

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

135



SUBMITTAL DATE:
April 10, 2013

FROM: Department of Mental Health

SUBJECT: Approve the First Amendment to the Institutions for Mental Disease (IMD) Agreement with Landmark Medical Services, Inc. for FY 2012/2013.

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

1. Approve the First Amendment with Landmark Medical Services, Inc. to increase the contract maximum obligation by \$150,000 from \$633,752 to \$783,752 for FY 2012/2013;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the agreement amendment;
3. Authorize the Riverside County Purchasing Agent to establish new contracts with IMD Providers not to exceed \$100,000 while staying within the previously Board of Supervisors approved aggregate amount of \$15M, without securing competitive bids in accordance with Riverside County Ordinance 459.4; and
4. Authorize the Purchasing Agent to administer the terms and conditions of the Landmark Medical Services, Inc. and other IMD agreements listed in Attachment "A", to sign ministerial amendments, to increase and/or decrease the IMD agreements in Attachment "A", and shift funds between the IMD agreements listed in Attachment "A" based on service utilization while staying within the previously Board approved aggregate amount of \$15M, and annually renew these agreements through June 30, 2018.

BACKGROUND: On June 19, 2012, Agenda Item 3.38, 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

[Signature]
Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	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:	2012/13
SOURCE OF FUNDS: 80% State, 11% County, 9% 3 rd Party			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 23, 2013
 xc: Mental Health, Purchasing

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

3-40

FORM APPROVED COUNTY COUNSEL PURCHASING: *[Signature]* Mark Selig, Assistant Director
 BY: *[Signature]* EILENA M. BOEVA 4-4-13 DATE

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Consent Policy
 Per Exec Ofc.

SUBJECT: Approve the First Amendment to the Institutions for Mental Disease (IMD) Agreement with Landmark Medical Services, Inc. for FY 2012/2013.

BACKGROUND: (continued)

In addition, the Board of Supervisors authorized the Riverside County Purchasing Agent to enter into amendments with the IMD providers listed in Attachment "A" that reflect applicable State rate adjustments, and to increase and/or decrease the contract amounts by ten percent while staying within the Board of Supervisors approved aggregate amount of \$15M. However, the Riverside County Department of Mental Health's (RCDMH) analysis of the current year IMD expenditures shows that there is a need to increase the previously Board approved agreement with Landmark Medical Services, Inc. (Landmark) beyond the ten percent in order to make financial provisions for the substantial growth this service provider has experienced. The growth was due to recent increased demand for service sites that can accommodate the seriously mentally ill population.

Landmark is a state licensed Skilled Nursing Facility with a Special Treatment Program for mentally ill adult clients ages 18 to 64. Consumers of Landmark services are placed into this facility, like the IMDs listed in Attachment "A", based on the severity of their mental illness, treatment needs and the availability of beds. Treatment services at Landmark, and the other IMDs listed in Attachment "A", include: pharmacology, psychiatry, self-help skills training, behavioral intervention training, interpersonal relationships, discharge planning, and pre-vocational preparation services. Landmark and the other 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 First agreement amendment with Landmark, and authorize the Purchasing Agent to sign ministerial amendments and shift funds between the agreements listed in Attachment "A" while staying within the Board approved aggregate amount of \$15M; and to renew the IMD agreements in Attachment "A" through June 30, 2018.

PERIOD OF PERFORMANCE:

Landmark and the other IMD provider agreements listed in Attachment "A" have an effective date from July 1, 2012 through June 30, 2013, and may be renewed annually through June 30, 2018. Each provider agreement contains termination provisions in case of the unavailability of any applicable Federal, State, and/or County funds.

FINANCIAL IMPACT:

Landmark's contract is being increased from \$633,752 to \$783,752 for FY 2012/2013. Each IMD provider's agreement amount is based on a projected utilization multiplied by the State bed day rate. There are sufficient funds in the RCDMH's FY 2012/2013 budget to fund the agreement increase with Landmark and the other IMDs listed in Attachment "A". No additional County funds are required.

PRICE REASONABLENESS:

IMD rates are set forth and regulated by the State.

ATTACHMENT A

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH CONTRACT JUSTIFICATIONS FY 2012/2013

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 2012/2013.

Contractor	FY 2012/2013 Current Contract Amount	FY 2012/2013 Proposed Increase/ Decrease	FY 2012/2013 Final Contract Amount	FY 2013/2014 Projected Contract Renewal Amount
Country Villa	\$5,462,431	\$	\$5,462,431	\$5,462,431
Shandin Hills	\$2,108,011	\$	\$2,108,011	\$2,108,011
Sierra Vista	\$2,239,088	\$	\$2,239,088	\$2,239,088
Vista Pacifica	\$3,391,096	+\$150,000	\$3,541,096	\$3,541,096
Landmark	\$633,752	+\$150,000	\$783,752	\$783,752
Laurel Park	\$298,453	\$	\$298,453	\$298,453
KF Community Care	\$100,000	\$	\$100,000	\$298,453
TOTAL	\$14,232,831	+\$300,000	\$14,532,831	\$14,731,284
CONTINGENCY	\$767,169		\$467,169	\$268,716
GRAND TOTAL	\$15,000,000		\$15,000,000	\$15,000,000

**FY 2012/2013
FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE
AND
LANDMARK MEDICAL CENTER, INC.**

That certain agreement between the County of Riverside (COUNTY) and Landmark Medical Center (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on February 22, 2010 for FY 2009/2010; renewed by the Purchasing Agent on June 28, 2010 for FY 2010/2011; extended by the Purchasing Agent on August 10, 2011 for FY 2011/ 2012; renewed again by the Purchasing Agent on July 30, 2012 for FY 2012/2013; and is hereby amended for the first time for FY 2012/2013, effective July 1, 2012 through June 30, 2013 as follows:

- Rescind the previous Exhibit C in its entirety, and replace it with the new, attached Exhibit C which will increase the contract maximum obligation from \$633,752 to \$783,752 for FY 2012/2013.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I with the increased contract maximum for FY 2012/2013.

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

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

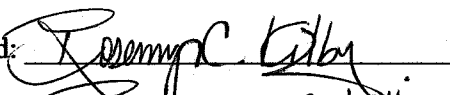
COUNTY ADDRESS:

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

INFORMATION COPY:

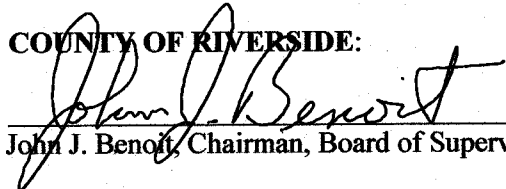
County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR: LANDMARK

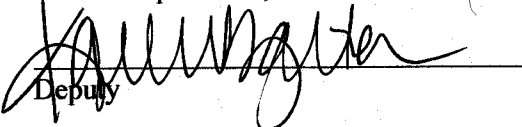
Signed: 
Print name: Rosemary C. Kilby
Date: 4/8/13

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

COUNTY OF RIVERSIDE:


John J. Benoit, Chairman, Board of Supervisors

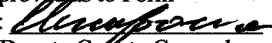
ATTEST:
Kecia Harper-Ihem, Clerk


Deputy

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: 
Deputy County Counsel

CRISIS HOSPITAL REGION
LANDMARK MEDICAL CENTER, INC.-IMD
4100206232-83550-530100
FIRST AMENDMENT - FY 2012/13

APR 23 2013 3-40

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: LANDMARK MEDICAL CENTER
PROGRAM NAME: CRISIS HOSPITAL
DEPARTMENT ID: 4100206232-83550-530100

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below:

X The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

N/A One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein with by this reference.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply):

N/A The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost, multiplied by the actual number of units, less revenue collected.

X The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units provided, less revenue collected.

N/A The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated

1 Amount, as approved by COUNTY, and not to exceed
2 percentage(s) or amount(s) as specified in the original contract
3 proposal received and approved by the COUNTY.

4 X The final year-end settlement for ancillary or flexible spending
5 categories shall be based on actual allowable cost, less revenue
6 collected.

- 7 4. The combined final year-end settlement for all services shall not exceed
8 the maximum obligation of the COUNTY as specified herein, and the
9 applicable maximum reimbursement rates promulgated each year by the
10 COUNTY.

11 B. MAXIMUM OBLIGATION:

12 COUNTY'S maximum obligation for FY 2012/2013 shall be \$783,752 subject to
13 availability of Federal, State, local and/or COUNTY funds.

14 C. BUDGET:

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

20 D. REVENUES:

21 If, when and/or where applicable:

- 22 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
23 Welfare & Institutions Code, and as further contained in the State
24 Department of Health Care Services Revenue Manual, Section 1,
25 CONTRACTOR shall collect revenues for the provision of the services
26 described pursuant to Exhibit A. Such revenues may include but are not
27 limited to, fees for services, private contributions, grants or other funds.
28 All revenues received by CONTRACTOR shall be reported in their
29 annual Cost Report, and shall be used to offset gross cost.
- 30 2. CONTRACTOR shall be responsible for checking and confirming Medi-
31 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)

1 receiving services(s) and prior to services being billed in order to ensure
2 proper billing or Medi-Cal eligible services for all applicable
3 patient(s)/clients(s).

- 4 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
5 Insurance, Medicare, or other third party benefits shall be determined by
6 the CONTRACTOR at all times for billing or service purposes.
7 CONTRACTOR shall pursue payment from all potential sources in
8 sequential order, with Short/Doyle Medi-Cal as payor of last resort.
- 9 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
10 Medicare certified), then insurance and then first party. In addition,
11 CONTRACTOR is responsible for adhering to and complying with all
12 applicable Federal, State and local Medi-Cal and Medi-Care laws and
13 regulations as it relates to providing services to Medi-Cal and Medi-Care
14 beneficiaries.
- 15 5. If a client has both Medicare or insurance and Medi-Cal coverage, a
16 copy of the Medicare or insurance Explanation of Benefits (EOB) must
17 be provided to the COUNTY within thirty (30) days of receipt.
- 18 6. CONTRACTOR is obligated to collect from the client any Medicare co-
19 insurance and/or deductible if the site is Medicare certified.
20 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
21 (s) with the State. CONTRACTOR is obligated to attempt to collect the
22 cleared Share of Cost amount (s) from the client. CONTRACTOR must
23 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
24 within seventy two (72) hours (excluding holidays) of the
25 CONTRACTOR'S received notification from the State. Patients/clients
26 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
27 share of cost in lieu of their annual liability. Medicare clients will be
28 responsible for any co-insurance and/or deductible for services rendered
29 at Medicare certified sites.
- 30 7. All other clients will be subject to an annual sliding fee schedule by
31 CONTRACTOR for services rendered, based on the patient's/client's

1 ability to pay, not to exceed the CONTRACTOR'S actual charges for the
2 services provided. In accordance with the State Department of Health
3 Care Services Revenue Manual, CONTRACTOR shall not be penalized
4 for non-collection of revenues provided that reasonable and diligent
5 attempts are made by the CONTRACTOR to collect these revenues.
6 Past due patient/client accounts may not be referred to private collection
7 agencies. No patient/client shall be denied services due to inability to
8 pay.

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

18 E. REALLOCATION OF FUNDS:

- 19 1. No funds allocated for any mode and service function as designated in
20 Schedule I may be reallocated to another mode and service function
21 unless written approval is given by the Program Manager prior to either
22 the end of the Contract Period of Performance or the end of the Fiscal
23 year (June 30th). Approval shall not exceed the maximum obligation.
- 24 2. In addition, CONTRACTOR may not, under any circumstances and
25 without prior approval and/or written consent from the Region/Program
26 Manager/Administrator and confirmation by the Supervisor of the
27 COUNTY Fiscal Unit, reallocate funds between mode and service
28 functions as designated in the Schedule I that are defined as non-
29 billable by the COUNTY, State or Federal governments from or to mode
30 and service functions that are defined as billable by the COUNTY, State
31 or Federal governments.

- 1 3. If this Agreement includes more than one Exhibit C, shifting of funds
2 from one Exhibit C to another is also prohibited without prior, explicit,
3 written consent and approval from the Region Program
4 Manager/Administrator prior to the end of either the Contract Period of
5 Performance or Fiscal year.

6 **F. RECOGNITION OF FINANCIAL SUPPORT:**

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

10 **G. PAYMENT:**

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

1 association with this agreement. COUNTY shall notify CONTRACTOR
2 of any such instances of services deletes and denials and subsequent
3 withholds and/or reductions to CONTRACTOR invoices or monthly
4 reimbursements.

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

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

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

8 **H. COST REPORT:**

- 9 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
10 CONTRACTOR shall provide to COUNTY two (2) copies, per each
11 Reporting Unit (RU) number, an annual Cost Report with an
12 accompanying financial statement and applicable supporting
13 documentation to reconcile to the Cost Report within one of the length of
14 times as follows and as indicated below by an "X":

15 N/A Thirty (30) calendar days following the end of each fiscal year
16 (June 30th), the expiration or termination of the contract,
17 whichever occurs first.

18 X Forty-five (45) calendar days following the end of each fiscal year
19 (June 30th), the expiration or termination of the contract,
20 whichever occurs first.

21 N/A Seventy-Five (75) calendar days following the end of each fiscal
22 year (June 30th), the expiration or termination of the contract,
23 whichever occurs first.

- 24 2. The Cost Report shall detail the actual cost of services provided. The
25 Cost Report shall be provided in the format and on forms provided by the
26 COUNTY.
- 27 3. CONTRACTOR shall follow all applicable Federal, State and local
28 regulations and guidelines to formulate proper cost reports, including but
29 not limited to OMB-circular A-122, OMB-circular A87, etc. .
- 30 4. It is mandatory that the CONTRACTOR send one representative to the
31 cost report training annually that is held by COUNTY that covers the

1 preparation of the year-end Cost Report. The COUNTY will notify
2 CONTRACTOR of the date(s) and time(s) of the training. Attendance at
3 the training is mandatory annually in order to ensure that the Cost
4 Reports are completed appropriately. Failure to attend this training may
5 result in delay of payment to the CONTRACTOR.

6 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
7 Report has not been received within the specified length of time as
8 indicated in Section H, paragraph 1 above. Future monthly
9 reimbursements will be withheld if the Cost Report contains errors that
10 are not corrected within ten (10) calendar days of written or verbal
11 notification from the COUNTY. Failure to meet any pre-approved
12 deadlines and/or extension will immediately result in the withholding of
13 future monthly reimbursements.

14 6. The Cost Report shall serve as the basis for year-end settlement to
15 CONTRACTOR including a reconciliation and adjustment of all
16 payments made to CONTRACTOR and all revenue received by
17 CONTRACTOR. Any payments made in excess of Cost Report
18 settlement shall be repaid upon demand, or will be deducted from the
19 next payment to CONTRACTOR.

20 7. All current and/or future payments to CONTRACTOR will be withheld by
21 the COUNTY until all final, current and prior year Cost Report (s) have
22 been reconciled, settled and signed by CONTRACTOR, and received
23 and approved by the COUNTY.

24 8. CONTRACTOR shall report Actual Costs separately, if deemed
25 applicable and as per CONTRACTOR Schedule I, to provide Contract
26 Client Services, Prescriptions, Health Maintenance Costs, and Flexible
27 funding costs under this agreement on the annual cost report. Where
28 deemed applicable, Actual Costs for Indirect Administrative Expenses
29 shall not exceed the percentage of cost as submitted in the CONTRACT
30 Request for Proposal or Cost Proposal(s).

1 I. BANKRUPTCY:

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

8 J. AUDITS:

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

1 CONTRACTOR within thirty (30) calendar days of receipt of the report.
2 CONTRACTOR'S failure to respond within thirty (30) calendar days will
3 result in withholding of payment until the corrective plan of action is
4 received. CONTRACTOR'S response shall identify time frames for
5 implementing the corrective action. Failure to provide adequate
6 response or documentation for this or previous year's Agreements may
7 result in contract payment withholding and/or a disallowance to be paid
8 in full upon demand.

9 **K. DATA ENTRY:**

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

25
26 /Rev. 05/30/2012 STL/ALM/RBE/LS FY 12/13
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**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
SCHEDULE I
AMENDMENT #1**

REVISION DATE 2/25/2013

CONTRACT PROVIDER NAME: **LANDMARK MEDICAL SERVICES, II**

FISCAL YEAR: **2012/2013**

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:	5,010	0	30				
COST PER UNIT:	\$154.34	\$0.00	\$147.88				
GROSS COST:	\$773,299	\$0	\$4,453	\$6,000	\$783,752		
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	\$773,299	\$0	\$4,453	\$6,000	\$783,752		
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:							%
A. Medi- Cal FFP							
B. FEDERAL FUNDS							
C. REALIGNMENT FUNDS	\$547,882	\$0	\$3,155	\$4,251	\$555,288	70.85%	
D. STATE GENERAL FUNDS	\$225,417	\$0	\$1,298	\$1,749	\$228,464	29.15%	
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	0.00%	
F. OTHER:							
TOTAL (SOURCES OF FUNDING)	\$773,299	\$0	\$4,453	\$6,000	\$783,752	100.0%	

FUNDING SOURCES DOCUMENT:

CLIB FY 12/13

STAFF ANALYST SIGNATURE:

Kola Soler

DATE: 26-Feb-2013

FISCAL SERVICES SIGNATURE:

Wheat

DATE:

2/27/13