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



FROM: Department of Mental Health

SUBMITTAL DATE:
June 7, 2012

SUBJECT: Approval of the FY 2011/2012 Amendments for Institutions for Mental Disease (IMD)

Agreement. (All Districts)

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 2011/2012;

2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the Agreement Amendments:

3. Approve the Riverside County Purchasing Agent's increase to the previously approved aggregate amount for IMD providers from \$12.5M to \$15M;

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 \$15M, without securing competitive bids in accordance with Riverside County Ordinance 459.4; and

5. Authorize the Purchasing Agent to sign ministerial amendments, and to increase and/ or decrease the agreements by a maximum of 10% of the contract maximum amount and annually renew these agreements through June 30, 2017.

BACKGROUND: On May 17, 2011, Agenda Item 3.17, the IMD contracts referenced in Attachment "A" were amended by the Riverside County Board of Supervisors for FY 2011/2012. (Continued on Page 2)

JW:KAS:SL		Jerry Wenge		
		Department	of Mental Health	
FINANCIAL	Current F.Y. Total Cost:	\$15,000,000	In Current Year Budget:	YES
DATA	Current F.Y. Net County Cost:	\$1,680,273	Budget Adjustment:	N0
	Annual Net County Cost:	\$1,680,273	For Fiscal Year:	2011/12
SOURCE OF FUNDS: 80% State	e, 11% County, 9% 3 rd Party		Positions To Be Deleted Per A-30	
	ADDDOVE		Requires 4/5 Vote	
C.E.O. RECOMMENDATION:	By relina (Carnesses		

County Executive Office Signature

Debra Cournoyer

Dep't Recom Per Exec. Ofc:

Policy

Consent

COUNTY COUNSE!

FORIM APPROVED

Departmental Concurrence

Seiler, Assistant Director

3.38

Prev. Agn. Ref.: May 17, 2014T3ACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: ALL Agenda Number: **SUBJECT:** Approval of the FY 2011/2012 Institutions for Mental Disease (IMD) Agreement Amendments.

BACKGROUND: (continued)

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 to adjust the amount of the contracts according to the actual usage of each IMD while staying within the approved aggregate amount of \$12.5M through June 30, 2013. However, 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. Currently, there is a shortage of appropriate lower levels of care for IMD clients who are Severely and Persistently Mentally III (SPMI).

The Riverside County Department of Mental Health (RCDMH) currently contracts with seven (7) 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.

Therefore, the RCDMH is requesting that the Board of Supervisors approve the agreement amendments with the IMD providers specified in Attachment "A", for FY 2011/2012, and approve the increase to the aggregate amount of \$15M for subsequent fiscal years.

PERIOD OF PERFORMANCE:

These IMD provider amendments will be effective from July 1, 2011 through June 30, 2012, and may be renewed annually through June 30, 2017. Each provider agreement contains termination provisions in case of the unavailability of any applicable Federal, State, and/or County funds.

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 2011/2012 and FY 2012/13 budget to provide for the requested aggregate increase. No additional county funds are required.

PRICE REASONABLENESS:

IMD rates are established and regulated by the State.

ATTACHMENT A

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH CONTRACT JUSTIFICATIONS FY 2011/2012

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 2011/2012.

Contractor	FY 2011/2012	FY 2011/2012	FY 2011/2012	FY 2012/2013
	Current	Proposed	Final	Proposed
	Contract	Increase/	Contract	Contract
	Amount	Decrease	Amount	Amount with
	-			State
				Regulated
				Rate Increase
Country Villa	\$4,930,377	\$243,813	\$5,174,190	\$5,462,431
Shandin Hills	\$1,747,843	\$130,379	\$1,878,222	\$2,108,011
Sierra Vista	\$2,242,391	(\$315,848)	\$1,926,543	\$2,239,088
Vista Pacifica	\$2,953,487	\$195,982	\$3,149,469	\$3,391,096
Landmark	\$384,533	\$222,612	\$607,145	\$633,752
Laurel Park	NEW	\$35,548	\$35,548	\$298,453
KF Community Care	NEW	\$35,548	\$35,548	\$298,453
TOTAL	\$12,258,631	\$548,034	\$12,806,665	\$14,431,284
CONTINGENCY	\$241,369		\$0	\$568,716
GRAND TOTAL	\$12,500,000		\$12,806,665	\$15,000,000

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FY 2011/2012 SECOND EXTENSION 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; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 9, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 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 \$4,491,964 to \$5,174,190 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

Print name:

CONTRACTOR: COUNTRY VILLA

Signed:

Date:

Address: 4580 Palm Avenue Riverside, CA 92501

COUNTY COUNSEL PAMELA J. WALLS Approved as to Form

INFORMATION COPY:

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

COUNTY OF RIVERSIDE:

John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

COUNTRY VILLA RIVERSIDE HEALTH CENTER, INC.-IMD CRISIS HOSPITAL REGION 4100206018-83550-530100 SECOND EXTENSION-FY 2011/12

Deputy Counsel

MH-11/12 IMD-NEGOTIATED RATE NON MEDI-CAL

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.

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B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$5,174,190 subject to availability of Federal, State, and local funds.

C. BUDGET:

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

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

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

E. <u>REVENUES:</u>

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

- 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
- 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
- 4. CONTRACTOR is obligated to collect from the client any Medicare coinsurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

F. REALLOCATION OF FUNDS:

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

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

H. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement process.
- 2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
- 3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and

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subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

- 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF) format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all applicable services into the ELMR system for the applicable month, and faxing and/or emailing the the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein SD/MC billings shall be processed by the COUNTY and the are provided. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.
- 5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated

- COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contracts Exhibit A "Scope of Work".
- 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received and invoice is generated by the applicable COUNTY Region/Program.

I. COST REPORT:

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

until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines extension will immediately result in the withholding of future monthly reimbursements.

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

J. BANKRUPTCY:

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

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AUDITS:

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

Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

L. <u>DATA ENTRY:</u>

- 1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
- 2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

M. CONTRACTOR RESPONSIBILITES:

- 1. CONTRACTOR shall provide and pay for all non-emergency, non-psychotropic medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.
- 2. CONTRACTOR shall provide discharge clients with all medication and necessary equipment (e.g., insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until

COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH SCHEDULE I

SECOND EXTENSION

CONTRACT PROVIDER NAME: COUNTRY VILLA

FISCAL YEAR:

2011/2012

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: 4100206018/83550/530100

SYSTEM RU NUMBER:

00761

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY / 05	IMD BED DAY W/PATCH / 05	IMD BED HOLD THERAPEUTIC PASS / 05	ANCILLARY		
SERVICE FUNCTION:	35	36	35			
NUMBER OF UNITS:	30,571	0	365	-		
COST PER UNIT:	\$164.09	\$0.00	158.55			
GROSS COST:	\$5,016,317	\$0	\$57,871	\$100,002	\$5,174,190	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	.\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$5,016,317	\$0	\$57,871	\$100,002	\$5,174,190	
SOURCES OF FUNDING FOR MAXIMUM	OBLIGATION:					%
A. Medi- Cal FFP						
B. FEDERAL FUNDS		741				
C. REALIGNMENT FUNDS	\$2,131,935	\$0	\$24,595	\$42,501	\$2,199,031	42.50%
D. STATE GENERAL FUNDS	\$2,145,479	\$0	\$24,751	\$42,771	\$2,213,001	42.77%
E. COUNTY FUNDS	\$170,053	\$0	\$1,962	\$3,390	\$175,405	3.39%
F. OTHER:	\$568,850	\$0	\$6,563	\$11,340	\$586,753	11.34%
TOTAL (SOURCES OF FUNDING)	\$5,016,317	\$0	\$57,871	\$100,002	\$5,174,190	100.0%

FUNDING SOURCES DOCUMENT:

CLIB FY (N/12

STAFF ANALYST SIGNATURE:

DATE:

16-Apr-12

FISCAL SERVICES SIGNATURE:

DATE:

4/16/12

PROVIDER AGENCY NAME:	
ERVICE CONTRACT NAME AND REGI	ION:
SERVICE LOCATION (ADDRESS):	
SERVICE RU's (FOR THIS LOCATION O	ONLY):
CERTIFICATION OF CLAIM	IS AND PROGRAM INTEGRITY FORM
Medi-Cal Eligible C	Certification of Claims and Program Integrity
Riverside County Department of Mental Healt and/or County laws for Medi-Cal beneficiaries. the time the services were provided to the be provided to the beneficiaries in association vestablished for the beneficiaries as defined under for the service or services provided, for the time and/or licensed professional as stipulated by all client plan was developed and maintained for the	HEREBY CERTIFY An assessment of the beneficiaries was conducted by bliance with the requirements established in the contract with the the (RCDMH) and as stipulated by all applicable Federal, State The beneficiaries were eligible to receive Medi-Cal services at eneficiaries. The services included in the claim were actually with and as stipulated by the claim. Medical necessity was at Title 9, California Code of Regulations, Division 1, Chapter 11, neframe in which the services were provided, and by a certified 1 applicable Federal, State and County laws and regulations. A e beneficiaries that met all client plan requirements established in by all applicable Federal, State and/or County law.
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
Non-Medi-Cal Eligible Ce I, as an authorized representative of	Bill Enumerator:
Non-Medi-Cal Eligible Ce I, as an authorized representative of perjury to the following: An a contract with the Riverside County Department Federal, State and/or County laws for consultation Team (ACT) for mental health services at the time the services were provided claim. The services included in the claim were which the services were provided, and by a cer Federal, State and County laws and regulated.	HEREBY CERTIFY under penalty of assessment of the beneficiaries was conducted by in compliance with the requirements established in the tof Mental Health (RCDMH) and as stipulated by all applicable mers who are referred by the CARES or the Assessment and specialty services. The beneficiaries were referred to receive to the beneficiaries in association with and as stipulated by the re actually provided to the beneficiaries and for the timeframe in retified and/or licensed professional as stipulated by all applicable tions. A client plan was developed and maintained for the ints established in the contract with the RCDMH and as stipulated
Non-Medi-Cal Eligible Ce I, as an authorized representative of perjury to the following: An a contract with the Riverside County Department Federal, State and/or County laws for consurt Consultation Team (ACT) for mental health services at the time the services were provided claim. The services included in the claim were which the services were provided, and by a cer Federal, State and County laws and regulat beneficiaries that met all client plan requirements.	HEREBY CERTIFY under penalty of in compliance with the requirements established in the tof Mental Health (RCDMH) and as stipulated by all applicable mers who are referred by the CARES or the Assessment and specialty services. The beneficiaries were referred to receive to the beneficiaries in association with and as stipulated by the re actually provided to the beneficiaries and for the timeframe in rtified and/or licensed professional as stipulated by all applicable tions. A client plan was developed and maintained for the ints established in the contract with the RCDMH and as stipulated

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Signed:

Date:

Title:

Print name:

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FY 2011/2012

SECOND EXTENSION 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; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 16, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 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 \$1,197,857 to \$1,878,222 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

CONTRACTOR: SHANDIN HILLS

INFORMATION COPY:

County of Riverside

Department of Mental Health

P.O Box 7549

Riverside, CA 92503-7549

COUNTY OF RIVERSIDE:

John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Heren Whe Prenden

Address: 4164 North 4th Avenue

San Bernardino, CA 92407

COUNTY COUNSEL PAMELA J. WALLS Approved as to Form

Deputy County Counsel

Deputy

SHANDIN HILLS REHABILITATION CENTER.-IMD CRISIS HOSPITAL REGION 4100206167-83550-530100 SECOND EXTENSION-FY 2011/12

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MH-11/12 IMD-NEGOTIATED RATE NON MEDI-CAL

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SHANDIN HILLS.

A. <u>REIMBURSEMENT:</u>

- 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.
- Ancillary services will be reimbursed on a cash basis net of revenues collected.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$1,878,222 subject to availability of Federal, State, and local funds.

C. BUDGET:

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

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

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

E. REVENUES:

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

- 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
- 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
- 4. CONTRACTOR is obligated to collect from the client any Medicare coinsurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

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revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

F. REALLOCATION OF FUNDS:

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

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

H. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement process.
- 2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
- 3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and

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subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

- Notwithstanding the provisions of Paragraph I-1 4. and I-2 CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all applicable services into the ELMR system for the applicable month, and faxing and/or emailing the the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein SD/MC billings shall be processed by the COUNTY and the are provided. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.
- 5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated

- COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contracts Exhibit A "Scope of Work".
- 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received and invoice is generated by the applicable COUNTY Region/Program.

I. COST REPORT:

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

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.

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

J. BANKRUPTCY:

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

K. AUDITS:

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

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Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

L. DATA ENTRY:

- 1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
- 2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

M. **CONTRACTOR RESPONSIBILITES:**

- 1. CONTRACTOR shall provide and pay for all non-emergency, nonpsychotropic medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.
- CONTRACTOR shall provide discharge clients with all medication and 2. necessary equipment (e.g., insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until

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1	1	nis/her first outpat	ent medication	appointment, est	mated to be within	in two (2)
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COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH SCHEDULE I

SECOND EXTENSION

CONTRACT PROVIDER NAME:

SHANDIN HILLS

FISCAL YEAR:

2011/2012

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: 4100206167/83550/530100

SYSTEM RU NUMBER: 00651

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY/05	IMD BED DAY W/PATCH / 05	IMD BED HOLD THERAPEUTIC PASS / 05	ANCILLARY		
SERVICE FUNCTION:	35	36	35			
NUMBER OF UNITS:	10,789	0	365			
COST PER UNIT:	\$164.09	\$0.00	158.55			
GROSS COST:	\$1,770,351	so	\$57,871	\$50,000	\$1,878,222	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$1,770,351	so	\$57,871	\$50,000	\$1,878,222	
SOURCES OF FUNDING FOR MAXIMUM	OBLIGATION:					%
A. Medi-Cal FFP						
B. FEDERAL FUNDS						
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$866,941	\$0	\$28,339	\$24,485	\$919,765	48.97%
E. COUNTY FUNDS	\$552,527	\$0	\$18,061	\$15,605	\$586,193	31.21%
F. OTHER; 3RD PARTY	\$350,884	\$0	\$11,470	\$9,910	\$372,264	19.82%
TOTAL (SOURCES OF FUNDING)	\$1,770,351	80	\$57,871	\$50,000	\$1,878,222	100%

FUNDING SOURCES DOCUMENT	: CLIB FY 11/12	\bigcirc			
STAFF ANALYST SIGNATURE:	Kola	Solven	DATE:	16-Apr-12	
FISCAL SERVICES SIGNATURE:	0.0	lom	DATE:	4/10/12	
TIDEAL BERTICES SIGIATIONE.				11.01	

INVOICE MONTH:				
PROVIDER AGENCY NAME:				
SERVICE CONTRACT NAME AND REGION:				
SERVICE LOCATION (ADDRESS):				
SERVICE RU's (FOR THIS LOCATION ONLY): _				
CERTIFICATION OF CLAIMS AND	PROGRAM INTEGRITY FORM			
Medi-Cal Eligible Certification	on of Claims and Program Integrity			
I, as an authorized representative of under penalty of perjury to the following: An a in compliance with Riverside County Department of Mental Health (RCDM and/or County laws for Medi-Cal beneficiaries. The beneficiaries the time the services were provided to the beneficiaries provided to the beneficiaries in association with and established for the beneficiaries as defined under Title 9, C for the service or services provided, for the timeframe in and/or licensed professional as stipulated by all applicable client plan was developed and maintained for the beneficiar the contract with the RCDMH and as stipulated by all applications.	th the requirements established in the contract with the (H) and as stipulated by all applicable Federal, State eficiaries were eligible to receive Medi-Cal services at s. The services included in the claim were actually as stipulated by the claim. Medical necessity was California Code of Regulations, Division 1, Chapter 11, which the services were provided, and by a certified le Federal, State and County laws and regulations. A pries that met all client plan requirements established in			
Signature of Authorized Provider	Printed Name of Authorized Provider			
Date:	Bill Enumerator:			
Non-Medi-Cal Eligible Certification of Claims and Program Integrity I, as an authorized representative of				
Signature of Authorized Provider	Printed Name of Authorized Provider			
Date:	Bill Enumerator:			
	DODARY 1.1 W. A.			

BATCH #'s: _

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FY 2011/2012 SECOND EXTENSION 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; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 16, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 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 \$1,796,786 to \$1,926,543 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

CONTRACTOR: SIERRA VISTA

Signed: Print name:

Date:

Address: 3455 E. Highland Avenue

Highland, CA 92346

COUNTY COUNSEL PAMELA J. WALLS Approved as to Form

Deputy County Counsel

INFORMATION COPY:

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

COUNTY OF RIVERSIDE:

John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

SIERRA VISTA REHABILITATION CENTER.-IMD CRISIS HOSPITAL REGION 4100206023-83550-530100 SECOND EXTENSION-FY 2011/12

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MH-11/12 IMD-NEGOTIATED RATE NON MEDI-CAL

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SIERRA VISTA.

A. REIMBURSEMENT:

- 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.

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B. <u>MAXIMUM OBLIGATION</u>:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$1,926,543, subject to availability of Federal, State, and local funds.

C. BUDGET:

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

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

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

E. REVENUES:

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

- 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
- 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
- 4. CONTRACTOR is obligated to collect from the client any Medicare coinsurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

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revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

F. REALLOCATION OF FUNDS:

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

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

H. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement process.
- 2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
- 3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and

- 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all applicable services into the ELMR system for the applicable month, and faxing and/or emailing the the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein SD/MC billings shall be processed by the COUNTY and the are provided. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.
- 5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated

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

6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received and invoice is generated by the applicable COUNTY Region/Program.

COST REPORT:

- 1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Reporting Unit (RU) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46) calendar days following the end of each fiscal year (June 30th), the expiration or termination of the contract, whichever occurs first. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
- 2. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122, OMB-circular A87, etc. .
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- 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-five (45) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-five (45) calendar day time frame, future monthly reimbursements will be withheld

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.

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

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- CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
- 2. If this contract is terminated in accordance with Section XXIX, **TERMINATION** PROVISIONS. COUNTY. Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
- 3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.
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Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

DATA ENTRY:

- 1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
- 2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

M. <u>CONTRACTOR RESPONSIBILITES:</u>

- 1. CONTRACTOR shall provide and pay for all non-emergency, non-psychotropic medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.
- CONTRACTOR shall provide discharge clients with all medication and necessary equipment (e.g., insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until

1	his/her first outpatient medication appointment, estimated to be within two (2)
2	weeks of discharge.
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COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH SCHEDULE I

SECOND EXTENSION

α		PROVIDER	NIABATE
LUNIK	AL.I	PRUVIDER	NAIVIE.

SIERRA VISTA

FISCAL YEAR: 2011/2012

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: 4100206023/83550/530100

SYSTEM RU NUMBER:

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY / 05	IMD BED DAY W/PATCH / 05	IMD BED HOLD THERAPEUTIC PASS / 05	ANCILLARY		
SERVICE FUNCTION;	35	36	35			
NUMBER OF UNITS:	10,308	730	365			
COST PER UNIT:	\$164.09	\$214.09	\$158.55			
GROSS COST:	\$1,691,387	\$156,286	\$57,871	\$21,000	\$1,926,543	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0		57
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0		
C. OTHER	\$0	\$0	\$0	\$0		
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0		
MAXIMUM OBLIGATION	\$1,691,387	\$156,286	\$57,871	\$21,000	\$1,926,543	
SOURCES OF FUNDING FOR MAXIMUM	OBLIGATION:					%
A MEDI-CAL FFP						
B. FEDERAL FUNDS		5				
C. REALIGNMENT FUNDS						
D. STATE GENERAL FUNDS	\$990,307	\$91,505	\$33,883	\$12,296	\$1,127,991	58.55%
E. COUNTY FUNDS	\$478,324	\$44,198	\$16,366	\$5,939	\$544,826	28.28%
G. OTHER: 3RD PARTY	\$222,756	\$20,583	\$7,622	\$2,766	\$253,726	13.17%
TOTAL (SOURCES OF FUNDING)	\$1,691,387	\$156,286	\$57,871	\$21,000	\$1,926,543	100.0%

FUNDING SOURCES DOCUMENT:	CLIB FX 11/\(\)2		
STAFF ANALYST SIGNATURE:	Kola Loleso	DATE:	16-Apr-12
FISCAL SERVICES SIGNATURE:	- Kleen	DATE:	4/10/12

INVOICE MONTH:	
PROVIDER AGENCY NAME:	
SERVICE CONTRACT NAME AND REGION: _	
SERVICE LOCATION (ADDRESS):	
SERVICE RU's (FOR THIS LOCATION ONLY):	
CERTIFICATION OF CLAIMS AN	D PROGRAM INTEGRITY FORM
Medi-Cal Eligible Certificat	ion of Claims and Program Integrity
I, as an authorized representative of under penalty of perjury to the following: An in compliance we Riverside County Department of Mental Health (RCD and/or County laws for Medi-Cal beneficiaries. The bethe time the services were provided to the beneficiaries provided to the beneficiaries in association with and established for the beneficiaries as defined under Title 9, for the service or services provided, for the timeframe and/or licensed professional as stipulated by all application client plan was developed and maintained for the beneficiaries the contract with the RCDMH and as stipulated by all applications.	with the requirements established in the contract with the MH) and as stipulated by all applicable Federal, State neficiaries were eligible to receive Medi-Cal services at es. The services included in the claim were actually as stipulated by the claim. Medical necessity was California Code of Regulations, Division 1, Chapter 11, in which the services were provided, and by a certified ble Federal, State and County laws and regulations. A diaries that met all client plan requirements established in
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
Non-Medi-Cal Eligible Certification	n of Claims and Program Integrity
I, as an authorized representative of	HEREBY CERTIFY under penalty of to for the beneficiaries was conducted by a compliance with the requirements established in the all Health (RCDMH) and as stipulated by all applicable are referred by the CARES or the Assessment and services. The beneficiaries were referred to receive eneficiaries in association with and as stipulated by the provided to the beneficiaries and for the timeframe in dor licensed professional as stipulated by all applicable client plan was developed and maintained for the
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
	RCDMH Admin. Use Only

BATCH #'s:

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Deputy County Counsel

FY 2011/2012 SECOND EXTENSION 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; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 10, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 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 \$2,515,500 to \$3,149,469 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

CONTRACTOR: VISTA PACIFICA

Signed:

Print name:

Address: 3674 Pacific Avenue

Riverside, CA 92509

COUNTY COUNSEL PAMELA J. WALLS Approved as to Form

INFORMATION COPY:

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

COUNTY OF RIVERSIDE:

John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

VISTA PACIFICA ENTERPRISES, INC.-IMD CRISIS HOSPITAL REGION 4100206024-83550-530100 SECOND EXTENSION-FY 2011/12

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MH-11/12 IMD-NEGOTIATED RATE NON MEDI-CAL

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VISTA PACIFICA ENTERPRISES, INC.

A. <u>REIMBURSEMENT:</u>

- 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.
- Ancillary services will be reimbursed on a cash basis net of revenues collected.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$3,149,469, subject to availability of Federal, State, and local funds.

C. BUDGET:

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

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

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

E. <u>REVENUES:</u>

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

- 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
- 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
- 4. CONTRACTOR is obligated to collect from the client any Medicare coinsurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

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revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

F. REALLOCATION OF FUNDS:

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

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

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Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

L. DATA ENTRY:

- 1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
- 2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

M. CONTRACTOR RESPONSIBILITES:

- 1. CONTRACTOR shall provide and pay for all non-emergency, non-psychotropic medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.
- 2. CONTRACTOR shall provide discharge clients with all medication and necessary equipment (e.g., insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until

1	his/her first outpatient medication appointment, estimated to be within two (2)
2	weeks of discharge.
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4	/Rev. 05/17/10stl; Rev. 06/08/11 stl
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COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH SCHEDULE I

SECOND EXTENSION

CONTRACT PROVIDER NAME: VISTA PACIFICA

FISCAL YEAR: 2011/2012

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: 4100206024/83550/530100

SYSTEM RU NUMBER: 00691

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY / 05	IMD BED DAY W/PATCH / 05	IMD BED HOLD THERAPEUTIC PASS / 05	ANCILLARY		39
SERVICE FUNCTION:	35	36	35			
NUMBER OF UNITS:	18,689	0	365			
COST PER UNIT:	\$164.09	\$0.00	\$158.55			8
GROSS COST:	\$3,066,598	\$0	\$57,871	\$25,000	\$3,149,469	
LESS REVENUES COLLECTED BY CONTRACTORS:		en e				
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0 .	\$0	\$0	\$0	
LESS MEDI-CAL/FFP	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$3,066,598	\$0	\$57,871	\$25,000	\$3,149,469	
SOURCES OF FUNDING FOR MAXIMUM	OBLIGATION:					%
A. Medi-Cal FFP						ĕ
B. FEDERAL FUNDS						
C. REALIGNMENT FUNDS	\$2,113,692	\$0	\$39,888	\$17,232	\$2,170,812	68.93%
D. STATE GENERAL FUNDS	\$121,469	\$0	\$2,292	\$990	\$124,751	3.96%
E. COUNTY FUNDS	\$354,385	\$0	\$6,688	\$2,889	\$363,962	11.56%
F. OTHER: 3RD PARTY	\$477,052	\$0	\$9,003	\$3,889	\$489,944	15.56%
TOTAL (SOURCES OF FUNDING)	\$3,066,598	\$0	\$57,871	\$25,000	\$3,149,469	100%

FUNDING SOURCES DOCUMEN' CLIB HX 11/12		Ē
STAFF ANALYST SIGNATURE: DATE:	19-Apr-12	
FISCAL SERVICES SIGNATURE DATE:	1	

INVOICE MONTH:	
PROVIDER AGENCY NAME:	
SERVICE CONTRACT NAME AND REGION: _	
SERVICE LOCATION (ADDRESS):	
SERVICE RU's (FOR THIS LOCATION ONLY):	
CERTIFICATION OF CLAIMS AN	D PROGRAM INTEGRITY FORM
Medi-Cal Eligible Certifica	tion of Claims and Program Integrity
Riverside County Department of Mental Health (RCE and/or County laws for Medi-Cal beneficiaries. The bethe time the services were provided to the beneficiar provided to the beneficiaries in association with an established for the beneficiaries as defined under Title 9 for the service or services provided, for the timeframe and/or licensed professional as stipulated by all applic	assessment of the beneficiaries was conducted by with the requirements established in the contract with the DMH) and as stipulated by all applicable Federal, State eneficiaries were eligible to receive Medi-Cal services at ries. The services included in the claim were actually d as stipulated by the claim. Medical necessity was d, California Code of Regulations, Division 1, Chapter 11, in which the services were provided, and by a certified able Federal, State and County laws and regulations. A ciaries that met all client plan requirements established in applicable Federal, State and/or County law.
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
	on of Claims and Program Integrity HEPERY CEPTIES under penalty of
contract with the Riverside County Department of Mer Federal, State and/or County laws for consumers wh Consultation Team (ACT) for mental health specialt services at the time the services were provided to the claim. The services included in the claim were actual which the services were provided, and by a certified at Federal, State and County laws and regulations.	HEREBY CERTIFY under penalty of the of the beneficiaries was conducted by in compliance with the requirements established in the natal Health (RCDMH) and as stipulated by all applicable no are referred by the CARES or the Assessment and y services. The beneficiaries were referred to receive beneficiaries in association with and as stipulated by the ly provided to the beneficiaries and for the timeframe in ad/or licensed professional as stipulated by all applicable A client plan was developed and maintained for the lished in the contract with the RCDMH and as stipulated
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
	RCDMH Admin, Use Only

BATCH #'s:

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FY 2011/2012 SECOND EXTENSION 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; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Purchasing Agent on August 10, 2011 for FY 2011/ 2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 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 \$431,196 to \$607,145 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

CONTRACTOR: LANDMARK

Print name: Nosemann C. Kilbur

Title: Administrator

Address: 2030 North Garey Avenue Pomona, CA 91767

COUNTY COUNSEL
PAMELA J. WALLS
Approved as to Form

Deputy County Counsel

INFORMATION COPY:

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

COUNTY OF RIVERSIDE:

John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Deputy

LANDMARK MEDICAL CENTER, INC.-IMD CRISIS HOSPITAL REGION 4100206232-83550-530100 SECOND EXTENSION-FY 2011/12

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MH-11/12 IMD-NEGOTIATED RATE NON MEDI-CAL

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.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$607,145, subject to availability of Federal, State, and local funds.

C. BUDGET:

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

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

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

E. REVENUES:

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

- 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
- 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
- 4. CONTRACTOR is obligated to collect from the client any Medicare coinsurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

F. REALLOCATION OF FUNDS:

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

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

H. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement process.
- 2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
- 3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and

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subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

- Notwithstanding the provisions of Paragraph I-1 4. and above. CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all applicable services into the ELMR system for the applicable month, and faxing and/or emailing the the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided. SD/MC billings shall be processed by the COUNTY and the CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.
- 5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated

Page 6 of 11

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

6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received and invoice is generated by the applicable COUNTY Region/Program.

I. COST REPORT:

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

until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines extension will immediately result in the withholding of future monthly reimbursements.

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

J. BANKRUPTCY:

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

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

Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

L. DATA ENTRY:

- 1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
- 2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

M. CONTRACTOR RESPONSIBILITES:

- 1. CONTRACTOR shall provide and pay for all non-emergency, non-psychotropic medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.
- CONTRACTOR shall provide discharge clients with all medication and necessary equipment (e.g., insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until

COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH SCHEDULE I

SECOND EXTENSION

CONTRACT PROVIDER NAME: LANDMARK MEDICAL SERVIC

FISCAL YEAR:

2011/2012

NEGOTIATED RATE (X)

ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

DEPT ID/PROGRAM: 4100206232/83550/530100

SYSTEM RU NUMBER: 00551

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY / 05	IMD BED DAY W/PATCH / 05	IMD BED HOLD THERAPEUTIC PASS / 05	ANCILLARY		
SERVICE FUNCTION;	35	36	35			
NUMBER OF UNITS:	3,957	0	90			
COST PER UNIT:	\$147.67	\$0.00	\$141.95			
GROSS COST:	\$584,369	\$0	\$12,776	\$10,000	\$607,145	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$584,369	\$0	\$12,776	\$10,000	\$607,145	
SOURCES OF FUNDING FOR MAXIMUM	OBLIGATION:					%
A. Medi- Cal FFP						
B. FEDERAL FUNDS	2					
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$584,369	\$0	\$12,776	\$10,000	\$607,145	100.00%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	\$584,369	\$0	\$12,776	\$10,000	\$607,145	100.0%

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

DATE:

16-Apr-2012

FISCAL SERVICES SIGNATURE:

INVOICE MONTH:	
PROVIDER AGENCY NAME:	
SERVICE CONTRACT NAME AND REGION:	
SERVICE LOCATION (ADDRESS):	
SERVICE RU's (FOR THIS LOCATION ONLY): _	
CERTIFICATION OF CLAIMS AND	PROGRAM INTEGRITY FORM
Medi-Cal Eligible Certification	on of Claims and Program Integrity
I, as an authorized representative of under penalty of perjury to the following: An a in compliance wi Riverside County Department of Mental Health (RCDN and/or County laws for Medi-Cal beneficiaries. The ben the time the services were provided to the beneficiarie provided to the beneficiaries in association with and established for the beneficiaries as defined under Title 9, for the service or services provided, for the timeframe in and/or licensed professional as stipulated by all applicabellient plan was developed and maintained for the beneficiaries the contract with the RCDMH and as stipulated by all applications.	th the requirements established in the contract with the MH) and as stipulated by all applicable Federal, State eficiaries were eligible to receive Medi-Cal services at s. The services included in the claim were actually as stipulated by the claim. Medical necessity was California Code of Regulations, Division 1, Chapter 11, a which the services were provided, and by a certified ble Federal, State and County laws and regulations. A paries that met all client plan requirements established in
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
contract with the Riverside County Department of Menta Federal, State and/or County laws for consumers who Consultation Team (ACT) for mental health specialty services at the time the services were provided to the be- claim. The services included in the claim were actually which the services were provided, and by a certified and	, HEREBY CERTIFY under penalty of of the beneficiaries was conducted by compliance with the requirements established in the l Health (RCDMH) and as stipulated by all applicable are referred by the CARES or the Assessment and services. The beneficiaries were referred to receive neficiaries in association with and as stipulated by the provided to the beneficiaries and for the timeframe in for licensed professional as stipulated by all applicable
Federal, State and County laws and regulations. A beneficiaries that met all client plan requirements establis by all applicable Federal, State and/or County law.	hed in the contract with the RCDMH and as stipulated
Signature of Authorized Provider	Printed Name of Authorized Provider
Date:	Bill Enumerator:
	RCDMH Admin, Use Only