

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

350



**FROM:** Director of Mental Health

**SUBMITTAL DATE:**  
June 17, 2010

**SUBJECT:** Ratify the FY 2009/2010 Department of Mental Health's (DOMH) In-State Children's Program Mental Health Agreement Amendments.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Ratify the Four (4) Agreement Amendments for Children's Mental Health Services as specified in Attachment A for FY 2009/2010 ;
2. Authorize the Chairman of the Board to sign the four (4) Agreement Amendments;
3. Authorize the Riverside County Purchasing Agent to add new contract providers up to \$100,000, while staying within the previously approved aggregate amount for In-State Children's Provider Contracts of \$13,738,970 without securing competitive bids in accordance with County Ordinance 459; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, amend, and annually renew all the In-State Children's agreements with new and existing Providers as listed in Attachment A up to the previously approved aggregate amount of \$13,738,970 for In-State Children's Provider Contracts through June 30, 2013.

**BACKGROUND:** On July 29, 2008, Agenda Item 3.96, the Board of Supervisors approved the Department of Mental Health's (DOMH) utilization of In-State Children's Services Contracts as specified in Attachment A to provide various mental health services during FY 2008/2009 for an approved aggregate amount of \$13,738,970; and authorized the Riverside Purchasing Agent to increase, decrease and amend these agreements through June 30, 2013. **(Continued on page 2)**

JW:DF

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 13,738,970	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> See Attachment A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

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

3.41

Prev. Agn. Ref.: 3.96 of 07/29/08

District: ALL

Agenda Number:

Purchasing: \_\_\_\_\_  
Policy \_\_\_\_\_  
Consent  \_\_\_\_\_  
Per Exec. Ofc.: \_\_\_\_\_

**SUBJECT:** Ratify the FY 2009/2010 Department of Mental Health (DOMH) In-State Children's Program Mental Health Agreement Amendments.

**BACKGROUND (continued):**

However, due to a recent increase in In-State residential placements for Children's Program services towards the end of FY 2009/2010, the DOMH is requesting that the Board of Supervisors sign the four (4) agreement amendments as outlined in attachment A in excess of \$100,000 to increase In-State Children's Program service placements; and authorize the DOMH to continue contracting with the existing providers, also specified in Attachment A, for the previously approved aggregate amount of 13,378,970 for FY 2009/2010 through June 30, 2013.

The DOMH Children's contracts are for mental health services provided to eligible youth between the ages of 0-18, which may include Therapeutic Behavioral Services (TBS) to residential placement in group homes. The DOMH is required to provide TBS as a result of a court order issued in May 1999 by the U. S. District Court of Central California requiring Medi-Cal to reimburse TBS as an Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) supplemental mental health service. These services are intended to provide the child/youth with skills to effectively manage the behavior or system that is a barrier to achieving residence in the lowest appropriate level

**PERIOD OF PERFORMANCE:**

The specified Children's Services Contracts have a period of performance of July 1, 2009 to June 30, 2010, and may be renewed annually through June 30, 2013. Each contract has a termination provision that may be exercised upon availability of Federal, State or County funds.

**FINANCIAL IMPACT:**

Attachment A provides the funding sources and maximum contract amount for each Children's Services contract. Funding for these contracts is budgeted in the DOMH's FY 2009/2010 budget. No additional County funds are required.

**ATTACHMENT A**  
**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**  
**MAXIMUM CONTRACT AMOUNT, FY 2009/2010**

**Four (4) Amendments for FY 2009/2010 Central Children's Contracts for Board Approval**

Contractor	Contract Amount
Rebekah Children's Services	\$ 101,162
Seneca Center	\$ 100,193
Victor Treatment	\$ 130,501
Vista Del Mar	\$ 100,375
<b>Total</b>	<b>\$ 432,231</b>

**FY 2009/2010 Previously Approved Central Children's Contracts**

Contractor	Contract Amount
Charis	\$ 99,033
Charlee	\$ 979,939
Family First	\$ 99,942
Hillview Acres	\$ 539,999
Kids First Foundation, Inc	\$ 99,998
Milhaus Services, Inc.	\$ 280,181
New Haven	\$2,343,560
Pacific Clinics	\$1,494,922
Promesa	\$ 86,400
River Oak	\$ 99,943
San Diego Center for Children	\$ 249,999
Starview Adolescent Center, Inc.	\$ 621,232
Sunbridge Harbor View	\$ 387,089
Victor Community	\$1,099,999
<b>Total</b>	<b>\$8,482,236</b>

**FY 2009/2010 Previously Approved Western Children's Contracts**

Contractor	Contract Amount
Carolyn E. Wylie Center	\$ 55,100
Family Service Association	\$ 234,524
Olive Crest	\$1,500,000
VCSS – FAST	\$ 774,622
VCSS – Lake Elsinore	\$1,886,700
<b>Total</b>	<b>\$4,450,946</b>

**SUMMARY**

Four (4) Amendment Contracts	\$ 432,231
Previously Approved Central Children's Contracts	\$ 8,482,236
Previously Approved Western Children's Contracts	\$ 4,450,946
Subtotal	\$ 13,365,413
Reserve	\$ 373,557
<b>TOTAL</b>	<b>\$ 13,738,970</b>

**FY 2009/2010  
FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE AND  
REBEKAH CHILDREN'S SERVICES  
CENTRAL CHILDREN'S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Rebekah Children's Services (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on May 4, 2010 for FY 2009/2010; and is hereby amended for the first time for FY 2009/2010, effective June 1, 2010 through June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the County's maximum obligation increased from \$39,474 to \$101,162 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representative to execute this Amendment.

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR

Rebekah Children's Services

Signed: *Mary Kaye Ford*

Date: 6/16/10

Title: *Executive Director*

Address: 290 IOOF Avenue  
Gilroy, CA 95020

COUNTY OF RIVERSIDE

Signed: *Marion Ashley*

Marion Ashley, Chairman  
Riverside County Board of Supervisors

Date: JUN 29 2010

COUNTY COUNSEL:

Pamela J. Walls  
Approved as to Form

By: *Jane R. Mc...*

Deputy County Counsel

Attest by: *Kecia Harper-Ihem*, deputy

Kecia Harper-Ihem, Clerk of the Board

Rev.04/16/09 dsf

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **REBEKAH CHILDREN'S SERVICES -  
CENTRAL CHILDREN'S SERVICES**

A. REIMBURSEMENT:

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

B. MEDI-CAL RATES:

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

C. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/2010 shall be \$101,162, subject to availability of Federal, State, and local funds.

D. BUDGET:

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

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

3 E. SHORT-DOYLE/MEDI-CAL:

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

13 F. REVENUES:

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

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

G. REALLOCATION OF FUNDS:

1. No funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Program Manager prior to the end of either the Contract Period of Performance or Fiscal year. Approval shall not exceed the maximum obligation. Approval must be obtained prior to the end of the fiscal year (June 30<sup>th</sup>).

- 1           2.     In addition, CONTRACTOR may not, under any circumstances and without  
2           prior approval and/or written consent from the Program Manager and  
3           confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds,  
4           services, mode of services, and/or procedure codes as designed in the Schedule  
5           I that are defined as non-billable by the COUNTY, State or Federal  
6           governments from or to funds, services, mode of services and/or procedure  
7           codes that are defined as billable by the COUNTY, State or Federal  
8           governments.
- 9           3.     If this Agreement includes more than one Exhibit C, shifting of funds from one  
10          Exhibit C to another is prohibited without written approval from the Program  
11          Manager prior to the end of either the Contract Period of Performance or Fiscal  
12          year.

13   H.     RECOGNITION OF FINANCIAL SUPPORT:

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

17   I.     PAYMENT:

- 18          1.     Monthly reimbursements may be withheld at the discretion of the Director or its  
19          designee due to material contract non-compliance, including audit  
20          disallowances and/or adjustments or disallowances resulting from the COUNTY  
21          Contract Monitoring Review (CMT), the Annual Program Monitoring and/or  
22          Cost Report process.
- 23          2.     Notwithstanding the provisions of Paragraph I-1 above, CONTRACTOR shall  
24          be paid in arrears based upon the actual units of services provided and entered  
25          into the COUNTY SPUDS and/or other required, COUNTY approved data  
26          collection system. CONTRACTOR will submit a claim on their stationery,  
27          which must include at a minimum the CONTRACTOR'S name, invoice mailing  
28          address and telephone number, summarizing the dollar amount specified in the



1 MHS952 SPUDS report and a signed "Certification of Claims and Program  
2 Integrity" form (PIF). The summary page of the MHS952 report and the PIF  
3 form must be attached to the invoice. Failure to attach the summary page of the  
4 report and the signed PIF, will delay payment until the documents are provided.  
5 The claim must be approved and signed by the Director or its authorized  
6 designee of the CONTRACTOR. Monthly claims shall be submitted to the  
7 appropriate Program or Regional Manager of the COUNTY'S Department of  
8 Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

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

18 J. COST REPORT:

- 19 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
20 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting  
21 Unit (RU) number, an annual Cost Report with an accompanying financial  
22 statement and applicable supporting documentation to reconcile to the Cost  
23 Report within forty-six (46) calendar days following the end of each fiscal year  
24 (June 30), the expiration or termination of the contract which ever comes first..  
25 The Cost Report shall detail the actual cost of services provided. The Cost  
26 Report shall be provided in the format and on forms provided by the  
27 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY  
28 until receipt of a properly prepared Cost Report.

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

1 K. BANKRUPTCY:

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

7 L. AUDITS:

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

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

M. DATA ENTRY:

1. CONTRACTOR is required to enter all units of services into the SPUDS System for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into the SPUDS System may result in financial and/or service disallowances.

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Rev. 051209 dk

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: REBEKAH CHILDREN SERVICES FISCAL YEAR: '0910  
 NEGOTIATED RATE ( ) ACTUAL COST ( X ) NEGOTIATED NET AMOUNT ( )  
 FISCAL RU NUMBER: 33EM01&02 DEPT. ID/PROGRAM: 4100207041/83550

	Day TX	Med Spt			TOTAL	
MODE OF SERVICE:	10	15				
SERVICE FUNCTION:	85	60				
NUMBER OF UNITS	458	1753				
COST PER UNIT:	\$202.43	\$4.82				
GROSS COST:	\$92,713	\$8,449	\$0		\$101,162	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
<b>MAXIMUM OBLIGATION</b>	<b>92,713</b>	<b>8,449</b>	<b>0</b>	<b>0</b>	<b>\$101,162</b>	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE	46,356	4,225			\$50,581	50.00%
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS					0	
D. COUNTY FUNDS						
E. MEDI-CAL MATCHING FUNDS:						
1. _____	46,356	4,225			\$50,581	50.00%
2. _____					0	
F. OTHER: _____					0	100.00%
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$92,713</b>	<b>\$8,449</b>	<b>\$0</b>	<b>\$0</b>	<b>\$101,162</b>	<b>100.00%</b>

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

STAFF ANALYST SIGNATURE: *Blanning*

DATE: 6/1/10

FISCAL SERVICES SIGNATURE: *C. O. Man*

DATE: 6/7/10

**FY 2009/2010  
FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE AND  
SENECA CENTER  
CENTRAL CHILDREN'S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Seneca Center (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on August 11, 2009 for FY 2008/2009; renewed by the Purchasing Agent on September 29, 2009 for FY 2009/10; and is hereby amended for the first time for FY 2009/2010, effective June 1, 2010 through June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the County's maximum obligation increased from \$99,998 to \$100,193 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representative to execute this Amendment.

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR

Seneca Center

Signed: 

Date: 6/14/10

Title: Executive Director

Address: 2275 Arlington Drive  
San Leandro, CA 94578

COUNTY COUNSEL:

Pamela J. Walls  
Approved as to Form

By:  6/10/10

Deputy County Counsel

COUNTY OF RIVERSIDE

Signed: 

Marion Ashley, Chairman  
Riverside County Board of Supervisors

Date: JUN 29 2010

Attest by: 

Kecia Harper-Ihem, Clerk of the Board

Rev.04/16/09 dsf

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **SENECA CENTER – CENTRAL CHILDREN’S SERVICES**

A. REIMBURSEMENT:

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

B. MEDI-CAL RATES:

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

C. MAXIMUM OBLIGATION:

COUNTY’S maximum obligation for fiscal year 2009/2010 shall be \$100,193, subject to availability of Federal, State, and local funds.

D. BUDGET:

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

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

3 E. SHORT-DOYLE/MEDI-CAL:

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

13 F. REVENUES:

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



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

22    G.     REALLOCATION OF FUNDS:

- 23          1.     No funds allocated for any Mode of Service as designated in Schedule I may
- 24          be reallocated to another Mode of Service unless written approval is given by
- 25          the Program Manager prior to the end of either the Contract Period of
- 26          Performance or Fiscal year. Approval shall not exceed the maximum
- 27          obligation. Approval must be obtained prior to the end of the fiscal year (June
- 28          30<sup>th</sup>).

- 1           2.     In addition, CONTRACTOR may not, under any circumstances and without  
2           prior approval and/or written consent from the Program Manager and  
3           confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds,  
4           services, mode of services, and/or procedure codes as designed in the Schedule  
5           I that are defined as non-billable by the COUNTY, State or Federal  
6           governments from or to funds, services, mode of services and/or procedure  
7           codes that are defined as billable by the COUNTY, State or Federal  
8           governments.
- 9           3.     If this Agreement includes more than one Exhibit C, shifting of funds from one  
10          Exhibit C to another is prohibited without written approval from the Program  
11          Manager prior to the end of either the Contract Period of Performance or Fiscal  
12          year.

13 H.     RECOGNITION OF FINANCIAL SUPPORT:

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

17 I.     PAYMENT:

- 18           1.     Monthly reimbursements may be withheld at the discretion of the Director or its  
19           designee due to material contract non-compliance, including audit  
20           disallowances and/or adjustments or disallowances resulting from the COUNTY  
21           Contract Monitoring Review (CMT), the Annual Program Monitoring and/or  
22           Cost Report process.
- 23           2.     Notwithstanding the provisions of Paragraph I-1 above, CONTRACTOR shall  
24           be paid in arrears based upon the actual units of services provided and entered  
25           into the COUNTY SPUDS and/or other required, COUNTY approved data  
26           collection system. CONTRACTOR will submit a claim on their stationery,  
27           which must include at a minimum the CONTRACTOR'S name, invoice mailing  
28           address and telephone number, summarizing the dollar amount specified in the

1 MHS952 SPUDS report and a signed "Certification of Claims and Program  
2 Integrity" form (PIF). The summary page of the MHS952 report and the PIF  
3 form must be attached to the invoice. Failure to attach the summary page of the  
4 report and the signed PIF, will delay payment until the documents are provided.  
5 The claim must be approved and signed by the Director or its authorized  
6 designee of the CONTRACTOR. Monthly claims shall be submitted to the  
7 appropriate Program or Regional Manager of the COUNTY'S Department of  
8 Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

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

18 J. COST REPORT:

- 19 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
20 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting  
21 Unit (RU) number, an annual Cost Report with an accompanying financial  
22 statement and applicable supporting documentation to reconcile to the Cost  
23 Report within forty-six (46) calendar days following the end of each fiscal year  
24 (June 30), the expiration or termination of the contract which ever comes first..  
25 The Cost Report shall detail the actual cost of services provided. The Cost  
26 Report shall be provided in the format and on forms provided by the  
27 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY  
28 until receipt of a properly prepared Cost Report.

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

1 K. BANKRUPTCY:

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

7 L. AUDITS:

- 8 1. CONTRACTOR agrees that any duly authorized representative of the Federal  
9 Government, the State or COUNTY shall have the right to audit, inspect,  
10 excerpt, copy or transcribe any pertinent records and documentation relating to  
11 this Agreement or previous Agreements in previous years.
- 12 2. If this contract is terminated in accordance with Section XXIX,  
13 TERMINATION PROVISIONS, COUNTY, Federal and/or State governments  
14 may conduct a final audit of the CONTRACTOR. Final reimbursement to  
15 CONTRACTOR by COUNTY shall not be made until all audit results are  
16 known and all accounts are reconciled. Revenue collected by CONTRACTOR  
17 during this period for services provided under the terms of this Agreement will  
18 be regarded as revenue received and deducted as such from the final  
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- 20 3. Any audit exception resulting from an audit conducted by any duly authorized  
21 representative of the Federal Government, the State or COUNTY shall be the  
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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 Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

M. DATA ENTRY:

1. CONTRACTOR is required to enter all units of services into the SPUDS System for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into the SPUDS System may result in financial and/or service disallowances.

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Rev. 051209 dk

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: <b>Seneca Center</b>	FISCAL YEAR: 09/10
NEGOTIATED RATE ( )	ACTUAL COST (X)
NEGOTIATED NET AMOUNT ( )	
FISCAL RU NUMBER: 3312	DEPT. ID/PROGRAM: 4100207225-83550

	Case Mgt	MHS	Crisis	Med Suppt	Subtotal	
MODE OF SERVICE:	15	15	15	15		
SERVICE FUNCTION:	1-9	10-59	70	60		
NUMBER OF UNITS	17,459	5893	3125	1338		
COST PER UNIT: '	\$2.02	\$2.61	\$3.88	\$4.82		
GROSS COST:	\$35,267	\$15,380	\$12,125	\$6,449	<b>69,221</b>	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
<b>MAXIMUM OBLIGATION</b>	<b>35,267</b>	<b>15,380</b>	<b>12,125</b>	<b>6,449</b>	<b>69,221</b>	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE	17,634	7,690	6,063	3,225	<b>34,612</b>	50.00%
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS						
D. COUNTY FUNDS					0	
E. MEDI-CAL MATCHING FUNDS:						
1. _____	17,633	7,690	6,062	3,224	<b>34,609</b>	50.00%
2. _____					0	
F. OTHER: _____					0	0.00%
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$35,267</b>	<b>\$15,380</b>	<b>\$12,125</b>	<b>\$6,449</b>	<b>\$69,221</b>	<b>100.00%</b>

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

STAFF ANALYST SIGNATURE:  DATE: 6/1/10

FISCAL SERVICES SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: Seneca Center FISCAL YEAR: 09/10  
 NEGOTIATED RATE ( ) ACTUAL COST (X) NEGOTIATED NET AMOUNT ( )  
 FISCAL RU NUMBER: 3312 DEPT. ID/PROGRAM: 4100207225-83550

	Subtotal from Pg 1	Day Treat			Page 2 of 2 TOTAL	
MODE OF SERVICE:		10				
SERVICE FUNCTION:		85				
NUMBER OF UNITS		153				
COST PER UNIT:		\$202.43				
GROSS COST:	\$69,221	\$30,972			100,193	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
<b>MAXIMUM OBLIGATION</b>	<b>69,221</b>	<b>30,972</b>	<b>0</b>	<b>0</b>	<b>100,193</b>	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE	34,611	15,486	0	0	50,097	50.00%
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS						
D. COUNTY FUNDS					0	
E. MEDI-CAL MATCHING FUNDS:						
1. _____	34,610	15,486	0	0	50,096	50.00%
2. _____					0	
F. OTHER: _____					0	0.00%
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$69,221</b>	<b>\$30,972</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,193</b>	<b>100.00%</b>

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

*Flemming*

DATE: \_\_\_\_\_

*6/1/10*

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

*C. O. M.*

DATE: \_\_\_\_\_

*6/2/10*



**FY 2009/2010  
FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE AND  
VICTOR TREATMENT CENTER, INC.  
CENTRAL CHILDREN'S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Victor Treatment Center, Inc. (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on July 30, 2009 for FY 2008/2009; amended for the first time by the Purchasing Agent for FY 2008/09 on September 17, 2009; renewed by the Purchasing Agent for FY 2009/10 on October 27, 2009; and is hereby amended for the first time for FY 2009/2010, effective June 1, 2010 through June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the County's maximum obligation increased from \$99,999 to \$130,501 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representative to execute this Amendment.

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR

Victor Treatment Center, Inc.

Signed: David J. Monroe

Date: 6-14-10

Title: CFO

Address: P. O. Box 5361  
Chico, CA 95927

COUNTY OF RIVERSIDE

Signed: Marion Ashley

Marion Ashley, Chairman  
Riverside County Board of Supervisors

Date: JUN 29 2010

COUNTY COUNSEL:

Pamela J. Walls

Approved as to Form

By: Jeric L. McCall 6/11/10  
Deputy County Counsel

Attest by: Kecia Harper-Ihem, deputy  
Kecia Harper-Ihem, Clerk of the Board

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **VICTOR TREATMENT CENTER, INC. –  
CENTRAL CHILDREN’S SERVICES**

A. REIMBURSEMENT:

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

B. MEDI-CAL RATES:

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

C. MAXIMUM OBLIGATION:

COUNTY’S maximum obligation for fiscal year 2009/2010 shall be \$130,501, subject to availability of Federal, State, and local funds.

D. BUDGET:

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

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

3 E. SHORT-DOYLE/MEDI-CAL:

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

13 F. REVENUES:

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

22 G. REALLOCATION OF FUNDS:

- 23 1. No funds allocated for any Mode of Service as designated in Schedule I may  
24 be reallocated to another Mode of Service unless written approval is given by  
25 the Program Manager prior to the end of either the Contract Period of  
26 Performance or Fiscal year. Approval shall not exceed the maximum  
27 obligation. Approval must be obtained prior to the end of the fiscal year (June  
28 30<sup>th</sup>).

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2. In addition, CONTRACTOR may not, under any circumstances and without prior approval and/or written consent from the Program Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds, services, mode of services, and/or 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 prohibited without written approval from the Program Manager prior to the end of either the Contract Period of Performance or Fiscal year.

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Annual Program Monitoring and/or Cost Report process.
2. Notwithstanding the provisions of Paragraph I-1 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY SPUDS and/or other required, COUNTY approved data collection system. CONTRACTOR will submit a claim on their stationery, which must include at a minimum the CONTRACTOR'S name, invoice mailing address and telephone number, summarizing the dollar amount specified in the

1 MHS952 SPUDS report and a signed "Certification of Claims and Program  
2 Integrity" form (PIF). The summary page of the MHS952 report and the PIF  
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4 report and the signed PIF, will delay payment until the documents are provided.  
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6 designee of the CONTRACTOR. Monthly claims shall be submitted to the  
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8 Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

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

M. DATA ENTRY:

1. CONTRACTOR is required to enter all units of services into the SPUDS System for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into the SPUDS System may result in financial and/or service disallowances.

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Rev. 051209 dk

**SCHEDULE I  
MENTAL HEALTH**

Amendment 1

CONTRACT PROVIDER NAME: Victor Treatment Center	FISCAL YEAR: 0910
NEGOTIATED RATE ( )	ACTUAL COST (X)
NEGOTIATED NET AMOUNT ( )	
FISCAL RU NUMBER: 33IW,33IX,33IY,33IZ	DEPT. ID/PROGRAM: 4100207226-83550

	Day TX	Med Sppt.			TOTAL	
MODE OF SERVICE:	10	15				
SERVICE FUNCTION:	85	60				
NUMBER OF UNITS	582	2684				
COST PER UNIT:	\$202.00	\$4.82				
GROSS COST:	\$117,564	\$12,937	\$0		<b>130,501</b>	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
<b>MAXIMUM OBLIGATION</b>	<b>117,564</b>	<b>12,937</b>	<b>0</b>	<b>0</b>	<b>130,501</b>	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE	58,782	6,469			<b>65,251</b>	50.00%
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS						
D. COUNTY FUNDS					0	
E. MEDI-CAL MATCHING FUNDS:						
1. _____	58,782	6468			<b>65,250</b>	50.00%
2. _____					0	
F. OTHER: _____					0	0.00%
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$117,564</b>	<b>\$12,937</b>	<b>\$0</b>	<b>\$0</b>	<b>\$130,501</b>	100.00%

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

STAFF ANALYST SIGNATURE: *Stemming* DATE: 6/1/10

FISCAL SERVICES SIGNATURE: *C. O. M.* DATE: 4/7/10

**FY 2009/2010  
SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE AND  
VISTA DEL MAR CHILD AND FAMILY SERVICES  
CENTRAL CHILDREN'S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Vista Del Mar Child and Family Services (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on January 14, 2010 for FY 2009/2010; amended for the first time by the Purchasing Agent for FY 2009/2010 on April 6, 2010; and is hereby amended for the second time for FY 2009/2010, effective June 1, 2010 through June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the County's maximum obligation increased from \$57,481 to \$100,375 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representative to execute this Amendment.

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR

Vista Del Mar Child and Family Services

Signed: 

Date: 6.14.10

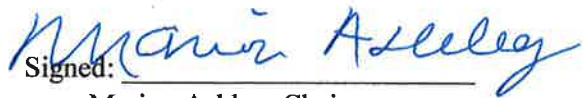
Title: Vice President Residential  
Address: 3200 Motor Avenue  
Los Angeles, CA 92034

COUNTY COUNSEL:

Pamela J. Walls  
Approved as to Form

By: Jarin R-Mull 6/10/10  
Deputy County Counsel

COUNTY OF RIVERSIDE

Signed: 

Marion Ashley, Chairman  
Riverside County Board of Supervisors

Date: JUN 29 2010

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

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **VISTA DEL MAR CHILD AND FAMILY SERVICES –  
CENTRAL CHILDREN’S SERVICES**

A. REIMBURSEMENT:

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

B. MEDI-CAL RATES:

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

C. MAXIMUM OBLIGATION:

COUNTY’S maximum obligation for fiscal year 2009/2010 shall be \$100,375, subject to availability of Federal, State, and local funds.

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D. BUDGET:

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

E. SHORT-DOYLE/MEDI-CAL:

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

F. REVENUES:

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

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CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party.

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

G. REALLOCATION OF FUNDS:

- 1. No funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Program Manager prior to the end of either the Contract Period of Performance or Fiscal year. Approval shall not exceed the maximum

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obligation. Approval must be obtained prior to the end of the fiscal year (June 30<sup>th</sup>).

- 2. In addition, CONTRACTOR may not, under any circumstances and without prior approval and/or written consent from the Program Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds, services, mode of services, and/or 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 prohibited without written approval from the Program Manager prior to the end of either the Contract Period of Performance or Fiscal year.

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Annual Program Monitoring and/or Cost Report process.
- 2. Notwithstanding the provisions of Paragraph I-1 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY SPUDS and/or other required, COUNTY approved data collection system. CONTRACTOR will submit a claim on their stationery,

1 which must include at a minimum the CONTRACTOR'S name, invoice mailing  
2 address and telephone number, summarizing the dollar amount specified in the  
3 MHS952 SPUDS report and a signed "Certification of Claims and Program  
4 Integrity" form (PIF). The summary page of the MHS952 report and the PIF  
5 form must be attached to the invoice. Failure to attach the summary page of the  
6 report and the signed PIF, will delay payment until the documents are provided.  
7 The claim must be approved and signed by the Director or its authorized  
8 designee of the CONTRACTOR. Monthly claims shall be submitted to the  
9 appropriate Program or Regional Manager of the COUNTY'S Department of  
10 Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

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

20 J. COST REPORT:

- 21 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
22 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting  
23 Unit (RU) number, an annual Cost Report with an accompanying financial  
24 statement and applicable supporting documentation to reconcile to the Cost  
25 Report within forty-six (46) calendar days following the end of each fiscal year  
26 (June 30), the expiration or termination of the contract which ever comes first..  
27 The Cost Report shall detail the actual cost of services provided. The Cost  
28 Report shall be provided in the format and on forms provided by the



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COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report.

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

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K. BANKRUPTCY:

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

L. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and 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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4. The COUNTY will conduct Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, Contractor will be mailed a report summarizing the results of the site visit. A corrective 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 Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

M. DATA ENTRY:

1. CONTRACTOR is required to enter all units of services into the SPUDS System for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into the SPUDS System may result in financial and/or service disallowances.

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Rev. 051209 dk

**SCHEDULE I  
MENTAL HEALTH**

Amendment 2

CONTRACT PROVIDER NAME: VISTA DEL MAR	FISCAL YEAR: 0910
NEGOTIATED RATE (X)	ACTUAL COST ( )
	NEGOTIATED NET AMOUNT ( )
FISCAL RU NUMBER: 3313	DEPT. ID/PROGRAM: 4100207227/83550

	Day TX	Med Sppt	CTF		TOTAL	
MODE OF SERVICE:	10	15	5			
SERVICE FUNCTION:	85-89	60-69	60			
NUMBER OF UNITS	282	1800	280			
COST PER UNIT:	\$202.43	\$4.82	\$123.62			
GROSS COST:	\$57,085	\$8,676	\$34,614		100,375	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
<b>MAXIMUM OBLIGATION</b>	<b>57,085</b>	<b>8,676</b>	<b>34,614</b>	<b>0</b>	<b>100,375</b>	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%	
A. MEDI-CAL/FFP/FEDERAL SHARE	28,543	4,338			32,881	
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS					0	
D. COUNTY FUNDS					0	
E. MEDI-CAL MATCHING FUNDS:						
1. _____	28,542	4,338			32,880	
2. _____					0	
F. OTHER: COUNTY FUNDS			34,614		34,614	
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$57,085</b>	<b>\$8,676</b>	<b>\$34,614</b>	<b>\$0</b>	<b>100,375</b>	0.00%

FUNDING SOURCES DOCUMENT: \_\_\_\_\_

STAFF ANALYST SIGNATURE: *Glenn*

DATE: 6/1/10

FISCAL SERVICES SIGNATURE: *C. O. Wilson*

DATE: 6/7/10