

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

350



SUBMITTAL DATE:
June 17, 2010

FROM: Director of Mental Health

SUBJECT: Ratify the FY 2009/2010 Department of Mental Health's (DOMH) In-State Children's Program Mental Health Agreement Amendments.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify the Four (4) Agreement Amendments for Children's Mental Health Services as specified in Attachment A for FY 2009/2010 ;
2. Authorize the Chairman of the Board to sign the four (4) Agreement Amendments;
3. Authorize the Riverside County Purchasing Agent to add new contract providers up to \$100,000, while staying within the previously approved aggregate amount for In-State Children's Provider Contracts of \$13,738,970 without securing competitive bids in accordance with County Ordinance 459; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, amend, and annually renew all the In-State Children's agreements with new and existing Providers as listed in Attachment A up to the previously approved aggregate amount of \$13,738,970 for In-State Children's Provider Contracts through June 30, 2013.

BACKGROUND: On July 29, 2008, Agenda Item 3.96, the Board of Supervisors approved the Department of Mental Health's (DOMH) utilization of In-State Children's Services Contracts as specified in Attachment A to provide various mental health services during FY 2008/2009 for an approved aggregate amount of \$13,738,970; and authorized the Riverside Purchasing Agent to increase, decrease and amend these agreements through June 30, 2013. (Continued on page 2)

JW:DF

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 13,738,970	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: See Attachment A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer
County Executive Office Signature

DEPT. RECOMM.: PER EXEC. OFC.:
 CONSENT: CONSENT:
 POLICY: POLICY:
 PURCHASING: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD:
 MARK SALTER, ASSISTANT DIRECTOR
 DEPARTMENTAL CONCURRENCE
 MARCHAL VICTOR
 6/14/10
 DATE
 FORM APPROVED COUNTY COUNSEL

SUBJECT: Ratify the FY 2009/2010 Department of Mental Health (DOMH) In-State Children's Program Mental Health Agreement Amendments.

BACKGROUND (continued):

However, due to a recent increase in In-State residential placements for Children's Program services towards the end of FY 2009/2010, the DOMH is requesting that the Board of Supervisors sign the four (4) agreement amendments as outlined in attachment A in excess of \$100,000 to increase In-State Children's Program service placements; and authorize the DOMH to continue contracting with the existing providers, also specified in Attachment A, for the previously approved aggregate amount of 13,378,970 for FY 2009/2010 through June 30, 2013.

The DOMH Children's contracts are for mental health services provided to eligible youth between the ages of 0-18, which may include Therapeutic Behavioral Services (TBS) to residential placement in group homes. The DOMH is required to provide TBS as a result of a court order issued in May 1999 by the U. S. District Court of Central California requiring Medi-Cal to reimburse TBS as an Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) supplemental mental health service. These services are intended to provide the child/youth with skills to effectively manage the behavior or system that is a barrier to achieving residence in the lowest appropriate level

PERIOD OF PERFORMANCE:

The specified Children's Services Contracts have a period of performance of July 1, 2009 to June 30, 2010, and may be renewed annually through June 30, 2013. Each contract has a termination provision that may be exercised upon availability of Federal, State or County funds.

FINANCIAL IMPACT:

Attachment A provides the funding sources and maximum contract amount for each Children's Services contract. Funding for these contracts is budgeted in the DOMH's FY 2009/2010 budget. No additional County funds are required.

**ATTACHMENT A
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
MAXIMUM CONTRACT AMOUNT, FY 2009/2010**

Four (4) Amendments for FY 2009/2010 Central Children's Contracts for Board Approval

Contractor	Contract Amount
Rebekah Children's Services	\$ 101,162
Seneca Center	\$ 100,193
Victor Treatment	\$ 130,501
Vista Del Mar	\$ 100,375
Total	\$ 432,231

FY 2009/2010 Previously Approved Central Children's Contracts

Contractor	Contract Amount
Charis	\$ 99,033
Charlee	\$ 979,939
Family First	\$ 99,942
Hillview Acres	\$ 539,999
Kids First Foundation, Inc	\$ 99,998
Milhaus Services, Inc.	\$ 280,181
New Haven	\$2,343,560
Pacific Clinics	\$1,494,922
Promesa	\$ 86,400
River Oak	\$ 99,943
San Diego Center for Children	\$ 249,999
Starview Adolescent Center, Inc.	\$ 621,232
Sunbridge Harbor View	\$ 387,089
Victor Community	\$1,099,999
Total	\$8,482,236

FY 2009/2010 Previously Approved Western Children's Contracts

Contractor	Contract Amount
Carolyn E. Wylie Center	\$ 55,100
Family Service Association	\$ 234,524
Olive Crest	\$1,500,000
VCSS – FAST	\$ 774,622
VCSS – Lake Elsinore	\$1,886,700
Total	\$4,450,946

SUMMARY

Four (4) Amendment Contracts	\$ 432,231
Previously Approved Central Children's Contracts	\$ 8,482,236
Previously Approved Western Children's Contracts	\$ 4,450,946
Subtotal	\$ 13,365,413
Reserve	\$ 373,557
TOTAL	\$ 13,738,970

**FY 2009/2010
FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE AND
REBEKAH CHILDREN'S SERVICES
CENTRAL CHILDREN'S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Rebekah Children's Services (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on May 4, 2010 for FY 2009/2010; and is hereby amended for the first time for FY 2009/2010, effective June 1, 2010 through June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the County's maximum obligation increased from \$39,474 to \$101,162 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

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

COUNTY ADDRESS:

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

INFORMATION COPY:

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

CONTRACTOR

Rebekah Children's Services

Signed: *Marie Kaye Jordan*

Date: 6/16/10

Title: *Executive Director*

Address: 290 IOOF Avenue
Gilroy, CA 95020

COUNTY OF RIVERSIDE

Signed: _____

Marion Ashley, Chairman
Riverside County Board of Supervisors

Date: _____

COUNTY COUNSEL:

Pamela J. Walls
Approved as to Form

By: *Jane R. Mc* 6/16/10

Deputy County Counsel

Attest by: _____

Kecia Harper-Ihem, Clerk of the Board

Rev.04/16/09 dsf

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **REBEKAH CHILDREN'S SERVICES -
CENTRAL CHILDREN'S SERVICES**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in Schedule I, and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. 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, State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever is lower, less revenue collected.

B. MEDI-CAL RATES:

The CONTRACTOR acknowledges Medi-Cal rates are subject to annual adjustments mandated by the State. In the event the negotiated SD/MC rate exceeds the actual Cost per Unit or published rate, the guidelines for Medi-Cal Federal Financial Participation (FFP) giveback may apply per the State's cost report instruction manual.

C. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/2010 shall be \$101,162, subject to availability of Federal, State, and local funds.

D. BUDGET:

Schedule I presents for planning purposes the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the

1 service functions, units, revenues received, maximum obligation and source of funding
2 pursuant to this Agreement.

3 E. SHORT-DOYLE/MEDI-CAL:

- 4 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
5 shall comply with applicable Medi-Cal cost containment principles where
6 reimbursement is based on actual allowable cost, approved Medi-Cal rate, State
7 approved negotiated SD/MC rate or customary charges, whichever is lower as
8 specified in Title 19 of the Social Security Act, Title 22 of the California Code
9 of Regulations and policy letters issued by the State Department of Mental
10 Health.
- 11 2. The Short/Doyle Medi-Cal reimbursement is composed of Local Matching
12 Funds and Federal Financial Participation (FFP).

13 F. REVENUES:

- 14 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
15 Institutions Code, and as further contained in the State Department of Mental
16 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
17 the provision of the services described pursuant to Exhibit A. Such revenues
18 may include but are not limited to, fees for services, private contributions,
19 grants or other funds. All revenues received by CONTRACTOR shall be
20 reported in their annual Cost Report, and shall be used to offset gross cost.
- 21 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
22 Medicare or other third party benefits shall be determined by the
23 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
24 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
25 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
26 certified), then insurance and then first party.

- 1 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
2 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
3 the COUNTY within 30 days of receipt.
- 4 4. CONTRACTOR is obligated to collect from the client any Medicare co-
5 insurance and/or deductible if the site is Medicare certified, and to collect and
6 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
7 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
8 their annual liability. Medicare clients will be responsible for any co-insurance
9 and/or deductible for services rendered at Medicare certified sites.
- 10 5. All other clients will be subject to an annual sliding fee schedule by
11 CONTRACTOR for services rendered, based on the patient's/client's ability to
12 pay, not to exceed the CONTRACTOR'S actual charges for the services
13 provided. In accordance with the State Department of Mental Health's
14 Uniform Method of Determining Ability to Pay (UMDAP) Manual,
15 CONTRACTOR shall not be penalized for non-collection of revenues provided
16 that reasonable and diligent attempts are made by the CONTRACTOR to
17 collect these revenues. Past due patient/client accounts may not be referred to
18 private collection agencies. No patient/client shall be denied services due to
19 inability to pay.
- 20 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
21 CONTRACTOR'S published charges.

22 G. REALLOCATION OF FUNDS:

- 23 1. No funds allocated for any Mode of Service as designated in Schedule I may
24 be reallocated to another Mode of Service unless written approval is given by
25 the Program Manager prior to the end of either the Contract Period of
26 Performance or Fiscal year. Approval shall not exceed the maximum
27 obligation. Approval must be obtained prior to the end of the fiscal year (June
28 30th).

- 1 2. In addition, CONTRACTOR may not, under any circumstances and without
2 prior approval and/or written consent from the Program Manager and
3 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds,
4 services, mode of services, and/or procedure codes as designed in the Schedule
5 I that are defined as non-billable by the COUNTY, State or Federal
6 governments from or to funds, services, mode of services and/or procedure
7 codes that are defined as billable by the COUNTY, State or Federal
8 governments.
- 9 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
10 Exhibit C to another is prohibited without written approval from the Program
11 Manager prior to the end of either the Contract Period of Performance or Fiscal
12 year.

13 H. RECOGNITION OF FINANCIAL SUPPORT:

14 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
15 provided in whole or in part by the COUNTY of Riverside Department of Mental
16 Health.

17 I. PAYMENT:

- 18 1. Monthly reimbursements may be withheld at the discretion of the Director or its
19 designee due to material contract non-compliance, including audit
20 disallowances and/or adjustments or disallowances resulting from the COUNTY
21 Contract Monitoring Review (CMT), the Annual Program Monitoring and/or
22 Cost Report process.
- 23 2. Notwithstanding the provisions of Paragraph I-1 above, CONTRACTOR shall
24 be paid in arrears based upon the actual units of services provided and entered
25 into the COUNTY SPUDS and/or other required, COUNTY approved data
26 collection system. CONTRACTOR will submit a claim on their stationery,
27 which must include at a minimum the CONTRACTOR'S name, invoice mailing
28 address and telephone number, summarizing the dollar amount specified in the

1 MHS952 SPUDS report and a signed "Certification of Claims and Program
2 Integrity" form (PIF). The summary page of the MHS952 report and the PIF
3 form must be attached to the invoice. Failure to attach the summary page of the
4 report and the signed PIF, will delay payment until the documents are provided.
5 The claim must be approved and signed by the Director or its authorized
6 designee of the CONTRACTOR. Monthly claims shall be submitted to the
7 appropriate Program or Regional Manager of the COUNTY'S Department of
8 Mental Health, no later than the tenth (10th) working day of each month.

- 9 3. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
10 CONTRACTOR shall provide the COUNTY with all information necessary for
11 the preparation and audit of such billings.
- 12 4. CONTRACTOR shall submit a monthly report and invoice for payment,
13 describing outcomes, program updates and services delivered based on the
14 contract's Exhibit A, "Scope of Services".
- 15 5. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will be
16 paid by the COUNTY thirty (30) calendar days after the date the invoice is
17 received by the applicable COUNTY Program/Region.

18 J. COST REPORT:

- 19 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
20 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
21 Unit (RU) number, an annual Cost Report with an accompanying financial
22 statement and applicable supporting documentation to reconcile to the Cost
23 Report within forty-six (46) calendar days following the end of each fiscal year
24 (June 30), the expiration or termination of the contract which ever comes first..
25 The Cost Report shall detail the actual cost of services provided. The Cost
26 Report shall be provided in the format and on forms provided by the
27 COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY
28 until receipt of a properly prepared Cost Report.

- 1 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
2 allocation methods to distribute cost between COUNTY and non-COUNTY
3 programs.
- 4 3. CONTRACTOR shall send one representative to the training held by COUNTY
5 regarding preparation of the year-end Cost Report. The COUNTY will notify
6 CONTRACTOR of the date and time of the training. Attendance at the training
7 is necessary in order to ensure that the Cost Reports are completed
8 appropriately. Failure to attend this training may result in delay of payment.
- 9 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
10 has not been received within forty-six (46) calendar days after the end of the
11 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
12 (46)-calendar day time frame, future monthly reimbursements will be withheld
13 until the COUNTY is in possession of a completed cost report. Future monthly
14 reimbursements will be withheld if the Cost Report contains errors, which are
15 not corrected within ten (10) calendar days of written or verbal notification
16 from the COUNTY. Failure to meet any pre-approved deadline extension will
17 immediately result in the withholding of future monthly reimbursements.
- 18 5. The Cost Report shall serve as the basis for year-end settlement to
19 CONTRACTOR including a reconciliation and adjustment of all payments
20 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
21 payments made in excess of Cost Report settlement shall be repaid upon
22 demand, or will be deducted from the next payment to CONTRACTOR.
- 23 6. All current and/or future contract service payments to CONTRACTOR will be
24 withheld by the COUNTY until the final current and prior year Cost Report (s)
25 have been reconciled, settled and signed by CONTRACTOR, and received and
26 approved by the COUNTY.
27
28

1 K. BANKRUPTCY:

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

7 L. AUDITS:

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

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

9 M. DATA ENTRY:

- 10 1. CONTRACTOR is required to enter all units of services into the SPUDS
11 System for the prior month no later than 5:00 p.m. on the fifth (5th) working
12 day of the current month. Late entry of services into the SPUDS System may
13 result in financial and/or service disallowances.

14 ///

15 //

16 /

17 Rev. 051209 dk

18

19

20

21

22

23

24

25

26

27

28

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: REBEKAH CHILDREN SERVICES FISCAL YEAR: '0910
 NEGOTIATED RATE () ACTUAL COST (X) NEGOTIATED NET AMOUNT ()
 FISCAL RU NUMBER: 33EM01&02 DEPT. ID/PROGRAM: 4100207041/83550

	Day TX	Med Sppt			TOTAL	
MODE OF SERVICE:	10	15				
SERVICE FUNCTION:	85	60				
NUMBER OF UNITS	458	1753				
COST PER UNIT:	\$202.43	\$4.82				
GROSS COST:	\$92,713	\$8,449	\$0		\$101,162	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
MAXIMUM OBLIGATION	92,713	8,449	0	0	\$101,162	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE	46,356	4,225			\$50,581	50.00%
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS					0	
D. COUNTY FUNDS						
E. MEDI-CAL MATCHING FUNDS:						
1. _____	46,356	4,225			\$50,581	50.0%
2. _____					0	
F. OTHER: _____					0	100.00%
TOTAL (SOURCES OF FUNDING)	\$92,713	\$8,449	\$0	\$0	\$101,162	100.00%

FUNDING SOURCES DOCUMENT: _____

STAFF ANALYST SIGNATURE: *[Signature]* DATE: 6/1/10

FISCAL SERVICES SIGNATURE: *[Signature]* DATE: 6/7/10