

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



266

**SUBMITTAL DATE:**  
June 7, 2012

FORM APPROVED COUNTY COUNSEL  
 DATE 6-6-12  
 PURCHASING: Mark Seller, Assistant Director  
 DEPARTMENTAL CONFERENCE: ELENA M. SOEVA  
 POLICY: Policy  
 DEPT RECOM: Per Exec. Ofc.

**FROM:** Department of Mental Health

**SUBJECT:** Approval of the FY 2011/2012 Amendments for Institutions for Mental Disease (IMD) Agreement. (All Districts)

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

1. Approve the Agreement Amendments with the Institutions for Mental Disease (IMD) providers as listed in Attachment "A" for FY 2011/2012;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the Agreement Amendments;
3. Approve the Riverside County Purchasing Agent's increase to the previously approved aggregate amount for IMD providers from \$12.5M to \$15M;
4. Authorize the Riverside County Purchasing Agent to establish new contracts with IMD Providers not to exceed \$100,000 while staying within the new Board of Supervisors approved aggregate amount of \$15M, without securing competitive bids in accordance with Riverside County Ordinance 459.4; and
5. Authorize the Purchasing Agent to sign ministerial amendments, and to increase and/ or decrease the agreements by a maximum of 10% of the contract maximum amount and annually renew these agreements through June 30, 2017.

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

JW:KAS:SL

Jerry Wengerd, Director  
 Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$15,000,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$1,680,273	Budget Adjustment:	NO
	Annual Net County Cost:	\$1,680,273	For Fiscal Year:	2011/12
<b>SOURCE OF FUNDS:</b> 80% State, 11% County, 9% 3 <sup>rd</sup> Party			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE  
 BY:   
 Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: June 19, 2012  
 xc: Mental Health, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

3.38

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

**BACKGROUND: (continued)**

In addition, the Board of Supervisors authorized the Riverside County Purchasing Agent to enter into amendments with the IMD providers for state rate adjustments, and to adjust the amount of the contracts according to the actual usage of each IMD while staying within the approved aggregate amount of \$12.5M through June 30, 2013. However, The RCDMH's analysis of the current year IMD expenditures showed that there is a need to increase the Board of Supervisors' previously approved aggregate amount to fund the increase in clients being recommended for temporary conservatorship and placed in the IMD level of care. Currently, there is a shortage of appropriate lower levels of care for IMD clients who are Severely and Persistently Mentally Ill (SPMI).

The Riverside County Department of Mental Health (RCDMH) currently contracts with seven (7) IMD providers as summarized in Attachment "A". IMD providers are state licensed Skilled Nursing Facilities with a Special Treatment Program for mentally ill adult clients ages 18 to 64. Consumers of these services are placed into IMD facilities based on the severity of their mental illness, treatment needs and the availability of beds. Treatment services include: pharmacology, psychiatry, self-help skills training, behavioral intervention training, interpersonal relationships, discharge planning, and pre-vocational preparation services. The IMDs provide a lower level of care from the Inpatient Treatment Facility (ITF) and therefore are a more cost effective treatment alternative.

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

**PERIOD OF PERFORMANCE:**

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

**FINANCIAL IMPACT:**

Each IMD provider's contract maximum obligation is based on a projected utilization multiplied by the State bed day rate. There are sufficient funds in the RCDMH's FY 2011/2012 and FY 2012/13 budget to provide for the requested aggregate increase. No additional county funds are required.

**PRICE REASONABLENESS:**

IMD rates are established and regulated by the State.

ATTACHMENT A

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

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

Outlined below is a summary of adjustments (increase/decrease) to the Board approved aggregate amount. The contract maximum amount for each IMD provider has been adjusted to align the contract based on actual utilization for FY 2011/2012.

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

**FY 2011/2012  
SECOND EXTENSION TO AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE  
AND  
LANDMARK MEDICAL CENTER, INC.**

That certain agreement between the County of Riverside (COUNTY) and Landmark Medical Center (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on February 22, 2010 for FY 2009/2010; renewed by the Purchasing Agent on June 28, 2010 for FY 2010/2011; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Purchasing Agent on August 10, 2011 for FY 2011/ 2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$431,196 to \$607,145 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

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

COUNTY ADDRESS:

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

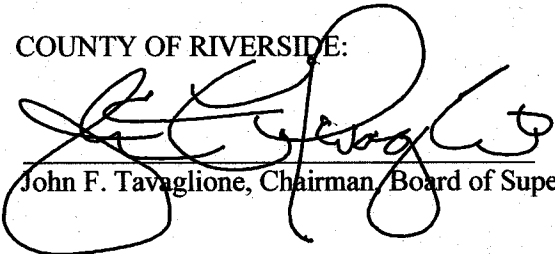
INFORMATION COPY:

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

CONTRACTOR: LANDMARK

COUNTY OF RIVERSIDE:

Signed: 

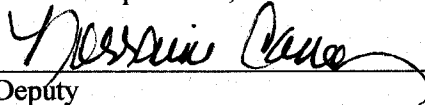
  
John F. Tavaglione, Chairman, Board of Supervisors

Print name: Rosemary C. Kilby

Date: 6/6/12

ATTEST:

Kecia Harper-Ihem, Clerk

  
Deputy

Title: Administrator

Address: 2030 North Garey Avenue  
Pomona, CA 91767

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By:   
Deputy County Counsel

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

338

JUN 19 2012

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: LANDMARK MEDICAL CENTER.

A. REIMBURSEMENT:

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

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$607,145, subject  
3 to availability of Federal, State, and local funds.  
4

5 C. BUDGET:

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

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

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

21 E. REVENUES:

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

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

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

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

12 **F. REALLOCATION OF FUNDS:**

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



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

3 G. RECOGNITION OF FINANCIAL SUPPORT:

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

7 H. PAYMENT:

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

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

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

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
25 invoice for payment (through the ELMR system batching process) and the  
26 COUNTY will work with the CONTRACTOR to access data in the ELMR  
27 system for the CONTRACTOR to provide a quarterly report to their designated  
28

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

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

6 I. COST REPORT:

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

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

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

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

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this  
18 agreement on the annual cost report. Where deemed applicable, Actual Costs  
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as  
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 **J. BANKRUPTCY:**

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

28

1 K. AUDITS:

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

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

3 L.    DATA ENTRY:

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

19

20 M.    CONTRACTOR RESPONSIBILITES:

- 21
- 22          1. CONTRACTOR shall provide and pay for all non-emergency, non-  
23          psychotropic medication for all clients (i.e., routine house supplied  
24          medication), as specified in Title 22 of the California Code of Regulations.
- 25
- 26          2. CONTRACTOR shall provide discharge clients with all medication and  
27          necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,  
28          prescribed for that client or with enough medication to last the client until

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his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

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

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
SECOND EXTENSION**

CONTRACT PROVIDER NAME: **LANDMARK MEDICAL SERVIC**

FISCAL YEAR: **2011/2012**

NEGOTIATED RATE ( X )

ACTUAL COST ( )

NEGOTIATED NET AMOUNT ( )

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

SYSTEM RU NUMBER: **00551**

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

FUNDING SOURCES DOCUMENT: CLIB FY N/12

STAFF ANALYST SIGNATURE:

*Kola Ogun*

DATE: 16-Apr-2012

FISCAL SERVICES SIGNATURE:

*[Signature]*

DATE:

*4/16/12*



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: \_\_\_\_\_

**FY 2011/2012  
SECOND EXTENSION TO AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE  
AND  
VISTA PACIFICA ENTERPRISES, INC.**

That certain agreement between the County of Riverside (COUNTY) and Vista Pacifica Enterprises, Inc. (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 10, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$2,515,500 to \$3,149,469 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

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

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 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 PACIFICA

Signed: 

Print name: Cheryl Jumanville

Date: 6-7-12

Title: Exec. Vice President

Address: 3674 Pacific Avenue  
Riverside, CA 92509

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 

Deputy County Counsel

COUNTY OF RIVERSIDE:

  
John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

  
Deputy

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

338 JUN 19 2012

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VISTA PACIFICA ENTERPRISES, INC.

A. REIMBURSEMENT:

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

1 B. MAXIMUM OBLIGATION:

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

4 C. BUDGET:

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

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

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

20 E. REVENUES:

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

28

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

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

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

12 F. REALLOCATION OF FUNDS:

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

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

3 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

7 **H. PAYMENT:**

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

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

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

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
25 invoice for payment (through the ELMR system batching process) and the  
26 COUNTY will work with the CONTRACTOR to access data in the ELMR  
27 system for the CONTRACTOR to provide a quarterly report to their designated  
28



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

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

6 I. COST REPORT:

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

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

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

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

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this  
18 agreement on the annual cost report. Where deemed applicable, Actual Costs  
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as  
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 **J. BANKRUPTCY:**

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

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

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

3 L.    DATA ENTRY:

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

18  
19  
20 M.    CONTRACTOR RESPONSIBILITIES:

- 21  
22          1. CONTRACTOR shall provide and pay for all non-emergency, non-  
23          psychotropic medication for all clients (i.e., routine house supplied  
24          medication), as specified in Title 22 of the California Code of Regulations.
- 25          2. CONTRACTOR shall provide discharge clients with all medication and  
26          necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,  
27          prescribed for that client or with enough medication to last the client until  
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his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

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

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
SECOND EXTENSION**

CONTRACT PROVIDER NAME: **VISTA PACIFICA**

FISCAL YEAR: **2011/2012**

NEGOTIATED RATE ( **X** )

ACTUAL COST ( )

NEGOTIATED NET AMOUNT ( )

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

SYSTEM RU NUMBER: **00691**

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

FUNDING SOURCES DOCUMENT CLIB FY 11/12

STAFF ANALYST SIGNATURE: *Kola Jones*

DATE:

19-Apr-12

FISCAL SERVICES SIGNATURE: *[Signature]*

DATE:

INVOICE MONTH: \_\_\_\_\_

PROVIDER AGENCY NAME: \_\_\_\_\_

SERVICE CONTRACT NAME AND REGION: \_\_\_\_\_

SERVICE LOCATION (ADDRESS): \_\_\_\_\_

SERVICE RU's (FOR THIS LOCATION ONLY): \_\_\_\_\_

### CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

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

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

\_\_\_\_\_  
Signature of Authorized Provider

\_\_\_\_\_  
Printed Name of Authorized Provider

Date: \_\_\_\_\_

Bill Enumerator: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Authorized Provider

\_\_\_\_\_  
Printed Name of Authorized Provider

Date: \_\_\_\_\_

Bill Enumerator: \_\_\_\_\_

**RCDMH Admin. Use Only**  
BATCH #'s: \_\_\_\_\_

**FY 2011/2012  
SECOND EXTENSION TO AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE  
AND  
SIERRA VISTA**

That certain agreement between the County of Riverside (COUNTY) and Sierra Vista (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on July 13, 2010 for FY 2010/2011; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 16, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$1,796,786 to \$1,926,543 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

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

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 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: SIERRA VISTA

Signed: *Julie Campbell*

Print name: JULIE CAMPBELL

Date: 6/16/2012

Title: Regional Vice President

Address: 3455 E. Highland Avenue  
Highland, CA 92346

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: *Pamela J. Walls*

Deputy County Counsel

COUNTY OF RIVERSIDE:

*John F. Tavaiglione*  
John F. Tavaiglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

*Kecia Harper-Ihem*  
Deputy

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

338

JUN 19 2012



EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SIERRA VISTA.

A. REIMBURSEMENT:

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

1 B. MAXIMUM OBLIGATION:

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

4 C. BUDGET:

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

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

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

20 E. REVENUES:

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

28

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

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

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

12 F. REALLOCATION OF FUNDS:

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

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

3 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

7 **H. PAYMENT:**

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

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

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

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
25 invoice for payment (through the ELMR system batching process) and the  
26 COUNTY will work with the CONTRACTOR to access data in the ELMR  
27 system for the CONTRACTOR to provide a quarterly report to their designated  
28

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

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

6 I. COST REPORT:

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

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

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

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

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this  
18 agreement on the annual cost report. Where deemed applicable, Actual Costs  
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as  
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 J. BANKRUPTCY:

22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify  
23 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a  
24 courtesy carbon copy to the Department of Mental Health's Program Support Unit, in  
25 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report in  
26 accordance with requirements and deadlines set forth in Section J before final payment  
27 is made.  
28



1 K. AUDITS:

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

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

3 L. DATA ENTRY:

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

19

20 M. CONTRACTOR RESPONSIBILITIES:

- 21
- 22 1. CONTRACTOR shall provide and pay for all non-emergency, non-  
23 psychotropic medication for all clients (i.e., routine house supplied  
24 medication), as specified in Title 22 of the California Code of Regulations.
- 25
- 26 2. CONTRACTOR shall provide discharge clients with all medication and  
27 necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,  
28 prescribed for that client or with enough medication to last the client until

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his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

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

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
SECOND EXTENSION**

CONTRACT PROVIDER NAME: <b>SIERRA VISTA</b>		FISCAL YEAR: <b>2011/2012</b>
NEGOTIATED RATE ( X )	ACTUAL COST ( )	NEGOTIATED NET AMOUNT ( )
DEPT ID/PROGRAM: <b>4100206023/83550/530100</b>		SYSTEM RU NUMBER: <b>00661</b>

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

FUNDING SOURCES DOCUMENT: CLIB FY 11/12

STAFF ANALYST SIGNATURE: *Kola Sobeso* DATE: 16-Apr-12

FISCAL SERVICES SIGNATURE: *[Signature]* DATE: 4/10/12

INVOICE MONTH: \_\_\_\_\_

PROVIDER AGENCY NAME: \_\_\_\_\_

SERVICE CONTRACT NAME AND REGION: \_\_\_\_\_

SERVICE LOCATION (ADDRESS): \_\_\_\_\_

SERVICE RU's (FOR THIS LOCATION ONLY): \_\_\_\_\_

### CERTIFICATION OF CLAIMS 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: \_\_\_\_\_

FY 2011/2012  
SECOND EXTENSION TO AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE  
AND  
SHANDIN HILLS REHABILITATION CENTER

That certain agreement between the County of Riverside (COUNTY) and Shandin Hills Rehabilitation Center (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35, for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 16, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$1,197,857 to \$1,878,222 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

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

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 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: SHANDIN HILLS

Signed: *Julie Campbell*  
Print name: JULIE CAMPBELL

Date: 6/6/2012

Title: Regional Vice President  
Address: 4164 North 4<sup>th</sup> Avenue  
San Bernardino, CA 92407

COUNTY COUNSEL  
PAMELA J. WALLS  
Approved as to Form

By: *P. Walls*  
Deputy County Counsel

COUNTY OF RIVERSIDE:

*John F. Tavaglione*  
John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:  
Kecia Harper-Ihem, Clerk  
*Kecia Harper-Ihem*  
Deputy

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

3.38

JUN 19 2012

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SHANDIN HILLS.

A. REIMBURSEMENT:

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

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B. MAXIMUM OBLIGATION:

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

C. BUDGET:

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

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

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

E. REVENUES:

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



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

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

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

12 F. REALLOCATION OF FUNDS:

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

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

3 G. RECOGNITION OF FINANCIAL SUPPORT:

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

7 H. PAYMENT:

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

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

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

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
25 invoice for payment (through the ELMR system batching process) and the  
26 COUNTY will work with the CONTRACTOR to access data in the ELMR  
27 system for the CONTRACTOR to provide a quarterly report to their designated  
28

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

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

6 I. COST REPORT:

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

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

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

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

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this  
18 agreement on the annual cost report. Where deemed applicable, Actual Costs  
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as  
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 **J. BANKRUPTCY:**

22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify  
23 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a  
24 courtesy carbon copy to the Department of Mental Health's Program Support Unit, in  
25 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report in  
26 accordance with requirements and deadlines set forth in Section J before final payment  
27 is made.  
28

1 K. AUDITS:

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

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

3 L.    DATA ENTRY:

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

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20 M.    CONTRACTOR RESPONSIBILITIES:

- 21  
22          1. CONTRACTOR shall provide and pay for all non-emergency, non-  
23          psychotropic medication for all clients (i.e., routine house supplied  
24          medication), as specified in Title 22 of the California Code of Regulations.
- 25          2. CONTRACTOR shall provide discharge clients with all medication and  
26          necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,  
27          prescribed for that client or with enough medication to last the client until  
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his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

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

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
SECOND EXTENSION**

CONTRACT PROVIDER NAME: **SHANDIN HILLS**

FISCAL YEAR: **2011/2012**

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

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

FUNDING SOURCES DOCUMENT: CLIB FY 11/12

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

Kola Jones

DATE: 16-Apr-12

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

A. Adams

DATE: 4/16/12

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: \_\_\_\_\_

**FY 2011/2012  
SECOND EXTENSION TO AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE  
AND  
COUNTRY VILLA RIVERSIDE HEALTHCARE**

That certain agreement between the County of Riverside (COUNTY) and Country Villa Riverside Healthcare Center (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on June 26, 2007, Agenda Item 3.46, for FY 2007/2008; renewed by the Board of Supervisors on May 20, 2008, Agenda Item 3.35 for FY 2008/2009; renewed by the Riverside County Purchasing Agent on July 24, 2009 for FY 2009/2010; renewed by the Riverside County Purchasing Agent on June 28, 2010 for FY 2010/2011; amended by the Riverside County Board of Supervisors on May 17, 2011, Agenda Item 3.17, for FY 2010/2011; extended for the first time by the Riverside County Purchasing Agent on August 9, 2011 for FY 2011/2012; and is hereby extended for the second time for FY 2011/2012, effective July 1, 2011 through June 30, 2012 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C with an increased contract maximum obligation from \$4,491,964 to \$5,174,190 for FY 2011/2012.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2011/2012.

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

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

COUNTY ADDRESS:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 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: COUNTRY VILLA

Signed: 

Print name: MARK BRECKEL

Date: 6/6/12

Title: GC FR MANAGER

Address: 4580 Palm Avenue  
Riverside, CA 92501

COUNTY COUNSEL

PAMELA J. WALLS  
Approved as to Form

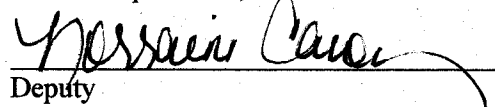
By:   
Deputy County Counsel

COUNTY OF RIVERSIDE:

  
John F. Tavaglione, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

  
Deputy

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

3.38 JUN 19 2012

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: COUNTRY VILLA RIVERSIDE HEALTHCARE CENTER.

A. REIMBURSEMENT:

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1 B. MAXIMUM OBLIGATION:

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3 to availability of Federal, State, and local funds.

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8 (RU), the mode(s) of service, the service functions, units, revenues received, maximum  
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13 reimbursement is based on actual allowable cost, approved Medi-Cal rate, State  
14 approved negotiated SD/MC rate or customary charges, whichever is lower as  
15 specified in Title 19 of the Social Security Act, Title 22 of the California Code  
16 of Regulations and policy letters issued by the State Department of Mental  
17 Health.
- 18 2. SD/MC reimbursement is composed of Local Matching Funds and Federal  
19 Financial Participation (FFP).

20 E. REVENUES:

- 21 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &  
22 Institutions Code, and as further contained in the State Department of Mental  
23 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for  
24 the provision of the services described pursuant to Exhibit A. Such revenues  
25 may include but are not limited to, fees for services, private contributions,  
26 grants or other funds. All revenues received by CONTRACTOR shall be  
27 reported in their annual Cost Report, and shall be used to offset gross cost.  
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2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

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

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

12 F. REALLOCATION OF FUNDS:

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



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

3 G. RECOGNITION OF FINANCIAL SUPPORT:

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

7 H. PAYMENT:

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

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

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

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
25 invoice for payment (through the ELMR system batching process) and the  
26 COUNTY will work with the CONTRACTOR to access data in the ELMR  
27 system for the CONTRACTOR to provide a quarterly report to their designated  
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1 COUNTY Region/Program describing outcomes, and progress updates and  
2 services delivered based upon the contracts Exhibit A "Scope of Work".

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

6 I. COST REPORT:

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

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

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

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

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this  
18 agreement on the annual cost report. Where deemed applicable, Actual Costs  
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as  
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 J. BANKRUPTCY:

22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify  
23 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a  
24 courtesy carbon copy to the Department of Mental Health's Program Support Unit, in  
25 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report in  
26 accordance with requirements and deadlines set forth in Section J before final payment  
27 is made.  
28

1 K. AUDITS:

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

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

3 L.    DATA ENTRY:

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

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20 M.    CONTRACTOR RESPONSIBILITES:

- 21  
22          1. CONTRACTOR shall provide and pay for all non-emergency, non-  
23          psychotropic medication for all clients (i.e., routine house supplied  
24          medication), as specified in Title 22 of the California Code of Regulations.
- 25          2. CONTRACTOR shall provide discharge clients with all medication and  
26          necessary equipment (e.g., insulin syringes) which the FACILITY has on hand,  
27          prescribed for that client or with enough medication to last the client until  
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his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

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

**COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH  
SCHEDULE I  
SECOND EXTENSION**

CONTRACT PROVIDER NAME: **COUNTRY VILLA**

FISCAL YEAR: **2011/2012**

NEGOTIATED RATE ( X )

ACTUAL COST ( )

NEGOTIATED NET AMOUNT ( )

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

SYSTEM RU NUMBER: **00761**

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

FUNDING SOURCES DOCUMENT: CLIB FY11/12

STAFF ANALYST SIGNATURE:

*Kola Solares*

DATE: 16-Apr-12

FISCAL SERVICES SIGNATURE:

*Kola Solares*

DATE: 4/16/12



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: \_\_\_\_\_