

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



804

**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
June 3, 2013

**SUBJECT:** Approve the Agreement Amendments to the Managed Care providers listed in Attachment "A" for FY 2012/2013.

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

1. Approve the agreement amendments with the three (3) Managed Care providers listed in Attachment "A", to increase the contract maximum obligation over \$100,000 each for FY 2012/2013;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the agreement amendments; and
3. Authorize the Purchasing Agent to administer the terms and conditions of the agreement amendments listed in Attachment "A" and "A-1"; to sign ministerial amendments for these agreements; to increase and/or decrease the agreements based on service utilization while staying within the previously Board of Supervisors approved aggregate amount of \$7.25M for Managed Care Individual and Agency providers, and annually renew the Managed Care Individual and Agency agreements under the \$7.25M aggregate through June 30, 2018.

**BACKGROUND:** On February 13, 2013, Agenda Item 3.44, an increase to the Managed Care aggregate for Individual and Agency providers was approved by the Riverside County Board of Supervisors for FY 2012/2013 in order to make financial provisions to accommodate the increase in services rendered to Medi-Cal beneficiaries as a result of the implementation of the low income health care program, known as the Riverside County Health Care Program (RCHC). **(Continued on Page 2)**

*[Signature]*  
Jeffry Wengerd, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$7,250,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	NO
	Annual Net County Cost:	\$0	For Fiscal Year:	12/13
<b>SOURCE OF FUNDS:</b> 25.10% Medi-Cal and 74.90% State			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

BY: *[Signature]*  
Elizabeth J. Olson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries 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: June 18, 2013  
 xc: Mental Health, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy  
**3-45**

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE: 5-22-13  
 ELEN M. BOEVA  
 Purchasing: *[Signature]* Mark Seiler, Assistant Director  
 Departmental Concurrence

Policy  
 Policy  
 Consent  
 Consent  
 Dep't Recom  
 Per Exec Ofc.

**SUBJECT:** Approve the Agreement Amendments to the Managed Care providers listed in Attachment "A" for FY 2012/2013.

**BACKGROUND: (continued)**

In addition, the Riverside County Board of Supervisors authorized the Riverside County Purchasing Agent to sign amendments with the Managed Care providers while staying within the previously Board of Supervisors approved aggregate amount of \$7.25M. Recently, the Riverside County Department of Mental Health (RCDMH) performed an additional evaluation of its existing individual and agency Managed Care providers, and found that the utilization of Managed Care provider services listed in Attachment A had grown significantly due to the increased demand for Medi-Cal services provided to the community. The latest contract evaluation shows that there is a need to increase the contract amounts above the \$100,000 threshold for the providers listed in Attachment A in order to make financial provisions for FY 12/13 for the substantial growth these service providers have recently experienced.

Therefore, the Department of Mental Health requests that the Board of Supervisors approve the agreement amendments with the three (3) Managed Care providers listed in Attachment A in order to increase their contract amounts above the \$100,000 Purchasing Agent authority for FY 12/13, and in order for the financial provisions to be put in place for all services rendered by these service providers in FY 12/13.

**PERIOD OF PERFORMANCE:**

The provider agreement amendments 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:**

The Managed Care agreements listed in Attachment A are funded by Medi-Cal and other applicable State funds. Each provider agreement amount is based on a projected utilization multiplied by the County rate. There are sufficient funds in the Department of Mental Health's FY 12/13 budget to fund the agreement increases with the Managed Care providers listed in Attachment A. No County funds are required.

**PRICE REASONABLENESS:**

The current Managed Care County service rates for individual and agency providers are negotiated based on industry standards. The service rates are as follows:

Psychiatrist (M.D.)	\$1.25 per minute
Clinical Psychologist (Ph.D. or Psy.D.)	\$1.10 per minute
Marriage and Family Therapist	\$1.00 per minute
Licensed Clinical Social Worker	\$1.00 per minute
Medication Support Services	\$2.50 per minute

**ATTACHMENT "A"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MANAGED CARE INDIVIDUAL & AGENCY CONTRACTS OVER \$100,000**

<b>Managed Care – INDIVIDUAL AND AGENCY CONTRACTS TO INCREASE THE CONTRACT MAXIMUM OBLIGATION OVER \$100,000</b>	<b>CURRENT AMOUNT</b>	<b>AMENDED AMOUNT</b>
Kenneth A. Hutchins	\$ 95,000	\$ 100,000
Jewish Family Service of the Desert	\$ 99,900	\$ 140,000
Riverside Latino Commission, Inc.	\$ 99,000	\$ 165,000

**Managed Care – AGENCY CONTRACTS OVER \$100,000**

Angel of Faith Non Profit Organization	\$ 110,000
Athena Counseling Center-Moreno Valley	\$ 105,000
Aurora Family Counseling Center	\$ 115,000
Barbara Sinatra Children's Ctr	\$ 150,000
CHARLEE Family Care, Inc.	\$ 625,000
Community Access Network	\$ 217,500
Dogon Psychiatric Services, Inc.	\$ 406,000
Family Service of the Desert, Inc.	\$ 118,000
MFI Recovery Center	\$ 366,000
Novell & Novell Counseling Services	\$ 284,000

**Managed Care - INDIVIDUAL CONTRACTS OVER \$100,000**

Desjardins, Tobias	\$ 110,000
Madigan, Lee	\$ 105,000
Mikels, Deren	\$ 110,000

ATTACHMENT "A-1"

FY 2012/2013

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH

MANAGED CARE INDIVIDUAL & AGENCY CONTRACTS UNDER \$100,000

Managed Care – INDIVIDUAL CONTRACTS UNDER \$100,000

ACEVEDO, ROSA LEE

ALI-KHAN, MIR I.

AUSTIN, WILLIAM R.

AXELROD, LISA

BARNES, LILLIAN

BECKLUND, ROGENE R.

BOUDEVIN, YVONNE

BUCHE, DOUGLAS - IMD/PG

CAMPBELL, CHRISTINE

CHAPMAN, MARICELA

CHUEH, DANIEL

COLOMER DE SACA, NIDIA M.

CROSBY-BENNETT, MARY J.

DARNELL, MELISSA C.

DAVIES, MARILYN

DESHMUKH, MUKUND

DIAMREYAN, OCHUKO - IMD

DIANE, SALLY

EARLE, SHEREE

ELLIOTT, THOMAS B. - PG

ESTRADA, LUZ/LAE FAMILY COUNSELING SERVICES, INC.

FITTER, JAY S.

GARETT, KENNETH

GARRIGUES, BEVERLY J.

GILLESPIE, WILLIAM

GOFFMAN, JERRY M. - PG

GREWAL, HARINDER

GUNTUPALLI, NAGESWARA

HALL, KIMBERLY

HAMILTON, D. ROBERT

HARDY-DAVIS, LA'TONDA

HEASTON, SHARON D.

HERNANDEZ-FALK, ELIZABETH / DBA LICENSED CLINICAL SOCIAL WORKER, INC.

HILLIARD, PETER

HOLT, TINYA

HOOPAI, RODNEY

HOVIVIAN, ERNEST G.

HYMAN, LINDA T

IBEABUCHI, GEOFFREY / YOUTHS HOPE

JACOB, SAID I.

JONES, LEONARD

JONES, WILLIAM H.

JOSLIN, JEANNE

KASNER, EDMUND S.

KAUFMAN, SAMUEL

KHANKHANIAN, MOIEZ

KIKANI, DIVYAKANT J.

KLEBEL, WOLFGANG

KOZMA, KURT L.

LASALA, SALVADOR

LATTAVO, CYNTHIA L.

LEARY HOLLIS L.

LEE, CHARLTON R.

LEE, KEVIN E.

LEVINSON-WICKHAM, TERRILL S.

MAHFOOZI, HASSAN

MANJARREZ, GISELLE

MARSTON, ROBERT

MARTINEZ, RICARDO M.

McCLAIN, MARILYN

McGREGOR, BRENDA

McGUIRE, GARY

**ATTACHMENT "A-1"**

**FY 2012/2013**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MANAGED CARE INDIVIDUAL & AGENCY CONTRACTS UNDER \$100,000**

**Managed Care – INDIVIDUAL CONTRACTS UNDER \$100,000 (continued)**

McNEEL, WAKELIN

McSHANE, EDWARD J.

MICHAELSON, JOE M.

MITCHELL, MAVERNIE V.

MOORE-JONES, PAMELA

MORGAN, RONALD D.

NAKAI, BHUPINDER ( INTERIM GRP)

NEAL, MARGARET W.

NEITZERT, PAUL

NEMETH, PAUL

OBERLIN, KAREN

OHIAERI, IKECHUKWU A. - IMD

ORRELL, JAMES

PARKER, JOYCE MARIAN

PATEL, RAJENDRA

PELTZ, JANETTA

PEREZ, FRANCISCO J.

PHILLIPS, KIM B.

POOR, PATRICK M.

ROBERTS, GABRIELE E.

RODRIGUEZ, MARTINA M.

RYAN, EDWARD J.

RYAN, RONALD J.

SANDHU, SARABJIT - IMD

SAWICKY, ROBERT - PG

SCHWARTZ, MICHAEL

SHANNON, NANCY LYNN

SILVA, AURORA

SIMMONS, SHIRLEY K.

SLOAN, MICHAEL P.

SNYDER, MELISSA

STAMENKOVIC, VERA

STANFIELD, JAN U.

STERLING, SEAN - PG

SUITER, ROBERT L.

THOMPSON, JEWEL

UNDERWOOD, PENELOPE P.

VORWERK, MICHELLE - PG

WAGER, LLOYD A.

WATSON, DANIEL L.

WEATHINGTON, ANNETTE

WINSTON, GAIL

**FY 2012/2013**

**ATTACHMENT "A-1"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MANAGED CARE INDIVIDUAL & AGENCY CONTRACTS UNDER \$100,000**

**Managed Care – AGENCY CONTRACTS UNDER \$100,000**

Operation Safehouse, Inc.

Orange Psychiatric Medical Group, Inc.

Palm Springs Unified School District

Whitson Family Therapy, APC

New Hope Counseling Center

Integrated Behavioral Healthcare Clinics

Childhelp USA, Inc.

Inland Psychiatric Medical Group, Inc.

Carolyn E. Wylie Center for Children, Youth & Families

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**FY 2012/2013  
FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
KENNETH A. HUTCHINS**

That certain agreement between the County of Riverside (COUNTY) and KENNETH A. HUTCHINS (CONTRACTOR), originally approved by the Riverside County Board of Supervisors on June 9, 2009, Agenda Item 3.35, for FY 2008/2009; renewed by Riverside County Purchasing Agent on August 25, 2009, for FY 2009/2010; renewed again by the Purchasing Agent on August 30, 2010, for FY 2010/2011; extended by the Purchasing Agent on September 13, 2011, for FY 2011/2012; renewed by the Purchasing Agent on August 28, 2012, for FY 2012/2013; approved by the Riverside County Board of Supervisors on February 26, 2013, Agenda Item 3.44, for FY 2012/2013; and is hereby amended for FY 2012/2013, effective April 1, 2013, and shall continue to June 30, 2013, as follows:

- To rescind Exhibit C in its entirety and replace with the new, attached Exhibit C to increase the COUNTY's maximum obligation amount from \$95,000 to \$100,000 for FY 2012/2013.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2012/2013.

All other terms and conditions of this 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:

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:

KENNETH A. HUTCHINS

Signed: K Hutchins

Date: 5/28/13

Title: Psychologist

Address: 47 First Street  
Redlands, CA 92373

COUNTY OF RIVERSIDE:

Signed: John J. Benoit  
**JOHN J. BENOIT** Chairman  
Riverside County Board of Supervisors  
JUN 18 2013

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

Attest by: Kecia Harper-Ithem, Deputy  
Kecia Harper-Ithem, Clerk of the Board

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By: Merayana  
Deputy County Counsel

Kenneth A. Hutchins  
Managed Care & Public Guardian  
4100208091-83950-530260  
4100101600-83500-525440  
4100101602-83500-525440  
FY 2012/2013 First Amendment

JUN 18 2013 3-45

**EXHIBIT C**  
**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** Kenneth A. Hutchins Ph.D.  
**PROGRAM NAME:** Managed Care & Public Guardian  
**DEPARTMENT ID:** 4100208091-83950-530260  
4100101600-83500-525440  
4100101602-83500-525440

**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 (1/12<sup>th</sup>), 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.

N/A The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by



1 the actual allowable cost per unit of service provided, the  
2 Riverside County Maximum Allowable Rate (RCMAR) or Drug  
3 Medi-Cal Rate less a County Administrative Fee (whichever is  
4 applicable), or customary charges (published rate), whichever is  
5 lower of the three, less revenue collected.

6 N/A The final year-end settlement for Narcotics Treatment Program  
7 (NTP) Medi-Cal services (only) shall be based on final State  
8 approved Medi-Cal units, multiplied by the Drug Medi-Cal Rate,  
9 or customary charges (published rate), whichever is lower of the  
10 two, less revenue collected.

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

15 N/A The final year-end settlement for Net Negotiated Amount  
16 contract(s) (only) shall be based upon the Net Negotiated  
17 Amount, as approved by COUNTY, and not to exceed  
18 percentage(s) or amount(s) as specified in the original contract  
19 proposal received and approved by the COUNTY.

20 N/A The final year-end settlement for ancillary or flexible spending  
21 categories shall be based on actual allowable cost, less revenue  
22 collected.

- 23 4. The combined final year-end settlement for all services shall not exceed  
24 the maximum obligation of the COUNTY as specified herein, and the  
25 applicable maximum reimbursement rates promulgated each year by  
26 the COUNTY.

27 B. MAXIMUM OBLIGATION:

28 COUNTY'S maximum obligation for FY 2012/2013 shall be \$100,000 subject to  
availability of Federal, State, local and/or COUNTY funds.

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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), the reporting unit (RU), billable and non-billable mode(s) and service function(s), 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, RCMAR or Drug Medi-Cal Rate less a County Administrative Fee (whichever is applicable), or customary charges (published rate), 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. RCMAR and Drug Medi-Cal Rate is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. REVENUES:

If, when and/or where applicable:

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 Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving services(s) and prior to services being billed in order to ensure

1 proper billing or Medi-Cal eligible services for all applicable  
2 patient(s)/clients(s).

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

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

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

15 **F. REALLOCATION OF FUNDS:**

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

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

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G. RECOGNITION OF FINANCIAL SUPPORT:

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

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H. PAYMENT:

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

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 H-1 and H-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 (5<sup>th</sup>) 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  
invoice for payment (through the ELMR system batching process) and  
the COUNTY will work with the CONTRACTOR to access data in the  
ELMR system for the CONTRACTOR to provide a quarterly report to

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 I. 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 30<sup>th</sup>), the expiration or termination of the contract,  
17 whichever occurs first.

18 N/A Forty-five (45) calendar days following the end of each fiscal  
19 year (June 30<sup>th</sup>), 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 30<sup>th</sup>), 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  
not limited to OMB-circular A-122, OMB-circular A87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the  
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  
3 date(s) and time(s) of the training. Attendance at the training is  
4 mandatory annually in order to ensure that the Cost Reports are  
5 completed appropriately. Failure to attend this training may result in  
6 delay of payment to the CONTRACTOR.

- 7
- 8 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost  
9 Report has not been received within the specified length of time as  
10 indicated in Section K, paragraph 1 above. Future monthly  
11 reimbursements will be withheld if the Cost Report contains errors that  
12 are not corrected within ten (10) calendar days of written or verbal  
13 notification from the COUNTY. Failure to meet any pre-approved  
14 deadlines and/or extension will immediately result in the withholding of  
15 future monthly reimbursements.
- 16 6. The Cost Report shall serve as the basis for year-end settlement to  
17 CONTRACTOR including a reconciliation and adjustment of all  
18 payments made to CONTRACTOR and all revenue received by  
19 CONTRACTOR. Any payments made in excess of Cost Report  
20 settlement shall be repaid upon demand, or will be deducted from the  
21 next payment to CONTRACTOR.
- 22 7. All current and/or future payments to CONTRACTOR will be withheld by  
23 the COUNTY until all final, current and prior year Cost Report (s) have  
24 been reconciled, settled and signed by CONTRACTOR, and received  
25 and approved by the COUNTY.
- 26 8. CONTRACTOR shall report Actual Costs separately, if deemed  
27 applicable and as per CONTRACTOR Schedule I, to provide Contract  
28 Client Services, Prescriptions, Health Maintenance Costs, and Flexible  
funding costs under this agreement on the annual cost report. Where  
deemed applicable, Actual Costs for Indirect Administrative Expenses  
shall not exceed the percentage of cost as submitted in the  
CONTRACT Request for Proposal or Cost Proposal(s).



1 J. 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.

7 K. AUDITS:

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

8 L. DATA ENTRY:

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

23 /Rev. 06/18/2012 STL/ALM/RBE/LS FY 12/13

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: KENNETH A. HUTCHINS PHD			FISCAL YEAR: 2012/2013		
PROGRAM NAME: MANAGED CARE			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100208091 - 83950 - 530260	CARES	SYSTEM RU #:	33BEA0	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services			<b>TOTAL</b>		
RU#(s): 33BEA0					
MODE OF SERVICE: 15 (Outpatient Services)					
SERVICE FUNCTION: 10-19 & 30-59 (Mental Health Services)		60-69 (Medication Support)			
PROCEDURE CODES: 90791, 90837, 90847, 90887, 90832NB, 90837NB		N/A			
UNIT MEASUREMENT: MINUTES		MINUTES			
NUMBER OF UNITS: 18,182		0			
COST PER UNIT: \$1.10		\$0.00			
GROSS COST: \$20,000		\$0			\$20,000
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0		
B. OTHER	\$0	\$0	\$0		
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0		
MAXIMUM OBLIGATION	\$20,000	\$0	\$20,000		
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$10,000	\$0	\$10,000		
B: FEDERAL FUNDS	\$0	\$0	\$0		
C: REALIGNMENT FUNDS	\$0	\$0	\$0		
D: STATE FUNDS	\$10,000	\$0	\$10,000		
E: COUNTY FUNDS	\$0	\$0	\$0		
F: OTHER:	\$0	\$0	\$0		
TOTAL ( ALL FUNDING SOURCES)	\$20,000	\$0	\$20,000		

FUNDING SOURCES DOCUMENT: N/A

ADMIN SVCS ANALYST SIGNATURE: Robert Carr

Date: 4/23/13

FISCAL SERVICES SIGNATURE: Jennifer A. Corbero

Date: 5/6/13

PREPARED BY: MANV KEDHARNATH

Date: 4/23/2013

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: KENNETH A. HUTCHINS PHD			FISCAL YEAR: 2012/2013		
PROGRAM NAME: PUBLIC GUARDIAN			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100101600 - 83500- 525440	CONSERVATORSHIP 2750	SYSTEM RU #:	33075	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services			TOTAL		
RU#(s):	33075				
MODE OF SERVICE:	15 (Outpatient Services)				
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)				
PROCEDURE CODES:	720	726, 728			
UNIT MEASUREMENT:	1 UNIT = 3.5 HOURS FLAT RATE	MINUTES			
NUMBER OF UNITS:	50	27,273			
COST PER UNIT:	\$200.00	\$1.10			
GROSS COST:	\$10,000	\$30,000	\$40,000		
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0		
B. OTHER	\$0	\$0	\$0		
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0		
MAXIMUM OBLIGATION	\$10,000	\$30,000	\$40,000		
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$5,000	\$15,000	\$20,000		
B: FEDERAL FUNDS	\$0	\$0	\$0		
C: REALIGNMENT FUNDS	\$0	\$0	\$0		
D: STATE FUNDS	\$5,000	\$15,000	\$20,000		
E: COUNTY FUNDS	\$0	\$0	\$0		
F: OTHER:	\$0	\$0	\$0		
TOTAL ( ALL FUNDING SOURCES)	\$10,000	\$30,000	\$40,000		

FUNDING SOURCES DOCUMENT:

N/A

ADMIN SVCS ANALYST SIGNATURE:

*Robert Lee*

Date:

4/23/13

FISCAL SERVICES SIGNATURE:

*Jennifer A. Cordero*

Date:

5/6/13

PREPARED BY:

MANJEDHARNATH

Date: 4/23/2013

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: KENNETH A. HUTCHINS PHD			FISCAL YEAR: 2012/2013	
PROGRAM NAME: PUBLIC GUARDIAN			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE
DEPT ID/PROGRAM:	4100101602 - 83500- 525440	LPS INVESTIGATION 5650	SYSTEM RU #:	33565
<b>TYPE OF MODALITY</b>				
Outpatient Mental Health Services				<b>TOTAL</b>
RU#(s):	33565			
MODE OF SERVICE:	15 (Outpatient Services)			
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)			
PROCEDURE CODES:	720	726, 728		
UNIT MEASUREMENT:	1 UNIT = 3.5 HOURS FLAT RATE	MINUTES		
NUMBER OF UNITS:	50	27,273		
COST PER UNIT:	\$200.00	\$1.10		
GROSS COST:	\$10,000	\$30,000	\$40,000	
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>				
A. PATIENT FEES	\$0	\$0	\$0	
B. OTHER	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$10,000	\$30,000	\$40,000	
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>				
A: MEDICAL FFP	\$5,000	\$15,000	\$20,000	
B: FEDERAL FUNDS	\$0	\$0	\$0	
C: REALIGNMENT FUNDS	\$0	\$0	\$0	
D: STATE FUNDS	\$5,000	\$15,000	\$20,000	
E: COUNTY FUNDS	\$0	\$0	\$0	
F: OTHER:	\$0	\$0	\$0	
TOTAL ( ALL FUNDING SOURCES)	\$10,000	\$30,000	\$40,000	

FUNDING SOURCES DOCUMENT:

N/A

ADMIN SVCS ANALYST SIGNATURE:

*Robert Law*

Date:

*4/23/13*

FISCAL SERVICES SIGNATURE:

*Jennifer A. Cordova*

Date:

*5/6/13*

PREPARED BY:

MANI KUDHARNATH

Date: 4/23/2013

FY 2012/2013  
THIRD AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
JEWISH FAMILY SERVICE OF THE DESERT

That certain agreement between the County of Riverside (COUNTY) and JEWISH FAMILY SERVICE OF THE DESERT (CONTRACTOR), originally approved by the Riverside County Board of Supervisors on June 9, 2009, Agenda Item 3.35, for FY 2008/2009; renewed by Riverside County Purchasing Agent on July 31, 2009 for FY 2009/2010; renewed again by the Purchasing Agent on August 17, 2010, for FY 2010/2011; extended by the Purchasing Agent on September 26, 2011 for FY 2011/2012 ; renewed by the Purchasing Agent on September 6, 2012 for FY 2012/2013; amended for the first time by the Purchasing Agent on January 22, 2013 for FY 2012/2013; approved by the Riverside County Board of Supervisors on February 26, 2013, Agenda Item 3.44, for FY 2012/2013; amended for the second time by the Purchasing Agent on April 23, 2013, for FY 2012/2013; and is hereby amended for the third time for FY 2012/2013, effective April 1, 2013, and shall continue to June 30, 2013 as follows:

- To rescind Exhibit C in its entirety and replace with the new, attached Exhibit C to increase the COUNTY's maximum obligation amount from \$99,900 to \$140,000 for FY 2012/2013.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2012/2013.

All other terms and conditions of this 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:**

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:**

JEWISH FAMILY SERVICE OF THE DESERT

Signed: Michelle Anstado

Date: 5/23/13

Title: Executive Director

Address: 801 E. Tahquitz Canyon Way #202  
Palm Springs, CA 92262

**COUNTY COUNSEL**

PAMELA J. WALLS

Approved as to Form

By [Signature]

Deputy County Counsel

**COUNTY OF RIVERSIDE**

Signed: [Signature]

**JOHN J. BENOIT** Chairman  
Riverside County Board of Supervisors

Date: JUN 18 2013

Attest by: [Signature]

Kecia Harper-Ihant, Clerk of the Board

Jewish Family Service of the Desert  
Managed Care  
4100208190-83950-530260  
4100208190-84000-530180  
FY 2012/2013 Third Amendment

JUN 18 2013

345

**EXHIBIT C**  
**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** Jewish Family Service of the Desert  
**PROGRAM NAME:** Managed Care  
**DEPARTMENT ID:** 4100208190-83950-530260  
4100208190-84000-530180

**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 (1/12<sup>th</sup>), 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.

N/A The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided, the Riverside County Maximum Allowable Rate (RCMAR) or Drug Medi-Cal Rate less a

1 County Administrative Fee (whichever is applicable), or customary  
2 charges (published rate), whichever is lower of the three, less revenue  
3 collected.

4 N/A The final year-end settlement for Narcotics Treatment Program (NTP)  
5 Medi-Cal services (only) shall be based on final State approved Medi-  
6 Cal units, multiplied by the Drug Medi-Cal Rate, or customary charges  
7 (published rate), whichever is lower of the two, less revenue collected.

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

12 N/A The final year-end settlement for Net Negotiated Amount contract(s)  
13 (only) shall be based upon the Net Negotiated Amount, as approved by  
14 COUNTY, and not to exceed percentage(s) or amount(s) as specified  
15 in the original contract proposal received and approved by the  
16 COUNTY.

17 N/A The final year-end settlement for ancillary or flexible spending  
18 categories shall be based on actual allowable cost, less revenue  
19 collected.

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

23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for FY 2012/2013 shall be \$140,000 subject to  
25 availability of Federal, State, local and/or COUNTY funds.

26 C. BUDGET:

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



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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, RCMAR or Drug Medi-Cal Rate less a County Administrative Fee (whichever is applicable), or customary charges (published rate), 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. RCMAR and Drug Medi-Cal Rate is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. REVENUES:

If, when and/or where applicable:

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 Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving services(s) and prior to services being billed in order to ensure proper billing or Medi-Cal eligible services for all applicable patient(s)/clients(s).
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is

1 responsible for adhering to and complying with all applicable Federal, State  
2 and local Medi-Cal and Medi-Care laws and regulations as it relates to  
3 providing services to Medi-Cal and Medi-Care beneficiaries.

- 4 5. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of  
5 the Medicare or insurance Explanation of Benefits (EOB) must be provided to  
6 the COUNTY within thirty (30) days of receipt.
- 7 6. CONTRACTOR is obligated to collect from the client any Medicare co-  
8 insurance and/or deductible if the site is Medicare certified. CONTRACTOR  
9 is required to clear any Medi-Cal Share of Cost amount (s) with the State.  
10 CONTRACTOR is obligated to attempt to collect the cleared Share of Cost  
11 amount (s) from the client. CONTRACTOR must notify the COUNTY in  
12 writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours  
13 (excluding holidays) of the CONTRACTOR'S received notification from the  
14 State. Patients/clients with share of cost Medi-Cal shall be charged their  
15 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
16 clients will be responsible for any co-insurance and/or deductible for services  
17 rendered at Medicare certified sites.
- 18 7. All other clients will be subject to an annual sliding fee schedule by  
19 CONTRACTOR for services rendered, based on the patient's/client's ability to  
20 pay, not to exceed the CONTRACTOR'S actual charges for the services  
21 provided. In accordance with the State Department of Health Care Services  
22 Revenue Manual, CONTRACTOR shall not be penalized for non-collection of  
23 revenues provided that reasonable and diligent attempts are made by the  
24 CONTRACTOR to collect these revenues. Past due patient/client accounts  
25 may not be referred to private collection agencies. No patient/client shall be  
26 denied services due to inability to pay.
- 27 8. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of  
28 CONTRACTOR'S published charges.
9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above  
and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the  
COUNTY within ten (10) days of signing the AGREEMENT.

- 1 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
2 fees. Notification must be made within ten (10) days following any fee increase.

3 F. REALLOCATION OF FUNDS:

- 4 1. No funds allocated for any mode and service function as designated in  
5 Schedule I may be reallocated to another mode and service function unless  
6 written approval is given by the Program Manager prior to either the end of the  
7 Contract Period of Performance or the end of the Fiscal year (June 30<sup>th</sup>).  
8 Approval shall not exceed the maximum obligation.
- 9 2. In addition, CONTRACTOR may not, under any circumstances and without  
10 prior approval and/or written consent from the Region/Program  
11 Manager/Administrator and confirmation by the Supervisor of the COUNTY  
12 Fiscal Unit, reallocate funds between mode and service functions as designated  
13 in the Schedule I that are defined as non-billable by the COUNTY, State or  
14 Federal governments from or to mode and service functions that are defined as  
15 billable by the COUNTY, State or Federal governments.
- 16 3. If this Agreement includes more than one Exhibit C, shifting of funds from one  
17 Exhibit C to another is also prohibited without prior, explicit, written consent  
18 and approval from the Region Program Manager/Administrator prior to the end  
19 of either the Contract Period of Performance or Fiscal year.

20 G. RECOGNITION OF FINANCIAL SUPPORT:

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

24 H. PAYMENT:

- 25 1. Monthly reimbursements may be withheld at the discretion of the Director or its  
26 designee due to material contract non-compliance, including audit  
27 disallowances invoice or contract overpayment and/or adjustments or  
28 disallowances resulting from the COUNTY Contract Monitoring Review  
(CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement  
process.

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2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
  3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
  4. Notwithstanding the provisions of Paragraph H-1 and H-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR\_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m.

1 on the fifth (5<sup>th</sup>) working day of the current month. Failure by the  
2 CONTRACTOR to enter and approve all applicable services into the ELMR  
3 system for the applicable month, and faxing and/or emailing the signed PIF, will  
4 delay payment to the CONTRACTOR until the required documents as outlined  
5 herein are provided. SD/MC billings shall be processed by the COUNTY and  
6 the CONTRACTOR shall provide the COUNTY with all information necessary  
7 for the preparation and audit of such billings.

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

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

17 I. COST REPORT:

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

24 N/A Thirty (30) calendar days following the end of each fiscal year (June  
25 30<sup>th</sup>), the expiration or termination of the contract, whichever occurs  
26 first.

27 N/A Forty-five (45) calendar days following the end of each fiscal year  
28 (June 30<sup>th</sup>), the expiration or termination of the contract, whichever  
occurs first.

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X Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), the expiration or termination of the contract, whichever occurs first.

2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122, OMB-circular A87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the cost report training annually that is held by COUNTY that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section K, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and/or extension will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and/or future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report (s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

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

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J. BANKRUPTCY:

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

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K. AUDITS:

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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 XXX, 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

1 of Mental Health against amounts due under this Agreement or Agreement(s)  
2 in subsequent years.

- 3 4. The COUNTY will conduct Program Monitoring Review and/or Contract  
4 Monitoring Review (CMT). Upon completion of monitoring, Contractor will  
5 be mailed a report summarizing the results of the site visit. If and when  
6 necessary, a corrective Action Plan will be submitted by CONTRACTOR  
7 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S  
8 failure to respond within thirty (30) calendar days will result in withholding of  
9 payment until the corrective plan of action is received. CONTRACTOR'S  
10 response shall identify time frames for implementing the corrective action.  
11 Failure to provide adequate response or documentation for this or previous  
12 year's Agreements may result in contract payment withholding and/or a  
13 disallowance to be paid in full upon demand.

14 L. DATA ENTRY:

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

/Rev. 06/18/2012 STL/ALM/RBE/LS FY 12/13

Exhibit C

Page C-10 of C-10

Jewish Family Service of the Desert  
4100208190-83950-530260  
4100208190-84000-530180  
Managed Care  
FY 2012/2013 Third Amendment



**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: JEWISH FAMILY SERVICE OF THE DESERT			FISCAL YEAR: 2012/2013		
PROGRAM NAME: MANAGED CARE			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100208190 - 83950- 530260	CARES	SYSTEM RU #:	33LGA0, 33G7AO	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services				<b>TOTAL</b>	
RU#(s): 33LGA0, 33G7AO					
MODE OF SERVICE: 15 (Outpatient Services)					
SERVICE FUNCTION: 10-19 & 30-59 (Mental Health Services)		60-69 (Medication Support)			
PROCEDURE CODES: 90791, 90837, 90847, 90887		N/A			
UNIT MEASUREMENT: MINUTES		MINUTES			
NUMBER OF UNITS: 53,030		0			
COST PER UNIT: \$1.32		\$0.00			
GROSS COST: \$70,000		\$0			\$70,000
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0	\$0	
B. OTHER	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$70,000	\$0	\$0	\$70,000	
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$35,000	\$0	\$0	\$35,000	
B: FEDERAL FUNDS	\$0	\$0	\$0	\$0	
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	
D: STATE FUNDS	\$35,000	\$0	\$0	\$35,000	
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	
F: OTHER:	\$0	\$0	\$0	\$0	
TOTAL ( ALL FUNDING SOURCES)	\$70,000	\$0	\$0	\$70,000	

FUNDING SOURCES DOCUMENT:

N/A

ADMIN SVCS ANALYST SIGNATURE:

*Robert Cohen*

Date:

*4/18/13*

FISCAL SERVICES SIGNATURE:

*Jennifer A. Cordero*

Date:

*5/6/13*

PREPARED BY:

MANI KEDHARNATH

Date: 4/18/2013

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: JEWISH FAMILY SERVICE OF THE DESERT			FISCAL YEAR: 2012/2013		
PROGRAM NAME: MANAGED CARE			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100208190 - 84000- 530180	DPSS	SYSTEM RU #:	33LG00, 33G700	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services			<b>TOTAL</b>		
RU#(s): 33LG00, 33G700					
MODE OF SERVICE: 15 (Outpatient Services)					
SERVICE FUNCTION: 10-19 & 30-59 (Mental Health Services)		60-69 (Medication Support)			
PROCEDURE CODES: 90791, 90837, 90847, 90887		N/A			
UNIT MEASUREMENT: MINUTES		MINUTES			
NUMBER OF UNITS: 53,030		0			
COST PER UNIT: \$1.32		\$0.00			
GROSS COST: \$70,000		\$0			\$70,000
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0	\$0	
B. OTHER	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$70,000	\$0	\$70,000	\$70,000	
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP:	\$35,000	\$0	\$35,000	\$35,000	
B: FEDERAL FUNDS	\$0	\$0	\$0	\$0	
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	
D: STATE FUNDS	\$35,000	\$0	\$35,000	\$35,000	
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	
F: OTHER:	\$0	\$0	\$0	\$0	
TOTAL ( ALL FUNDING SOURCES)	\$70,000	\$0	\$70,000	\$70,000	

FUNDING SOURCES DOCUMENT: N/A

ADMIN SVCS ANALYST SIGNATURE: *[Signature]* Date: 4/18/13

FISCAL SERVICES SIGNATURE: *[Signature]* Date: 5/6/13

PREPARED BY: MANI YEDHARNATH Date: 4/18/2013

FY 2012/2013  
FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
RIVERSIDE LATINO COMMISSION, INC.

That certain agreement between the County of Riverside (COUNTY) and RIVERSIDE LATINO COMMISSION, INC. (CONTRACTOR), originally approved by the Riverside County Board of Supervisors on June 9, 2009, Agenda Item 3.35, for FY 2008/2009; renewed by Riverside County Purchasing Agent on July 27, 2009 for FY 2009/2010; renewed again by the Purchasing Agent on August 17, 2010, for FY 2010/2011; extended by the Purchasing Agent on September 7, 2011 for FY 2011/2012 ; renewed by the Purchasing Agent on August 28, 2012 for FY 2012/2013; approved by the Riverside County Board of Supervisors on February 26, 2013, Agenda Item 3.44, for FY 2012/2013; and is hereby amended for the first time for FY 2012/2013, effective April 1, 2013, and shall continue to June 30, 2013 as follows:

- To rescind Exhibit C in its entirety and replace with the new, attached Exhibit C to increase the COUNTY's maximum obligation amount from \$99,000 to \$165,000 for FY 2012/2013.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2012/2013.

All other terms and conditions of this 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:

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:

RIVERSIDE LATINO COMMISSION, INC.

Signed: Paul Cantor

Date: 5-24-2013

Title: Executive Director

Address: 83844 Hopi Avenue  
Indio, CA 92203-2638

COUNTY OF RIVERSIDE:

Signed: John J. Benoit  
**JOHN J. BENOIT** Chairman  
Riverside County Board of Supervisors

Date: JUN 18 2013

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

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By Pamela Walls  
Deputy County Counsel

Riverside Latino Commission, Inc.  
Managed Care  
4100208203-83950-530260  
4100208203-84000-530180  
FY 2012/2013 First Amendment

JUN 18 2013 3:45

**EXHIBIT C**  
**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** Riverside Latino Commission, Inc.  
**PROGRAM NAME:** Managed Care  
**DEPARTMENT ID:** 4100208203-83950-530260  
4100208203-84000-530180

**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 (1/12<sup>th</sup>), 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.

N/A The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided, the Riverside County Maximum Allowable Rate (RCMAR) or Drug Medi-Cal Rate less a

1 County Administrative Fee (whichever is applicable), or customary  
2 charges (published rate), whichever is lower of the three, less revenue  
3 collected.

4 N/A The final year-end settlement for Narcotics Treatment Program (NTP)  
5 Medi-Cal services (only) shall be based on final State approved Medi-  
6 Cal units, multiplied by the Drug Medi-Cal Rate, or customary charges  
7 (published rate), whichever is lower of the two, less revenue collected.

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

12 N/A The final year-end settlement for Net Negotiated Amount contract(s)  
13 (only) shall be based upon the Net Negotiated Amount, as approved by  
14 COUNTY, and not to exceed percentage(s) or amount(s) as specified  
15 in the original contract proposal received and approved by the  
16 COUNTY.

17 N/A The final year-end settlement for ancillary or flexible spending  
18 categories shall be based on actual allowable cost, less revenue  
19 collected.

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

23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for FY 2012/2013 shall be \$165,000 subject to  
25 availability of Federal, State, local and/or COUNTY funds.

26 C. BUDGET:

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

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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, RCMAR or Drug Medi-Cal Rate less a County Administrative Fee (whichever is applicable), or customary charges (published rate), 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. RCMAR and Drug Medi-Cal Rate is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. REVENUES:

If, when and/or where applicable:

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 Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving services(s) and prior to services being billed in order to ensure proper billing or Medi-Cal eligible services for all applicable patient(s)/clients(s).
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is

1 responsible for adhering to and complying with all applicable Federal, State  
2 and local Medi-Cal and Medi-Care laws and regulations as it relates to  
3 providing services to Medi-Cal and Medi-Care beneficiaries.

- 4 5. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of  
5 the Medicare or insurance Explanation of Benefits (EOB) must be provided to  
6 the COUNTY within thirty (30) days of receipt.
- 7 6. CONTRACTOR is obligated to collect from the client any Medicare co-  
8 insurance and/or deductible if the site is Medicare certified. CONTRACTOR  
9 is required to clear any Medi-Cal Share of Cost amount (s) with the State.  
10 CONTRACTOR is obligated to attempt to collect the cleared Share of Cost  
11 amount (s) from the client. CONTRACTOR must notify the COUNTY in  
12 writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours  
13 (excluding holidays) of the CONTRACTOR'S received notification from the  
14 State. Patients/clients with share of cost Medi-Cal shall be charged their  
15 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
16 clients will be responsible for any co-insurance and/or deductible for services  
17 rendered at Medicare certified sites.
- 18 7. All other clients will be subject to an annual sliding fee schedule by  
19 CONTRACTOR for services rendered, based on the patient's/client's ability to  
20 pay, not to exceed the CONTRACTOR'S actual charges for the services  
21 provided. In accordance with the State Department of Health Care Services  
22 Revenue Manual, CONTRACTOR shall not be penalized for non-collection of  
23 revenues provided that reasonable and diligent attempts are made by the  
24 CONTRACTOR to collect these revenues. Past due patient/client accounts  
25 may not be referred to private collection agencies. No patient/client shall be  
26 denied services due to inability to pay.
- 27 8. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of  
28 CONTRACTOR'S published charges.
9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above  
and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the  
COUNTY within ten (10) days of signing the AGREEMENT.

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10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

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F. REALLOCATION OF FUNDS:

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

H. PAYMENT:

1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring and/or the Cost Report Reconciliation/Settlement process.



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2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
  3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
  4. Notwithstanding the provisions of Paragraph H-1 and H-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to ELMR\_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m.

1 on the fifth (5<sup>th</sup>) working day of the current month. Failure by the  
2 CONTRACTOR to enter and approve all applicable services into the ELMR  
3 system for the applicable month, and faxing and/or emailing the signed PIF, will  
4 delay payment to the CONTRACTOR until the required documents as outlined  
5 herein are provided. SD/MC billings shall be processed by the COUNTY and  
6 the CONTRACTOR shall provide the COUNTY with all information necessary  
7 for the preparation and audit of such billings.

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

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

17 I. COST REPORT:

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

24 N/A Thirty (30) calendar days following the end of each fiscal year (June  
25 30<sup>th</sup>), the expiration or termination of the contract, whichever occurs  
26 first.

27 N/A Forty-five (45) calendar days following the end of each fiscal year  
28 (June 30<sup>th</sup>), the expiration or termination of the contract, whichever  
occurs first.

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X Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), the expiration or termination of the contract, whichever occurs first.

2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122, OMB-circular A87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the cost report training annually that is held by COUNTY that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section K, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and/or extension will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and/or future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report (s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

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

7 J. BANKRUPTCY:

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

14 K. AUDITS:

- 15 1. CONTRACTOR agrees that any duly authorized representative of the Federal  
16 Government, the State or COUNTY shall have the right to audit, inspect,  
17 excerpt, copy or transcribe any pertinent records and documentation relating  
18 to this Agreement or previous Agreements in previous years.
- 19 2. If this contract is terminated in accordance with Section XXX,  
20 TERMINATION PROVISIONS, COUNTY, Federal and/or State  
21 governments may conduct a final audit of the CONTRACTOR. Final  
22 reimbursement to CONTRACTOR by COUNTY shall not be made until all  
23 audit results are known and all accounts are reconciled. Revenue collected by  
24 CONTRACTOR during this period for services provided under the terms of  
25 this Agreement will be regarded as revenue received and deducted as such  
26 from the final reimbursement claim.
- 27 3. Any audit exception resulting from an audit conducted by any duly authorized  
28 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

1 of Mental Health against amounts due under this Agreement or Agreement(s)  
2 in subsequent years.

- 3 4. The COUNTY will conduct Program Monitoring Review and/or Contract  
4 Monitoring Review (CMT). Upon completion of monitoring, Contractor will  
5 be mailed a report summarizing the results of the site visit. If and when  
6 necessary, a corrective Action Plan will be submitted by CONTRACTOR  
7 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S  
8 failure to respond within thirty (30) calendar days will result in withholding of  
9 payment until the corrective plan of action is received. CONTRACTOR'S  
10 response shall identify time frames for implementing the corrective action.  
11 Failure to provide adequate response or documentation for this or previous  
12 year's Agreements may result in contract payment withholding and/or a  
13 disallowance to be paid in full upon demand.

14 L. DATA ENTRY:

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

/Rev. 06/18/2012 STL/ALM/RBE/LS FY 12/13

Exhibit C

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Riverside Latino Commission, Inc.  
4100208203-83950-530260  
4100208203-84000-530180  
Managed Care  
FY 2012/2013 First Amendment

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: RIVERSIDE LATINO COMMISSION, INC.			FISCAL YEAR: 2012/2013		
PROGRAM NAME: MANAGED CARE			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100208203 - 83950- 530260	CARES	SYSTEM RU #:	33LLA1	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services				<b>TOTAL</b>	
RU#(s): 33LLA1					
MODE OF SERVICE: 15 (Outpatient Services)					
SERVICE FUNCTION: 10-19 & 30-59 (Mental Health Services)		60-69 (Medication Support)			
PROCEDURE CODES: 90791, 90837, 90847, 90887		99203, 99205, 99213			
UNIT MEASUREMENT: MINUTES		MINUTES			
NUMBER OF UNITS: 72,500		4,000			
COST PER UNIT: \$1.00		\$2.50			
GROSS COST: \$72,500		\$10,000			\$82,500
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0	\$0	
B. OTHER	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$72,500	\$10,000	\$82,500		
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$36,250	\$5,000	\$41,250		
B: FEDERAL FUNDS	\$0	\$0	\$0		
C: REALIGNMENT FUNDS	\$0	\$0	\$0		
D: STATE FUNDS	\$36,250	\$5,000	\$41,250		
E: COUNTY FUNDS	\$0	\$0	\$0		
F: OTHER:	\$0	\$0	\$0		
TOTAL ( ALL FUNDING SOURCES)	\$72,500	\$10,000	\$82,500		

FUNDING SOURCES DOCUMENT: N/A

ADMIN SVCS ANALYST SIGNATURE: *Robert L. Carr* Date: 4/18/13

FISCAL SERVICES SIGNATURE: *Jennifer A. Cordero* Date: 5/6/13

PREPARED BY: MANI WEDHARNATH Date: 4/18/2013

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: RIVERSIDE LATINO COMMISSION, INC.			FISCAL YEAR: 2012/2013		
PROGRAM NAME: MANAGED CARE			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE	
REGION/POPULATION: N/A			YEAR END SETTLEMENT:	NEGOTIATED RATE	
DEPT ID/PROGRAM:	4100208203 - 84000- 530180	DPSS	SYSTEM RU #:	33LL00	
<b>TYPE OF MODALITY</b>					
Outpatient Mental Health Services			<b>TOTAL</b>		
RU#(s): 33LL00					
MODE OF SERVICE: 15 (Outpatient Services)					
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)	60-69 (Medication Support)			
PROCEDURE CODES:	90791, 90837, 90847, 90887	99203, 99205, 99213			
UNIT MEASUREMENT:	MINUTES	MINUTES			
NUMBER OF UNITS:	72,500	4,000			
COST PER UNIT:	\$1.00	\$2.50			
GROSS COST:	\$72,500	\$10,000			\$82,500
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0		
B. OTHER	\$0	\$0	\$0		
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0		
MAXIMUM OBLIGATION	\$72,500	\$10,000	\$82,500		
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$36,250	\$5,000	\$41,250		
B: FEDERAL FUNDS	\$0	\$0	\$0		
C: REALIGNMENT FUNDS	\$0	\$0	\$0		
D: STATE FUNDS	\$36,250	\$5,000	\$41,250		
E: COUNTY FUNDS	\$0	\$0	\$0		
F: OTHER:	\$0	\$0	\$0		
TOTAL ( ALL FUNDING SOURCES)	\$72,500	\$10,000	\$82,500		

FUNDING SOURCES DOCUMENT: N/A

ADMIN SVCS ANALYST SIGNATURE: Robert Carr

Date: 4/18/13

FISCAL SERVICES SIGNATURE: Janifer A. Cordero

Date: 5/6/13

PREPARED BY: MAM KEDHARNATH

Date: 4/18/2013