

142

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



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
June 25, 2013

**SUBJECT:** Amendment to the Per Diem Hospital agreement between the County of Riverside and Inland Empire Health Plan

**RECOMMENDED MOTION:**

- 1) Ratify the amendment(s) to the Riverside County Regional Medical Center hospital agreement with Inland Empire Health Plan; and
- 2) Retain one (1) copy and return two (2) copies of each of the amendments to Riverside County Regional Medical Center for distribution.

**BACKGROUND:** On June 19, 1996 agenda item no 3.24, the Board of Supervisors approved the hospital per diem agreement between RCRMC and IEHP to provide inpatient and outpatient hospital services. The IEHP Agreement was amended effective September 1, 2008 to permit RCRMC to participate in a supplemental Managed Care payment program to provide additional funding for public hospitals.

(continued on Page 2)

*Douglas D. Bagley*  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$0	For Fiscal Year:	12/13
<b>SOURCE OF FUNDS:</b> Federal Medicaid Funds			<b>Positions To Be Deleted Per A-30</b>	1
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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: July 2, 2013  
xc: RCRMC

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

Prev. Agn. Ref.: Prev. Agn. Ref.: 11/25/08 3.35;  
9/10/09 3.93; 11/24/09 3.92; 8/18/11 3.72; 4/24/12 3.17; 7/17/12  
3.37; 11/6/12 3.57; 11/29/12 3.86

District: 515

Agenda Number:

RECEIVED BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, CALIFORNIA

ATTACHMENTS FILED

3-39

**SUBJECT:** Amendment(s) to the Per Diem Hospital Agreement between the County of Riverside and Inland Empire Health Plan ("IEHP")

**Page 2**

**BACKGROUND (Continued):**

The eleventh amendment provides an additional supplemental payment for Medi-Cal SPD enrollees for the period of July 1, 2011 through December 31, 2013. The twelfth amendment provides an additional supplemental payment for the period of October 1, 2012 through December 31, 2015.

The net benefit to RCRMC will be approximately 7 million this fiscal year for the Hospital's Medicare and Medi-Cal Seniors and Persons with Disabilities (SPD) enrollees.

This amendment has been approved as to form by County Counsel.

HEALTH PLAN-PROVIDER AGREEMENT

INLAND EMPIRE HEALTH PLAN

ELEVENTH AMENDMENT

This Amendment is made this 1st day of July, 2011 {month/year}, by and between Inland Empire Health Plan, a public entity hereinafter referred to as "PLAN", and the County of Riverside, California, a political subdivision of the State of California, through its Medical Center, Riverside County Regional Medical Center, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective April 1, 2007;

WHEREAS, Section 10.11 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN is a public entity that is organized and licensed as a health care service plan under the laws of the State of California, and thereby operates a Health Maintenance Organization ("HMO") that arranges for quality preventive, medical and hospital services to be provided to persons who are enrolled as members in the PLAN in a manner consistent with the laws of the United States and the State of California;

WHEREAS, PROVIDER, is a hospital who is licensed and regulated by the Department of Health Care Services ("State DHCS") and maintains the ability to provide the facilities, equipment and personnel necessary to deliver health care services to PLAN members;

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for base rate increases to PROVIDER with respect to services for Medi-Cal SPD enrollees of PLAN as a result of Medi-Cal managed care capitation rate amounts to PLAN funded in part by intergovernmental transfers ("IGTs"), pursuant to Section 14182.15 of the Welfare and Institutions Code, from County of Riverside, California to the California Department of Health Care Services ("State DHCS") to help assure the availability of Medi-Cal health care services to Medi-Cal beneficiaries, including seniors and persons with disabilities ("SPD").

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Exhibit C.2 of the Agreement is amended to read as follows:

**SPD MEDI-CAL MANAGED CARE BASE RATE INCREASES**

**1. SPD Base Rate Increases to PROVIDER**

**A. Payment**

Pursuant to subdivision (c) of Section 14182.15 of the Welfare and Institutions Code, should PLAN receive any SPD Medi-Cal Managed Care Rate Payments ("SPD MMCR Payments") from State DHCS, the nonfederal share of which is funded in any part by the County of Riverside, California specifically pursuant to the Intergovernmental Agreement Regarding Transfer of Public Funds, 11-88495 ("Intergovernmental Agreement") effective for the period July 1, 2011 through September 30, 2012, all of the provisions below shall apply.

(1) PLAN shall pay to PROVIDER, for services provided during the term of this Amendment, the rates for services set forth in 1.A.2 of this Agreement, which shall be no less than the rates in effect as of March 19, 2013.

(2) PLAN shall pay to PROVIDER as "SPD Base Rate Increase Payments," a maximum amount of \$17,866,363 from the SPD MMCR Payments (net of the Health Plan Retention described in paragraph 1.B(1)) received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Payments for services provided by the PROVIDER to Medi-Cal beneficiaries. Notwithstanding the foregoing, payments to PROVIDER and other providers by PLAN from SPD MMCR Payments (net of Health Plan Retention) for the relevant period shall be adjusted as appropriate to ensure that all such SPD MMCR Payments received by PLAN are distributed, and in no case shall exceed the total amount of SPD MMCR Payments. PLAN payments shall be based on actual SPD MMCR Payments included in the HEALTH PLAN's monthly capitation payment or a lump-sum payment received from DHCS. SPD Base Rate Increase Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

**B. Health Plan Retention**

(1) Managed Care Organizations Tax

The PLAN shall be responsible for any Managed Care Organization ("MCO") tax due pursuant to the Revenue and Taxation Code Section 12201 relating to any SPD MMCR Payments through September 30, 2012. If the PLAN receives any capitation rate increases described in paragraph (2) of subdivision (c) of Section 14182.15 of the Welfare and Institutions Code for which MCO taxes apply based on the SPD MMCR Payments, PLAN may retain an amount equal to the amount of such MCO tax that PLAN is required to pay to the State, and shall pay PROVIDER the SPD Base Rate Increase Payments (net of Health Plan Retention) from the remaining amount of the capitation rate increases as specified in paragraph 1.A consistent with Section 14182.15.

(2) PLAN will not retain any other portion of the SPD MMCR Payments received from the State DHCS other than those specified above.

**C. Conditions for Receiving SPD Base Rate Increase Payments**

As a condition for receiving SPD Base Rate Increase Payments, PROVIDER shall, as of the date the particular payment is due:

- (1) remain a provider of primary and specialty hospital and non-hospital services in the PLAN, to provide capacity for meeting the complex conditions of SPD Medi-Cal beneficiaries;
- (2) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;
- (3) maintain its current emergency room licensure status and not close its emergency room;
- (4) maintain its current inpatient surgery suites and not close these facilities.
- (5) maintain license under California Health and Safety Section 1200 eq.seq.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

PROVIDER shall provide PLAN with written notice at least ten (10) business days after transferring County funds to State DHCS for use as the non-federal share of any IGT MMCRRIs.

**E. Form and Timing of Payments**

PLAN agrees to pay SPD Base Rate Increase Payments to PROVIDER in the following form and according to the following schedule:

- (1) PLAN agrees to pay the SPD Base Rate Increase Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).
- (2) PLAN will pay the SPD Base Rate Increase Payments to PROVIDER no later than thirty (30) calendar days after receipt of the SPD MMCR Payments from State DHCS.

**F. Consideration**

(1) As consideration for the SPD Base Rate Increase Payments, PROVIDER shall use the SPD Base Rate Increase Payments for the following purposes and shall treat the SPD Base Rate Increase Payments in the following manner:

(a) The SPD Base Rate Increase Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the SPD Base Rate Increase Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining SPD Base Rate Increase Payment amounts shall be retained by PROVIDER to be expended for health care services.

Retained SPD Base Rate Increase Payment amounts may be used by the PROVIDER in either the State fiscal year received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained SPD BASE RATE INCREASE Payments are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on SPD BASE RATE INCREASE Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of SPD BASE RATE INCREASE Payments received, but not used. These retained PROVIDER funds may be commingled with other County of Riverside, California funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the County of Riverside, California or federal matching funds will be recycled back to the County of Riverside, California general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement or Amendment constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the SPD Base Rate Increase Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which SPD Base Rate Increase Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the SPD Base Rate Increase Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the SPD Base Rate Increase Payments to the full extent possible on behalf of the safety net in Riverside County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which SPD Base Rate Increase Payments were made to PROVIDER, PLAN shall perform a reconciliation of the SPD Base Rate Increase Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of SPD MMCRs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of SPD Base Rate Increase Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 8.01 of the Agreement. The reconciliation

processes established under this paragraph are distinct from the indemnification provisions set forth below. PLAN agrees to transmit to the PROVIDER any underpayment of SPD Base Rate Increase Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

**J. Indemnification**

Without limiting the respective indemnification obligations of the parties as set forth in Section 7 of the Agreement, PROVIDER shall indemnify and hold harmless PLAN, its officers, directors, agents, and employees, from and against all loss, damage, liability, or expense (including, without limitation, reasonable attorney's fees), of any kind arising from or that may occur as a result of (i) any miscalculation by State DHCS in computing the amount of the IGT MMCRRIs relative to the intergovernmental transfers made by the County of Riverside; and/or (ii) any obligation to refund the State DHCS for any portion of the IGT MMCRRIs for any reason, including, without limitation, failure to qualify for federal financial participation with respect to the IGT MMCRRIs

**2. Term**

The term of this Amendment shall commence on July 1, 2011 and shall terminate on December 31, 2013.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

**SIGNATURES**

HEALTH PLAN: Freeprint Date: 4/11/13

By: Title: Chair, CEO

PROVIDER: ABagley Date: 4/17/13

By: Title: Chief Executive Officer \_\_\_\_\_

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 6/17/13

# HEALTH PLAN-PROVIDER AGREEMENT

## INLAND EMPIRE HEALTH PLAN

### TWELVETH AMENDMENT

This Amendment is made this 1st day of October, 2012 {month/year}, by and between Inland Empire Health Plan, a public entity hereinafter referred to as "PLAN", and the County of Riverside, California, a political subdivision of the State of California, through its Medical Center, Riverside County Regional Medical Center, hereinafter referred to as "PROVIDER".

#### RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective April 1, 2007;

WHEREAS, Section 10.11 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN is a public entity that is organized and licensed as a health care service plan under the laws of the State of California, and thereby operates a Health Maintenance Organization ("HMO") that arranges for quality preventive, medical and hospital services to be provided to persons who are enrolled as members in the PLAN in a manner consistent with the laws of the United States and the State of California;

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WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for base rate increases to PROVIDER with respect to services for Medi-Cal SPD enrollees of PLAN as a result of Medi-Cal managed care capitation rate amounts to PLAN funded in part by intergovernmental transfers ("IGTs"), pursuant to Section 14182.15 of the Welfare and Institutions Code, from County of Riverside, California to the California Department of Health Care Services ("State DHCS") to help assure the availability of Medi-Cal health care services to Medi-Cal beneficiaries, including seniors and persons with disabilities ("SPD").

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(1) PLAN shall pay to PROVIDER, for services provided during the term of this Amendment, the rates for services set forth in 1.A.2 of this Agreement, which shall be no less than the rates in effect as of March 19, 2013.

(2) PLAN shall pay to PROVIDER as "SPD Base Rate Increase Payments," a maximum amount of \$19,561,048 from the SPD MMCR Payments (net of the Health Plan Retention described in paragraph 1.B(1)) received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Payments for services provided by the PROVIDER to Medi-Cal beneficiaries. Notwithstanding the foregoing, payments to PROVIDER and other providers by PLAN from SPD MMCR Payments (net of Health Plan Retention) for the relevant period shall be adjusted as appropriate to ensure that all such SPD MMCR Payments received by PLAN are distributed, and in no case shall exceed the total amount of SPD MMCR Payments. PLAN payments shall be based on actual SPD MMCR Payments included in the HEALTH PLAN's monthly capitation payment or a lump-sum payment received from DHCS. SPD Base Rate Increase Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

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**SIGNATURES**

HEALTH PLAN: Neel R. Kipnis Date: 4/11/13

By: Title: Chair, CEO

PROVIDER: Neel R. Kipnis Date: 4/17/13

By: Title: Chief Executive Officer \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Neel R. Kipnis DATE: 4/17/13