FORM APPROVED COUNTY COUNSE

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Consent

Consent

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



FROM: Department of Mental Health

April 28, 2011

SUBJECT: Approve the Agreement Amendment with New Beginnings Addiction and Recovery Center.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1. Approve the Agreement Amendment with New Beginnings Addiction and Recovery Center, Inc. as a Drug Medi-Cal (DMC) provider; and
- 2. Authorize the Chairman of the Board of Supervisors to sign this Agreement Amendment.

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 up to \$100,000 while staying within the Board approved aggregate of \$11,495,859. On August 31, 2010, New Beginnings Addiction and Recovery Center, Inc. was certified as a Drug Medi-Cal provider by the State of California Alcohol and Drug Programs (ADP), to provide Out Patient Drug Free (ODF) and Day Care Rehabilitative (DCR) services, and was subsequently added as a new DMC provider with Riverside County Department of Mental Health (RCMDH) Substance Abuse Program on November 15, 2010 with a contract for one hundred thousand dollars in order to provide the aforementioned State certified services to Drug Medi-Cal eligible consumers in the Banning Area of Riverside County. (Continued on Page 2)

A R-MOKUN	JW:CW:SL	W:CW:SL Jerry Wengerd, Director Department of Mental Health					
2552	FINANCIAL DATA	Current F.Y. Total Cost:	\$ 223,662	In Current Year E	Budget:	/ES	
		Current F.Y. Net County Cost:	\$ 0	Budget Adjustme	ent:	NO	
		Annual Net County Cost:	\$ 0	For Fiscal Year:	_f 20 [.]	10/201	
	SOURCE OF FUNDS: 50% State; 50% Medi-cal FFP				Positions To Be Deleted Per A-30	1 1 1	
			Secretary we can a		Requires 4/5 Vote	:	
	C.E.O. RECOMMENDATION:						
Policy	County Executive Office Signature Output Debra			Ollincys over			
\boxtimes	,						

Per Exec. Ofc.:

Dep't Recomm.:

Prev. Agn. Ref.: 3.58 of 6/2/09

District: 5

Agenda Number:

3.22

PAGE 2:

SUBJECT: Approve the Agreement Amendment with New Beginnings Addiction and Recovery Center.

BACKGROUND (CONTINUED):

However, in conducting a monthly performance audit for all DMC providers, the RCDMH Substance Abuse Program noticed that New Beginnings Addiction and Recovery Center would require a financial increase to their existing DMC agreement due to an increase in the number of requests for ODF and DCR Medi-Cal services in the Banning area. Based upon the Sobkey vs. Smoley lawsuit settlement in 1994, the County is considered an agent of the State with respect to the administration of Drug Medi-Cal services, and is required to provide reimbursement to all State certified Substance Abuse Medi-Cal providers. Therefore, the RCDMH is requesting that the Board of Supervisors approve the agreement amendment with New Beginnings Addiction and Recovery Center in order for this provider to continue to provide Drug Medi-Cal services to qualified consumers in the Banning area.

PERFORMANCE PERIOD:

This agreement amendment is effective upon the date of execution through June 30, 2011, and may be renewed annually through June 30, 2013. This agreement contains termination provisions in case of unavailability of any applicable Federal, State and/or County funds.

FINANCIAL IMPACT:

This agreement amendment will increase New Beginnings Addiction and Recovery Center current Drug Medi-Cal contract amount from \$100,000 to \$223,662 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.

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FY 2010/2011 FIRST AMENDMENT TO AGREEMENT BETWEEN **COUNTY OF RIVERSIDE** AND

NEW BEGINNINGS ADDICTION AND RECOVERY CENTER - NNA/ DAS

That certain Agreement between the County of Riverside (COUNTY) and NEW BEGINNINGS ADDICTION AND RECOVERY CENTER (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on November 15, 2010 for FY 2010/2011; and is hereby amended for the first time for FY 2010/2011, effective April 5, 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 10/11 from \$100,000 to \$223,662.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I.

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:	INFORMATION COPY:		
County of Riverside	County of Riverside		
Board of Supervisors	Department of Mental Health		
4080 Lemon Street, 5 th Floor	P.O. Box 7549		
Riverside, CA 92501	Riverside, CA 92503-7549		
CONTRACTOR: NEW BEGINNINGS	COUNTY OF RIVERSIDE:		
Signed: Shavon Heavton	<u> </u>		
Printed: Shavon Heaston	Chairman, Board of Supervisors		
Date: April 1, 2011	ATTEST: Kecia Harper-Ihem, CLERK		
Title: Executive Director			
·	Deputy.		

COUNTY COUNSEL PAMELA J. WALLS Approved as to Form

Date:

SA-3 ACTUAL COST MEDI-CAL

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: NEW BEGINNINGS-NNA/DAS

A. REIMBURSEMENT:

- In consideration of services provided by CONTRACTOR pursuant to this
 Agreement, CONTRACTOR shall receive monthly reimbursement based
 upon the unit rate as specified in the Schedule I and actual units provided, less
 revenue collected, not to exceed the maximum obligation of the COUNTY as
 specified herein. Schedule I is attached hereto and incorporated herein by this
 reference.
- 2. The final year-end settlement shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided or the State Maximum Allowance (SMA) rate less a ten percent (10%) County Administrative Fee, or customary charges, whichever is lower, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the State Department of Alcohol and Drug Programs (ADP).

B. <u>MAXIMUM OBLIGATION</u>:

COUNTY'S maximum obligation for fiscal year 2010/2011 shall be <u>\$223,662</u> subject to availability of Federal, State, and local funds.

C. BUDGET:

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

D. <u>MEDI-CAL</u>:

- 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 the State Drug Medi-Cal reimbursement rate less administrative fees or customary charges, whichever is lower as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and policy letters issued by the State Department of Alcohol and Drug Programs.
- 2. The Medi-Cal reimbursement is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. <u>MEDI-CAL RATES:</u>

The CONTRACTOR acknowledges Medi-Cal rates are subject to annual adjustments mandated by the State.

F. REVENUES:

Pursuant to the California Health and Safety Code Division 10.5, Section
 11841, and as further contained in the Department of Alcohol and Drug

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Program (DADP) Fiscal Systems Manual, Chapter II, REVENUES, 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 governmental funds. Revenues received by CONTRACTOR shall be reported annually in the Substance Abuse Program Cost Report as required by DADP Program Fiscal Systems Manual Chapter III, REPORT OF EXPENDITURES.

- 2. CONTRACTOR is authorized to retain collected fees in the subsequent year. The total amount of fees carried forward shall not exceed 25% of the actual revenues collected to insure maximization of State/Federal Funds. Fees carried over are subject to approval by the State as identified in the State's Negotiated Net Amount/Drug Medi-Cal cost report for Riverside County Department of Mental Health.
- 3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order. CONTRACTOR is to attempt to collect first from insurance, then first party.
- 4. CONTRACTOR is obligated to collect and clear with the State any Medi-Cal Share of Cost. In accordance with Title 22 section 51516.1 (b) (1-2), a Drug Medi-Cal eligible client is responsible for paying the lesser of: a uniform statewide monthly reimbursement (Drug Medi-Cal rate), or the CONTRACTOR's usual and customary charge to the general public for the same or similar service. Clients with a Drug Medi-Cal share of cost <u>are not</u> subject to a reduction in fees based on a sliding fee scale.
- 5. 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. The sliding fee schedule must be approved by the Substance Abuse Program Services Administrator prior to implementation. In accordance with the State Department of Mental Health's Uniform Method of Determining Ability to Pay (UMDAP) 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.

- CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S sliding scale and published charges.
- 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 8. 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 categorical funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Substance Abuse Program Services Administrator or designee prior to either the end of the <u>Contract Period of Performance</u> or Fiscal year (June 30th). Approval shall not exceed the maximum obligation.
- 2. In addition, CONTRACTOR may not, under any circumstances and without prior approval and/or written consent from the Program Services Administrator and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds, services, mode of services, and/or procedure codes as designed in the

Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to funds, services, mode of services and/or procedure codes that are defined as billable by the COUNTY, State or Federal governments.

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

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. <u>PAYMENT:</u>

- Monthly reimbursements may be withheld at the discretion of the Director or
 designee due to material contract non-compliance, including audit disallowances
 and/or adjustments or disallowances resulting from the COUNTY Contract
 Monitoring Review (CMT), the Annual Program Monitoring and/or the Cost
 Report Reconciliation/Settlement process.
- 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without

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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.

- 3. Contractor will submit a monthly report and invoice for payment and a quarterly report to COUNTY program with invoice describing outcomes, progress update and services delivered based on the contract's Exhibit A, "Scope of Services".
- 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Data Collection System. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR'S name, invoice mailing address and telephone number, summarizing the dollar amount specified in the applicable COUNTY specified Data Collection System Report (currently the final DAS952) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final DAS952) and the PIF form must be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims and the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the

COUNTY'S Department of Mental Health, no later than the tenth (10th) working day of each month.

- 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.

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 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 receipt of a properly prepared Cost Report.
- CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost 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 Cost Report. The COUNTY will notify CONTRACTOR of the date (s) and time (s)

of the training. Attendance at the training is necessary annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment.

- 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report has not been received within thirty-two (32) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two (32) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed Cost Report. Future monthly reimbursements will be withheld if the Cost Report contains errors which are not corrected within 10 calendar days of written or verbal notification from the COUNTY of the errors. Failure to meet any pre-approved deadline extension will immediately result in the withholding of future monthly reimbursements.
- 5. 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 contract service payments to CONTRACTOR will be withheld by the 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.

K. COST REPORT SETTLEMENT:

CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,

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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 amount of the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed the Contract Maximum Obligation, less revenue, less payment received, up to the Maximum Obligation as stated in section B above.

L. <u>AUDITS</u>:

- 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. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action 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 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 previous year's Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

- 3. If this contract is terminated in accordance with Section XXVI, TERMINATION PROVISIONS, COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
- 4. Any Audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.

M. <u>BANKRUPTCY</u>:

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

N. DATA ENTRY:

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

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Rev: 10/11 CW

SCHEDULE I MENTAL HEALTH

FISCAL YEAR 2010/2011 CONTRACT PROVIDER NAME: NEW BEGINNINGS NEGOTIATED RATE () ACTUAL COST (XX) FIRST AMENDMENT DEPT ID / PROGRAM 4100514244/55600 REV: 3/1/11 SYSTEM RU NUMBER: 336109,336111,336112,336199 CALOMS# 336109 336109 336109 336109 336109 336109 CONTRACT MAXIMUM \$223,662 SYSTEM# 336109 336109 336111 336111 336199 336112 ODF ODF PERINATAL PERINATAL **GROUP** INDIVIDUAL ODF ODF DCR DCR SVCS. TYPE OF MODALITY SVCS. **GROUP** INDIVIDUAL PERINATA ADOLESCENT MODE OF SERVICE 90 90 40 90 40 33 SERVICE FUNCTION: 34 33 34 30 30 SERVICE TYPE: M/C, NON M/C 421,442,443 421,442,443 PROCEDURE CODE 440 444,450 440 444.450 220 220 NUMBER OF UNITS 160 40 1.669 536 192 2,217 4,814 COST PER UNIT: \$50.35 \$86.99 \$25.82 \$60.78 \$66.73 \$55.77 GROSS COST: \$8,056 \$3,480 \$43,094 \$32,578 \$12,812 \$123,642 \$223,662 FUNDING CODE PROGRAM CODE 97 97 97 97 3 SERVICE CODE 33 34 33 30 30 Contact UNIT REIMBURSEMENT Contact Contact Contact Contact Contact LESS REVENUES COLLECTED BY CONTRACTORS: A. PATIENT FEES B. PATIENT INSURANCE n a TOTAL CONTRACTOR REVENUES 0 Ð a MAXIMUM OBLIGATION \$8,056 \$3,480 \$43,094 \$12,812 \$32,578 \$123,642 \$223,662 SOURCES OF FUNDING FOR MAXIMUM OBLIGATION: MEDI-CALIFFP \$4,028 \$1,740 \$21,547 \$16,289 \$6,406 \$111,831 \$61,821 50.00% FEDERAL FUNDS \$0 \$0 \$0 \$0 \$0 \$0 \$0 0.00% REALIGNMENT FUNDS \$0 sn. \$0 \$0 \$0 \$0 \$0 0.00% STATE GENERAL FUNDS \$4,028 \$1,740 \$21,547 \$16,289 \$6,406 \$61,821 \$111,831 50.00% **COUNTY FUNDS** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 50 \$0 \$0 \$0 \$0 \$0 0.00% TOTAL (SOURCES OF FUNDING) \$8,056 \$3,480 \$43,094 \$32,578 \$0 \$223,662 100.00% FUNDING SOURCES DOCUMENT: FY 2010/2011 PRELIMINARY V.0 STAFF ANALYST SIGNATURE: FISCAL SERVICES SIGNATURE:

1-Mar-11

09:48 AM

ODF INDIVIDUAL SERVICES
(PERINATAL AND REGULAR) PROCEDURE CODE
KEY:
421= INTAKE, 442= TX PLANING, 443= CRISIS.

444= DISCHARGE, 450= COLLATERAL