

957



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

FROM: Riverside County Department of Mental Health

SUBMITTAL DATE:
May 22, 2012

SUBJECT: Approve the increase to the Department of Mental Health Aggregate for In-State Children's Program Contracts. (All Districts)

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

1. Approve the FY 2011/2012 Department of Mental Health agreement amendment with Victor Community Support Services, Inc. (VCSS) for FY 2011/2012;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the agreement amendment;
3. Increase the annual maximum aggregate amount previously authorized by the Riverside County Board of Supervisors for In-State Children's Contracts from \$13,738,970 to \$15,738,970; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, amend, and annually renew all the In-State Children's agreements as listed in Attachment "A" while staying within the new Board approved aggregate amount of \$15,738,970 for In-State Children's Provider contracts through June 30, 2015. (All Districts)

BACKGROUND: On January 31, 2012, Agenda Item 3.15, the Riverside County Board of Supervisors approved the Riverside County Department of Mental Health's (RCDMH) utilization of In-State Children's Services contracts to provide various mental health services during FY 2011/2012 while staying within an approved aggregate amount of \$13,738,970; and authorized the Riverside Purchasing Agent to annually renew these agreements through June 30, 2015. (Continued on page 2)

JW:DF:EM

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,738,970	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: See Attachment "A"

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Debra Cournoyer
Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 5, 2012
xc: Mental Health, Purchasing

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: 3.15 of 01/31/2012

District: ALL

Agenda Number:

3.43

Purchasing: *[Signature]* Mark Seiler, Assistant Director
Departmental Concurrence
FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 5-3-12
ELENAM. BOEVA

Policy Policy

Consent Consent

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

SUBJECT:

Approve the increase to the Department of Mental Health Aggregate for In-State Children's Program Contracts. (All Districts)

BACKGROUND (continued):

However, the RCDMH Western Children's region must expand its mental health program with Victor Community Support Services, Inc. (VCSS) in Lake Elsinore/Perris to provide additional capacity to serve an increased population of children under 18 years of age and their families with mental health illness. The expansion will fund additional treatment staff within already established clinics operating in Lake Elsinore/Perris. The proposed increase of staff will increase the number of treatment slots by one-hundred and six (106). This will eliminate waiting lists for clients who are seeking mental health services.

The mental health services for the Lake Elsinore/Perris sites will include: assessments; individual, family and group therapy; crisis intervention; medication evaluation and management; and case management. In addition to the VCSS increase, the RCDMH will also have to make provisions for future contract increases for TBS services as mandated by the State.

Therefore, RCDMH is requesting that the Riverside County Board of Supervisors sign the agreement amendment with VCSS, Inc. as outlined in Attachment "A" for \$3,313,965; and authorize the RCDMH to continue contracting with the existing In-State Children's providers for other required mental health services, also specified in Attachment "A", for the new Board approved aggregate amount of \$15,378,970 for FY 2011/2012 through June 30, 2015.

The RCDMH In-State Children's contracts listed in Central Children's Attachment "A" are for mental health services provided to eligible youth between the ages of 0-21. Services provided include, but are not limited to, day treatment, day rehabilitation and Therapeutic Behavioral Services (TBS) to individuals placed in group homes.

PERIOD OF PERFORMANCE:

The specified In-State Children's services contracts listed in Attachment "A" have a period of performance of July 1, 2011 to June 30, 2012, and may be renewed annually through June 30, 2015. Each contract has a termination provision that may be exercised, based upon availability of Federal, State or County funds.

FINANCIAL IMPACT:

Attachment "A" provides the maximum contract amounts for the FY 2011/2012 amendments for each of the In-State Children's Program Mental Health agreements and also reflects the proposed contract amounts for FY 2012/2013. Funding for these contracts is budgeted in the RCDMH's FY 2011/2012 and FY 2012/2013 budget. No additional County funds are required.

PRICE REASONABLENESS:

The RCDMH used the predetermined State Medi-Cal rates as the standard to negotiate and establish the rates with each In-State Children's provider listed in Attachment "A".

ATTACHMENT "A"
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
MAXIMUM CONTRACT AMOUNT FY 2011/12

Amendment for FY 2011/2012 Central Children's Contracts for Board Approval

Contractor	Previous Contract Amount	Amended Contract Amount
Victor Community Support Services, Inc.	\$3,072,698	\$3,313,965
SUBTOTAL	\$3,072,698	\$3,313,965

FY 2011/2012 Previously Approved Central Children's Contracts

Contractor	Contract Amount
Charlee	\$ 844,538
Childhelp, Inc.	\$ 139,999
Community Access Network, Inc.	\$ 699,999
Families First, Inc.	\$ 99,998
JDT Consultants	\$ 99,999
Milhous Services, Inc.	\$ 280,179
New Haven	\$2,156,558
Olive Crest	\$ 99,999
Pacific Clinics	\$1,261,020
Rebekah Children's Services	\$ 101,162
San Diego Center for Children	\$ 199,144
South Coast Society	\$ 99,999
Starview Adolescent Center, Inc.	\$ 345,369
Sunbridge Harbor View	\$ 300,995
Victor Community Support Services	\$ 946,581
Victor Treatment	\$ 131,550
Vista Del Mar	\$ 211,272
SUBTOTAL	\$8,018,361

FY 2011/2012 Previously Approved Western Children's Contracts

Contractor	Contract Amount
Carolyn E. Wylie Center	\$ 55,100
Family Service Association	\$ 234,524
Oak Grove	\$ 500,000
Olive Crest	\$ 1,000,000
VCSS - FAST	\$ 774,622
SUBTOTAL	\$2,564,246

ATTACHMENT "A"
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
MAXIMUM CONTRACT AMOUNT, FY 2011/12

FY 2012/2013 Proposed Contract Increases Central and Western Regions

Contractor	Proposed Increase Contract Amount	Proposed Contract Amounts for FY 2012/2013
Victor Community Support Services, Inc.	\$712,601	\$4,026,566
Childhelp, Inc.	\$261,000	\$ 400,000
Community Access Network	\$300,001	\$1,000,000
Families First	\$100,001	\$ 200,000
SUBTOTAL	\$1,373,603	\$5,626,566

SUMMARY

Four (4) Amendment Contracts	\$ 3,313,965
Previously Approved Central Children's Contracts	\$ 8,018,361
Previously Approved Western Children's Contracts	\$ 2,564,246
Proposed Contract Increase for FY 2012/2013	<u>\$ 1,373,603</u>
Subtotal	\$ 15,270,175
Reserve	<u>\$ 468,795</u>
GRAND TOTAL AGGREGATE AMOUNT	\$ 15,738,970

**FY 2011/2012
SECOND EXTENSION TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
VICTOR COMMUNITY SUPPORT SERVICES**

That certain agreement between the County of Riverside (hereinafter the "COUNTY"), and Victor Community Support Services (hereinafter the "CONTRACTOR"), originally approved by the Riverside County Board of Supervisors on July 29, 2008, Agenda Item 3.96, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on August 18, 2009 for FY 2009/2010; renewed by the Purchasing Agent on July 27, 2010 for FY 2010/2011; amended for the first time by the Purchasing Agent on October 22, 2010 for FY 2010/2011; extended by the Purchasing Agent on August 30, 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:

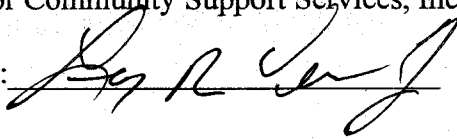
- Rescind Exhibit C in its entirety and replace it with the new, attached Exhibit C, in which the contract maximum will increase from \$3,072,698 to \$3,313,964 for FY 2011/2012.
- Rescind Schedule I in its entirety and replace it with the new, attached Schedule I in which an additional Reporting Unit along with the increased contract maximum.

All other terms and conditions of the Agreement remain the same.

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

CONTRACTOR:

Victor Community Support Services, Inc.

Signed: 

Printed name: LENNY VERSER

Date: 5/16/12

Title: CHIEF FINANCIAL OFFICER

Address: 2561 California Park Drive
Chico, CA 95928

COUNTY COUNSEL

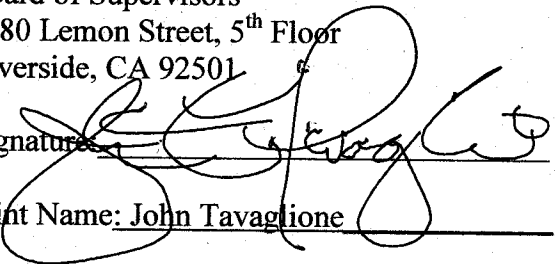
Pamela J. Walls
County Counsel

Approved as to Form

By 
Deputy County Counsel

COUNTY OF RIVERSIDE:

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

Signature: 

Print Name: John Tavaglione

Title: Chairman, Board of Supervisors

Date: 6-5-12

Attested By: 

Kecia Harper-Ihem
Clerk of the Board

Date: 6-5-12

VCSS-LAKE ELSINORE
WESTERN CHILDREN

2nd Extension for FY 2011/2012 (4100205169-83550)

3.43

JUN 05 2012

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VICTOR COMMUNITY SUPPORT SERVICES (VCSS),
LAKE ELSINORE SERVICES

A. REIMBURSEMENT:

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

B. MEDI-CAL RATES:

The CONTRACTOR acknowledges Medi-Cal rates are subject to annual adjustments mandated by the State.

C. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$3,313,964, subject to availability of Federal, State, and local funds.

1 D. BUDGET:

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

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

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

17 F. REVENUES:

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

1 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
2 certified), then insurance and then first party. In addition, CONTRACTOR is
3 responsible for adhering to and complying with all applicable Federal, State
4 and local Medi-Cal and Medi-Care laws and regulations as it relates to
5 providing services to Medi-Cal and Medi-Care beneficiaries.

6 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
7 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
8 the COUNTY within 30 days of receipt.

9 4. CONTRACTOR is obligated to collect from the client any Medicare co-
10 insurance and/or deductible if the site is Medicare certified. CONTRACTOR
11 is required to clear any Medi-Cal Share of Cost amount(s) with the State.
12 CONTRACTOR is obligated to attempt to collect the cleared Share of Cost
13 amount(s) from the client. CONTRACTOR must notify the COUNTY in
14 writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours
15 (excluding holidays) of the CONTRACTOR'S received notification from the
16 State. Patients/clients with Share of Cost Medi-Cal shall be charged their
17 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
18 clients will be responsible for any co-insurance and/or deductible for services
19 rendered at Medicare certified sites.

20 5. All other clients will be subject to an annual sliding fee schedule by
21 CONTRACTOR for services rendered, based on the patient's/client's ability to
22 pay, not to exceed the CONTRACTOR'S actual charges for the services
23 provided. In accordance with the State Department of Mental Health's
24 Uniform Method of Determining Ability to Pay Revenue Manual,
25 CONTRACTOR shall not be penalized for non-collection of revenues provided
26 that reasonable and diligent attempts are made by the CONTRACTOR to
27 collect these revenues. Past due patient/client accounts may not be referred to
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1 private collection agencies. No patient/client shall be denied services due to
2 inability to pay.

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

10 G. REALLOCATION OF FUNDS:

- 11 1. No funds allocated for any Mode of Service as designated in Schedule I may
12 be reallocated to another Mode of Service unless written approval is given by
13 the Program Manager prior to either the end of the Contract Period of
14 Performance or the end of the Fiscal year (June 30th). Approval shall not
15 exceed the maximum obligation.
- 16 2. In addition, CONTRACTOR may not, under any circumstances and without
17 prior approval and/or written consent from the Region/Program
18 Manager/Administrator and confirmation from the Supervisor of the COUNTY
19 Fiscal Unit, reallocate funds between non-billable and billable mode and
20 service functions and/or service procedure codes as designed in the Schedule I
21 that are defined as non-billable by the COUNTY, State or Federal governments
22 from or to funds, services, mode of services and/or procedure codes that are
23 defined as billable by the COUNTY, State or Federal governments.
- 24 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
25 Exhibit C to another is also prohibited without prior, written consent and
26 approval from the Region Program Manager/Administrator prior to the end of
27 either the Contract Period of Performance or Fiscal year.
- 28

1 H. RECOGNITION OF FINANCIAL SUPPORT:

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

5 I. PAYMENT:

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

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

22 5. The CONTRACTOR shall work with the COUNTY to generate a monthly
23 invoice for payment (through the ELMR system batching process) and the
24 COUNTY will work with the CONTRACTOR to access data in the ELMR
25 system for the CONTRACTOR to provide a quarterly report to their designated
26 COUNTY Region/Program describing outcomes, and progress updates and
27 services delivered based on the contract's Exhibit A, "Scope of Work".
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1 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be
2 paid by the COUNTY thirty (30) calendar days after the date PIF is received
3 and invoice is generated by the applicable COUNTY Region/Program.

4 J. COST REPORT:

- 5 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
6 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
7 Unit (RU) number, an annual Cost Report with an accompanying financial
8 statement and applicable supporting documentation to reconcile to the Cost
9 Report within forty-six (46) calendar days following the end of each fiscal year
10 (June 30th), the expiration or termination of the contract, which ever occurs
11 first. The Cost Report shall detail the actual cost of services provided. The
12 Cost Report shall be provided in the format and on forms provided by the
13 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
14 until the final current and prior year Cost Report(s) have been reconciled,
15 settled and signed by CONTRACTOR and received and approved by the
16 COUNTY.
- 17 2. CONTRACTOR shall follow all applicable Federal, State and local regulations
18 and guidelines to formulate proper cost reports, including but not limited to
19 OMB-circular A-122, OMB-circular A87, etc.
- 20 3. It is mandatory that the CONTRACTOR send one representative to the cost
21 report training annually that is held by COUNTY that covers the preparation of
22 the year-end Cost Report. The COUNTY will notify CONTRACTOR of the
23 date(s) and time(s) of the training. Attendance at the training is mandatory
24 annually in order to ensure that the Cost Reports are completed appropriately.
25 Failure to attend this training may result in delay of payment to the
26 CONTRACTOR.
- 27 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
28 has not been received within forty-five (45) calendar days after the end of the

1 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-five
2 (45) calendar day time frame, future monthly reimbursements will be withheld
3 until the COUNTY is in possession of a completed cost report. Future monthly
4 reimbursements will be withheld if the Cost Report contains errors that are not
5 corrected within ten (10) calendar days of written or verbal notification from
6 the COUNTY. Failure to meet any pre-approved deadlines extension will
7 immediately result in the withholding of future monthly reimbursements.

8 5. The Cost Report shall serve as the basis for year-end settlement to
9 CONTRACTOR including a reconciliation and adjustment of all payments
10 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
11 payments made in excess of Cost Report settlement shall be repaid upon
12 demand, or will be deducted from the next payment to CONTRACTOR.

13 6. All current and/or future contract service payments to CONTRACTOR will be
14 withheld by the COUNTY until all final, current and prior year Cost Report (s)
15 have been reconciled, settled and signed by CONTRACTOR, and received and
16 approved by the COUNTY.

17 K. BANKRUPTCY:

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

23 L. AUDITS:

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

1 M. DATA ENTRY:

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

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19 Rev. 05/17/10 stl; Rev. 06/08/11 stl; 03/26/12 em

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INVOICE MONTH: _____

PROVIDER AGENCY NAME: _____

SERVICE CONTRACT NAME AND REGION: _____

SERVICE LOCATION (ADDRESS): _____

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

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

Medi-Cal Eligible Certification of Claims and Program Integrity

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Bill Enumerator: _____

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

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Bill Enumerator: _____

RCDMH Admin. Use Only
BATCH #'s: _____

**SCHEDULE I
MENTAL HEALTH**

VCSS-LAKE ELSINORE/PERRIS

Revised: 03/26/12

CONTRACT PROVIDER NAME: VCSS, Inc.	FISCAL YEAR: 2011/12
NEGOTIATED RATE ()	ACTUAL COST (X) NEGOTIATED NET AMOUNT ()
FISCAL RU NUMBER: 33GL01 & 33JPNC	DEPT. ID/PROGRAM/ACCOUNT CODE: 4100205169/83550/530280

REGION: WESTERN CHILDREN'S
TYPE OF MODALITY:

	CM	MHS	Med	Crisis	TOTAL
RU #(s)	33GL01/33JPNC 530280	33GL01/33JPNC 530280	33GL01/33JPNC 530280	33GL01/33JPNC 530280	
NEW ELMR SERVICE CODES	520	360, 363, 90801AI, 90846F, 90846NF, 90849,90804IT,90806IT, 90808IT,90847F, 90847NF	90862MD,99201, 99202, 99203, 99204,99205	400	
OLD SPUDS MODE OF SERVICE:	15	15	15	15	
OLDS SPUDS SERVICE FUNCTION:	01-09	10-50	60	70	
NUMBER OF UNITS	115,726	1,144,947	59,387	9,104	
COST PER UNIT:	\$1.89	\$2.44	\$4.52	\$3.64	
GROSS COST:	\$218,722	\$2,793,672	\$268,430	\$33,140	\$3,313,964
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	218,722	2,793,672	268,430	33,140	3,313,964
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					
					%
A. MEDI-CAL/FFP/FEDERAL SHARE	109,361	1,396,836	134,215	16,570	1,656,982 50.00%
B. REALIGNMENT FUNDS	0	0	0	0	0 0.00%
C. STATE GENERAL FUNDS	98,425	1,257,152	120,794	14,913	1,491,284 45.00%
D. COUNTY FUNDS	0	0	0	0	0 0.00%
E. MEDI-CAL MATCHING FUNDS:	0	0	0	0	0 0.00%
1. _____	0	0	0	0	0 0.00%
2. _____	0	0	0	0	0 0.00%
F. OTHER: MHS	10,936	139,684	13,422	1,657	165,698 5.00%
TOTAL (SOURCES OF FUNDING)	\$218,722	\$2,793,672	\$268,430	\$33,140	3,313,964 100.00%

FUNDING SOURCES DOCUMENT: CLB 10/11 (1st Amendment-Revised 3/26/12)

STAFF ANALYST SIGNATURE: *[Signature]*
FISCAL SERVICES SIGNATURE: *[Signature]*

DATE: 3/26/12
DATE: 3/27/12