

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

319



FROM: Department of Mental Health

SUBMITTAL DATE:
June 13, 2012

SUBJECT: Approve the Sole Source Agreement with Anka Behavioral Health, Inc. for Adult Residential Treatment (ART) services. (District 4/4)

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

1. Approve the sole source, nineteen month (19) agreement with Anka Behavioral Health, Inc. to provide Adult Residential Treatment (ART) services in the desert region of Riverside County to include start up expenses and mental health direct treatment services in the amount of \$1,365,922 commencing December 1, 2011 through June 30, 2013;
2. Authorize the Chairman of the Board to sign the nineteen month (19) agreement; and
3. Authorize the Riverside County Purchasing Agent to increase, decrease and/or amend this agreement up to 10% of the approved agreement amount; and authorized the Purchasing Agent to annually renew this agreement through June 30, 2015. (District 4/4)

BACKGROUND: On February 14, 2011, the Riverside County Purchasing Department, on behalf of the Riverside County Department of Mental Health (RCDMH), issued Request for Proposal (RFP) #MHARC081 to solidify a fifteen (15) bed Adult Residential Treatment (ART) facility in the desert region of Riverside County. This RFP was released to find providers who could provide residential treatment services as defined by California Code of Regulations (CCR) Title IX, Division 1, Section 1810.203. (Continued on page 2)

JW:SM:JC:SL

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,365,922	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012 2012/2013

SOURCE OF FUNDS: 30.23% Federal and 69.77% State	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

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, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: Mental Health, Purchasing

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

3.21

Prev. Agn. Ref: ATTACHMENTS FILED District: 4/4 Agenda Number:

WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *ELENA M. BOEVA* DATE: 6-11-12
 Purchasing: *Mark Seiler* Assistant Director
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

SUBJECT: Approve the Sole Source Agreement with Anka Behavioral Health, Inc. for Adult Residential Treatment (ART) services. (District 4/4)

BACKGROUND: (Cont'd)

The RFP also allowed for "start-up" costs, to include, but not limited to, site solidification and modifications associated with providing the mental health treatment services at the ART facility. The RFP was issued to more than thirty (30) organizations throughout the State of California; and on March 30, 2011, one (1) responsive bid was received.

However, in order to determine why there was only one respondent in this matter, the Purchasing Agent conducted a post-bid survey and received the following responses back from the bidders: 1) "The funding did not seem adequate for the level of service required"; 2) "For a challenging service like this that is reimbursed at SMA, we would have also needed a contract commitment on census or costs"; 3) "The RFP appeared to have a preference for providers who already had a site for the program"; and 4) "Too busy with other projects to prepare a proposal".

The bid was evaluated by a team comprised of five (5) individuals, which included four (4) RCDMH program and administration professionals and one (1) Senior Mental Health Peer Support Specialist. After careful consideration and evaluation, in accordance with the Purchasing Department's Policy, it was determined that the proposal submitted from Anka Behavioral Health, Inc. was responsive, and that the provider could perform these specialized ART services on behalf of the RCDMH in accordance with the aforementioned California state regulations. The ART facility will divert fifteen conservatees out of Institutions for Mental Diseases, which will lower the cost of care for the RCDMH. The residents housed in the ART facility will work towards long term recovery, and will also work towards independent living and obtaining employment. Therefore, the RCDM requests that the Board of Supervisors approves this nineteen month agreement with Anka Behavioral Health, Inc. to provide ART services to Riverside County constituents in the desert region. The facility will be located with a legal address of Desert Hot Springs.

PERIOD OF PERFORMANCE:

The period of performance for this agreement shall be from December 1, 2011 until June 30, 2013 in order to provide time for site preparation and for services to commence for an entire 12 month period. This agreement may be renewed annually thereafter until June 30, 2015. This agreement also includes termination clauses that may be exercised by the RCDMH when deemed necessary.

FINANCIAL IMPACT:

The costs for the establishment of this agreement have been budgeted in the department's Mental Health Service Act (MHSA) budget through June 30, 2013. No additional County funds are required.

PRICE REASONABLNESS:

The Anka Behavioral Health, Inc. rate is a negotiated rate as established through the RFP process, and is also within the industry rate standard for adult residential services. The rates for services are also within the range of the state maximum allowable Medi-cal rate for reimbursement.



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

PREAMBLE

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

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

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 44 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein.

CONTRACTOR

By: Chris Withrow

Chris Withrow, CEO
Print Name

Date: 6/11/12

COUNTY

By: [Signature]
John Tavaglione, Chairman, Board of Supervisors

Date: JUN 26 2012

Attest by: [Signature]
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 5/6/12
ELENA M. BOEVA DATE

JUN 26 2012 3.21

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EXHIBIT A
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Schedule I

I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by this reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective as of December 1, 2011 and continue in effect through June 30, 2013. The contract may thereafter be renewed annually, up to an additional two (2) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein.

Restrictions On Salaries

B. CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by the CONTRACTOR or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.

1 C. Union Organizing

- 2 1. CONTRACTOR, by signing this Agreement, hereby acknowledges the
3 applicability of California Government Code Sections 16645 through Section
4 16649 of the State NNA contract.
- 5 2. CONTRACTOR will not assist, promote, or deter union organizing by
6 employees performing work on a state service contract, including a public works
7 contract.
- 8 3. CONTRACTOR will not, for any business conducted under this contract, use
9 any state property to hold meetings with employees or supervisors, if the purpose
10 of such meetings is to assist, promote or deter union organizing unless the state
11 property is equally available to the general public for holding meetings.
- 12 4. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or
13 deter union organizing, Contractor will maintain records sufficient to show that
14 no reimbursement from state funds has been sought for these costs, and the
15 CONTRACTOR shall provide those records to the Department of Mental Health
16 (DOMH) and then to the Attorney General upon request.

17 D. Lobbying And Restrictions And Disclosures Certification

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

20 1. Certification and Disclosure Requirements

- 21 a) CONTRACTOR (or recipient) who requests or receives a contract, sub-
22 contract, grant or sub-grant, which is subject to Title 31, USC, Section
23 1352, and which exceeds \$100,000 at any tier, shall file a certification
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1 (in the form set forth in by the COUNTY), consisting of one page,
2 entitled "Certification Regarding Lobbying" that the recipient has not
3 made, and will not make, any payment prohibited by sub-section B of
4 this provision.

5 b) CONTRACTOR shall file a disclosure (in the form set forth by the
6 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
7 Activities") if any funds other than federally appropriated funds have
8 been paid or will be paid to any person for influencing or attempting to
9 influence any officer or employee of any agency, a Member of
10 Congress, an officer or employee of Congress, or any employee of a
11 Member of Congress in connection with this federal grant.
12

13 c) CONTRACTOR shall require that the language of this certification be
14 included in the award documents for all sub-awards at all tiers
15 (including subcontracts, sub-grants, and contracts under grants, loans
16 and cooperative agreements) and that all sub-recipients shall certify and
17 disclose accordingly.
18

19 d) CONTRACTOR shall file a disclosure form at the end of each calendar
20 quarter in which there occurs any event that requires disclosure or that
21 materially affect the accuracy of the information contained in any
22 disclosure form previously filed by such person under Paragraph 1 (A)
23 herein. An event that materially affects the accuracy of the information
24 reported includes:
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- 1) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 2) A change in the person (s) or individual (s) influencing or attempting to influence a covered federal action;
- 3) A change in the officer(s), employee (s), or member (s) contacted for the purpose of influencing or attempting to influence a covered federal action;
- 4) CONTRACTOR who requests or receives from a person referred to in Paragraph 1 (a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above;
- 5) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1 (a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to AOD program contract manager.

E. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the

1 following covered federal actions: the awarding of any federal contract, the making
2 of any federal grant, the making of any federal loan, entering into any cooperative
3 agreement, and the extension, continuation, renewal, amendment, or modification of
4 any federal contract, grant, loan or cooperative agreement.
5

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

19 IV

20 PROGRAM SUPERVISION, MONITORING AND REVIEW:

21 Pursuant to Title 9, California Code of Regulations, Division 4, and Health and
22 Safety Code, services hereunder shall be provided by CONTRACTOR under the
23 general supervision of the COUNTY Director of Mental Health, hereinafter called
24 DIRECTOR, or his authorized designee.
25

26 A. CONTRACTOR agrees that any duly authorized representative of the Federal
27 Government, the State, or COUNTY shall have the right to audit, inspect, excerpt,
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1 copy or transcribe any pertinent records and documentation relating to this
2 Agreement or previous year's Agreements.

3 B. If this contract is terminated in accordance with Section XXIX, TERMINATION
4 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
5 reimbursement to CONTRACTOR by COUNTY shall not be made until audit
6 results are known and all accounts are reconciled. Revenue collected by
7 CONTRACTOR during this period for services provided under the terms of this
8 Agreement will be regarded as revenue received and deducted as such from the final
9 reimbursement claim.
10

11 C. Any audit exception resulting from an audit conducted by any duly authorized
12 representative of the Federal Government, the State or County shall be the
13 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
14 paid in full upon demand or withheld at the discretion of the DIRECTOR against
15 amounts due under this Agreement or previous year's Agreement(s).
16

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

STATUS OF CONTRACTOR:

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

CONTRACTOR certifies that it is aware of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.

CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify

1 COUNTY for any and all federal or state withholding or retirement payments which
2 COUNTY may be required to make pursuant to federal or state law.

3 VI

4 ADMINISTRATIVE CHANGE IN STATUS:

- 5
- 6 a. If, during the term of the Agreement, there is a change in CONTRACTOR'S
7 status, a detailed description of the change must be submitted to COUNTY in
8 writing at least sixty (60) days prior to the effective date of the change. A
9 change in status is defined as a name change not amounting to a change of
10 ownership, moving a facility's service location within the same region,
11 closing a facility with services being offered in another already existing
12 contracted facility, or change in services offered without an increase to the
13 contract maximum. Other changes to the contract may result in a more
14 formal contract amendment. Involuntary changes of status due to disasters
15 should be reported to the COUNTY as soon as possible.
- 16
- 17
- 18 b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
19 beginning of each fiscal year and upon execution of the CONTRACTOR'S
20 agreement, emergency and/or after hour contact information for the
21 CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour
22 contact information shall include, but is not limited to, first and last name of
23 emergency and/or after hour contact, telephone number, cellular phone number, and
24 applicable address(s). CONTRACTOR shall provide this information to the
25 COUNTY at the same time the CONTRACTOR provides the COUNTY with
26 annual insurance renewals and/or changes to insurance coverage.
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1 c. CONTRACTOR shall be responsible for updating this information, immediately and
2 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
3 information occurs during the fiscal year or prior to the end of the fiscal year.
4 Written CONTRACTOR updates of this information shall be provided to the
5 COUNTY in accordance with Section XXXIII-Notices of this agreement.

6 VII

7 DELEGATION AND ASSIGNMENT:

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

25 ALTERATION:
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1 No alteration or variation of the terms of this Agreement shall be valid unless made
2 in writing and signed by the parties hereto, and no oral understanding or agreement not
3 incorporated herein, shall be binding on any of the parties hereto.

4 IX

5 LICENSES:

6
7 CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications,
8 waivers and exemptions necessary to provide services hereunder and required by the laws or
9 regulations of the United States, State of California, the county of Riverside and all other
10 appropriate governmental agencies, and agrees to maintain these throughout the term of this
11 Agreement. CONTRACTOR shall notify DIRECTOR, or his designee, immediately and in
12 writing of its inability to maintain, irrespective of the pendency of an appeal, such licenses,
13 permits, approvals, certifications, waivers or exemptions.

14 X

15 INDEMNIFICATION:

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

4 XI

5 INSURANCE:

6 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
7 hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or cause
8 to be maintained, at its sole cost and expense, the following insurance coverage during the
9 term of this Agreement.
10

11 A. Workers' Compensation:

12 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
13 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
14 of the State of California. Policy shall include Employers' Liability (Coverage B)
15 including Occupational Disease with limits not less than \$1,000,000 per person per
16 accident. Policy shall be endorsed to waive subrogation in favor of the County of
17 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
18 Endorsement.
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20
21 B. Commercial General Liability:

22 Commercial General Liability insurance coverage, including but not limited to, premises
23 liability, contractual liability, completed operations, personal and advertising injury
24 covering claims which may arise from or out of CONTRACTOR'S performance of its
25 obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and
26 Departments of the County of Riverside, their respective directors, officers, Board of
27 Supervisors, employees, elected and appointed officials, agents or representatives as
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1 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
2 occurrence combined single limit. If such insurance contains a general aggregate limit, it
3 shall apply separately to this agreement or be no less than two (2) times the occurrence
4 limit.

5 C. Vehicle Liability:

6 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
7 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
8 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
9 occurrence combined single limit. If such insurance contains a general aggregate limit, it
10 shall apply separately to this agreement or be no less than two (2) times the occurrence
11 limit. Policy shall name, all Agencies, Districts, Special Districts, and Departments of the
12 County of Riverside, their respective directors, officers, Board of Supervisors,
13 employees, elected and appointed officials, agents or representatives as Additional
14 Insured.
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18 D. Professional Liability:

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

7 E. 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's 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'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
21 eliminate such deductibles or self-insured retentions as respects this Agreement with
22 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
23 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
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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 Mental
17 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
18 CONTRACTOR shall not commence operations until the County of Riverside has
19 been furnished original Certificate(s) of Insurance and certified original copies of
20 endorsements or policies of insurance including all endorsements and any and all
21 other attachments as required in this Section.
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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
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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 contract upon which COUNTY may immediately
9 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.
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XIV

NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, sexual preference, or disabilities. Such affirmative action shall include, but not be limited to the following: employment, upgrading, 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 employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, sexual preference, or 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 further
6 contracts involving State funds.
7

8 **B. Services, Benefits, and Facilities:**

- 9 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
10 Subcontractors shall not lawfully discriminate in the provision of services
11 because of race, color, creed, national origin, sex, age, or physical, sensory,
12 cognitive, or mental disability as provided by state and federal law and in
13 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
14 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
15 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
16 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
17 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
18 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
19 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
20 3, Article 9.5 of the Government Code commencing with Section 11135; and
21 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
22 10800.
23
24 2. For the purpose of this Agreement, discrimination on the basis of race, color,
25 creed, national origin, sex age, or physical, sensory, cognitive, or mental
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1 disability includes, but is not limited to, the following: denying an otherwise
2 eligible individual any service or providing benefit which is different, or is
3 provided in a different manner or at a different time, from that provided to
4 others under this Agreement; subjecting any otherwise eligible individual to
5 segregation or separate treatment in any matter related to the receipt of any
6 services; restricting an otherwise eligible individual in any way in the
7 enjoyment of any advantages or privilege enjoyed by others receiving any
8 services or benefit; and/or treating any individual differently from others in
9 determining whether such individual satisfied any admission, enrollment,
10 eligibility, membership, or other requirement or condition which individuals
11 must meet in order to be provided any service or benefit.
12

- 13
- 14 3. CONTRACTOR shall further establish and maintain written procedures
15 under which any person, applying for or receiving services hereunder, may
16 seek resolution from CONTRACTOR of a complaint with respect to any
17 alleged discrimination in the provision of services by CONTRACTOR'S
18 personnel. Such procedures shall also include a provision whereby any such
19 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,
20 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized
21 designee, for the purpose of presenting his or her complaint of alleged
22 discrimination. CONTRACTOR will maintain a written log of complaints for
23 a period of seven (7) years.
24
- 25
- 26 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
27 Chapter 11, Section 1810.435 (b)(2) of the California Code of Regulations.
28

1 CONTRACTOR will store and dispense medications in compliance with all
2 applicable State and Federal laws and regulations and COUNTY'S
3 "Medication Guidelines," available from the COUNTY Quality
4 Improvement- Outpatient Division.

- 5
- 6 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
7 Checklist for Accessibility must be submitted as a part of the application
8 process requirement for contracting.
- 9 6. CONTRACTORS that relocate must find space that is accessible.
10 CONTRACTORS that renovate their existing space must meet accessibility
11 standards in order to maintain funding, certification or licensure.
- 12
- 13 7. CONTRACTORS that are not currently accessible to people with disabilities
14 must have a written and posted referral policy and plan developed in
15 conjunction with the county alcohol and drug program administration and
16 consumers must be provided with a copy of this policy.
- 17
- 18 8. Existing facilities must provide a current written ADA/504 (Access to
19 Services) Plan to the County at each renewal, including a current Disability
20 Admission and Referral Policy developed in conjunction with the County ADP
21 Administration.
- 22

23 XV

24 PERSONS WITH DISABILITIES:

25 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
26 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
27
28

1 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
2 all guidelines and interpretations issued pursuant thereto.

3 XVI

4 REPORTS:

- 5
- 6 A. CONTRACTOR shall participate in the COUNTY'S Management Information
7 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
8 shall report to the program, applicable client and staff related data regarding the
9 CONTRACTOR'S program by the fifth (5th) working day of the following month.
- 10 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
11 specified and/or required by the COUNTY, and Federal guidelines. COUNTY may provide
12 additional instructions on reporting requirements.
- 13 C. CONTRACTOR shall comply with the treatment and prevention data quality
14 standards established by the State. Failure to meet these standards on an ongoing
15 basis may result in withholding funds.
- 16 D. As this contract relates to Nondiscrimination and Institutional Safeguards for
17 Religious Providers, the CONTRACTOR shall establish such processes and
18 procedures as necessary to comply with the provisions of Title 42, USC, Section
19 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B) Charitable Choice
20 Regulations.
- 21 E. CONTRACTOR shall comply with the State reporting requirements pursuant to the
22 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
23 the events listed hereafter the CONTRACTOR shall make a telephonic report to the
24 State department licensing staff (hereinafter "department") within one (1) working
25 day. The telephonic report is to be followed by a written report to the department
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27
28

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

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 Section 2502 of Title
8 17, California Code of Regulations shall be reported to the local health officer
9 in addition to the department.

10 (d) Poisonings

11 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
12 disaster

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

14 (2) Information provided shall include the following:

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

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

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

18 (d) The items below shall be reported to the department within ten (10)
19 working days following the occurrence.

20 (1) The organizational changes specified in Section 10531(a) of this
21 subchapter

22 (2) Any change in the licensee's or applicant's mailing address

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

25 F. COUNTY reserves the right to perform a further investigation of any and all adverse
26 incidents as outlined in paragraph F above at their discretion, and based on the
27 outcome of the adverse incident investigation; COUNTY may suspend
28

1 CONTRACTOR referrals or terminate CONTRACTOR contract until COUNTY
2 receives corrective action.

3 XVII

4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

5 The CONTRACTOR in this Agreement is subject to all relevant requirements
6 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
7 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
8 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
9 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
10 implementation of relevant law(s) and/or regulation(s) promulgated under this law.

12 XVIII

13 CONFIDENTIALITY:

14 CONTRACTOR shall maintain the confidentiality of all its records, including but
15 not limited to billings, COUNTY records, client records, and COUNTY'S management
16 information system in accordance with Health and Safety Code, Sections 11760 through
17 11841, Title 42 Code of Federal Regulations, Part 2, and all other applicable COUNTY,
18 State and Federal laws, regulations, ordinances and directives relating to confidentiality of
19 client records and information.

20
21
22 A. CONTRACTOR is required to have in effect a system to protect from inappropriate
23 disclosure patient records maintained in connection with any activity funded under
24 this Agreement. This system shall include provisions for employee education on the
25 confidentiality requirements and the fact that disciplinary action may occur upon
26 inappropriate disclosures. CONTRACTOR agrees to implement administrative,
27 physical, and technical safeguards that are reasonable and appropriately to protect
28

1 the confidentiality, integrity and availability of all confidential information that it
2 creates, receives, maintains or transmits.

3 B. CONTRACTOR shall protect from unauthorized disclosure, confidential client
4 identifying information obtained or generated in the course of providing services
5 pursuant to this contract except for non-identifying statistical information. The
6 CONTRACTOR shall not use identifying information for any purpose other than
7 carrying out the CONTRACTOR'S obligations under this contract
8

9 C. CONTRACTOR shall not disclose confidential client identifying information except
10 as authorized by client, clients' legal representative or as permitted by Federal or
11 State law, to anyone other than the COUNTY or State or Federal without prior valid
12 authorization from the client or clients' legal representative in accordance with State
13 and Federal laws. Any disclosures made shall be logged and the log maintained in
14 accordance with State and Federal law.
15

16 D. If CONTRACTOR receives any requests for records or subpoena, from attorneys,
17 insurers or beneficiaries for copies of bills, CONTRACTOR will provide the
18 COUNTY with a copy of any document released as a result of such request, and will
19 provide the name, address and telephone number of the requesting party.
20

21 E. CONTRACTOR shall require all its officers, employees, associates, and agents
22 providing services hereunder to be trained in the requirement of HIPAA Security and
23 Privacy Rules, as well as the CONTRACTOR'S Security and Privacy policies and
24 procedures, and will acknowledge, in writing, understanding of and Agreement to
25 comply with said confidentiality provisions.
26
27
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1 F. CONTRACTOR shall notify the Riverside Co Manager or the Riverside County
2 Department of Mental Health Compliance Officer within twenty-four (24) hours
3 during a workweek of any suspected or actual breach of computer system security, if
4 the security breach would require notification under Civil Code Section 1798.82.
5 CONTRACTOR agrees to materially assist the COUNTY in any action pertaining to
6 such unauthorized disclosure required by applicable Federal or State.
7

8 XIX

9 RECORDS/INFORMATION AND RECORD RETENTION:

10 A. MEDICAL/CLIENT RECORDS:

11 CONTRACTOR shall maintain adequate medical records on each individual client
12 which shall include diagnostic procedures, evaluation studies, problems to be
13 addressed, medications provided, and records of service provided by the various
14 personnel in sufficient detail to make possible an evaluation of services, including
15 records of client interviews and progress notes. Client records shall contain a
16 completed copy of the American Society of Addiction Medicine (ASAM) tool and a
17 copy of the Addiction Severity Index (ASI) tool. Client records shall be maintained
18 and retained by CONTRACTOR for a minimum of seven (7) years following
19 discharge of the client except that the records of unemancipated minors shall be kept
20 at least seven 7 years after such minor has reached the age of eighteen (18) years.
21
22
23

24 B. FINANCIAL RECORDS:

25 CONTRACTOR shall maintain complete financial records that clearly reflect the
26 cost of each type of service for which payment is claimed. Any apportionment of
27 costs shall be made in accordance with generally accepted accounting principles and
28

1 shall evidence proper audit trails reflecting the true cost of the services rendered.
2 Allowable costs shall be those costs defined in the State of California DADP Drug
3 Fiscal System Manual and any changes thereto. Statistical data shall be kept and
4 reports made as required by the DIRECTOR, or his designee, and the State of
5 California. All such records shall be available for inspection by the designated
6 auditors of COUNTY or State at reasonable times during normal business hours.
7 Appropriate financial records shall be maintained and retained by CONTRACTOR
8 for at least five (5) years or, in the event of an audit exception and appeal, until the
9 audit finding is resolved, whichever is later.
10

11 C. FINANCIAL RECORD RETENTION:

12 Appropriate financial records shall be maintained and retained by CONTRACTOR
13 for at least five (5) years or, in the event of an audit exception and appeal, until the
14 audit finding is resolved, whichever is later.
15

16 D. PATIENT RECORD RETENTION:

17 COUNTY is the owner of all patient care/client records. In the event that the
18 contract is terminated, the CONTRACTOR is required to prepare and box the client
19 medical records so that they can be archived by the COUNTY, according to the
20 procedures developed by the COUNTY. The COUNTY is responsible for taking
21 possession of the records and storing them according to regulatory requirements. The
22 COUNTY is required to provide the CONTRACTOR with a copy of any medical
23 record that is requested by the CONTRACTOR, as required by regulations, at no
24 cost to the CONTRACTOR, and in a timely manner.
25

26 E. SHARED RECORDS:
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28

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

7 XX

8 STAFFING:

9 CONTRACTOR shall operate continuously throughout the term of this Agreement
10 in conformance to the staffing expectations as may be additionally-described in Exhibit A.
11 Personnel shall be qualified, holding appropriate licenses and/or certifications in
12 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
13 California Code of Regulations (CCR), the Business and Professions Code, State
14 Department of Mental Health policy letters, and any amendments thereto. Furthermore,
15 CONTRACTOR acknowledges all its officers; employees, associates and agents
16 providing services hereunder are eligible for reimbursement for said services by their
17 exclusion from the "List of Excluded Parties" Federal registry.
18
19

20 A. During the term of this Agreement, CONTRACTOR shall have available and shall
21 provide upon request to authorized representatives of COUNTY a list of persons by
22 name, title, and professional degree including licensing, experience, credentials,
23 Cardiopulmonary Resuscitation Training, First Aid training, languages spoken,
24 Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and
25 experience of persons providing services hereunder, and any other information deemed
26 necessary by the Director or designee. These certification requirements are pursuant to
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28

1 Sections 11755, 11864, 11876(a) and 11834.50 of the California Health and Safety
2 Code and sections 9846, 10125 and 10564 of the California Code of Regulations.
3 Please visit the ADP web site at www.adp.ca.gov for registration/certification
4 requirements.

5
6 B. During the term of this Agreement, Contractor with fifteen (15) or more employees
7 will designate a Disability Access Coordinator. The Access Coordinator is
8 responsible for the development and implementation of the program's ADA/ 504
9 Self-Evaluation Plan and Annual Updates.

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

13
14 D. The CONTRACTOR recognizes the importance of child and family support
15 obligations and shall fully comply with all applicable State and Federal laws relating
16 to child and family support enforcement, including, but not limited to, disclosure of
17 information and compliance with earnings assignment orders, as provided in Chapter
18 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

19
20 E. Contractor shall establish and disseminate written policies for all employees that
21 include detailed information about the False Claims Act and the other provisions
22 named in section 1902(a)(68)(A). Included in these written policies shall be detailed
23 information about contractor's policies and procedures for detecting and preventing
24 fraud, waste, and abuse in federal, state and local health care programs. Contractor
25 shall also include in any employee handbook a specific discussion of the laws
26 described in the written policies, the rights of employees to be protected as
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1 whistleblowers, and a specific discussion of Contractor's policies and procedures for
2 detecting and preventing fraud, waste and abuse.

3 F. Out-Patient Treatment Providers are required to post their hours of operation near the
4 entry to their facilities and provide the Substance Abuse Program Manager (or
5 designee) a copy of the hours of operation.

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

13
14 XXI

15 CULTURAL COMPETENCY

16 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
17 competent manner by recruiting, hiring, maintaining and providing staff who can
18 deliver services in the manner specified to the diverse multi-cultural population
19 served under this Agreement. CONTRACTOR shall provide multi-cultural services
20 in a language appropriate and culturally sensitive manner, in a setting accessible to
21 diverse communities. Multi-cultural diversity includes, but is not limited to,
22 ethnicity; age; sexual preference; gender and persons who are disabled.
23 CONTRACTOR shall document its efforts to provide multi-cultural services in the
24 manner specified. Documentation may include, but is not limited to the following:
25 records in personnel files attesting to efforts made in recruitment and hiring
26 practices; participation in COUNTY sponsored and other cultural competency
27
28

1 training; the availability of literature in multiple languages/formats as appropriate:
2 and identification of measures taken to enhance accessibility for, and sensitivity to,
3 persons with disabilities .

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

10 2. CONTRACTOR shall provide services that are non-discriminatory and that
11 meet the individual needs of the multi-cultural beneficiaries to be served.
12 CONTRACTOR shall ensure that high quality accessible substance abuse care
13 includes:

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

3. CONTRACTOR shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and substance abuse staff. Any individual with limited English language capability or other communicative barriers shall have equal access to substance abuse services.

- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate substance abuse terminology necessary to

1 convey information such as symptoms or instructions to the client in both
2 languages.

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

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

16 Riverside County Department of Mental Health Cultural Competency Program

17 P.O. Box 7549

18 Riverside, California 92513

19 Attention: Cultural Competency Manager

20 Fax: 951-358-4792

- 21 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
22 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
23 determine and implement cultural competency activities that shall include, but is not
24 limited to, compliance with the cultural competency requirements outlined in Section
25 XXI of this agreement.
26
27 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural
28 competency as needed and requested by CONTRACTOR.

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

8. 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.

9. 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

1 Cultural Competency Program Manager. All requests for extensions must be put in
2 writing and mailed or faxed to the COUNTY'S Cultural Competency Program
3 Manager at the contact information listed herein.

4 XXII

5 INFORMING MATERIALS:

6
7 CONTRACTOR shall provide each client with certain informing materials about
8 client's rights and CONTRACTOR'S processes upon admission and upon request by client.
9 The informing materials include, but may not be limited to; Grievance Process and Appeal
10 Procedures, Advance Medical Directive, Notice of Privacy Practices, voter registration.
11 These informational materials can be found on the COUNTY Department of Mental Health
12 website, as identified in Exhibit B.

13 XXIII

14 CONFLICT OF INTEREST:

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

19
20 XXIV

21 PATIENT RIGHTS:

22
23 Patient rights shall be observed by CONTRACTOR as provided in the Health and
24 Safety Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
25 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
26 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with
27 said statutes and regulations.
28

1 XXV

2 FAIR HEARING:

3 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services
4 are being denied, terminated, or reduced. CONTRACTOR shall comply with the process
5 established by Federal and State laws and regulations.
6

7 XXVI

8 WAIVER OF PERFORMANCE:

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

13 XXVII

14 FEDERAL AND STATE STATUTES:

15 CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply
16 with all other applicable Federal and State statutes and regulations, including but not limited
17 to laws and regulations listed in Exhibit B.
18

19 XXVIII

20 DRUG-FREE WORKPLACE CERTIFICATION:

21 If State funds are utilized to fund this Agreement as specified in Schedule I, the
22 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
23 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
24 California that the CONTRACTOR will comply with the requirements of the Drug-Free
25 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
26 free workplace doing all of the following.
27
28

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

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section
6 8355 (a) to inform employees about all of the following:
7

- 8 1. The dangers of substance abuse in the workplace.
- 9 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
- 10 3. Any available counseling, rehabilitation, and employee assistance programs.
- 11 4. Penalties that may be imposed upon employees for substance abuse violations.
- 12

13 C. Provide as required by Government Code Section 8355 (a) that every employee who
14 works on the proposed contract:

- 15 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 16 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
17 condition of employment on the contract.
18

19 Failure to comply with these requirements may result in suspension of payments
20 under the contract or termination of the contract or both and the CONTRACTOR
21 may be ineligible for award of future State contracts if the COUNTY determines that
22 any of the following has occurred:
23

24 D. The CONTRACTOR has made a false certification or,

25 E. Violates the certification by failing to carry out the requirements as noted above.
26

27 XXIX

28 TERMINATION PROVISIONS:

- 1 A. Either party may terminate this Agreement without cause, upon sixty (60) days
2 written notice served upon the other party.
- 3 B. Termination does not release CONTRACTOR from the responsibility of securing
4 Protected Health Information (PHI) data.
- 5 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
6 served upon the CONTRACTOR if sufficient funds are not available for
7 continuation of services.
- 8 D. The COUNTY reserves the right, to terminate the contract without warning at the
9 discretion of the Director or designee, when CONTRACTOR has been accused
10 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 11 E. The COUNTY may terminate this Agreement immediately due to a change in
12 status, delegation, assignment or alteration of the Agreement not consented to by
13 COUNTY.
- 14 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
15 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
16 of patients served under this contract. In the event of such termination, the
17 COUNTY may proceed with the work in any manner deemed proper to the
18 COUNTY.
- 19 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
20 may take one or more of the following actions as appropriate:
- 21 a. Temporarily withhold payments pending correction of the deficiency.
- 22 b. Disallow (that is deny funds) for all or part of the cost or activity not in
23 compliance.
- 24
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1 c. Wholly or partially suspend or terminate the Agreement and if necessary,
2 request repayment to COUNTY if any disallowance is rendered after audit
3 findings.

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

9 1. CONTRACTOR shall:

- 10 a. Stop all services under this Agreement on the date, and to the extent
11 specified, in the Notice of Termination;
12
13 b. Continue to provide the same level of care as previously required under the
14 terms of this Agreement until the date of termination;
15
16 c. If clients are to be transferred to another facility for services, furnish to
17 COUNTY, upon request, all client information and documents deemed
18 necessary by COUNTY to affect an orderly transfer;
19
20 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
21 consistent with the best interest of the clients' welfare;
22
23 e. Cancel outstanding commitments covering the procurement of materials,
24 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
25 shall exercise all reasonable diligence to accomplish the cancellation of
26 outstanding commitments required by this Agreement, which relate to
27 personal services. With respect to these canceled commitments, the
28 CONTRACTOR agrees to provide a written plan to Director (or his designee

1 within thirty (30) days for settlement of all outstanding liabilities and all
2 claims arising out of such cancellation of commitments. Such plan shall be
3 subject to the approval or ratification of the COUNTY, which approval or
4 ratification shall be final for all purposes of this clause;

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

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

15
16 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
17 previously allowed until the date of termination, as determined by the Notice
18 of Termination.

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

24
25 J. In instances where the CONTRACTOR agreement is terminated and/or allowed to
26 expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
27 reserves the right to enter into settlement talks with the CONTRACTOR in order to
28

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

10
11 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
12 and are in addition to any other rights and remedies provided by law or under this
13 Agreement.
14

15 XXX

16 DISPUTE:

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

1 successive written protests up through the Department of Mental Health's administrative
2 levels of Program Chief/Assistant Director, and (finally) DIRECTOR. Each administrative
3 level shall have twenty (20) working days to respond in writing to the CONTRACTOR.
4 The DIRECTOR will have the final authority to rescind, modify or uphold the
5 finding/decision.
6

7 XXXI

8 SEVERABILITY:

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

16 XXXII

17 VENUE:

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

23 XXXIII

24 NOTICES:
25
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1 All correspondence and notices required or contemplated by this agreement shall be
2 delivered to the respective parties at the addresses set forth below and are deemed
3 submitted one day after their deposit in the United States mail, postage prepaid:

4 CONTRACTOR:
5
6 ANKA BEHAVIORAL HEALTH, INC.
7 1850 GATEWAY BOULEVARD, SUITE 900
8 CONCORD, CA 94520
9 ATTENTION: CHRIS WITHROW

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

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

- 14 a. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
15 information brochure or pamphlet during the time of the client's first visit. The
16 CONTRACTOR is subsequently responsible for reissuing the Notice of
17 Privacy Practices information brochure or pamphlet to all clients every three
18 (3) years at a minimum and/or every time the Notice of Privacy Practices
19 information is updated and/or changes.”

22 rev: 10/20/10 cw

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EXHIBIT A

CONTRACTOR NAME: **ANKA BEHAVIORAL HEALTH, INC.**

The Adult Residential Treatment (ART) Program, as defined by California Code of Regulations Title 9, Division 1, section 1810.203, shall provide services in the Desert area of Riverside COUNTY in a non-institutional, therapeutic community setting, based on the Recovery Model of values and principles for adults. The ART facility shall be certified by the State Department of Mental Health, and licensed as a Social Rehabilitation Residential Treatment Program and adult residential facility by Community Care Licensing division of Department of Public Social Services. The facility shall accommodate up to fifteen (15) mentally ill adult residents, who are between the ages of eighteen (18) and fifty-nine (59). The facility shall provide services twenty-four (24) hours a day, three hundred sixty-five (365) days a year. The facility must also apply for Medicare certification annually, whether the facility has previously been denied Medicare certification previously or not.

A. ADMISSION CRITERIA:

CONTRACTOR shall admit adult residents according to the following criteria:

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

- 1 3. Admit only ambulatory adult persons who are eighteen (18) to fifty-nine (59)
2 years in age. Clients cannot be admitted if they require the assistance of a cane,
3 walker, crutches, wheelchair, etc.
- 4 4. Admit only clients who have Medi-Cal, or Medicare and Medi-Cal (Medi-Medi).
- 5 5. The following persons shall NOT be admitted into the ART Program:
 - 6 a. Persons needing to be involuntarily detained because they pose an
7 imminent danger to self or others (WIC 5150) or require a locked setting
8 due to grave disability.
 - 9 b. Persons whose primary diagnosis is a substance abuse disorder, and who
10 do not exhibit a co-occurring mental health disorder requiring the use of
11 psychotropic medication.
 - 12 c. Person's who have physical healthcare problems which require skilled
13 nursing care, except that the facility must have the ability to care for
14 insulin-dependent clients, who are eligible for admission.
 - 15 d. Persons who do not have Medi-Cal.

16 B. ASSESSMENT AND SERVICE PLAN DEVELOPMENT

- 17 1. Individuals admitted to the ART Program shall receive a mental health
18 assessment and psychiatric assessment, including a screening for medical
19 conditions within 24 hours of admission normally, and in no case more than 72
20 hours after admission. This includes arranging for required health physical
21 (pursuant to CCL requirements and inclusive of required contagious disease
22 screenings and results).
- 23 2. Within 24 to 72 hours after admission, ART staff shall complete a Community
24 Functioning Evaluation of community living needs, and identify barriers to
25 discharge to the community.
- 26 3. Within 24 to 72 hours, ART staff shall develop a Wellness and Recovery
27 Service Plan establishing goals to be accomplished during the clients' stay in the
28 program. The service plan, which must include a discharge plan, will be

1 developed in collaboration with the client, RCDMH staff, and whenever
2 possible with the client's family or significant others (with client consent).
3 Service plans shall be updated as needed according to Medi-Cal requirements
4 during the clients' length of stay. The service plan will identify client strengths,
5 articulate client responsibilities, articulate family/support persons'
6 responsibilities (with client consent, and when family/support persons are
7 available) and reflect the client's goals.

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

15 C. MEDICATION DISTRIBUTION AND SUPPORT SERVICES:

16 The CONTRACTOR is responsible for providing medication services to the residents.
17 This includes obtaining client informed consent to take medication, assessing the
18 client's medication needs, assessing for side effects, taking vital signs on a regular
19 basis, ordering and reading periodic lab tests, coordinating mental health medications
20 with those prescribed by physical healthcare providers, and providing prescriptions per
21 the prescribing psychiatrist.

22 The CONTRACTOR shall assist clients in understanding the role of medication in their
23 recovery plan; explain the range of medication choices, provide education to residents
24 in the side effect profiles of medications, and how these side effects can be managed.
25 Clients' questions and concerns about medication will be addressed and resolved
26 quickly and proactively to increase client self-responsibility for medication
27 management.

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

4 CONTRACTOR shall administer and monitor medication according to the
5 following requirements:

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

1 At least two (2) staff, one (1) from each shift, will sign a Schedule II - V
2 medications log verifying the accuracy of the count. The CONTRACTOR shall
3 develop procedures to prevent and address any misuse or unexplained
4 disappearance of Schedule II - V medications. Furthermore, the
5 CONTRACTOR shall notify the RCDMH within 24 hours after discovering any
6 misuse or disappearance of Schedule II - V medications.

- 7 9. The CONTRACTOR shall make arrangements with a local pharmacy to receive
8 verbal and written medication orders from the physician(s) who provide
9 psychiatric services to the clients in the facility.
- 10 10. The CONTRACTOR shall store medications in single unit doses if possible.
11 The CONTRACTOR shall ensure that sufficient medications are always
12 available to meet the needs of clients. At least a two-week supply of medication
13 shall be available for each client.
- 14 11. The CONTRACTOR shall provide two (2) weeks worth of medications at
15 discharge (unless discharge medications are contra-indicated).
- 16 12. All medication errors will be reported to the COUNTY'S program liaison as
17 part of the monthly performance report. Any serious medication error incidents
18 will be reported as an adverse incident (see below).

19 D. THERAPEUTIC SERVICES

20 CONTRACTOR shall provide the number and quality of trained staff to meet
21 the staffing standards of a certified and licensed Social Rehabilitation Adult
22 Residential Treatment (ART) Program. This program shall be certified by the State
23 Department of Mental Health as meeting Welfare and Institutions Code Division 4,
24 Part 1 Chapter 3, Article 4; Division 5, Part 2, Chapter 2.5, Article 1 § 5670 through
25 5671; and Title 9, Division 1, Chapter 3, article 3.5, § 531 through 535 of the
26 California Code of Regulations.

27 CONTRACTOR shall provide therapeutic services that reflect a commitment to
28 the recovery model, which optimizes client choice, positively reinforces client self-
care, independence and self-direction; instills hope and optimism towards recovery,
and celebrates client success. Program staff shall help clients identify and resolve

1 social and behavioral barriers to discharge, and optimize client's participation in, and
2 reintegration into the community.

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

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

1 of alcohol and drugs will be emphasized as a significant part of relapse
2 prevention.

3 c. Client Safety – CONTRACTOR shall provide close supervision and
4 insure the safety of all clients at all times. CONTRACTOR will develop
5 a plan to effectively manage clients who express thoughts of harming
6 themselves (and/or others).

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

11 e. Budgeting Assistance - CONTRACTOR shall assist clients in managing
12 their money, teach money management skills, and safeguard clients'
13 personal property during their residence in the program.

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

15 g. Health and sex education, including instruction regarding:

- 16 ■ Nutrition and weight management
- 17 ■ Personal hygiene
- 18 ■ AIDS/STD's awareness and prevention, and contraception

19 h. Encourage and support family and support persons' involvement in
20 treatment planning, services and discharge planning, with client consent.
21 CONTRACTOR will document contact with family and support
22 persons, and will have contact with family/support persons a minimum
23 of weekly, or document why such contact is not possible or advisable.

24 i. Provide drug and alcohol recovery services, when appropriate, and
25 provide linkage and transportation to substance abuse programs, either
26 on-site, or in the community (e.g., AA, NA and COUNTY Drug and
27 Alcohol Services). Co-occurring disorders will be identified whenever
28 present, and treatment for these disorders will be provided.

1 j. Socialization skill building through:

- 2 ■ Motivational interviewing and the installation of hope
- 3 ■ Social relationship/communication skills
- 4 ■ Community living skills, including plans for self-care in the
- 5 community personal responsibility and goal setting
- 6 ■ Access to and cooperation with physical healthcare providers
- 7 ■ Effective communication with service providers
- 8 ■ Effective and supportive family and peer relationships
- 9 ■ Substance abuse relapse prevention planning for when the client
- 10 returns to the community.

11 6. Assist clients in developing prevocational and vocational plans to achieve

12 gainful employment and/or perform volunteer work, when this is an identified

13 goal in the ART treatment plan.

14 7. Provide transportation to clients, including to Peer Support Center(s), physician

15 and other healthcare provider appointments, Social Security, Medi-Cal office,

16 Court appointments, AA/NA meetings, and similar community resources

17 consistent with the client's treatment and recovery plan.

18 8. Assist clients with applications for benefits, including Social Security

19 Disability, Medi-Cal and Medicare insurances, etc.

20 9. Help clients access medical and dental services as needed.

21 F. DISCHARGES

22 1. Planned Discharges: Clients shall normally be discharged in a planned,

23 coordinated manner, as determined and approved by RCDMH staff. The

24 discharge date will be established when the Treatment Team, including the

25 client, client's family/support persons (when available), and RCDMH staff

26 determines that the client is able to live at a less intensive level of care. The

27 ART staff shall assist with discharge placements by taking the resident to visit

28

1 potential placements, and by transporting the resident to the placement at time
2 of discharge.

- 3 2. CONTRACTOR shall notify law enforcement and public guardian immediately
4 if a client elopes from the facility, so a 5150 assessment can be done.
5 CONTRACTOR shall also notify the client's family, State of California
6 Department of Social Services Community Care Licensing, and RCDMH within
7 twelve (12) hours or the next business day under these circumstances.

8 G. DOCUMENTATION OF SERVICES

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

- 12 1. Individualized Service Plans - The CONTRACTOR will develop and maintain
13 an Individualized Service Plan identifying the treatment needs and recovery
14 goals of each client. The service plan will provide a description of recovery
15 goals and the methods and services that will be used to achieve those goals. The
16 service plan must be signed by the client, indicating agreement with the plan,
17 and signed by the family/support person(s) when feasible (with client consent).
18 If a client refuses to sign the ISP, staff will document this, and will continue to
19 seek client's agreement and signature every day until the client signs the
20 document.
21
22 2. Service Documentation - CONTRACTOR will maintain referrals, assessments,
23 progress notes, and any other documentation related to clients' care in
24 accordance with State and Federal standards and RCDMH policies. Service
25 documentation will provide information regarding each client's level of
26 involvement in the different treatment activities and his/her progress towards
27 the achievement of his/her treatment goals.
28

- 1 3. Medi-Cal reimbursable services will meet documentation standards of the
2 Center for Medicare/Medi-Cal Services (CMS) and Title 9, and be consistent
3 with RCDMH policies.
- 4 4. CONTRACTOR shall enter client information into the COUNTY's database,
5 following the COUNTY'S data entry protocol. COUNTY is responsible for
6 training CONTRACTOR staff regarding data entry protocol. CONTRACTOR
7 will enter episode opening and closing data at least once every 24 hours, and
8 complete entry prior to 4:00am, so that the data base can generate an accurate
9 daily census every day. Service entry will be completed within 3 days of the
10 service provided. In the absence of an automatic database generated census, the
11 CONTRACTOR will provide an accurate daily census to RCDMH staff via
12 Internet prior to 6:00 am every day.
- 13 5. Adverse incident reports - The CONTRACTOR will document all adverse
14 incidents affecting the physical and emotional welfare of clients. Examples of
15 adverse incidents include, but are not limited to, serious physical harm to self or
16 others, serious destruction of property, elopements, etc. The CONTRACTOR
17 will notify RCDMH and Community Care Licensing within twenty-four (24)
18 hours of any serious adverse incidents affecting clients' welfare.
- 19 6. All clinical records must comply with Federal and State regulations, HIPAA,
20 and RCDMH policies and procedures. Records shall conform to the
21 requirements of the licensing authorities (State Department of Social Services
22 and State Department of Mental Health).
- 23 7. CONTRACTOR shall submit a monthly contract report to RCDMH, as outlined
24 by RCDMH, which summarizes CONTRACTOR activities.
- 25 8. Records maintained at the facility by CONTRACTOR on behalf of RCDMH are
26 the property of RCDMH.

1 H. GENERAL PROGRAM REQUIREMENTS

- 2 1. CONTRACTOR shall work cooperatively with RCDMH's regional manager,
3 contract monitor, program liaison, and RCDMH's other contracted staff, to
4 quickly and effectively respond to the needs and requests of RCDMH.
- 5 2. Fully cooperate with RCDMH's program liaison, and shall prepare and submit
6 monthly bills and monthly contract performance reports to RCDMH accurately
7 and within the requested time frames.
- 8 3. Submit to RCDMH Regional Manager by January 1 of each year any
9 recommendations or changes for next year's contract.
- 10 4. Work cooperatively with RCDMH and RCDMH's other contracted staff, and
11 community-based mental health, substance abuse and medical healthcare
12 providers.
- 13 5. Encourage client participation in the development, planning and daily operation
14 of treatment and rehabilitation services at the ART Program.
- 15 6. CONTRACTOR shall provide for special dietary needs and diets in accordance
16 with physician's orders.
- 17 7. CONTRACTOR shall plan and arrange for client's dental and medical care, and
18 provide transportation and assistance as needed or requested by RCDMH.
- 19 8. CONTRACTOR shall maintain living environments and facilities conducive to
20 quality care and treatment of persons disabled due to mental illness, including
21 ongoing maintenance, repair or replacement as needed of beds, linens, flooring,
22 paint, window coverings, fixtures, landscape, etc.
- 23 9. CONTRACTOR shall provide adequate accommodations for COUNTY staff to
24 meet with clients and clients' family/support persons. Such accommodations
25 must allow for confidentiality, privacy and safety.
- 26 10. CONTRACTOR shall agree to meet regularly with COUNTY staff to establish
27 treatment and case management services, wellness and recovery plans, and
28 discharge plans for the clients referred to the CONTRACTOR.

1 11. CONTRACTOR will maintain all records as required by Title 9 and Title 22 of
2 the California Code of Regulations; CFR 42; and HIPAA.

3 I. STAFFING AND STAFF TRAINING REQUIREMENTS

4 CONTRACTOR shall ensure that personnel are competent to provide the
5 services necessary to meet individual client needs, and employ staff in sufficient
6 numbers to meet such needs, including having sufficient number of bilingual (Spanish-
7 English) staff on duty at all times. Client-to-staff ratios shall be subject to the approval
8 of RCDMH and shall include sufficient trained personnel to ensure compliance with the
9 terms of the contract and licensing regulations. The CONTRACTOR will seek to
10 employ staff who identify as having life experience with recovery from mental health
11 disorders.

12 J. CONTRACT PERFORMANCE MONITORING

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

17 CONTRACTOR will be assigned a designated RCDMH program liaison, and
18 shall be accountable to the program liaison. CONTRACTOR shall submit monthly
19 reports to the program liaison that include, but are not limited to, the following
20 information:

- 21 ■ Average length of stay for residents
- 22 ■ Discharge disposition
- 23 ■ Source of referral
- 24 ■ Daily facility census
- 25 ■ Service units (see below for details)
- 26 ■ Forwarding Address of all clients if available
- 27 ■ Current staffing roster and staffing schedule
- 28

- 1 ▪ Medication errors (if any)
- 2 ▪ Number and type of adverse incidents, safety violations, inspections or
- 3 investigations by Community Care Licensing (if any).
- 4 ▪ Other reports or data as required by the program liaison.

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

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

15 K. PERFORMANCE OUTCOMES:

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

- 19 1. CONTRACTOR will discharge 80% of the clients within one-hundred eighty
20 (180) days of admission.
- 21 2. CONTRACTOR will discharge 75% of admissions to a less restrictive living
22 situation.
- 23 3. CONTRACTOR shall maintain an overall 90% client satisfaction rating on their
24 customer satisfaction surveys. Client satisfaction shall be surveyed a minimum
25 of twice a year, using a format and procedures approved by the COUNTY.
- 26 4. COUNTY reserves the right to modify these Performance Outcomes with prior
27 notification to CONTRACTOR.
- 28

1 L. DISASTER PREPAREDNESS

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

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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
4 by COUNTY and those Federal and State laws, regulations and policies which are
5 applicable to the terms of this AGREEMENT, including but not limited to the following:
6

7 General Regulations

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

9 Government Code 26227 (Contracting with County)

10 Government Code 7550 (Reports)

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

12 California Code of Regulations Title 9 Section 640 (Records)

13 42 Code of Federal Regulation 1320d et seq (Data Handling)

14 Welfare and Institutions Code 5608 (Program Monitoring)

15 Welfare and Institutions Code 5751.2 (Staffing)

16 HIPAA 1996: Public Law 104-91

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

18 Adult System of Care

19 California Welfare and Institutions Code Sections 5689 et seq.

20 Case Management/Service Regulations

21 California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12
22 (Rehabilitative and Developmental Services)

23 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

24 Welfare and Institutions Code 5678-79
25
26
27
28

1 Welfare and Institutions Code 5867 (Maintenance of Effort)

2 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

3 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

4 Charges and Billing (Financial Regulations)

5 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
6 Reporting)

7 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)

8 Government Code 8546.7 (Audits)

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

10 Centers for Medicare and Medicaid Services Manual

11 Child Abuse Reporting/Child Support

12 California Penal Code Sections 11164 – 11174.4 et seq.

13 Family Code, Section 5200 (Child Support)

14 Children System of Care

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

16 Community Care Facilities

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

19 Community Residential Treatment Program

20 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
21 5672 to 5699 (Community Treatment)

22 California Welfare & Institutions Code Section 5670 et seq.

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

1 Confidentiality

2 California Welfare & Institutions Code Section 5328 - 5330

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

4 42 CFR 431.300

5 45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health
6 Information)

7 45 CFR 205.50

8 Elderly and Dependent Adult Abuse Reporting

9 California Welfare & Institutions Code Sections 15600 et seq.

10 Health Care Facilities

11 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
12 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)
13 Occupational Safety and Health Administration (OHSA) and Cal OHSA

14 Homeless Mentally Disabled

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

16 California Welfare & Institutions Code Section 5680 et seq.

17 Life Support

18 California Welfare & Institutions Code Section 4075 to 4078

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

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

1 Medication Protocol

2 Riverside County Mental Health “Psychotropic Medication Protocols for Children and
3 Adolescents” Publication

4 Riverside County Mental Health “Medication Guidelines” Publication

5 Minors in Health Care Facilities

6 California Welfare & Institutions Code Section 5751.7

7 Negotiated Net Amount and Negotiated Net Agreements

8 California Welfare and Institutions Code Sections 5705 to 5716

9 Non Discrimination

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

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

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

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

14 Patients Rights

15 California Welfare & Institutions Code Sections 5325 et seq.

16 California Code of Regulations, Title 22, Section 70707

17 Policies

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

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

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

22 County and Departmental policies, as applicable to this Agreement

23 Quality Assurance

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

2 Short-Doyle/Medi-Cal

3 California Code of Regulations, Title 22, Division 3

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

6 Welfare and Institutions Code 5250 (Hearing Procedure)

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

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

10 Social Rehabilitation Programs

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

12 Special Education Pupils (AB 3632)

13 California Welfare & Institutions Code Section 18350 et seq.

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

15 Voter Registration

16 National Voter Registration Act of 1993

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22 Rev. 01/30/07 kds

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: ANKA BEHAVIORAL HEALTH, INC.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the Actual Allowable Cost of Start Up expenses and equal monthly payments once services commence, 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 Allowable 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, 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.

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C. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for the period of performance, December 1, 2011 through June 30, 2013 shall be \$1,365,922, subject to availability of Federal, State, and local funds.

D. BUDGET:

Schedule I presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Where applicable, Schedule I contains department identification number (dept. id), billable and non-billable codes, the reporting unit (RU), the mode(s) of service, the service functions, units, revenues received, maximum obligation and source of funding pursuant to this Agreement.

E. SHORT-DOYLE/MEDI-CAL (SD/MC):

1. If and where applicable, with respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, State approved negotiated SD/MC rate or customary charges, whichever is lower as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and policy letters issued by the State Department of Mental Health.
2. If and where applicable, SD/MC reimbursement is composed of Local Matching Funds and Federal Financial Participation (FFP).

F. REVENUES:

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 Mental Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services 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.

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2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), 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 Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
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 thirty (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. 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. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. 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 Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

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

G. REALLOCATION OF FUNDS:

- 1. No funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Program Manager prior to either the end of the Contract 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 approval and/or written consent from the Region/Program Manager/Administrator and confirmation from by the Supervisor of the COUNTY Fiscal Unit, reallocate funds between non-billable and billable mode and service functions and/or service procedure codes as designed in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to funds, services, mode of services and/or procedure codes that are defined as billable by the COUNTY, State or Federal governments.
- 3. If this Agreement includes more than one Exhibit C, shifting of funds from one Exhibit C to another is also prohibited without prior, written consent and

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approval from the Region Program Manager/Administrator prior to the end of either the Contract Period of Performance or Fiscal year.

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 at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring 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 and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. 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

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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 the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all applicable services into the ELMR system for the applicable month, and faxing and/or emailing the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided. SD/MC billings shall be processed by the COUNTY and the CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.

5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated

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COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contracts Exhibit A "Scope of Work".

6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received 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 Reporting Unit (RU) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46) calendar days following the end of each fiscal year (June 30th), the expiration or termination of the contract, whichever occurs first. 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.
2. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122, OMB-circular A87, etc. .
3. It is mandatory that the CONTRACTOR send one representative to the cost report training annually that is held by COUNTY that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-five (45) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-five (45) calendar day time frame, future monthly reimbursements will be withheld

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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 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.
- 7. 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 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, by certified letter with a courtesy 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.

1 L. AUDITS:

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

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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 implements its current ELMR system 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 ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR 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 ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

/Rev. 05/17/10stl; Rev. 06/08/11 stl

ANKA ART -DESERT
Schedule I

DATE: May 15, 2012

ESERT REGION

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

NEGOTIATED RATE () ACTUAL COST (x) Start Up 1/12th amount (x) Services

DEPT ID/PROGRAM: **4100202214-74700-MHSA ANKA-ART-DESERT**

SYSTEM RU#s	Actual Cost	33XXX		Board & Care	TOTAL	
		1/12th payment	1/12th payment			
SYSTEM RU NUMBER:						
TYPE of MODALITY:	Start Up Costs/Space Mod	Adult Residential	Medication Support	Board & Care	TOTAL	
MODE OF SERVICE:	N/A	05	15	60		
SERVICE FUNCTION:	N/A	65	60	40		
PROCEDURE CODE:	KStart	160	90862MD	NA		
UNITE TYPE:	N/A	Client Day	Staff Minute	NA		
NUMBER OF UNITS:	N/A	5,110	2,893	N/A		
COST PER UNIT:	N/A	\$158.90	\$4.82	NA		
GROSS COST:	\$540,000	\$811,979	\$13,943	\$147,180	\$1,513,102	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER PATIENTROOM & BOARD FEES	\$0	\$0	\$0	\$147,180	\$147,180	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$147,180	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0	\$0	\$0	
FY 12/13 MAXIMUM OBLIGATION	\$540,000	\$811,979	\$13,943	\$0	\$1,365,922	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION					%	
A. Medi-Cal FFP		\$405,990	\$6,972	\$0	\$412,961	30.23%
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	\$540,000	\$405,990	\$6,972	\$0	\$952,961	69.77%
TOTAL (SOURCES OF FUNDING)	\$540,000	\$811,979	\$13,943	\$0	\$1,365,922	100.00%

FUNDING SOURCES DOCUMENT CLIB FY 11/12

STAFF ANALYST SIGNATURE: _____ For Susan Marshall DATE: 15-May-12

FISCAL SERVICES SIGNATURE: Jennifer A. Cordova DATE: 5/15/12

ADMINISTRATIVE SERVICES OFFICER SIGNATURE: _____

Date: _____

INVOICE MONTH: _____

PROVIDER AGENCY NAME: _____

SERVICE CONTRACT NAME AND REGION: _____

SERVICE LOCATION (ADDRESS): _____

SERVICE RU's (FOR THIS LOCATION ONLY): _____

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

Medi-Cal Eligible Certification of Claims and Program Integrity

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Bill Enumerator: _____

Non-Medi-Cal Eligible Certification of Claims and Program Integrity

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Bill Enumerator: _____