

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

410



FROM: Department of Mental Health

SUBMITTAL DATE:

January 27, 2011

SUBJECT: Approve the Contract Amendment with the Boys and Girls Club of Coachella Valley.

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

1. Approve the Contract Amendment between the Riverside County Department of Mental Health and Boys and Girls Club of Coachella Valley
2. Authorize the Chairman of the Board of Supervisors to sign the Contract Amendment with Boys and Girls Club of Coachella Valley, Inc. to provide primary prevention services;
3. Authorize the Riverside County Purchasing Agent to increase, decrease, amend this contract for up to 10% of the approved contract amount while staying within the previously Board approved aggregate amount of \$11,495,859, and annually renew this Agreement through June 30, 2013.

BACKGROUND: On June 2, 2009, Agenda Item 3.58, the Riverside County Board of Supervisors approved Negotiated Net Amount (NNA) and Drug Medi-Cal (DMC) contracts for FY 09/10, and authorized the Purchasing Agent to add new contracts not to exceed \$100,000 while staying in the Board approved amount of \$11,495,859. (Continued on Page 2)

JW:CW

[Signature]
Jerry Wengert, Director
Department of Mental Health

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 250,725	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100 % Federal

Positions To Be Deleted Per A-30	☐
Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Debra Courmoyer

County Executive Office Signature

☒ Policy
☒ Policy
☐ Consent
☐ Consent

Dep't Records
 WITH THE CLERK OF THE BOARD
 Per Exec. Ofc.

SUBJECT: Approve the Contract Amendment with the Boys and Girls Club of Coachella Valley

BACKGROUND (CONTINUED):

Since the previous Board of Supervisors' approval, the Riverside County Department of Mental Health's (RCDMH) Substance Abuse Program has identified an increased need for prevention services in the desert region. The RCDMH Substance Abuse Program, as a requirement of its Federal Block Grant funds, must provide primary prevention services throughout the County of Riverside. The Boys and Girls Club of Coachella Valley was added as a new primary prevention contractor in FY 09/10 as authorized by the Board of Supervisors on June 2, 2009, Agenda Item 3.58, to provide prevention services to school age youth in the desert region. This contract was subsequently renewed for FY 10/11. Upon review of the contractor's utilization, an increase in the target population served in the previous fiscal year was identified and, the RCDMH Substance Abuse Program has therefore determined that there is a need to increase this provider's current contract agreement from \$100,000 to \$250,725 in order to continue to meet the goals and requirements of its SAPT Prevention Federal Block Grant funding. Therefore, the RCDMH is requesting that the Board of Supervisors approve the agreement amendment with the Boys and Girls Club of Coachella Valley in order for this organization to continue to provide primary prevention services for FY 10/11.

FINANCIAL IMPACT:

The agreement amendment amount for the Boys and Girls Club of Coachella Valley is \$250,725 for FY 10/11. There are sufficient funds in the department's budget for FY 10/11 to provide for this agreement amendment, and no additional County funds are required.

PERFORMANCE PERIOD:

This agreement amendment is effective from August 18, 2010 through June 30, 2011. The agreement may be renewed annually through June 30, 2013, and contains termination provisions in case of unavailability of any applicable Federal, State and/or County funds.

JUSTIFICATION FOR DELAY:

The RCDMH received the signed contract amendment back from the provider on December 15, 2010; and is now prepared to go to the Board of Supervisors for approval and signature of the amendment.

FIRST AMENDMENT TO THE AGREEMENT

WITH

BOYS AND GIRLS CLUB OF COACHELLA VALLEY - PREVENTION

That certain agreement between the County of Riverside (COUNTY) and BOYS AND GIRLS CLUB OF COACHELLA VALLEY (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on June 1, 2010 for FY 2009/2010; renewed by the Purchasing Agent on August 17, 2010 for FY 2010/2011; and is hereby amended for the first time for FY 2010/2011, effective August 18, 2010 through June 30, 2011, as follows:

- To rescind Exhibit C in its entirety and replace with the new, attached Exhibit C, to increase the maximum obligation amount for FY 2010/2011 from \$100,000 to \$250,725.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I.

All other provisions 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
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: BOYS AND GIRLS CLUB

COUNTY OF RIVERSIDE:

Signed:  _____

Chairman, Board of Supervisors

Printed: Quinton Egson _____

Date: January 11, 2011 _____

ATTEST: Kecia Harper-Ihem, CLERK

Title: Chief Professional Officer _____

Deputy

Date: _____

COUNTY COUNSEL

PAMELA J. WALLS
Approved as to Form

By  1/11
Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **BOYS AND GIRLS CLUB- PREVENTION**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this AGREEMENT, CONTRACTOR shall receive monthly reimbursement at one-twelfth (1/12th) of the contract maximum obligation as specified in the Schedule I as attached hereto and by this reference incorporated herein, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. Contractor shall provide the COUNTY with the appropriate CalOMS Prevention printout for services providing during the applicable billing period.
3. The final year-end settlement for non Medi-Cal services shall be based on the Actual Cost, multiplied by the actual number of units, less revenue collected. The final year-end settlement for Medi-Cal services shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided, the State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever is lower, less revenue collected. The combined final year-end settlement for Medi-Cal and non Medi-Cal services shall not exceed

1 the maximum obligation of the COUNTY as specified herein, and the applicable
2 maximum reimbursement rates promulgated each year by the State.

3
4 B. MAXIMUM OBLIGATION:

5 COUNTY'S maximum obligation prevention services for fiscal year 2010/2011 shall
6 be \$250,725 subject to availability of Federal, State, and local funds.

7 C. BUDGET:

8 Schedule I presents for planning purposes the budgetary details pursuant to this
9 Agreement. Schedule I contains the CALOMS number, the reporting unit (RU), the
10 mode(s) of service, the service function(s), units, revenues received, maximum
11 obligation, and source of funding pursuant to this Agreement. Funding for services is
12 identified in the Schedule I. Federal Funding in part includes; Substance Abuse
13 Prevention and Treatment # 93.959, and Federal Financial Participation (FFP)
14 #93.778.

15 D. REALLOCATION OF FUNDS:

- 16
17 1. No categorical funds allocated for any Mode of Service as designated in
18 Schedule I may be reallocated to another Mode of Service unless written
19 approval is given by the Substance Abuse Program Services Administrator or
20 designee prior to the end of either the Contract Period of Performance, or
21 Fiscal Year (June 30th). Approval shall not exceed the maximum obligation.
- 22 2. In addition, CONTRACTOR may not, under any circumstances and without
23 prior approval and/or written consent from the Program Administrator and
24 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds,
25 services, mode of services, and/or procedure codes as designed in the Schedule
26 I that are defined as non-billable by the COUNTY, State or Federal
27 governments from or to funds, services, mode of services and/or procedure
28 codes that are defined as billable by the COUNTY, State or Federal

1 governments.

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

6 E. RECOGNITION OF FINANCIAL SUPPORT:

7 CONTRACTOR'S stationery/letterhead shall indicate that funding for the
8 program is provided in whole or in part by the County of Riverside
9 Department of Mental Health Substance Abuse programs.
10

11 F. PAYMENT:

- 12 1. Monthly reimbursements may be withheld at the discretion of the Director or
13 its designee due to material contract non-compliance, including audit
14 disallowances and/or adjustments or disallowances resulting from the
15 COUNTY Contract Monitoring Review (CMT), the Annual Program
16 Monitoring and/or the Cost Report Reconciliation/Settlement Process.
17
18 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
19 Reconciliation/Settlement processes, the COUNTY reserves the right to
20 perform periodic service deletes and denial monitoring for this agreement
21 throughout the fiscal year in order to minimize and/or potentially prevent
22 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
23 withhold and/or offset invoices and/or monthly reimbursements to
24 CONTRACTOR, at any time without prior notification to CONTRACTOR,
25 for service deletes and denials that may occur in association with this
26 agreement. COUNTY shall notify CONTRACTOR of any such instances of
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1 services deletes and denials and subsequent withholds and/or reductions to
2 CONTRACTOR invoices or monthly reimbursements.

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4 3. CONTRACTOR shall submit a monthly invoice for payment and a quarterly
5 report to COUNTY program with invoice describing outcomes, and progress
6 updates and services delivered based on the contract's Exhibit A, "Scope of
7 Services".

8
9 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
10 CONTRACTOR shall be paid in arrears based upon the actual units of
11 services provided and entered into the COUNTY'S specified Data Collection
12 System. CONTRACTOR will submit a claim on their organization's
13 stationery, which must include at a minimum the CONTRACTOR'S name,
14 invoice mailing address and telephone number, summarizing the dollar
15 amount specified in the applicable COUNTY specified Data Collection
16 System Report (currently the final DAS 952) and a signed "Certification of
17 Claims and Program Integrity" form (PIF). The summary page of the
18 monthly, final applicable Data Collection System Report (currently the final
19 DAS 952) and the PIF form must be attached to the CONTRACTOR
20 invoice. Failure to attach the monthly, final summary page of the applicable
21 Data Collection System Report, the Certification of Claims and the signed
22 PIF, will delay payment to the CONTRACTOR until the required documents
23 are provided. The claim must be approved and signed by the Director or an
24 authorized designee of the CONTRACTOR. Monthly claims shall be
25 submitted to the appropriate Program or Regional Manager of the
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COUNTY'S Department of Mental Health, no later than the tenth (10th) working day of each month.

5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.

6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the invoice is received by the applicable COUNTY Program/Region.

G. 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 CALOMS number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within thirty-two (32) calendar days following the end of each fiscal year (June 30), the expiration or termination of the contract which ever occurs first. 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. Final payment to CONTRACTOR shall not be made by COUNTY until the final current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR and received and approved by the COUNTY.
2. CONTRACTOR shall use OMB circular A-122 to formulate proper cost allocation methods and distribute costs between County and non-County programs.
3. CONTRACTOR is required to send one representative to the cost report training annually held by COUNTY regarding preparation of the year-end

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

- 5
6 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report
7 has not been received within thirty-two (32) calendar days after the end of the
8 COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two
9 (32) calendar day time frame, future monthly reimbursements will be withheld
10 until the COUNTY is in possession of a completed Cost Report.

11 Future monthly reimbursements will be withheld if the Cost Report contains
12 errors which are not corrected within 10 calendar days of written or verbal
13 notification from the COUNTY. Failure to meet any pre-approved deadline
14 extension will immediately result in the withholding of future monthly
15 reimbursements.

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

- 21
22 6. All current and/or future contract service payments to CONTRACTOR will
23 be withheld by the COUNTY until the final current and prior year Cost
24 Report (s) have been reconciled, settled and signed by CONTRACTOR, and
25 received and approved by the COUNTY.
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1 H. COST REPORT SETTLEMENT:

2 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as
3 per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,
4 Health Maintenance Costs, and Flexible funding costs under this agreement on the
5 annual cost report. Where deemed applicable, Actual Costs for Indirect
6 Administrative Expenses shall not exceed the amount of the percentage of cost as
7 submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-
8 end settlement shall not exceed the Contract Maximum Obligation, less revenue, less
9 payment received, up to the Maximum Obligation as stated in section B above.
10

11 I. AUDITS:

- 12 1. CONTRACTOR agrees that any duly authorized representative of the
13 Federal Government, the State or COUNTY shall have the right to audit,
14 inspect, excerpt, copy or transcribe any pertinent records and documentation
15 relating to this Agreement or previous Agreements in previous years.
16
- 17 2. The COUNTY will conduct an Annual Program Monitoring Review and/or
18 Contract Monitoring Review (CMT). Upon completion of monitoring,
19 CONTRACTOR will be mailed a report summarizing the results of the site
20 visit. A corrective Plan of Action will be submitted by CONTRACTOR
21 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S
22 failure to respond within thirty (30) calendar days will result in withholding
23 of payment until the corrective plan of action is received. CONTRACTOR'S
24 response shall identify time frames for implementing the corrective action.
25 Failure to provide adequate response or documentation for this or previous
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1 year's Agreements may result in contract payment withholding and/or a
2 disallowance to be paid in full upon demand.

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4 3. If this contract is terminated in accordance with Section XXVI,
5 TERMINATION PROVISIONS, COUNTY, Federal and/or State
6 governments may conduct a final audit of the CONTRACTOR. Final
7 reimbursement to CONTRACTOR by COUNTY shall not be made until all
8 audit results are known and all accounts are reconciled. Revenue collected
9 by CONTRACTOR during this period for services provided under the terms
10 of this Agreement will be regarded as revenue received and deducted as such
11 from the final reimbursement claim.

12
13 4. Any Audit exception resulting from an audit conducted by any duly
14 authorized representative of the Federal Government, the State or COUNTY
15 shall be the responsibility of the CONTRACTOR. Any audit disallowance
16 adjustments may be paid in full upon demand or withheld at the discretion of
17 the Director of Mental Health against amounts due under this Agreement or
18 Agreement(s) in subsequent years.

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20 J. BANKRUPTCY:

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

1 K. DATA ENTRY:

- 2 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
3 Collection System to comply with Federal, State and/or local funding and
4 service delivery requirements; CONTRACTOR will, therefore, be
5 responsible for attending and receiving COUNTY training associated with,
6 but not limited to, applicable service data entry, billing and invoicing, and
7 learning how to appropriately and successfully utilize and/or operate the
8 current and/or upgraded Data Collection System as specified for use by the
9 COUNTY under this agreement. The COUNTY will notify the
10 CONTRACTOR when such training is required and available. In the event
11 the COUNTY'S specified Data Collection System changes prior to a new
12 fiscal year, COUNTY shall notify CONTRACTOR and provide immediate
13 instructions and make subsequent arrangements to facilitate such a change.
14
15 2. CONTRACTOR is required to enter all units of services into the
16 COUNTY'S specified Data Collection System for the prior month no later
17 than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry
18 of services into the COUNTY'S specified Data Collection System may result
19 in financial and/or service disallowances to the CONTRACTOR.
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26 Rev: 10/11 CW
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**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: Boys and Girls Club of Coachella Valley

FISCAL YEAR: 2010/2011

NEGOTIATED RATE ()	ACTUAL COST (XX)	FIRST AMENDMENT	
DEPT. ID / PROGRAM 4100514235/ 55600			TOTAL: \$250,725

CALOMS#	336106	336107	
SYSTEM #	336106	336107	
TYPE OF MODALITY	ENVIRONMENTAL PREVENTION PROGRAM	DESERT REGION FNL PROGRAM	
MODE OF SERVICE:	20	20	
SERVICE FUNCTION:	12,13,14,16,17	12,13,14,16,17	
SERVICE TYPE: M/C, NON M/C	Non-M/C	Non-M/C	
PROCEDURE CODE	861,862,864,865,866	861,862,864,865,866	
NUMBER OF UNITS:	1,714	5,786	7,500
COST PER UNIT:	\$33.43	\$33.43	
GROSS COST:	\$57,299	\$193,426	\$250,725

FUNDING CODE			
PROGRAM CODE			
SERVICE CODE			
UNIT REIMBURSEMENT	HOUR	HOUR	
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. PATIENT FEES			0
B. PATIENT INSURANCE			
C. OTHER	0	0	0
TOTAL CONTRACTOR REVENUES	0	0	
MAXIMUM OBLIGATION	\$57,299	\$193,426	\$250,725

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDI-CAL/FFP	\$0	\$0	\$0	0.00%
B. FEDERAL FUNDS	\$0	\$0	\$250,725	100.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0	\$0	0.00%
F. OTHER:	\$0	\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)	\$0	\$0	\$250,725	100.00%

FUNDING SOURCES DOCUMENT: Schedule of Funding Source: FY 10/11 Preliminary V.O. Prevention Only

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

24-Nov-10 09:16 AM