

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

630



FROM: Department of Mental Health

SUBMITTAL DATE:
5/5/11

SUBJECT: Approval of the FY 2010/11 Institutions for Mental Disease (IMD) Agreement Amendments.

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

1. Approve the Agreement Amendments with the Institutions for Mental Disease (IMD) Providers as listed in Attachment "A" for FY 2010/11;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement Amendments;
3. Authorize the Riverside County Purchasing Agent to increase the previously approved aggregate amount for IMD Providers from \$9.3M to \$12.5M;
4. Authorize the Riverside County Purchasing Agent to establish new contracts with IMD Providers not to exceed \$100,000 while staying within the new Board of Supervisors approved aggregate amount of \$12.5M, without securing competitive bids in accordance with Riverside County Ordinance 459.4; and
5. Authorize the Riverside County Purchasing Agent to increase, decrease, amend and/or renew these contracts annually not to exceed the Board of Supervisors newly approved aggregate amount of \$12.5M through June 30, 2015.

BACKGROUND: On June 9, 2009, Agenda Item 3.31, the IMD contracts referenced in Attachment "A" were amended by the Riverside County Board of Supervisors for FY 2008/09. In addition, the Board of Supervisors authorized the Riverside County Purchasing Agent to enter into amendments with the IMD providers for state rate adjustments, and **(Continued on Page 2)**

JW:KAS:SL

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$12,500,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$2,195,031	Budget Adjustment:	NO
	Annual Net County Cost:	\$2,195,031	For Fiscal Year:	2010/11

SOURCE OF FUNDS: 68% State, 18% County & 14% 3rd Party

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Courmoyer

Debra Courmoyer

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Rec Consent Policy Policy

nm Per Exec. Consent

Ofc:

FORM APPROVED COUNTY COUNSEL
BY: *Wendy R. McKenna* DATE: 5/3/11
WENDY R. MCKENNA

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

3.17

SUBJECT: Approval of the FY 2010/11 Institutions for Mental Disease (IMD) Agreement Amendments.

BACKGROUND: (continued)

adjusting the amount of the contracts according to the actual usage of each IMD while staying within the approved aggregate amount of \$9.3M through June 30, 2013.

The Riverside County Department of Mental Health (RCDMH) currently contracts with five (5) IMD providers as summarized in Attachment "A". IMD providers are state licensed Skilled Nursing Facilities with a Special Treatment Program for mentally ill adult clients ages 18 to 64. Consumers of these services are placed into IMD facilities based on the severity of their mental illness, treatment needs and the availability of beds. Treatment services include: pharmacology, psychiatry, self-help skills training, behavioral intervention training, interpersonal relationships, discharge planning, and pre-vocational preparation services. The IMDs provide a lower level of care from the Inpatient Treatment Facility (ITF) and therefore are a more cost effective treatment alternative.

The RCDMH's analysis of the current year IMD expenditures showed that there is a need to increase the Board of Supervisors' previously approved aggregate amount to fund the increase in clients being recommended for temporary conservatorship and placed in the IMD level of care. There is a shortage of appropriate lower levels of care for IMD clients who are Severely and Persistently Mentally Ill (SPMI). Therefore, the RCDMH is requesting that the Board of Supervisors approve the agreement amendments with the IMD providers specified in Attachment "A", and authorize the Purchasing Agent to increase the current IMD provider aggregate from \$9.3M to \$12.5 million to fund IMD services for the remainder of FY 2010/11.

FINANCIAL IMPACT:

Each IMD provider's contract maximum obligation is based on a projected utilization multiplied by the State bed day rate. There are sufficient funds in the RCDMH's FY 2010/11 budget to provide for the requested aggregate increase. No additional county funds are required.

PERIOD OF PERFORMANCE:

These IMD provider amendments will be effective from July 1, 2010 through June 30, 2011, and may be renewed annually through June 30, 2015. Each provider agreement contains termination provisions in case of the unavailability of any applicable Federal, State, and/or County funds.

ATTACHMENT A

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
CONTRACT JUSTIFICATIONS
FY 2010/2011**

Institutes for Mental Diseases (IMDs) are State-licensed Skilled Nursing facilities (SNF) with special treatment programs, serving clients within the age range of 18-64. Treatment services include: self-help skills training, behavioral intervention training, interpersonal relationships, discharge planning, and pre-vocations preparation services (i.e. homemaking, work activity, and vocational planning).

Outlined below is a summary of adjustments (increase/decrease) to the Board approved aggregate amount. The contract maximum amount for each IMD provider has been adjusted to align the contract based on actual utilization for FY 2010/2011.

CONTRACTOR	FY 2010/11	ADJUSTMENT (Increase/Decrease)	AMOUNT	NEW CONTRACT MAX. FY 2010/11
Country Villa Riverside HealthCare Center.	\$3,503,992	Increase	\$1,426,385	\$4,930,377
Shandin Hills Rehabilitation Center.	\$1,176,518	Increase	\$571,325	\$1,747,843
Sierra Vista	\$1,531,382	Increase	\$711,009	\$2,242,391
Vista Pacifica Enterprises, Inc.	\$2,536,358	Increase	\$417,129	\$2,953,487
Landmark Medical Center	\$300,000	Increase	\$84,533	\$384,533
TOTAL	\$9,048,250		\$3,210,381	\$ 12,258,631
CONTINGENCY	\$251,750			\$241,369
GRAND TOTAL	\$9,300,000			\$12,500,000

**FY 2010/2011
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
SIERRA VISTA**

That certain agreement between the County of Riverside (COUNTY) and Sierra Vista (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on July 13, 2010 for FY 2010/2011; is hereby amended for the first time for FY 2010/2011, effective July 1, 2010 through June 30, 2011 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$1,531,382 to \$2,242,391 for FY 2010/2011.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2010/2011.

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

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

COUNTY ADDRESS:

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

INFORMATION COPY:

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

CONTRACTOR: SIERRA VISTA

COUNTY OF RIVERSIDE:

Signed: Julie Campbell

Print name: JULIE CAMPBELL

Date: 5-4-2011

Title: Regional VP

Address: 3455 E. Highland Avenue
Highland, CA 92346

Bob Buster, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: Larisa R. McKenna

Deputy County Counsel
Larisa R. McKenna

SIERRA VISTA REHABILITATION CENTER -JMD
CRISIS HOSPITAL REGION
4100206023-83550-530100
FIRST AMENDMENT-FY 2010/11

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SIERRA VISTA.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the IMD (Institute for Mental Diseases) rate(s) established annually by Welfare and Institutions Code, Section 5902(e) and 22 C.C.R. Sections 51511.1. These rates are a specific and fixed dollar amount paid for basic Skilled Nursing Facility (SNF) services and Special Treatment Services (STP). Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and by this reference incorporated herein.
2. The final year-end settlement shall be based upon the Welfare and Institutions Code rate(s) multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Ancillary services will be reimbursed on a cash basis net of revenues collected.
4. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the

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

3
4 5. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR
5 shall be paid in arrears based upon the actual units of service provided and
6 entered into the COUNTY SPUDS and/or other required, COUNTY approved
7 data collection system. CONTRACTOR will submit a claim on their
8 stationery specifying the following: client name, dates of service, units of
9 service, and summary of the dollar amount. CONTRACTOR will submit a
10 signed "Certification of Claims and Program Integrity" form (PIF) attached to
11 the claim. Failure to attach the backup documentation or the signed PIF form
12 with the claim will delay payment until the documents are provided. The
13 claim must be approved and signed by the Director or authorized designee of
14 the CONTRACTOR. Monthly claims shall be submitted to the appropriate
15 Program or Regional Manager of the COUNTY'S Department of Mental
16 Health, no later than the tenth (10th) working day of each month.

17
18
19 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
21 received by the applicable Program/Region.
22

23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$2,242,391**,
25 subject to availability of Federal, State, and local funds.

26 C. BUDGET:

27 Schedule I presents for planning purposes the budgetary details pursuant to this
28 Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

1 service functions, units, revenues received, maximum obligation and source of funding
2 pursuant to this Agreement.

3 D. SHORT-DOYLE/MEDI-CAL:

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

13 E. REVENUES:

- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
18 may include but are not limited to, fees for services, private contributions,
19 grants or other funds. All revenues received by CONTRACTOR shall be
20 reported in their annual Cost Report, and shall be used to offset gross cost.
- 21 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
22 Medicare, or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
25 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
26 certified), then insurance and then first party.

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

1 F. REALLOCATION OF FUNDS:

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

19 G. RECOGNITION OF FINANCIAL SUPPORT:

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

23 H. PAYMENT:

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or its
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the COUNTY
27 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
28 the Cost Report Reconciliation/Settlement process.

- 1 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
2 Reconciliation/Settlement processes, the COUNTY reserves the right to perform
3 periodic service deletes and denial monitoring for this agreement throughout the
4 fiscal year in order to minimize and/or potentially prevent COUNTY and
5 CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or
6 offset invoices and/or monthly reimbursements to CONTRACTOR, at any time
7 without prior notification to CONTRACTOR, for service deletes and denials
8 that may occur in association with this agreement. COUNTY shall notify
9 CONTRACTOR of any such instances of services deletes and denials and
10 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly
11 reimbursements.
- 12 3. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
13 CONTRACTOR shall be paid in arrears based upon the actual units of services
14 provided and entered into the COUNTY'S specified Data Collection System.
15 CONTRACTOR will submit a claim on their organization's stationery, which
16 must include at a minimum the CONTRACTOR'S name, invoice mailing
17 address and telephone number, summarizing the dollar amount specified in the
18 applicable COUNTY specified Data Collection System Report (currently the
19 final MH952) and a signed "Certification of Claims and Program Integrity"
20 form (PIF). The summary page of the monthly, final applicable Data Collection
21 System Report (currently the final MH952) **and** the PIF form **must** be attached
22 to the CONTRACTOR invoice. Failure to attach the monthly, final summary
23 page of the applicable Data Collection System Report, the Certification of
24 Claims **and** the signed PIF, will delay payment to the CONTRACTOR until the
25 required documents are provided. The claim must be approved and signed by
26 the Director or an authorized designee of the CONTRACTOR. Monthly claims
27 shall be submitted to the appropriate Program or Regional Manager of the
28

1 COUNTY'S Department of Mental Health, no later than the tenth (10th)
2 working day of each month.

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

13 I. COST REPORT:

- 14 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
15 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
16 Unit (RU) number, an annual Cost Report with an accompanying financial
17 statement and applicable supporting documentation to reconcile to the Cost
18 Report within forty-six (46) calendar days following the end of each fiscal year
19 (June 30), the expiration or termination of the contract, which ever occurs first.
20 The Cost Report shall detail the actual cost of services provided. The Cost
21 Report shall be provided in the format and on forms provided by the
22 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
23 until the final current and prior year Cost Report(s) have been reconciled,
24 settled and signed by CONTRACTOR and received and approved by the
25 COUNTY.
- 26 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
27 allocation methods to distribute cost between COUNTY and non-COUNTY
28 programs.

- 1 3. CONTRACTOR is required to send one representative to the cost report
2 training annually held by COUNTY regarding preparation of the year-end Cost
3 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
4 of the training. Attendance at the training is necessary annually in order to
5 ensure that the Cost Reports are completed appropriately. Failure to attend this
6 training may result in delay of payment.
- 7 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
8 has not been received within forty-six (46) calendar days after the end of the
9 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
10 (46) calendar day time frame, future monthly reimbursements will be withheld
11 until the COUNTY is in possession of a completed cost report. Future monthly
12 reimbursements will be withheld if the Cost Report contains errors that are not
13 corrected within ten (10) calendar days of written or verbal notification from
14 the COUNTY. Failure to meet any pre-approved deadlines extension will
15 immediately result in the withholding of future monthly reimbursements.
- 16 5. The Cost Report shall serve as the basis for year-end settlement to
17 CONTRACTOR including a reconciliation and adjustment of all payments
18 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
19 payments made in excess of Cost Report settlement shall be repaid upon
20 demand, or will be deducted from the next payment to CONTRACTOR.
- 21 6. All current and/or future contract service payments to CONTRACTOR will be
22 withheld by the COUNTY until the final current and prior year Cost Report (s)
23 have been reconciled, settled and signed by CONTRACTOR, and received and
24 approved by the COUNTY.

25 **J. COST REPORT SETTLEMENT:**

26 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per
27 CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health
28 Maintenance Costs, and Flexible funding costs under this agreement on the annual cost

1 report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses
2 shall not exceed the amount of the percentage of cost as submitted in the CONTRACT
3 Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed
4 the Contract Maximum Obligation, less revenue, less payment received, up to the
5 Maximum Obligation as stated in section C above.

6 K. CONTRACTOR RESPONSIBILITIES:

- 7 1. CONTRACTOR shall provide and pay for all non-emergency, non-
8 psychotropic medication for all clients (i.e., routine house supplied
9 medication), as specified in Title 22 of the California Code of Regulations.
10
11 2. CONTRACTOR shall provide discharge clients with all medication and
12 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,
13 prescribed for that client or with enough medication to last the client until
14 his/her first outpatient medication appointment, estimated to be within two (2)
15 weeks of discharge.

16 L. AUDITS:

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
2 be paid in full upon demand or withheld at the discretion of the Director of
3 Mental Health against amounts due under this Agreement or Agreement(s) in
4 subsequent years.

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

16 M. DATA ENTRY:

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

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

N. BANKRUPTCY:

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

Rev. 05/17/10 stl

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

CONTRACT PROVIDER NAME: **SIERRA VISTA** FISCAL YEAR: **2010/2011**
 NEGOTIATED RATE (X) ACTUAL COST () NEGOTIATED NET AMOUNT ()
 DEPT ID/PROGRAM: **4100206023/83550/530100** SYSTEM RU NUMB: **0661**

	IMD Basic No Patch 05		ANCILLARY		TOTAL	
MODE OF SERVICE:						
SERVICE FUNCTION:	35					
NUMBER OF UNITS:	13,538					
COST PER UNIT:	\$164.09					
GROSS COST:	\$2,221,391		\$21,000		\$2,242,391	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0				
B. PATIENT INSURANCE	\$0	\$0				
C. OTHER	\$0	\$0				
TOTAL CONTRACTOR REVENUES	\$0	\$0				
MAXIMUM OBLIGATION	\$2,221,391	\$0	\$21,000		\$2,242,391	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION						%
A.. MEDI-CAL FFP						
B. FEDERAL FUNDS						
C. REALIGNMENT FUNDS						
D. STATE GENERAL FUNDS	\$1,317,932	\$0	\$21,000		\$1,338,932	59.71%
E. COUNTY FUNDS	\$557,010	\$0	\$0		\$557,010	24.84%
G. OTHER: 3RD PARTY	\$346,449		\$0		\$346,449	15.45%
TOTAL (SOURCES OF FUNDING)	\$2,221,391	\$0	\$21,000		\$2,242,391	100.0%

FUNDING SOURCES DOCUMENT: CLIB FY 1011

STAFF ANALYST SIGNATURE: *Kola Jones*

DATE: 28-Apr-11

FISCAL SERVICES SIGNATURE: *Chen S*

DATE: 4/28/11

**FY 2010/2011
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
SHANDIN HILLS REHABILITATION CENTER**

That certain agreement between the County of Riverside (COUNTY) and Shandin Hills Rehabilitation Center (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; is hereby amended for the first time for FY 2010/2011, effective July 1, 2010 through June 30, 2011 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$1,176,518 to \$1,747,843 for FY 2010/2011.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2010/2011.

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

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

COUNTY ADDRESS:

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

INFORMATION COPY:

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

CONTRACTOR: SHANDIN HILLS

COUNTY OF RIVERSIDE:

Signed: *Julie Campbell*
Print name: JULIE CAMPBELL

Bob Buster, Chairman, Board of Supervisors

Date: 5-4-2011

ATTEST:
Kecia Harper-Ihem, Clerk

Title: *Regional IT*
Address: 4164 North 4th Avenue
San Bernardino, CA 92407

Deputy

COUNTY COUNSEL
PAMELA J. WALLS
Approved as to Form

By: *Larisa R. McKenna*
Deputy County Counsel
Larisa R. McKenna

SHANDIN HILLS REHABILITATION CENTER-IMD
CRISIS HOSPITAL REGION
4100206167-83550-530100
FIRST AMENDMENT-FY 2010/11

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SHANDIN HILLS.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the IMD (Institute for Mental Diseases) rate(s) established annually by Welfare and Institutions Code, Section 5902(e) and 22 C.C.R. Sections 51511.1. These rates are a specific and fixed dollar amount paid for basic Skilled Nursing Facility (SNF) services and Special Treatment Services (STP). Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and by this reference incorporated herein.
2. The final year-end settlement shall be based upon the Welfare and Institutions Code rate(s) multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Ancillary services will be reimbursed on a cash basis net of revenues collected.
4. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the

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

3
4 5. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR
5 shall be paid in arrears based upon the actual units of service provided and
6 entered into the COUNTY SPUDS and/or other required, COUNTY approved
7 data collection system. CONTRACTOR will submit a claim on their
8 stationery specifying the following: client name, dates of service, units of
9 service, and summary of the dollar amount. CONTRACTOR will submit a
10 signed "Certification of Claims and Program Integrity" form (PIF) attached to
11 the claim. Failure to attach the backup documentation or the signed PIF form
12 with the claim will delay payment until the documents are provided. The
13 claim must be approved and signed by the Director or authorized designee of
14 the CONTRACTOR. Monthly claims shall be submitted to the appropriate
15 Program or Regional Manager of the COUNTY'S Department of Mental
16 Health, no later than the tenth (10th) working day of each month.

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19 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
21 received by the applicable Program/Region.
22

23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$1,747,843**,
25 subject to availability of Federal, State, and local funds.

26 C. BUDGET:

27 Schedule I presents for planning purposes the budgetary details pursuant to this
28 Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

1 service functions, units, revenues received, maximum obligation and source of funding
2 pursuant to this Agreement.

3 D. SHORT-DOYLE/MEDI-CAL:

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

13 E. REVENUES:

- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
18 may include but are not limited to, fees for services, private contributions,
19 grants or other funds. All revenues received by CONTRACTOR shall be
20 reported in their annual Cost Report, and shall be used to offset gross cost.
- 21 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
22 Medicare, or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
25 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
26 certified), then insurance and then first party.

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

1 F. REALLOCATION OF FUNDS:

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

19 G. RECOGNITION OF FINANCIAL SUPPORT:

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

23 H. PAYMENT:

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or its
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the COUNTY
27 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
28 the Cost Report Reconciliation/Settlement process.

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

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

1 COUNTY'S Department of Mental Health, no later than the tenth (10th)
2 working day of each month.

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

13 I. COST REPORT:

- 14 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
15 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
16 Unit (RU) number, an annual Cost Report with an accompanying financial
17 statement and applicable supporting documentation to reconcile to the Cost
18 Report within forty-six (46) calendar days following the end of each fiscal year
19 (June 30), the expiration or termination of the contract, which ever occurs first.
20 The Cost Report shall detail the actual cost of services provided. The Cost
21 Report shall be provided in the format and on forms provided by the
22 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
23 until the final current and prior year Cost Report(s) have been reconciled,
24 settled and signed by CONTRACTOR and received and approved by the
25 COUNTY.
- 26 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
27 allocation methods to distribute cost between COUNTY and non-COUNTY
28 programs.

- 1 3. CONTRACTOR is required to send one representative to the cost report
2 training annually held by COUNTY regarding preparation of the year-end Cost
3 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
4 of the training. Attendance at the training is necessary annually in order to
5 ensure that the Cost Reports are completed appropriately. Failure to attend this
6 training may result in delay of payment.
- 7 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
8 has not been received within forty-six (46) calendar days after the end of the
9 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
10 (46) calendar day time frame, future monthly reimbursements will be withheld
11 until the COUNTY is in possession of a completed cost report. Future monthly
12 reimbursements will be withheld if the Cost Report contains errors that are not
13 corrected within ten (10) calendar days of written or verbal notification from
14 the COUNTY. Failure to meet any pre-approved deadlines extension will
15 immediately result in the withholding of future monthly reimbursements.
- 16 5. The Cost Report shall serve as the basis for year-end settlement to
17 CONTRACTOR including a reconciliation and adjustment of all payments
18 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
19 payments made in excess of Cost Report settlement shall be repaid upon
20 demand, or will be deducted from the next payment to CONTRACTOR.
- 21 6. All current and/or future contract service payments to CONTRACTOR will be
22 withheld by the COUNTY until the final current and prior year Cost Report (s)
23 have been reconciled, settled and signed by CONTRACTOR, and received and
24 approved by the COUNTY.

25 J. COST REPORT SETTLEMENT:

26 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per
27 CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health
28 Maintenance Costs, and Flexible funding costs under this agreement on the annual cost

1 report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses
2 shall not exceed the amount of the percentage of cost as submitted in the CONTRACT
3 Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed
4 the Contract Maximum Obligation, less revenue, less payment received, up to the
5 Maximum Obligation as stated in section C above.

6 K. CONTRACTOR RESPONSIBILITIES:

- 7 1. CONTRACTOR shall provide and pay for all non-emergency, non-
8 psychotropic medication for all clients (i.e., routine house supplied
9 medication), as specified in Title 22 of the California Code of Regulations.
10
11 2. CONTRACTOR shall provide discharge clients with all medication and
12 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,
13 prescribed for that client or with enough medication to last the client until
14 his/her first outpatient medication appointment, estimated to be within two (2)
15 weeks of discharge.

16 L. AUDITS:

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
2 be paid in full upon demand or withheld at the discretion of the Director of
3 Mental Health against amounts due under this Agreement or Agreement(s) in
4 subsequent years.

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

16 M. DATA ENTRY:

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

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

N. BANKRUPTCY:

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

Rev. 05/17/10 stl

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

CONTRACT PROVIDER NAME: **Shandin Hills Rehab. Cente**

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE (X)	ACTUAL COST ()	NEGOTIATED NET AMOUNT ()
DEPT ID/PROGRAM: 4100206167/83550/530100		SYSTEM RU NUMBER: 00651

	IMD Basic No Patch / 05	ANCILLARY				TOTAL
MODE OF SERVICE:						
SERVICE FUNCTION:	35					
NUMBER OF UNITS:	10,347					
COST PER UNIT:	\$164.09					
GROSS COST:	\$1,697,843	\$50,000				\$1,747,843
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0				\$0
B. PATIENT INSURANCE	\$0	\$0				\$0
C. OTHER	\$0	\$0				\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0				\$0
LESS MEDI-CAL/FFP	\$0	\$0				\$0
MAXIMUM OBLIGATION	\$1,697,843	\$50,000				\$1,747,843
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. Medi-Cal FFP						
B. FEDERAL FUNDS						
C. REALIGNMENT FUNDS	\$910,264	\$50,000				\$960,264 54.94%
D. STATE GENERAL FUNDS	\$0	0				\$0 0.00%
E. COUNTY FUNDS	\$419,308	\$0				\$419,308 23.99%
F. OTHER: 3RD PARTY	\$368,271	\$0				\$368,271 21.07%
TOTAL (SOURCES OF FUNDING)	\$1,697,843	\$50,000				\$1,747,843 100%

FUNDING SOURCES DOCUMENT: CLIB FY 1011

STAFF ANALYST SIGNATURE:

Kela Jones

DATE: 28-Apr-11

FISCAL SERVICES SIGNATURE:

[Signature]

DATE:

4/28/11

**FY 2010/2011
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
COUNTRY VILLA RIVERSIDE HEALTHCARE**

That certain agreement between the County of Riverside (COUNTY) and Country Villa Riverside Healthcare Center (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35 for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; is hereby amended for the first time for FY 2010/2011, effective July 1, 2010 through June 30, 2011 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$3,503,992 to \$4,930,377 for FY 2010/2011.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2010/2011.

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

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

COUNTY ADDRESS:

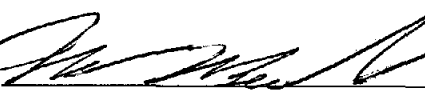
County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR: COUNTRY VILLA

COUNTY OF RIVERSIDE:

Signed: 

Bob Buster, Chairman, Board of Supervisors

Print name: MARK S. BECKER

Date: 5/4/11

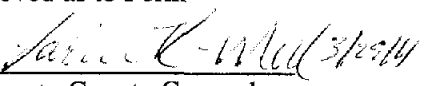
ATTEST:
Kecia Harper-Ihem, Clerk

Title: GENERAL COUNSEL FOR MANAGER
Address: 4580 Palm Avenue
Riverside, CA 92501

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
Approved as to Form

By: 
Deputy County Counsel

Larisa R. McKenna

COUNTRY VILLA RIVERSIDE HEALTH CENTER, INC.-IMD
CRISIS HOSPITAL REGION
4100206018-83550-530100
FIRST AMENDMENT-FY 2010/11

WRITE OUT
ON CONTRACT
WHEN RECEIVED
BY 6/1/2011

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: COUNTRY VILLA RIVERSIDE HEALTHCARE CENTER.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the IMD (Institute for Mental Diseases) rate(s) established annually by Welfare and Institutions Code, Section 5902(e) and 22 C.C.R. Sections 51511.1. These rates are a specific and fixed dollar amount paid for basic Skilled Nursing Facility (SNF) services and Special Treatment Services (STP). Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and by this reference incorporated herein.
2. The final year-end settlement shall be based upon the Welfare and Institutions Code rate(s) multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Ancillary services will be reimbursed on a cash basis net of revenues collected.
4. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the

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

3
4 5. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR
5 shall be paid in arrears based upon the actual units of service provided and
6 entered into the COUNTY SPUDS and/or other required, COUNTY approved
7 data collection system. CONTRACTOR will submit a claim on their
8 stationery specifying the following: client name, dates of service, units of
9 service, and summary of the dollar amount. CONTRACTOR will submit a
10 signed "Certification of Claims and Program Integrity" form (PIF) attached to
11 the claim. Failure to attach the backup documentation or the signed PIF form
12 with the claim will delay payment until the documents are provided. The
13 claim must be approved and signed by the Director or authorized designee of
14 the CONTRACTOR. Monthly claims shall be submitted to the appropriate
15 Program or Regional Manager of the COUNTY'S Department of Mental
16 Health, no later than the tenth (10th) working day of each month.

17
18
19 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
21 received by the applicable Program/Region.
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23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$4,930,377**,
25 subject to availability of Federal, State, and local funds.

26 C. BUDGET:

27 Schedule I presents for planning purposes the budgetary details pursuant to this
28 Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

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2 pursuant to this Agreement.

3 D. SHORT-DOYLE/MEDI-CAL:

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

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- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
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19 grants or other funds. All revenues received by CONTRACTOR shall be
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22 Medicare, or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
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4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified, and to collect and clear with the State any Medi-Cal Share of Cost. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Uniform Method of Determining Ability to Pay (UMDAP) Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
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5 Performance or the end of the Fiscal year (June 30th). Approval shall not
6 exceed the maximum obligation
- 7 2. In addition, CONTRACTOR may not, under any circumstances and without
8 prior approval and/or written consent from the Program Manager and
9 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds
10 between non-billable and billable mode and service functions and/or procedure
11 codes as designed in the Schedule I that are defined as non-billable by the
12 COUNTY, State or Federal governments from or to funds, services, mode of
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14 State or Federal governments.
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28 the Cost Report Reconciliation/Settlement process.

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2 Reconciliation/Settlement processes, the COUNTY reserves the right to perform
3 periodic service deletes and denial monitoring for this agreement throughout the
4 fiscal year in order to minimize and/or potentially prevent COUNTY and
5 CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or
6 offset invoices and/or monthly reimbursements to CONTRACTOR, at any time
7 without prior notification to CONTRACTOR, for service deletes and denials
8 that may occur in association with this agreement. COUNTY shall notify
9 CONTRACTOR of any such instances of services deletes and denials and
10 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly
11 reimbursements.
- 12 3. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
13 CONTRACTOR shall be paid in arrears based upon the actual units of services
14 provided and entered into the COUNTY'S specified Data Collection System.
15 CONTRACTOR will submit a claim on their organization's stationery, which
16 must include at a minimum the CONTRACTOR'S name, invoice mailing
17 address and telephone number, summarizing the dollar amount specified in the
18 applicable COUNTY specified Data Collection System Report (currently the
19 final MH952) and a signed "Certification of Claims and Program Integrity"
20 form (PIF). The summary page of the monthly, final applicable Data Collection
21 System Report (currently the final MH952) **and** the PIF form **must** be attached
22 to the CONTRACTOR invoice. Failure to attach the monthly, final summary
23 page of the applicable Data Collection System Report, the Certification of
24 Claims **and** the signed PIF, will delay payment to the CONTRACTOR until the
25 required documents are provided. The claim must be approved and signed by
26 the Director or an authorized designee of the CONTRACTOR. Monthly claims
27 shall be submitted to the appropriate Program or Regional Manager of the
28

1 COUNTY'S Department of Mental Health, no later than the tenth (10th)
2 working day of each month.

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

13 I. COST REPORT:

- 14 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
15 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
16 Unit (RU) number, an annual Cost Report with an accompanying financial
17 statement and applicable supporting documentation to reconcile to the Cost
18 Report within forty-six (46) calendar days following the end of each fiscal year
19 (June 30), the expiration or termination of the contract, which ever occurs first.
20 The Cost Report shall detail the actual cost of services provided. The Cost
21 Report shall be provided in the format and on forms provided by the
22 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
23 until the final current and prior year Cost Report(s) have been reconciled,
24 settled and signed by CONTRACTOR and received and approved by the
25 COUNTY.
- 26 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
27 allocation methods to distribute cost between COUNTY and non-COUNTY
28 programs.

- 1 3. CONTRACTOR is required to send one representative to the cost report
2 training annually held by COUNTY regarding preparation of the year-end Cost
3 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
4 of the training. Attendance at the training is necessary annually in order to
5 ensure that the Cost Reports are completed appropriately. Failure to attend this
6 training may result in delay of payment.
- 7 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
8 has not been received within forty-six (46) calendar days after the end of the
9 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
10 (46) calendar day time frame, future monthly reimbursements will be withheld
11 until the COUNTY is in possession of a completed cost report. Future monthly
12 reimbursements will be withheld if the Cost Report contains errors that are not
13 corrected within ten (10) calendar days of written or verbal notification from
14 the COUNTY. Failure to meet any pre-approved deadlines extension will
15 immediately result in the withholding of future monthly reimbursements.
- 16 5. The Cost Report shall serve as the basis for year-end settlement to
17 CONTRACTOR including a reconciliation and adjustment of all payments
18 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
19 payments made in excess of Cost Report settlement shall be repaid upon
20 demand, or will be deducted from the next payment to CONTRACTOR.
- 21 6. All current and/or future contract service payments to CONTRACTOR will be
22 withheld by the COUNTY until the final current and prior year Cost Report (s)
23 have been reconciled, settled and signed by CONTRACTOR, and received and
24 approved by the COUNTY.

25 **J. COST REPORT SETTLEMENT:**

26 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per
27 CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health
28 Maintenance Costs, and Flexible funding costs under this agreement on the annual cost

1 report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses
2 shall not exceed the amount of the percentage of cost as submitted in the CONTRACT
3 Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed
4 the Contract Maximum Obligation, less revenue, less payment received, up to the
5 Maximum Obligation as stated in section C above.

6 K. CONTRACTOR RESPONSIBILITIES:

- 7 1. CONTRACTOR shall provide and pay for all non-emergency, non-
8 psychotropic medication for all clients (i.e., routine house supplied
9 medication), as specified in Title 22 of the California Code of Regulations.
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11 2. CONTRACTOR shall provide discharge clients with all medication and
12 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,
13 prescribed for that client or with enough medication to last the client until
14 his/her first outpatient medication appointment, estimated to be within two (2)
15 weeks of discharge.

16 L. AUDITS:

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
2 be paid in full upon demand or withheld at the discretion of the Director of
3 Mental Health against amounts due under this Agreement or Agreement(s) in
4 subsequent years.

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

16 M. DATA ENTRY:

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

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

N. BANKRUPTCY:

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

Rev. 05/17/10 stl

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

CONTRACT PROVIDER NAME: **Country Villa Riverside**

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: **4100206018/83550/530100**

SYSTEM RU NUMBER: **00761**

					TOTAL
MODE OF SERVICE:	IMD Basic No Patch / 05	ANCILLARY			
SERVICE FUNCTION:	35				
NUMBER OF UNITS:	29,437				
COST PER UNIT:	\$164.09				
GROSS COST:	\$4,830,375	\$100,002			\$4,930,377
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES	\$0	\$0			\$0
B. PATIENT INSURANCE	\$0	\$0			\$0
C. OTHER	\$0	\$0			\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0			\$0
MAXIMUM OBLIGATION	\$4,830,375	\$100,002			\$4,930,377
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION					%
A. Medi- Cal FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS					
D. STATE GENERAL FUNDS	\$2,953,381	\$100,002			\$3,053,383 61.93%
E. COUNTY FUNDS	\$1,110,321	\$0			\$1,110,321 -22.52%
F. OTHER:	\$766,673	\$0			\$766,673 15.55%
TOTAL (SOURCES OF FUNDING)	\$4,830,375	\$100,002			\$4,930,377 100.0%

FUNDING SOURCES DOCUMENT: CLIB BY 011

STAFF ANALYST SIGNATURE:

Kola Solares

DATE: 28-Apr-11

FISCAL SERVICES SIGNATURE:

[Signature]

DATE:

4/28/11

**FY 2010/2011
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
VISTA PACIFICA ENTERPRISES, INC.**

That certain agreement between the County of Riverside (COUNTY) and Vista Pacifica Enterprises, Inc. (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; is hereby amended for the first time for FY 2010/2011, effective July 1, 2010 through June 30, 2011 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$2,536,358 to \$2,953,487 for FY 2010/2011.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2010/2011.

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

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

COUNTY ADDRESS:

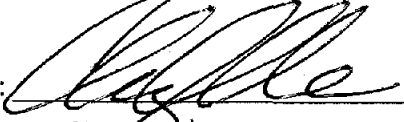
County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR: VISTA PACIFICA

COUNTY OF RIVERSIDE:

Signed: 

Print name: Cheryl Jumanville

Date: 5.4.11

Bob Buster, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Title: Vice President

Address: 3674 Pacific Avenue
Riverside, CA 92509

Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 

Deputy County Counsel
Larisa R-McKenna

VISTA PACIFICA ENTERPRISES, INC.-IMD
CRISIS HOSPITAL REGION
4100206024-83550-530100
FIRST AMENDMENT-FY 2010/11

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VISTA PACIFICA ENTERPRISES, INC.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the IMD (Institute for Mental Diseases) rate(s) established annually by Welfare and Institutions Code, Section 5902(e) and 22 C.C.R. Sections 51511.1. These rates are a specific and fixed dollar amount paid for basic Skilled Nursing Facility (SNF) services and Special Treatment Services (STP). Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and by this reference incorporated herein.
2. The final year-end settlement shall be based upon the Welfare and Institutions Code rate(s) multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Ancillary services will be reimbursed on a cash basis net of revenues collected.
4. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the

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

3
4 5. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR
5 shall be paid in arrears based upon the actual units of service provided and
6 entered into the COUNTY SPUDS and/or other required, COUNTY approved
7 data collection system. CONTRACTOR will submit a claim on their
8 stationery specifying the following: client name, dates of service, units of
9 service, and summary of the dollar amount. CONTRACTOR will submit a
10 signed "Certification of Claims and Program Integrity" form (PIF) attached to
11 the claim. Failure to attach the backup documentation or the signed PIF form
12 with the claim will delay payment until the documents are provided. The
13 claim must be approved and signed by the Director or authorized designee of
14 the CONTRACTOR. Monthly claims shall be submitted to the appropriate
15 Program or Regional Manager of the COUNTY'S Department of Mental
16 Health, no later than the tenth (10th) working day of each month.

17
18
19 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
21 received by the applicable Program/Region.

22
23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$2,953,487**,
25 subject to availability of Federal, State, and local funds.

26 C. BUDGET:

27 Schedule I presents for planning purposes the budgetary details pursuant to this
28 Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

1 service functions, units, revenues received, maximum obligation and source of funding
2 pursuant to this Agreement.

3 D. SHORT-DOYLE/MEDI-CAL:

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

13 E. REVENUES:

- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
18 may include but are not limited to, fees for services, private contributions,
19 grants or other funds. All revenues received by CONTRACTOR shall be
20 reported in their annual Cost Report, and shall be used to offset gross cost.
- 21 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
22 Medicare, or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
25 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
26 certified), then insurance and then first party.

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

1 F. REALLOCATION OF FUNDS:

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

19 G. RECOGNITION OF FINANCIAL SUPPORT:

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

23 H. PAYMENT:

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or its
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the COUNTY
27 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
28 the Cost Report Reconciliation/Settlement process.

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2. In addition to the CMT, Annual Progress 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 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

3. 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 Data Collection System. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR'S name, invoice mailing address and telephone number, summarizing the dollar amount specified in the applicable COUNTY specified Data Collection System Report (currently the final MH952) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final MH952) **and** the PIF form **must** be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims **and** the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the

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2 working day of each month.

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5 the preparation and audit of such billings.
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7 report to COUNTY program with invoice describing outcomes, and progress
8 updates and services delivered based on the contract's Exhibit A, "Scope of
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21 Report shall be provided in the format and on forms provided by the
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23 until the final current and prior year Cost Report(s) have been reconciled,
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25 COUNTY.
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27 allocation methods to distribute cost between COUNTY and non-COUNTY
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3 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
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8 has not been received within forty-six (46) calendar days after the end of the
9 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
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11 until the COUNTY is in possession of a completed cost report. Future monthly
12 reimbursements will be withheld if the Cost Report contains errors that are not
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14 the COUNTY. Failure to meet any pre-approved deadlines extension will
15 immediately result in the withholding of future monthly reimbursements.
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17 CONTRACTOR including a reconciliation and adjustment of all payments
18 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
19 payments made in excess of Cost Report settlement shall be repaid upon
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4 the Contract Maximum Obligation, less revenue, less payment received, up to the
5 Maximum Obligation as stated in section C above.

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- 8 1. CONTRACTOR shall provide and pay for all non-emergency, non-
9 psychotropic medication for all clients (i.e., routine house supplied
10 medication), as specified in Title 22 of the California Code of Regulations.
 - 11 2. CONTRACTOR shall provide discharge clients with all medication and
12 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,
13 prescribed for that client or with enough medication to last the client until
14 his/her first outpatient medication appointment, estimated to be within two (2)
15 weeks of discharge.

16 **L. AUDITS:**

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
2 be paid in full upon demand or withheld at the discretion of the Director of
3 Mental Health against amounts due under this Agreement or Agreement(s) in
4 subsequent years.

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

16 M. DATA ENTRY:

- 17 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
18 Collection System to comply with Federal, State and/or local funding and service
19 delivery requirements; CONTRACTOR will, therefore, be responsible for
20 attending and receiving COUNTY training associated with, but not limited to,
21 applicable service data entry, billing and invoicing, and learning how to
22 appropriately and successfully utilize and/or operate the current and/or upgraded
23 Data Collection System as specified for use by the COUNTY under this
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2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

N. BANKRUPTCY:

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

Rev. 05/17/10 stl

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

CONTRACT PROVIDER NAME: **Vista Pacifica Enterprises, Inc**

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: **4100206024/83550/530100**

SYSTEM RU NUMBER: **00691**

	IMD Basic No Patch / 05	ANCILLARY		TOTAL
MODE OF SERVICE:				
SERVICE FUNCTION:	35			
NUMBER OF UNITS:	17,847			
COST PER UNIT:	\$164.09			
GROSS COST:	\$2,928,487	\$25,000		\$2,953,487
LESS REVENUES COLLECTED BY CONTRACTORS:				
A. PATIENT FEES	\$0	\$0		\$0
B. PATIENT INSURANCE	\$0	\$0		\$0
C. OTHER	\$0	\$0		\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0		\$0
LESS MEDI-CAL/FFP	\$0	\$0		\$0
MAXIMUM OBLIGATION	\$2,928,487	\$25,000		\$2,953,487
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION				%
A. Medi-Cal FFP				
B. FEDERAL FUNDS				
C. REALIGNMENT FUNDS	\$1,552,457	\$25,000		\$1,577,457 53.41%
D. STATE GENERAL FUNDS	\$207,925	\$0		\$207,925 7.04%
E. COUNTY FUNDS	\$708,542	\$0		\$708,542 23.99%
F. OTHER: 3RD PARTY	\$459,563	\$0		\$459,563 15.56%
TOTAL (SOURCES OF FUNDING)	\$2,928,487	\$25,000		\$2,953,487 100.00%

FUNDING SOURCES DOCUMENT: CLIB FY 1011

STAFF ANALYST SIGNATURE:

Kola Oloroso

DATE: 28-Apr-11

FISCAL SERVICES SIGNATURE:

[Signature]

DATE:

4/28/11

**FY 2010/2011
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
LANDMARK MEDICAL CENTER, INC.**

That certain agreement between the County of Riverside (COUNTY) and Landmark Medical Center (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on February 22, 2010 for FY 2009/2010; renewed by the Purchasing Agent on June 28, 2010 for FY 2010/2011; is hereby amended for the first time for FY 2010/2011, effective July 1, 2010 through June 30, 2011 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$300,000 to \$384,533 for FY 2010/2011.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2010/2011.

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

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

COUNTY ADDRESS:

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

INFORMATION COPY:

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

CONTRACTOR: LANDMARK

COUNTY OF RIVERSIDE:

Signed: Rosemary C. Kilby

Bob Buster, Chairman, Board of Supervisors

Print name: Rosemary C. Kilby

Date: 5/3/11

ATTEST:
Kecia Harper-Ihem, Clerk

Title: Administrator
Address: 2030 North Garey Avenue
Pomona, CA 91767

Deputy

COUNTY COUNSEL

PAMELA J. WALLS
Approved as to Form

By: Larisa R. Wickonja
Deputy County Counsel
Larisa R. Wickonja

LANDMARK MEDICAL CENTER, INC.-IMD
CRISIS HOSPITAL REGION
4100206232-83550-530100
FIRST AMENDMENT-FY 2010/11

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: LANDMARK MEDICAL CENTER.

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the IMD (Institute for Mental Diseases) rate(s) established annually by Welfare and Institutions Code, Section 5902(e) and 22 C.C.R. Sections 51511.1. These rates are a specific and fixed dollar amount paid for basic Skilled Nursing Facility (SNF) services and Special Treatment Services (STP). Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and by this reference incorporated herein.
2. The final year-end settlement shall be based upon the Welfare and Institutions Code rate(s) multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Ancillary services will be reimbursed on a cash basis net of revenues collected.
4. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the

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

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4 5. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR
5 shall be paid in arrears based upon the actual units of service provided and
6 entered into the COUNTY SPUDS and/or other required, COUNTY approved
7 data collection system. CONTRACTOR will submit a claim on their
8 stationery specifying the following: client name, dates of service, units of
9 service, and summary of the dollar amount. CONTRACTOR will submit a
10 signed "Certification of Claims and Program Integrity" form (PIF) attached to
11 the claim. Failure to attach the backup documentation or the signed PIF form
12 with the claim will delay payment until the documents are provided. The
13 claim must be approved and signed by the Director or authorized designee of
14 the CONTRACTOR. Monthly claims shall be submitted to the appropriate
15 Program or Regional Manager of the COUNTY'S Department of Mental
16 Health, no later than the tenth (10th) working day of each month.

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19 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
21 received by the applicable Program/Region.
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23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$384,533, subject
25 to availability of Federal, State, and local funds.

26 C. BUDGET:

27 Schedule I presents for planning purposes the budgetary details pursuant to this
28 Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

1 service functions, units, revenues received, maximum obligation and source of funding
2 pursuant to this Agreement.

3 D. SHORT-DOYLE/MEDI-CAL:

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

13 E. REVENUES:

- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
18 may include but are not limited to, fees for services, private contributions,
19 grants or other funds. All revenues received by CONTRACTOR shall be
20 reported in their annual Cost Report, and shall be used to offset gross cost.
- 21 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
22 Medicare, or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
25 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
26 certified), then insurance and then first party.
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- 1 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
2 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
3 the COUNTY within 30 days of receipt.
- 4 4. CONTRACTOR is obligated to collect from the client any Medicare co-
5 insurance and/or deductible if the site is Medicare certified, and to collect and
6 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
7 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
8 their annual liability. Medicare clients will be responsible for any co-insurance
9 and/or deductible for services rendered at Medicare certified sites.
- 10 5. All other clients will be subject to an annual sliding fee schedule by
11 CONTRACTOR for services rendered, based on the patient's/client's ability to
12 pay, not to exceed the CONTRACTOR'S actual charges for the services
13 provided. In accordance with the State Department of Mental Health's
14 Uniform Method of Determining Ability to Pay (UMDAP) Manual,
15 CONTRACTOR shall not be penalized for non-collection of revenues provided
16 that reasonable and diligent attempts are made by the CONTRACTOR to
17 collect these revenues. Past due patient/client accounts may not be referred to
18 private collection agencies. No patient/client shall be denied services due to
19 inability to pay.
- 20 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
21 CONTRACTOR'S published charges.
- 22 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
23 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
24 COUNTY within ten (10) days of signing the AGREEMENT.
- 25 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
26 fees. Notification must be made within ten (10) days following any fee increase.
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1 F. REALLOCATION OF FUNDS:

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

19 G. RECOGNITION OF FINANCIAL SUPPORT:

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

23 H. PAYMENT:

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or its
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the COUNTY
27 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
28 the Cost Report Reconciliation/Settlement process.

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2. In addition to the CMT, Annual Progress 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 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
 3. 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 Data Collection System. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR'S name, invoice mailing address and telephone number, summarizing the dollar amount specified in the applicable COUNTY specified Data Collection System Report (currently the final MH952) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final MH952) **and** the PIF form **must** be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims **and** the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the

1 COUNTY'S Department of Mental Health, no later than the tenth (10th)
2 working day of each month.

3 4. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
4 CONTRACTOR shall provide the COUNTY with all information necessary for
5 the preparation and audit of such billings.

6 5. CONTRACTOR shall submit a monthly invoice for payment and a quarterly
7 report to COUNTY program with invoice describing outcomes, and progress
8 updates and services delivered based on the contract's Exhibit A, "Scope of
9 Services".

10 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will be
11 paid by the COUNTY thirty (30) calendar days after the date the invoice is
12 received by the applicable COUNTY Program/Region.

13 I. COST REPORT:

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

26 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
27 allocation methods to distribute cost between COUNTY and non-COUNTY
28 programs.

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3. CONTRACTOR is required to send one representative to the cost report training annually held by COUNTY regarding preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is necessary annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment.
 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines extension will immediately result in the withholding of future monthly reimbursements.
 5. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
 6. All current and/or future contract service payments to CONTRACTOR will be withheld by the COUNTY until the final current and prior year Cost Report (s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

25 J. COST REPORT SETTLEMENT:

26 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per
27 CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health
28 Maintenance Costs, and Flexible funding costs under this agreement on the annual cost

1 report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses
2 shall not exceed the amount of the percentage of cost as submitted in the CONTRACT
3 Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed
4 the Contract Maximum Obligation, less revenue, less payment received, up to the
5 Maximum Obligation as stated in section C above.

6 K. CONTRACTOR RESPONSIBILITIES:

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- 8 1. CONTRACTOR shall provide and pay for all non-emergency, non-
9 psychotropic medication for all clients (i.e., routine house supplied
10 medication), as specified in Title 22 of the California Code of Regulations.
 - 11 2. CONTRACTOR shall provide discharge clients with all medication and
12 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,
13 prescribed for that client or with enough medication to last the client until
14 his/her first outpatient medication appointment, estimated to be within two (2)
15 weeks of discharge.

16 L. AUDITS:

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
2 be paid in full upon demand or withheld at the discretion of the Director of
3 Mental Health against amounts due under this Agreement or Agreement(s) in
4 subsequent years.

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

16 M. DATA ENTRY:

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

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

N. BANKRUPTCY:

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

Rev. 05/17/10 stl

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

CONTRACT PROVIDER NAME: **LandMark Medical Services, Inc.**

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: **4100206232/83550/530100**

SYSTEM RU NUMBER: **00551**

					TOTAL
MODE OF SERVICE:	IMD Basic No Patch / 05	Ancillary Services			
SERVICE FUNCTION:	35				
NUMBER OF UNITS:	2,604				
COST PER UNIT:	\$147.67				
GROSS COST:	\$384,533	\$0			\$384,533
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES	\$0	\$0			\$0
B. PATIENT INSURANCE	\$0	\$0			\$0
C. OTHER	\$0	\$0			\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0			\$0
MAXIMUM OBLIGATION	\$384,533	\$0			\$384,533
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. Medi- Cal FFP					
B. FEDERAL FUNDS					
C. REALIGNMENT FUNDS	\$219,876	\$0			\$219,876 57.18%
D. STATE GENERAL FUNDS					
E. COUNTY FUNDS	\$164,657	\$0			\$164,657 42.82%
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$384,533	\$0			\$384,533 100.0%

FUNDING SOURCES DOCUMENT: CLIB FY 101

STAFF ANALYST SIGNATURE:

Kola Jones

DATE: 28-Apr-2011

FISCAL SERVICES SIGNATURE:

[Signature]

DATE:

4/28/11