

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



ITEM
3.33
(ID # 9739)

MEETING DATE:

Tuesday, June 25, 2019

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve an Increase to the FY18/19 Psychiatric Inpatient Hospital Provider Aggregate; Approval of the First Amendment for UHS-Corona, Inc., dba Corona Regional Hospital and the Second Amendments with Loma Linda University Behavioral Medicine Center and Vista Behavioral Hospital, LLC. dba Pacific Grove Hospital, All Districts. [Total Cost \$10,500,000 for 4 years; up to \$300,000 in additional compensation per fiscal year, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an increase to the FY18/19 Contract Aggregate for the vendors listed in Attachment A to provide Psychiatric Inpatient Hospital Services from \$1,500,000 to \$3,000,000, with the option to renew annually for three (3) additional one-year periods for a total of \$10,500,000 through June 30, 2022;
2. Approve the First Amendment to the Behavioral Health Agreement with UHS-Corona Inc., dba Corona Regional Medical Center to increase the annual contract amount from \$53,400 to \$143,290 for FY18/19; the Second Amendment to the Behavioral Health Agreement with Loma Linda University Behavioral Medicine Center, Inc. to increase the annual contract amount from \$540,750 to \$867,000 for FY18/19; the Second Amendment to the Behavioral Health Agreement with Vista Behavioral Hospital, LLC, dba Pacific Grove Hospital, Inc. to increase the annual contract amount from \$565,335 to \$1,210,995 for FY18/19 and authorize the Chairman of the Board to sign the three respective amendments on behalf of the County; and

Continued on page 2

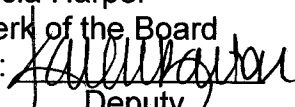
ACTION: Policy


Matthew Chang, Director 5/30/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: Behavioral Health, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based upon the availability of funding and as approved by County Counsel to: a) authorize the Purchasing Agent to add new providers not to exceed \$100,000 while staying within the approved aggregate amount; b) move the allocated funds among the vendors; c) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and d) sign amendments to the compensation provisions that do not exceed the sum total of ten (10%) of the total annual cost of the contracts.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|------------------------------------|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$1,500,000 | \$3,000,000 | \$10,500,000 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100% State | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 18/19 – 21/22 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As the Mental Health Plan provider for Riverside County, Riverside University Health System – Behavioral Health (RUHS-BH) is required to provide acute psychiatric inpatient hospital services to seriously mentally ill children, adults and older adults. Inpatient hospital services include psychiatric evaluation and treatment services, medication services and discharge planning and coordination geared to stabilize the individual for return to the community.

On June 26, 2018 (3-49), the Board of Supervisors approved the Psychiatric Inpatient Hospital Aggregate and agreements for \$1,500,000 annually through June 30, 2022. RUHS-BH is requesting to increase the aggregate from \$1,500,000 to \$3,000,000 annually due to utilization of inpatient hospital services.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

The Psychiatric Inpatient Hospital Agreements are funded by the State and have termination clauses in the event that State funds become unavailable for service provision. No additional County funds are required.

Contract History and Price Reasonableness

Due to the specialized, highly structured and diverse treatment environments needed to treat RUHS-BH consumers with mental illness, an increase in diverse levels of care, such as those provided by the vendors listed in Attachment A, RUHS-BH requires the flexibility to add vendors

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

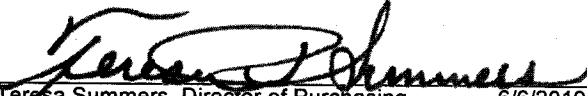
for psychiatric inpatient hospital services as needed to ensure continuity of care. Such vendors are subject to providing proof of appropriate certifications, licensing and/or other standard review qualifications. Ordinance 459 allows for the implementation of patient services contracts that provide reimbursement of service costs, without bidding, which are state or federally mandated and funded.

RUHS-BH uses the Department of Health Care Services rates as its standard for establishing the rates for these providers. Each provider Agreement amount is based on a projected utilization multiplied by the acute bed rate ranging between \$765 - \$890 per day.

**Attachment A
Psychiatric Inpatient Hospital Providers**

| Provider | Current Contract Maximum | Contract Increase | New Contract Maximum |
|--|---|------------------------------|-------------------------------------|
| Corona Regional Medical Center | \$ 53,400 | \$ 89,890 | \$ 143,290 |
| Loma Linda Behavioral Medical Center IMD Excluded | \$ 540,750 | \$ 326,250 | \$ 867,000 |
| Loma Linda Behavioral Medical Center Indigent | \$ 25,500 | \$ - | \$ 25,500 |
| Vista Behavioral DBA Pacific Grove IMD Excluded | \$ 565,335 | \$ 645,660 | \$ 1,210,995 |
| Vista Behavioral DBA Pacific Grove Indigent | \$ 99,450 | \$ - | \$ 99,450 |
| Aurora Charter Oak Hospital | \$ 94,860 | \$ - | \$ 94,860 |
| Sharp Healthcare | \$ - | \$ 39,711 | \$ 39,711 |
| BHC Sierra Vista Hospital | \$ - | \$ 20,601 | \$ 20,601 |
| Heritage Oaks Hospital | \$ - | \$ 20,655 | \$ 20,655 |
| Bakersfield Behavioral Health Reserve | \$ - | \$ 22,185 | \$ 22,185 |
| | \$ 120,705 | \$ 335,048 | \$ 455,753 |
| Total Aggregate | \$ 1,500,000 | \$ 1,500,000 | \$ 3,000,000 |

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


Teresa Summers, Director of Purchasing 6/6/2019


Brianna Lantajo, Management Analyst 6/17/2019


Gregory L. Priamos, Director County Counsel 6/13/2019

FY 2018/2019
SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND

Loma Linda University Behavioral Medicine Center, Inc.

That certain agreement between the County of Riverside (COUNTY) and Loma Linda University Behavioral Medicine Center, Inc., a California Non-Profit, originally approved by the Procurement Contract Specialist on June 28, 2018 and amended for the first time on April 25, 2019 is hereby amended for the second time for FY 18/19 as follows:

- Rescind Exhibit C in its entirety and replace with the new, attached Exhibit C to increase the COUNTY's maximum obligation amount from \$540,750 to \$867,000 for FY 2018/2019.
- Rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2018/2019.

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, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
RUHS-Behavioral Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Loma Linda University Behavioral
Medicine Center, Inc.

COUNTY OF RIVERSIDE:

Signed: 

Signed: 

Printed: Edward Field

Printed: Kevin Jefferies

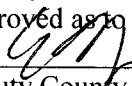
Title: Vice President/Administrator

Title: Chairman, Board of Supervisors

Date: 7/2/19

Date: 6/28/19

COUNTY COUNSEL

Gregory P. Priamos
Approved as to Form
By 
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Loma Linda University Behavioral Medicine Center
PROGRAM NAME: Managed Care-IMD Excluded
DEPARTMENT ID: 4100208313-83950-530280

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, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - ☒ The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - ☐ One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - ☐ Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein 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). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.
 - ☐ The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.
 - ☐ The final year-end settlement for ancillary, start-up or flexible spending categories shall be based on actual allowable cost, less revenue collected.
4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$867,000 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.

D. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 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 providing and billing for services in order to ensure proper billing of Medi-Cal.
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 Medi-Cal as payor of last resort.
4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.
6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost

documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.

8. If and when applicable, all other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
10. 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 each fiscal year Agreement period of performance.
11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

E. 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 prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, 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 and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.

F. 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 University Health System - Behavioral Health.

G. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), COUNTY Program Monitoring, Federal or State Audit, 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 payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. 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 G-1 and G-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and approved by RUHS-BH Inpatient Quality Improvement program.
5. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.

H. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
 - ☐ Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - ☐ Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - ☐ Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, 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 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training 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. Annual attendance at the

training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements 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 H, 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 extensions 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.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Agreement Client Ancillary 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).

I. BANKRUPTCY:

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

J. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this Agreement is terminated in accordance with Section XXVI, TERMINATION PROVISIONS, the 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. If applicable 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 sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.

4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team 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 CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payments until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

**FY 2018/19 SCHEDULE I
MENTAL HEALTH**

CONTRACTOR NAME: LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER

DBA:

PROGRAM NAME: MANAGED CARE-IMD EXCLUDED

DEPT ID/PROGRAM: 4100208313 - 83950 - 530280

REGION/POPULATION: N/A

MONTHLY REIMBURSEMENT: NEGOTIATED RATE

YEAR END SETTLEMENT: NEGOTIATED RATE

| TYPE OF MODALITY | | | | |
|--|--|--|---|--------------------------|
| Inpatient Mental Health Services | | | TOTAL | |
| RU#(s): | | | 33OSIE | |
| MODE OF SERVICE: | | | 5 (Inpatient Services) | 15 (Outpatient Services) |
| SERVICE FUNCTION: | | | 10-18 (24-Hour Hospital Inpatient Services) | |
| PROCEDURE CODES: | | | 102 | |
| UNIT MEASUREMENT: | | | BED-DAY | |
| NUMBER OF UNITS: | | | 1156 | 0 |
| COST PER UNIT *: | | | \$750 | \$0 |
| GROSS COST : | | | \$867,000 | \$0 |
| | | | | \$867,000 |
| LESS REVENUES COLLECTED BY CONTRACTORS: | | | | |
| A. PATIENT FEES | | | 0 | 0 |
| B. OTHER | | | 0 | 0 |
| TOTAL CONTRACTOR REVENUES | | | 0 | 0 |
| MAXIMUM OBLIGATION | | | \$867,000 | \$0 |
| SOURCES OF FUNDING FOR MAXIMUM OBLIGATION: | | | | % |
| A: MEDI/CAL FFP | | | 0 | 0 |
| B: FEDERAL FUNDS | | | 0 | 0 |
| C: REALIGNMENT FUNDS | | | \$867,000 | \$0 |
| D: STATE FUNDS | | | \$0 | \$0 |
| E: COUNTY FUNDS | | | 0 | 0 |
| F: OTHER: | | | 0 | 0 |
| TOTAL (ALL FUNDING SOURCES) | | | \$867,000 | \$0 |
| | | | | \$867,000 |
| | | | | 100% |

FUNDING SOURCES DOCUMENT:

MHP 2018/2019

ADMIN SVCS ANALYST SIGNATURE:

DATE: 7/10/19

FISCAL SERVICES SIGNATURE:

DATE:

FY 2018/2019
SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND

Vista Behavioral Hospital, LLC, DBA-Pacific Grove Hospital, Inc.

That certain agreement between the County of Riverside (COUNTY) and Vista Behavioral Hospital, LLC, DBA-Pacific Grove Hospital, Inc., a Delaware Limited Liability Company, originally approved by the Procurement Contract Specialist on July 11, 2018; amended for the first time by the Procurement Specialist on April 22, 2019; and is hereby amended for the second time for FY 18/19, effective July 1, 2018, and shall continue to June 30, 2019 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 \$565,335 to \$1,210,995 for FY 2018/2019.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2018/2019.

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, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
RUHS-Behavioral Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Vista Behavioral Hospital, LLC
DBA-Pacific Grove Hospital, Inc.

COUNTY OF RIVERSIDE:

Signed: _____

Signed: _____

Printed: ~~Nelson Smith~~ SAND N. PT

Printed: Kevin Jefferies

Title: CEO

Title: Chairman, Board of Supervisors

Date: 06/25/2019

Date: 6/25/19

COUNTY COUNSEL

Gregory P. Priamos
Approved as to Form
By GP
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Vista Behavioral Hospital , LLC
DBA: Pacific Grove Hospital, Inc.
PROGRAM NAME: Managed Care-IMD Excluded
DEPARTMENT ID: 4100208927-83950-530280

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, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - ☒ The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - ☐ One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - ☐ Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein 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). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.
 - ☐ The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ 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; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
 - ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

- ☐ The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
 - ☐ The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2018/2019 shall be \$1,210,995 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.

D. MEDI-CAL (M/C):

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

E. LOCAL MATCH REQUIREMENTS:

- ☐ If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.

F. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 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 providing and billing for services in order to ensure proper billing of Medi-Cal.
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 Medi-Cal as payor of last resort.

4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.
6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 **OR** to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
10. 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 each fiscal year Agreement period of performance.
11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. 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 prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by

the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, 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 and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

H. 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 Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, 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 payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. 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 I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the

COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

- a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, 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. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
 6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
 7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.
 9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges

any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
 - ☐ Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - ☐ Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - ☐ Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, 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 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training 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. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements 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 I, 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 or extensions 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 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.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary 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).

K. BANKRUPTCY:

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

L. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the 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 sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.
4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team 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 CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

M. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

N. FURNISHINGS AND EQUIPMENT

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
3. **DISPOSAL:** Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. **CAPITAL ASSETS:**
 - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

**FY 2018/19 SCHEDULE I
MENTAL HEALTH**

CONTRACTOR NAME: VISTA BEHAVIORAL HOSPITAL, LLC

DBA: PACIFIC GROVE HOSPITAL, INC.

PROGRAM NAME: MANAGED CARE-IMD EXCLUDED

DEPT ID/PROGRAM: 4100208927- 83950 - 530280

REGION/POPULATION: N/A

MONTHLY REIMBURSEMENT: NEGOTIATED RATE

YEAR END SETTLEMENT: NEGOTIATED RATE

| TYPE OF MODALITY | Inpatient Mental Health Services | | TOTAL | |
|--|---|--------------------------|----------------|------|
| RU#(s): | 33OCIE | | | |
| MODE OF SERVICE: | 5 (Inpatient Services) | 15 (Outpatient Services) | | |
| SERVICE FUNCTION: | 10-18 (24-Hour Hospital Inpatient Services) All Inclusive | | | |
| PROCEDURE CODES: | 102 | | | |
| UNIT MEASUREMENT: | BED-DAY | | | |
| NUMBER OF UNITS: | 1583 | 0 | | |
| COST PER UNIT *: | \$765.00 | \$0.00 | | |
| GROSS COST : | \$1,210,995 | \$0.00 | \$1,210,995 | |
| | | | | |
| LESS REVENUES COLLECTED BY CONTRACTORS: | | | | |
| A. PATIENT FEES | 0 | 0 | 0 | |
| B. OTHER | 0 | 0 | 0 | |
| TOTAL CONTRACTOR REVENUES | 0 | 0 | 0 | |
| MAXIMUM OBLIGATION | \$1,210,995.00 | \$0.00 | \$1,210,995.00 | |
| SOURCES OF FUNDING FOR MAXIMUM OBLIGATION: | | | | % |
| A: MEDICAL FFP | 0 | 0 | 0 | |
| B: FEDERAL FUNDS | 0 | 0 | 0 | |
| C: REALIGNMENT FUNDS | \$1,210,995.00 | \$0.00 | \$1,210,995.00 | 100% |
| D: STATE FUNDS | \$0 | \$0 | \$0 | |
| E: COUNTY FUNDS | 0 | 0 | 0 | |
| F: OTHER: | 0 | 0 | 0 | |
| TOTAL (ALL FUNDING SOURCES) | \$1,210,995.00 | \$0.00 | \$1,210,995.00 | 100% |

FUNDING SOURCES DOCUMENT:

MHP 2018/2019

ADMIN SVCS ANALYST SIGNATURE:

Date: 6/6/19

FISCAL SERVICES SIGNATURE:

Date: 6/6/19

VISTA BEHAVIORAL HOSPITAL
PACIFIC GROVE HOSPITAL - IMD EXCLUDED
DEPT ID: 4100208927.83950.530280
CONTRACT ID: MHARC-94846-003-06/19

| Date | Description | Amount | PMT Date | Clear Date | Voucher | RU# |
|------------|---------------|------------------------|----------|------------|----------|---------------------------|
| 9/13/2018 | JULY2 | 58,610.00 | 09/20/18 | 09/20/18 | 00235361 | 33OCIE 7/2/18 - 7/31/18 |
| 9/25/2018 | AUGUST | 56,610.00 | 10/01/18 | 10/01/18 | 00235745 | 33OCIE 7/13/18 - 8/20/18 |
| 11/19/2018 | SEPTEMBER (B) | 33,660.00 | 11/30/18 | 11/30/18 | 00237746 | 33OCIE 7/13/18 - 9/30/18 |
| 11/20/2018 | OCTOBER-1 | 60,965.00 | 12/03/18 | 12/03/18 | 00237859 | 33OCIE 8/1/18 - 10/1/18 |
| 12/17/2018 | November-1 | 60,435.00 | 12/31/18 | 12/31/18 | 00239006 | 33OCIE 9/4/18 - 11/4/18 |
| 1/22/2019 | December-1 | 91,800.00 | 01/30/19 | 01/30/19 | 00240322 | 33OCIE 8/20/18 - 12/11/18 |
| 2/19/2019 | January-1 | 169,065.00 | | PROCESSING | 33OCIE | 9/26/18 - 1/9/19 |
| 3/12/2019 | January | 244,035.00 | | PROCESSING | 33OCIE | 10/24/18 - 1/31/19 |
| 3/31/2019 | March -1 | 235,620.00 | | PROCESSING | 33OCIE | 11/1/18-3/31/19 |
| | | \$ 1,010,800.00 | | | | |

Required Funds for FY 2018-2019 445,465.00
Projection for May and June 2019 200,195.00 (Average 2 Month Billing Projection \$100,097)
Original IMD Amount (565,335.00)

\$ 1,210,995.00 FY 2018-2019 Total Funds

VISTA BEHAVIORAL HOSPITAL
PACIFIC GROVE HOSPITAL - INDIGENT
DEPT ID: 4100208791.83950.530280
CONTRACT ID: MHARC-94846-001-06/19

| Date | Description | Amount | PMT Date | Clear Date | Voucher | RU# |
|------------|---------------|---------------------|----------|------------|----------|--------|
| 11/19/2018 | SEPTEMBER (A) | 7,650.00 | 11/30/18 | 11/30/18 | 00237744 | 33OC00 |
| 11/29/2018 | OCTOBER | 6,120.00 | 12/05/18 | 12/05/18 | 00238142 | 33OC00 |
| 12/19/2018 | November (A) | 5,355.00 | 01/04/19 | 01/04/19 | 00239153 | 33OC00 |
| 1/22/2019 | December | 3,060.00 | 01/30/19 | 01/30/19 | 00240323 | 33OC00 |
| 2/26/2019 | January | 6,120.00 | 03/04/19 | 03/04/19 | 00241398 | 33OC00 |
| | | \$ 28,305.00 | | | | |
| 3/14/2019 | February (B) | 15,300.00 | | PROCESSING | | |
| 3/31/2019 | March - 2 | 5,355.00 | | PROCESSING | | |
| | | \$ 20,655.00 | | | | |

Total Invoices 48,960.00

Available Funds FY 2018-2019 (48,960.00)

**FY 2018/2019
FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND**

UHS-Corona, Inc. dba Corona Regional Medical Center

That certain agreement between the County of Riverside (COUNTY) and UHS-Corona, Inc. dba Corona Regional Medical Center, a Delaware Corporation, (Formerly known as Corona Regional Medical Center) originally approved by the Purchasing Agent on August 11, 2018; is hereby amended for the first time for FY 2018/2019 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 \$53,400 to \$143,290 for FY 2018/2019.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2018/2019.

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, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
RUHS-Behavioral Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: UHS-Corona, Inc.
Dba Corona Regional Medical Center

COUNTY OF RIVERSIDE:

Signed: 

Signed: 

Printed: DAVID ALEXANDER

Printed: Kevin Jefferies

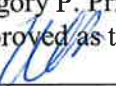
Title: S. VP FINANCE

Title: Chairman, Board of Supervisors

Date: 9/3/19

Date: 10/9/19

COUNTY COUNSEL

Gregory P. Priamos
Approved as to Form
By 
Deputy County Counsel

ATTEST:

KEQIA R. HARPER, Clerk

By 
DEPUTY

6.25.19 3.33

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: UHS-Corona, Inc.
DBA: Corona Regional Medical Center
PROGRAM NAME: Managed Care-Indigent
DEPARTMENT ID: 4100208579-83950-530280

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, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 - ☒ The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 - ☐ One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 - ☐ Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein 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). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.
 - ☐ The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ 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; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - ☐ The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
 - ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

- ☐ The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
- ☐ The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.
- B. MAXIMUM OBLIGATION:**
COUNTY'S maximum obligation for FY 2018/2019 shall be \$143,290 subject to availability of applicable Federal, State, local and/or COUNTY funds.
- C. BUDGET:**
Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.
- D. MEDI-CAL (M/C):**
1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State.
 2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).
- E. LOCAL MATCH REQUIREMENTS:**
- ☐ If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.
- F. REVENUES:**
As applicable:
1. Pursuant to the provisions of Sections 4025, 5717 and 14705 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 providing and billing for services in order to ensure proper billing of Medi-Cal.
 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 Medi-Cal as payor of last resort.

4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.
6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
10. 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 each fiscal year Agreement period of performance.
11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. 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 prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by

the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, 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 and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

H. 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 Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, 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 payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. 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 I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the

COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

- a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, 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. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
 6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
 7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.
 9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges

any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

J. COST REPORT:

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

☐ Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

☐ Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

☐ Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, 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 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training 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. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements 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 I, 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 or extensions 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 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.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary 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).

K. BANKRUPTCY:

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

L. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the 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 sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.
4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team 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 CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

M. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

N. FURNISHINGS AND EQUIPMENT

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
3. **DISPOSAL:** Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. **CAPITAL ASSETS:**
 - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

**FY 2018/19 SCHEDULE I
MENTAL HEALTH**

CONTRACTOR NAME: UHS-CORONA, INC.

DBA: CORONA REGIONAL MEDICAL CENTER

PROGRAM NAME: MANAGED CARE-INDIGENT

DEPT ID/PROGRAM: 4100208579 - 83950- 530280

REGION/POPULATION: N/A

MONTHLY REIMBURSEMENT: NEGOTIATED RATE

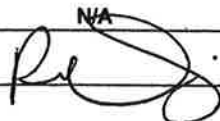
YEAR END SETTLEMENT: NEGOTIATED RATE

| TYPE OF MODALITY | Inpatient Mental Health Services | | | TOTAL | |
|--|--|---------------------------|-----|-----------|------|
| RU#(s): | 33MQ00 | | | | |
| MODE OF SERVICE: | 5 (Inpatient Services) | 5 (Inpatient Services) | | | |
| SERVICE FUNCTION: | 10-18 (24-Hour Hospital Inpatient Services) | | | | |
| PROCEDURE CODES: | 102 | | | | |
| UNIT MEASUREMENT: | BED-DAY | | | | |
| NUMBER OF UNITS: | 161 | 0 | 0 | | |
| COST PER UNIT *: | \$890 | \$0 | \$0 | | |
| GROSS COST : | \$143,290 | \$0 | \$0 | \$143,290 | |
| | | | | | |
| LESS REVENUES COLLECTED BY CONTRACTORS: | | | | | |
| A. PATIENT FEES | 0 | 0 | 0 | 0 | |
| B. OTHER | 0 | 0 | 0 | 0 | |
| TOTAL CONTRACTOR REVENUES | 0 | 0 | 0 | 0 | |
| MAXIMUM OBLIGATION | \$143,290 | \$0 | \$0 | \$143,290 | |
| SOURCES OF FUNDING FOR MAXIMUM OBLIGATION: | | | | | |
| A: MEDI/CAL FFP | 0 | 0 | 0 | 0 | |
| B: FEDERAL FUNDS | 0 | 0 | 0 | 0 | |
| C: REALIGNMENT FUNDS | \$143,290 | \$0 | \$0 | \$143,290 | 100% |
| D: STATE FUNDS | \$0 | \$0 | \$0 | \$0 | |
| E: COUNTY FUNDS | 0 | 0 | 0 | 0 | |
| F: OTHER: | 0 | 0 | 0 | 0 | |
| TOTAL (ALL FUNDING SOURCES) | \$143,290 | \$0 | \$0 | \$143,290 | 100% |

FUNDING SOURCES DOCUMENT:

N/A

ADMIN SVCS ANALYST SIGNATURE:



Date: 6/26/19

FISCAL SERVICES SIGNATURE:

Date: