisors approve both agreements with Anka Behavioral Health, Inc. for FY 2010/2011 to continue to provide CRT and ART services to the constituents of the County of Riverside.

PERIOD OF PERFORMANCE:

Both agreements will be in effect from July 1, 2010 through June 30, 2011, and may be renewed annually by the Riverside County Purchasing Agent annually through June 13, 2013 upon the availability of applicable Federal, State and/or County funds.

FINANCIAL IMPACT:

All service costs for both agreements have been budgeted in the department's FY 2010/2011 budget, and no additional county funds are required.

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**FY 2010/2011
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE AND ANKA BEHAVIORAL HEALTH, INC.**

That certain agreement between the County of Riverside (COUNTY) and Anka Behavioral Health, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on May 5, 2009, Agenda Item 3.23 for FY 2009/2010; is hereby renewed for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."

2. Section XVI-REPORTS is modified as follows:

Delete existing paragraph "B." and replace with the new paragraph "B." as follows:

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

4 3. Section XX-STAFFING is modified as follows:

5 Add paragraph "H." as follows:

6 "H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations
7 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate
8 any of its Staff, Personnel or Employees by means of cash. All payments or compensation made
9 to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this
10 agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll only.

11 4. Section XXI-CULTURAL COMPENTENCY

12 Add new subparagraph "4." to paragraph A. as follows:

13 "4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set
14 forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency
15 Plan may be obtained from the COUNTY'S website at www.mentalhealth.co.riverside.us or by
16 contacting the COUNTY'S Cultural Competency Manager or designee upon written request via
17 certified mail or facsimile to:

18 Riverside County Department of Mental Health Cultural Competency Program
19 P.O. Box 7549
20 Riverside, California 92513
21 Attention: Cultural Competency Manager
22 Fax: 951-358-4792"

23 Add new subparagraph "5." to paragraph A. as follows:

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

28 Add new subparagraph "6." to paragraph A. as follows:

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

3 Add new subparagraph "7." to paragraph A. as follows:

4 "7. CONTRACTOR will be responsible for participating in cultural competency trainings as
5 required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual
6 cultural competency trainings and topics that may be available through the COUNTY to assist
7 CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural
8 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural
9 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health
10 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend
11 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager
12 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-
13 CULTURAL COMPENTENCY."

14 Add subparagraph "8." to paragraph A. as follows:

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

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

28 Add subparagraph "9." to paragraph A. as follows:

1 "9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program
2 Manager in writing if the June 30th deadline can not be met. CONTRACTOR will be responsible
3 for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All
4 requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural
5 Competency Program Manager at the contact information listed herein."

6 5. Section XXIX-TERMINATION PROVISIONS: is modified as follows:

7 Re-letter paragraph "I" to read paragraph "J".

8 Add a new paragraph "I" as follows:

9 "I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by
10 the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter
11 into settlement talks with the CONTRACTOR in order to resolve any remaining and/or
12 outstanding contractual issues, including but not limited to, financials, services, billing, cost
13 report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely
14 responsible for associated costs for their organizations legal process pertaining to these matters
15 including, but not limited to, legal fees, documentation copies, and legal representatives.
16 CONTRACTOR further understands that if settlement agreements are entered into in association
17 with this agreement, the COUNTY reserves the right to collect interest on any outstanding
18 amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of
19 the balance."

20 6. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in
21 which the COUNTY'S Maximum Obligation to the CONTRACTOR remains unchanged at
22 \$725,000 for FY 2010/2011.

23 7. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for
24 FY 2010/2011.

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1 All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
3 to execute this amendment.

4 COUNTY ADDRESS:

5 County of Riverside
6 Board of Supervisors
7 4080 Lemon Street, 5th Floor
8 Riverside, CA 92501

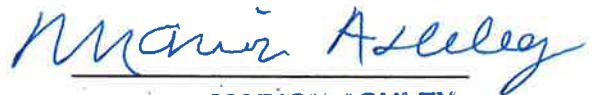
INFORMATION COPY:

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

9 **CONTRACTOR:** ANKA BEH. HEALTH, INC.

COUNTY OF RIVERSIDE:

10 Signed: 



11 Date: 6/16/10

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

12 Title: Executive VP & CEO
13 Address: 1850 Gateway Blvd., Ste # 900
14 Concord, CA 94520

Date: JUN 29 2010

15 COUNTY COUNSEL:

16 Pamela J. Walls
17 Approved as to Form

18 **ATTEST:**
19 **KECIA HARPER-IHEM, Clerk**
20 By 
DEPUTY

21 By:  6/14/10
22 Deputy County Counsel
23 Marsha L. Victor

24 Rev. 05/17/10 stl

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC. (MHSA ANKA ART MID COUNTY)

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. The final year-end settlement for non Medi-Cal services shall be based on the Actual Cost, multiplied by the actual number of units, less revenue collected. The final year-end settlement for Medi-Cal services shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided, the State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever is lower, less revenue collected. The combined final year-end settlement for Medi-Cal and non Medi-Cal services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the State.

B. MEDI-CAL RATES:

The CONTRACTOR acknowledges Medi-Cal rates are subject to annual adjustments mandated by the State. In the event the negotiated SD/MC rate exceeds the actual Cost per Unit or published rate, the guidelines for Medi-Cal Federal Financial Participation (FFP) giveback may apply per the State's cost report instruction manual.

1 C. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$725,000, subject
3 to availability of Federal, State, and local funds.

4 D. BUDGET:

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

9 E. SHORT-DOYLE/MEDI-CAL:

10 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
11 shall comply with applicable Medi-Cal cost containment principles where
12 reimbursement is based on actual allowable cost, approved Medi-Cal rate, State
13 approved negotiated SD/MC rate or customary charges, whichever is lower as
14 specified in Title 19 of the Social Security Act, Title 22 of the California Code
15 of Regulations and policy letters issued by the State Department of Mental
16 Health.

17 2. The Short/Doyle Medi-Cal reimbursement is composed of Local Matching
18 Funds and Federal Financial Participation (FFP).

19 F. REVENUES:

20 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
21 Institutions Code, and as further contained in the State Department of Mental
22 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
23 the provision of the services described pursuant to Exhibit A. Such revenues
24 may include but are not limited to, fees for services, private contributions,
25 grants or other funds. All revenues received by CONTRACTOR shall be
26 reported in their annual Cost Report, and shall be used to offset gross cost.

27 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
28 Medicare, or other third party benefits shall be determined by the

1 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
2 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
3 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
4 certified), then insurance and then first party.

- 5 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
6 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
7 the COUNTY within 30 days of receipt.
- 8 4. CONTRACTOR is obligated to collect from the client any Medicare co-
9 insurance and/or deductible if the site is Medicare certified, and to collect and
10 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
11 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
12 their annual liability. Medicare clients will be responsible for any co-insurance
13 and/or deductible for services rendered at Medicare certified sites.
- 14 5. All other clients will be subject to an annual sliding fee schedule by
15 CONTRACTOR for services rendered, based on the patient's/client's ability to
16 pay, not to exceed the CONTRACTOR'S actual charges for the services
17 provided. In accordance with the State Department of Mental Health's
18 Uniform Method of Determining Ability to Pay (UMDAP) Manual,
19 CONTRACTOR shall not be penalized for non-collection of revenues provided
20 that reasonable and diligent attempts are made by the CONTRACTOR to
21 collect these revenues. Past due patient/client accounts may not be referred to
22 private collection agencies. No patient/client shall be denied services due to
23 inability to pay.
- 24 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
25 CONTRACTOR'S published charges.
- 26 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
27 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
28 COUNTY within ten (10) days of signing the AGREEMENT.

- 1 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
2 fees. Notification must be made within ten (10) days following any fee increase.

3 G. REALLOCATION OF FUNDS:

- 4 1. No funds allocated for any Mode of Service as designated in Schedule I may
5 be reallocated to another Mode of Service unless written approval is given by
6 the Program Manager prior to either the end of the Contract Period of
7 Performance or the end of the Fiscal year (June 30th). Approval shall not
8 exceed the maximum obligation
- 9 2. In addition, CONTRACTOR may not, under any circumstances and without
10 prior approval and/or written consent from the Program Manager and
11 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds
12 between non-billable and billable mode and service functions and/or procedure
13 codes as designed in the Schedule I that are defined as non-billable by the
14 COUNTY, State or Federal governments from or to funds, services, mode of
15 services and/or procedure codes that are defined as billable by the COUNTY,
16 State or Federal governments.
- 17 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
18 Exhibit C to another is also prohibited without prior, written consent and
19 approval from the Program Manager prior to the end of either the Contract
20 Period of Performance or Fiscal year.

21 H. RECOGNITION OF FINANCIAL SUPPORT:

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

25 I. PAYMENT:

- 26 1. Monthly reimbursements may be withheld at the discretion of the Director or its
27 designee due to material contract non-compliance, including audit
28 disallowances and/or adjustments or disallowances resulting from the COUNTY

1 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
2 the Cost Report Reconciliation/Settlement process.

3 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
4 Reconciliation/Settlement processes, the COUNTY reserves the right to perform
5 periodic service deletes and denial monitoring for this agreement throughout the
6 fiscal year in order to minimize and/or potentially prevent COUNTY and
7 CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or
8 offset invoices and/or monthly reimbursements to CONTRACTOR, at any time
9 without prior notification to CONTRACTOR, for service deletes and denials
10 that may occur in association with this agreement. COUNTY shall notify
11 CONTRACTOR of any such instances of services deletes and denials and
12 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly
13 reimbursements.

14 3. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
15 CONTRACTOR shall be paid in arrears based upon the actual units of services
16 provided and entered into the COUNTY'S specified Data Collection System.
17 CONTRACTOR will submit a claim on their organization's stationery, which
18 must include at a minimum the CONTRACTOR'S name, invoice mailing
19 address and telephone number, summarizing the dollar amount specified in the
20 applicable COUNTY specified Data Collection System Report (currently the
21 final MH952) and a signed "Certification of Claims and Program Integrity"
22 form (PIF). The summary page of the monthly, final applicable Data Collection
23 System Report (currently the final MH952) **and** the PIF form **must** be attached
24 to the CONTRACTOR invoice. Failure to attach the monthly, final summary
25 page of the applicable Data Collection System Report, the Certification of
26 Claims **and** the signed PIF, will delay payment to the CONTRACTOR until the
27 required documents are provided. The claim must be approved and signed by
28 the Director or an authorized designee of the CONTRACTOR. Monthly claims

1 shall be submitted to the appropriate Program or Regional Manager of the
2 COUNTY'S Department of Mental Health, no later than the tenth (10th)
3 working day of each month.

- 4 4. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
5 CONTRACTOR shall provide the COUNTY with all information necessary for
6 the preparation and audit of such billings.
- 7 5. CONTRACTOR shall submit a monthly invoice for payment and a quarterly
8 report to COUNTY program with invoice describing outcomes, and progress
9 updates and services delivered based on the contract's Exhibit A, "Scope of
10 Services".
- 11 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will be
12 paid by the COUNTY thirty (30) calendar days after the date the invoice is
13 received by the applicable COUNTY Program/Region.

14 J. COST REPORT:

- 15 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
16 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
17 Unit (RU) number, an annual Cost Report with an accompanying financial
18 statement and applicable supporting documentation to reconcile to the Cost
19 Report within forty-six (46) calendar days following the end of each fiscal year
20 (June 30), the expiration or termination of the contract, which ever occurs first.
21 The Cost Report shall detail the actual cost of services provided. The Cost
22 Report shall be provided in the format and on forms provided by the
23 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
24 until the final current and prior year Cost Report(s) have been reconciled,
25 settled and signed by CONTRACTOR and received and approved by the
26 COUNTY.

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2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost between COUNTY and non-COUNTY programs.
3. CONTRACTOR is required to send one representative to the cost report training annually held by COUNTY regarding preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is necessary annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines extension will immediately result in the withholding of future monthly reimbursements.
5. 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.
6. All current and/or future contract service payments to CONTRACTOR will be withheld by the COUNTY until the final current and prior year Cost Report (s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

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K. COST REPORT SETTLEMENT:

CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Contract Client 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 amount of the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed the Contract Maximum Obligation, less revenue, less payment received, up to the Maximum Obligation as stated in section C above.

L. BANKRUPTCY:

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

M. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY, 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.

- 1 3. Any audit exception resulting from an audit conducted by any duly authorized
2 representative of the Federal Government, the State or COUNTY shall be the
3 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
4 be paid in full upon demand or withheld at the discretion of the Director of
5 Mental Health against amounts due under this Agreement or Agreement(s) in
6 subsequent years.
- 7 4. The COUNTY will conduct Annual Program Monitoring Review and/or
8 Contract Monitoring Review (CMT). Upon completion of monitoring,
9 Contractor will be mailed a report summarizing the results of the site visit. A
10 corrective Action Plan will be submitted by CONTRACTOR within thirty (30)
11 calendar days of receipt of the report. CONTRACTOR'S failure to respond
12 within thirty (30) calendar days will result in withholding of payment until the
13 corrective plan of action is received. CONTRACTOR'S response shall identify
14 time frames for implementing the corrective action. Failure to provide adequate
15 response or documentation for this or previous year's Agreements may result in
16 contract payment withholding and/or a disallowance to be paid in full upon
17 demand.

18 N. DATA ENTRY:

- 19 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
20 Collection System to comply with Federal, State and/or local funding and service
21 delivery requirements; CONTRACTOR will, therefore, be responsible for
22 attending and receiving COUNTY training associated with, but not limited to,
23 applicable service data entry, billing and invoicing, and learning how to
24 appropriately and successfully utilize and/or operate the current and/or upgraded
25 Data Collection System as specified for use by the COUNTY under this
26 agreement. The COUNTY will notify the CONTRACTOR when such training is
27 required and available. In the event the COUNTY'S specified Data Collection
28 System changes prior to a new fiscal year, COUNTY shall notify

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CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.

- 2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

Rev. 05/17/10 stl

**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
SCHEDULE I**

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

FISCAL YEAR: **2010/11**

NEGOTIATED RATE ()	ACTUAL COST ()	NEGOTIATED NET AMOUNT ()
DEPT ID/PROGRAM: 4100206215/74700 - MHSA ANKA-ART-MID COUNTY SYSTEM RU NUMBER: 33ANN1 & 33ANN2		

SYSTEM RU NUMBER:					
TYPE of MODALITY	Adult Residential	Medication Support		Board & Care	TOTAL
MODE OF SERVICE:	05	15		60	
SERVICE FUNCTION:	65	60		40	
PROCEDURE CODE:	160	460		N/A	
UNITE TYPE:	Client Day	Staff Minute		Actual Cost	
NUMBER OF UNITS:	5,110	2,893		N/A	
COST PER UNIT:	\$139.15	\$4.82		N/A	
GROSS COST:	\$711,057	\$13,943		\$147,180	\$872,180
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES	\$0	\$0		\$0	\$0
B. PATIENT INSURANCE	\$0	\$0		\$0	\$0
C. OTHER PATIENTROOM & BOARD FEES	\$0	\$0		\$147,180	\$147,180
TOTAL CONTRACTOR REVENUES	\$0	\$0		\$147,180	\$147,180
LESS MEDI-CAL/FFP	\$0	\$0		\$0	\$0
MAXIMUM OBLIGATION	\$711,057	\$13,943		\$147,180	\$725,000

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. Medi-Cal FFP	\$440,855	\$8,645		\$0	\$449,500	62.00%
B. FEDERAL FUNDS	\$0	\$0		\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0		\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0		\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0		\$0	\$0	0.00%
F. OTHER: MHSA	\$270,202	\$5,298		\$0	\$275,500	38.00%
TOTAL (SOURCES OF FUNDING)	\$711,057	\$13,943		\$0	\$725,000	100.00%

FUNDING SOURCES DOCUMENT CLIB FY 10/11

STAFF ANALYST SIGNATURE: *Karla Sobers* DATE: 24-May-10

FISCAL SERVICES SIGNATURE: *Paul Gough* DATE: 4/3/10

ADMINISTRATIVE SERVICES OFFICER SIGNATURE: _____ DATE: _____

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**FY 2010/2011
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE AND
ANKA BEHAVIORAL HEALTH, INC.**

That certain agreement between the County of Riverside (COUNTY) and Anka Behavioral Health, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on December 8, 2009, Agenda Item 3.18 for FY 2009/2010; is hereby renewed again for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."

1 2. Section XVI-REPORTS is modified as follows:

2 Delete existing paragraph "B." and replace with the new paragraph "B." as follows:

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

6 3. Section XX-STAFFING is modified as follows:

7 Add paragraph "H." as follows:

8 "H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations
9 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate
10 any of its Staff, Personnel or Employees by means of cash. All payments or compensation made
11 to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this
12 agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll only.

13 4. Section XXI-CULTURAL COMPENTENCY

14 Add new subparagraph "4." to paragraph A. as follows:

15 "4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set
16 forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency
17 Plan may be obtained from the COUNTY'S website at www.mentalhealth.co.riverside.us or by
18 contacting the COUNTY'S Cultural Competency Manager or designee upon written request via
19 certified mail or facsimile to:

20 Riverside County Department of Mental Health Cultural Competency Program

21 P.O. Box 7549

22 Riverside, California 92513

23 Attention: Cultural Competency Manager

24 Fax: 951-358-4792"

25 Add new subparagraph "5." to paragraph A. as follows:

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

1 cultural competency requirements outlined in Section XXI of this agreement.”

2 Add new subparagraph “6.” to paragraph A. as follows:

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

5 Add new subparagraph “7.” to paragraph A. as follows:

6 “7. CONTRACTOR will be responsible for participating in cultural competency trainings as
7 required by the COUNTY’S Cultural Competency Plan. The following is a partial list of annual
8 cultural competency trainings and topics that may be available through the COUNTY to assist
9 CONTRACTORS with meeting training requirements though capacity will be limited: Cultural
10 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural
11 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health
12 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend
13 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager
14 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-
15 CULTURAL COMPENTENCY.”

16 Add subparagraph “8.” to paragraph A. as follows:

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

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

1 Add subparagraph "9." to paragraph A. as follows:

2 "9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program
3 Manager in writing if the June 30th deadline can not be met. CONTRACTOR will be responsible
4 for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All
5 requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural
6 Competency Program Manager at the contact information listed herein."

7 5. Section XXIX-TERMINATION PROVISIONS: is modified as follows:

8 Re-letter paragraph "I" to read paragraph "J".

9 Add a new paragraph "I" as follows:

10 "I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by
11 the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter
12 into settlement talks with the CONTRACTOR in order to resolve any remaining and/or
13 outstanding contractual issues, including but not limited to, financials, services, billing, cost
14 report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely
15 responsible for associated costs for their organizations legal process pertaining to these matters
16 including, but not limited to, legal fees, documentation copies, and legal representatives.
17 CONTRACTOR further understands that if settlement agreements are entered into in association
18 with this agreement, the COUNTY reserves the right to collect interest on any outstanding
19 amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of
20 the balance."

21 6. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in
22 which the COUNTY'S Maximum Obligation to the CONTRACTOR is increased from \$834,746 to
23 \$1,138,618 for FY 2010/2011.

24 7. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for
25 FY 2010/2011.

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All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment.


COUNTY ADDRESS:

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

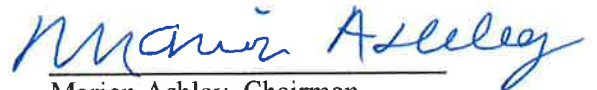
INFORMATION COPY:

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

CONTRACTOR:

Signed: 
Date: 6/16/10

COUNTY OF RIVERSIDE:


Marion Ashley, Chairman
Board of Supervisors
County of Riverside

Title: Executive VP & Deputy CEO
Address: 1850 Gateway Blvd. #900
Concord, CA 94520

Date: JUN 29 2010

COUNTY COUNSEL:

Pamela J. Walls
Approved as to Form
By:  6/9/10
Deputy County Counsel

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

Rev. 05/17/10 stl

JUN 29 2010 3.43

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Anka Behavioral Health, Inc.

PROGRAM NAME: Desert Rancho - Crisis Residential Treatment Services

DEPARTMENT ID: 4100202217-74700-530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$1,138,618. The maximum obligation includes \$1,104,097 for services, \$34,521 for Medications/Health Maintenance costs, subject to availability of Federal, State, and local funds. The Schedule I attached herein specifies funding for Contract Client Services and Medications/Health Maintenance costs.

B. BUDGET:

Schedule I represents the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU) number, mode(s) of service, the service functions, the procedure codes, number of service units, anticipated revenues to be received, maximum obligation and sources of funding, pursuant to this Agreement.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement for Contract Client Services under System RU # '33I6N1 and 33I6N2 based on the Schedule I aggregate maximum obligation of all cost per unit rate services, divided by the actual number of months in the fiscal year, less revenue collected. Indigent Prescription costs and Health Maintenance Costs shall be reimbursed monthly based on actual costs incurred, not to exceed the funding

1 amounts in Schedule I. Reimbursement for services shall be paid up to the
2 maximum amounts in the Schedule I for FY 2010/2011. The Schedule I for
3 FY 2010/2011 is attached hereto and incorporated herein by this reference.

- 4 2. Monthly reimbursements may be withheld at the discretion of the Director
5 or designee due to material contract non-compliance, including audit
6 disallowances and/or adjustments or disallowances resulting from the
7 COUNTY Contract Monitoring Review (CMT), the Annual Program
8 Monitoring and/or the Cost Report Reconciliation/Settlement process.
- 9 3. In addition to the CMT, Annual Progress Monitoring, and Cost Report
10 Reconciliation/Settlement processes, the COUNTY reserves the right to
11 perform periodic service deletes and denial monitoring for this agreement
12 throughout the fiscal year in order to minimize and/or potentially prevent
13 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion,
14 may withhold and/or offset invoices and/or monthly reimbursement to
15 CONTRACTOR, at any time without prior notification to CONTRACTOR,
16 for service deletes and denials that may occur in association with this
17 agreement. COUNTY shall notify CONTRACTOR of any such instances of
18 service deletes and denials and subsequent withholds and/or reductions to
19 CONTRACTOR invoices or monthly reimbursements.
- 20 4. Notwithstanding the provisions of Paragraph C-1, C-2, and C-3 above,
21 CONTRACTOR shall be paid in arrears. In consideration of services provided
22 by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive
23 monthly reimbursement based upon one twelfth (1/12th) the aggregate total of
24 all unit of service procedure codes for Contract Client Services under RU #
25 33I6N2 and 33I6N2. CONTRACTOR will submit a claim on their
26 organization's stationery, which must include at a minimum the
27 CONTRACTOR'S name, invoice mailing address and telephone number, and
28 attach the applicable COUNTY specified Data Collection System Report

1 (currently the Final MH 952 Summary) and a signed "Certification of Claims
2 and Program Integrity" form (PIF). The summary page of the monthly, final
3 applicable Data Collection System Report (currently the final MH 952) and the
4 PIF form must be attached to the CONTRACTOR invoice. Failure to attach the
5 monthly, final summary page of the applicable Data Collection System Report,
6 the Certification of Claims and the signed PIF, will delay payment to the
7 CONTRACTOR until the required documents are provided. The claim must be
8 approved and signed by the Director or an authorized designee of the
9 CONTRACTOR. Monthly claims shall be submitted to the appropriate Program
10 or Regional Manager of the COUNTY'S Department of Mental Health, no later
11 than the tenth (10th) working day of each month.

- 12 5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and
13 CONTRACTOR shall provide the COUNTY with all information
14 necessary for the preparation and audit of such billings.
- 15 6. Contract will submit a monthly report and invoice for payment, and a
16 quarterly report to COUNTY program with invoice describing outcomes,
17 progress updates and services delivered based on the contract's Exhibit A,
18 "Scope of Services".
- 19 7. Unless otherwise notified by the COUNTY, CONTRACTOR
20 invoicing will be paid by the COUNTY thirty (30) calendar days after
21 the date the invoice is received by the applicable COUNTY
22 Program/Region.
- 23 8. In addition, CONTRACTOR shall receive monthly reimbursement based on
24 Actual Costs of Prescriptions, Health Maintenance Costs and Flex Funding,
25 and shall invoice according to Section B1 and B2 above.
- 26 9. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
27 be paid by the COUNTY thirty (30) calendar days after the date the invoice
28 is received by the applicable COUNTY Program/Region.

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

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

18 **E. REVENUES:**

- 19 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
20 Institutions Code, and as further contained in the State Department of Mental
21 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for
22 the provision of the services as described in Exhibit A. Such revenues may
23 include but are not limited to, fees for services, private contributions, grants or
24 other funds. All revenues received by CONTRACTOR shall be reported in
25 their annual Cost Report, and shall be used to offset gross cost.
- 26 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
27 Medicare or other third party benefits shall be determined by the
28 CONTRACTOR. CONTRACTOR shall pursue payment from all potential

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sources in the following sequential order. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance, then first party, and finally from Short/Doyle Medi-Cal as payor of last resort.

3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within 30 days of receipt.
4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified, and to collect and clear with the State any Medi-Cal Share of Cost. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Uniform Method of Determining Ability to Pay (UMDAP) Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.

- 1 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
2 fees. Notification must be made within ten (10) days following any fee increase.

3 **F. REALLOCATION OF FUNDS:**

- 4 1. No funds allocated for Contract Client Services, may be reallocated to Start-up
5 funding. No funds allocated for one mode of service may be reallocated to
6 another mode of service unless written approval is given by the Regional
7 Administrator/ Manager prior to either the end of the Contract Period of
8 Performance or the end of the Fiscal Year (June 30th). Approval shall not
9 exceed the total maximum obligation for the fiscal year.
- 10 2. In addition, CONTRACTOR may not, under any circumstances and without prior
11 approval and/or written consent from the Regional Administrator/Program
12 Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate
13 funds between non-billable and billable mode and service functions services,
14 and/or procedure codes as designed in the Schedule I that are defined as non-
15 billable by the COUNTY, State or Federal government from or to funds, services,
16 mode of services and/or procedure codes that are defined as billable by the
17 COUNTY, State or Federal governments.
- 18 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
19 Exhibit C to another is also prohibited without prior, written consent and approval
20 from the Program Manager prior to the end of either the Contract Period of
21 Performance or Fiscal year.

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

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

26 **H. COST REPORT:**

- 27 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
28 CONTRACTOR shall provide to COUNTY two (2) copies for each Reporting

1 Unit (RU) number, an annual Cost Report with an accompanying financial
2 statement and applicable supporting documentation to reconcile to the Cost
3 Report within forty-six (46) calendar days following the end of each fiscal
4 year (June 30), the expiration or termination of the contract, which ever occurs
5 first. The Cost Report shall detail the actual cost of services provided to
6 include staff time accounting. The Cost Report shall be provided in the
7 format and on forms provided by the COUNTY. Final payment to
8 CONTRACTOR shall not be made by COUNTY until the final current and
9 prior year Cost Report(s) have been reconciled, settled and signed by
10 CONTRACTOR and received and approved by the COUNTY>

- 11 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
12 allocation methods to distribute cost between COUNTY and non-COUNTY
13 programs.
- 14 3. CONTRACTOR is required to send one representative to the cost report
15 training annually held by COUNTY regarding preparation of the year-end Cost
16 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
17 of the training. Attendance at the training is necessary annually in order to
18 ensure that the Cost Reports are completed appropriately. Failure to attend this
19 training may result in delay of payment. CONTRACTOR is required to report
20 expenditures, revenues, and units by mode and service function code and by
21 maximum obligation type (Contract Client Services and Start Up Costs).
22 Detailed instructions on the preparation of the Cost Reports are provided at the
23 training.
- 24 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
25 has not been received within forty-six (46) calendar days after the end of the
26 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
27 (46) calendar day time frame, future monthly reimbursements will be withheld
28 until the COUNTY is in possession of a completed cost report. Future

1 monthly reimbursements will be withheld if the Cost Report contains errors
2 which are not corrected within ten (10) calendar days of written or verbal
3 notification from the COUNTY. Failure to meet any pre-approved deadline
4 extensions will immediately result in the withholding of future monthly
5 reimbursements.

- 6 5. The Cost Report shall serve as the basis for year-end settlement to
7 CONTRACTOR including a reconciliation and adjustment of all payments
8 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
9 payments made in excess of Cost Report settlement shall be repaid upon
10 demand, or will be deducted from the next payment to CONTRACTOR.
- 11 6. All current and/or future contract service payments to CONTRACTOR will be
12 withheld by the COUNTY until the final current and prior year Cost Report(s)
13 have been reconciled, settled and signed by CONTRACTOR, and received
14 and approved by the COUNTY.

15 **I. COST REPORT SETTLEMENT:**

16 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as
17 per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,
18 Health Maintenance Costs and Flexible Funding costs under this agreement on the
19 annual cost report. Where deemed applicable, Actual Costs for Indirect
20 Administrative Expenses shall not exceed the amount of the percentage of costs as
21 submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-
22 end settlement shall not exceed the Contract Maximum Obligation, less revenue, up
23 to Maximum Obligation as stated in Section A above.

24 **J. BANKRUPTCY:**

25 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
26 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a
27 carbon copy to the Department of Mental Health's Program Support Unit, in writing of
28 such. The CONTRACTOR shall submit a properly prepared Cost Report in accordance

1 with the requirements and deadlines set forth in Section H before final payment is
2 made.

3 **K. FURNISHINGS AND EQUIPMENT:**

4 1. **APPROVAL FOR PURCHASE**

5 Any equipment or furnishings are required to be approved by the COUNTY in
6 writing prior to making purchase. Any equipment or furnishings not approved
7 by the COUNTY prior to purchase shall not be reimbursed to the
8 CONTRACTOR by the COUNTY either as a start up or operating cost at any
9 time.

10 2. **OWNERSHIP**

11 Equipment and furnishings purchased through this Agreement are the property
12 of the COUNTY. Procedures provided by the COUNTY for the acquisition,
13 inventory, control and disposition of the equipment and the acquisition and
14 payment for administrative services to such equipment (e.g. office machine
15 repair) are to be followed.

16 3. **INVENTORY**

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

28 4. **DISPOSAL**

Approval must be obtained from the COUNTY prior to the disposal of any
property purchased with funds from this Agreement, regardless of the
acquisition value. Disposal (which includes sale, trade-in, discard, or transfer

1 to another agency or program) shall not occur until approval is received in
2 writing from the COUNTY.

3 **5. CAPITAL ASSETS:**

- 4 a. Capital assets are tangible or intangible assets exceeding \$5,000 that
5 benefit an agency more than a single fiscal year. For capital assets
6 approved for purchase by the COUNTY, allowable and non-allowable cost
7 information and depreciation requirements can be found in the Center for
8 Medicare and Medicaid Services (CMS) Publication 15, Provider
9 Reimbursement Manual (PRM) Parts I & II. It is the CONTRACTOR'S
10 responsibility to ensure compliance with these requirements.
- 11 b. Any capital asset that was acquired or improved in whole or in part with
12 funds disbursed under this Agreement, or under any previous Agreement
13 between COUNTY and CONTRACTOR, shall either be, at the election of
14 the COUNTY as determined by the Director or designee: (1) transferred
15 to the COUNTY including all title and legal ownership rights; or (2)
16 disposed of and proceeds paid to COUNTY in a manner that results in
17 COUNTY being reimbursed in the amount of the current fair market value
18 of the real or personal property less any portion of the current value
19 attributable to CONTRACTOR'S out of pocket expenditures using non-
20 county funds for acquisition of, or improvement to, such real or personal
21 property and less any direct and reasonable costs of disposition.

22 **L. AUDITS:**

- 23 1. CONTRACTOR agrees that any duly authorized representative of the Federal
24 Government, the State or COUNTY shall have the right to audit, inspect,
25 excerpt, copy or transcribe any pertinent records and documentation relating
26 to this Agreement or previous Agreements in previous years.
- 27 2. If this contract is terminated in accordance with Section XXIX,
28 TERMINATION PROVISIONS, 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

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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 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreements(s) in subsequent years.
4. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action 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 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 previous year's Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

M. DATA ENTRY:

1. CONTRACTOR understands that as the COUNTY upgrades its current Data Collection System to comply with Federal, State and /or local funding and service delivery requirements; CONTRACTOR will, therefore, be responsible for attending and receiving COUNTY training associated with, but not limited to, applicable service data entry, billing and invoicing, and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded Data Collection System as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such

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training is required and available. In the event the COUNTY'S specified Data Collection System changes prior to a new fiscal year, COUNTY shall notify CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.

2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

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Rev. 5/20/10

**SCHEDULE I
MENTAL HEALTH**

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

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE ()	ACTUAL COST (X)			NEGOTIATED NET AMOUNT ()	
	1/12th = \$92,008.08				
Medication/Health Maintenance is Actual Cost					
DEPT ID/PROGRAM: 4100202217.74700					
SYSTEM RU NUMBER:	33I6N1	33I6N2			
TYPE of MODALITY	Crisis Residential	Meditication Support	Medications & Health Maintenance	TOTAL	
MODE OF SERVICE:	05	15		Service Only = \$1,104,097	
SERVICE FUNCTION:	40	60			
PROCEDURE CODE:	180	460			
UNITE TYPE:	Client Day	Staff Minute	Actual Cost		
NUMBER OF UNITS:	4,654	35,500	12		
COST PER UNIT:	\$200.47	\$4.82	n/a		
GROSS COST:	\$932,987	\$171,110	\$34,521	\$1,138,618	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$932,987	\$171,110	\$34,521	\$1,138,618	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%	
A. Medi-Cal FFP	\$186,784	\$34,256	\$0	\$221,040	20.02%
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	0.00%
D. STATE FUNDS- MHSA	\$746,203	\$136,854	\$34,521	\$917,578	79.98%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	0.00%
F. OTHER:	\$0	\$0	\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)	\$932,987	\$171,110	\$34,521	\$1,138,618	100.00%

FUNDING SOURCES DOCUMENT CLIB FY 2010/11

ADMINISTRATIVE SERVICE ANALYST SIGNATURE: Susan Marshall

DATE: April 1, 2010

FISCAL SERVICES SIGNATURE: *Suzie Cameron*

DATE: 5/27/10