

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



FROM: Department of Mental Health

SUBMITTAL DATE:

April 5, 2012

SUBJECT: Approve the Agreement Amendment with MFI Recovery Center, Inc. **All Districts**

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the agreement amendment with MFI Recovery Center, Inc as a prevention provider for FY 2011/2012;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the agreement amendment.
3. Authorize the Riverside County Purchasing Agent to increase, decrease and/or amend this contract while staying within the previously Board of Supervisors approved aggregate amount of \$11,495,859; and authorize the Purchasing Agent to 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 2009/2010, and authorized the Purchasing Agent to add new contracts up to \$100,000 while staying within the Board approved aggregate of \$11,495,859. Subsequently, on May 10, 2011, Agenda Item 3.34, the Riverside County Board of Supervisors approved the new prevention services agreement with MFI Recovery Center, Inc. **(Continued on Page 2)**

JW:CW:SL

Jerry Wengert

 Jerry Wengert, Director
 Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 124,662	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 100% Federal SAPT Block Grant

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
 Debra Cournoyer

PURCHASING: *Mark Seiler*
 Mark Seiler, Assistant Director
 Department of Mental Health
 DATE: 4-4-12
 BY: *Jerry Wengert*
 Jerry Wengert, Director
 Department of Mental Health
 ELEMEN BOEVA

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Consent
 Policy
 Consent
 Policy
 Per Exec. Ofc.:

3.12

PAGE 2:

SUBJECT: Approve the Agreement Amendment with MFI Recovery Center, Inc.

BACKGROUND (CONTINUED):

MFI Recovery Center, Inc. (MFI) is the sole provider of primary prevention, education, and information dissemination services to the senior citizen population county-wide. In addition, they are the only provider of environmental prevention, community based prevention, and information dissemination services in the Riverside County Hemet area. By providing these prevention services, MFI assists the Riverside County Department of Mental Health (RCDMH) and various other community agencies in reducing access and availability of alcohol and other drugs to young people within the community.

The RCDMH Substance Abuse Program is required by Riverside County's Strategic Prevention Framework (SPF) plan to provide senior and environmental prevention services throughout Riverside County. Upon review of the contractor's utilization, an increase in the target population served in the previous fiscal year, and an increase in the number of required prevention services was identified and, the RCDMH Substance Abuse Program determined there is a need to increase this provider's current contract agreement from \$99,020 to \$124,662 for FY 2011/2012 in order to continue meeting the goals and requirements of Riverside County's SPF. Therefore, the RCDMH is requesting that the Riverside County Board of Supervisors approve the agreement amendment with MFI in order for this provider to continue to provide substance abuse prevention services to qualified consumers in Riverside County.

PERFORMANCE PERIOD:

This agreement amendment will be effective upon the date of execution through June 30, 2012, 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 the current contract amount from \$99,020 to \$124,662 for FY 2011/2012. There are sufficient funds in the department's FY 2011/2012 budget to provide for this agreement amendment, and no additional County funds are required.

PRICE REASONABLENESS:

The rates submitted by the providers during the initial Request for Proposal process were reviewed and subsequently negotiated down by the RCDMH, which resulted in a cost savings to the department for the provision of these services.

FY 2011/2012
FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
MFI RECOVERY CENTER, INC. - NNA/DAS PREVENTION

That certain Agreement between the County of Riverside (COUNTY) and MFI RECOVERY CENTER, INC. (CONTRACTOR) originally approved by the Riverside County Board of Supervisors on May 10, 2011, agenda item 3.34 for FY 2010/2011; renewed by the Riverside County Purchasing Agent on August 10, 2011 for FY 2011/2012; and is extended for the first time for FY 2011/2012, effective April 17, 2012, 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 11/12 from \$99,020 to \$124,662.
- 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:

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: MFI RECOVERY

COUNTY OF RIVERSIDE:

Signed: 

Chairman, Board of Supervisors

Printed: Craig Lambert

Date: 3/26/12

ATTEST: Kecia Harper-Ihem, CLERK

Title: Director

Deputy.

Date: _____

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form

By 
Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **MFI RECOVERY - PREVENTION**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate (Actual Cost 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. 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, 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 the maximum obligation of the COUNTY as specified

1 herein, and the applicable maximum reimbursement rates promulgated each
2 year by the State.

3 B. MAXIMUM OBLIGATION:

4 COUNTY'S maximum obligation prevention services for fiscal year 2011/2012 shall
5 be \$124,662 subject to availability of Federal, State, and local funds.

6 C. BUDGET:

7 Schedule I presents for budgetary and planning purposes only the budget details
8 pursuant to this Agreement. Where applicable, Schedule I contains the department
9 identification number (dept. id), 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. REVENUES:

- 16 1. Pursuant to the California Health and Safety Code Division 10.5, Section 11841,
17 and as further contained in the Department of Alcohol and Drug Program
18 (DADP) Fiscal Systems Manual, Chapter II, REVENUES, CONTRACTOR
19 shall collect revenues for the provision of the services described pursuant to
20 Exhibit A. Such revenues may include, but are not limited to, fees for services,
21 private contributions, grants or other governmental funds. Revenues received by
22 CONTRACTOR shall be reported annually in the Substance Abuse Program
23 Cost Report as required by DADP Program Fiscal Systems Manual Chapter III,
24 REPORT OF EXPENDITURES.

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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, with Drug Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from insurance, then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
4. 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.
5. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified. 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

1 holidays) of the CONTRACTOR'S received notification from the State.
2 Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-
3 Cal share of cost in lieu of their annual liability. Medicare clients will be
4 responsible for any co-insurance and/or deductible for services rendered at
5 Medicare certified sites.
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7 6. All other clients will be subject to an annual fee schedule by CONTRACTOR for
8 services rendered, based on the patient's/client's ability to pay, not to exceed the
9 CONTRACTOR'S actual charges for the services provided. The sliding fee
10 schedule must be approved by the Substance Abuse Program Services
11 Administrator prior to implementation. In accordance with the State Department
12 of Mental Health's Uniform Method of Determining Ability to Pay (UMDAP)
13 Manual, CONTRACTOR shall not be penalized for non-collection of revenues
14 provided that reasonable and diligent attempts are made by the CONTRACTOR
15 to collect these revenues. Past due patient/client accounts may not be referred to
16 private collection agencies. No patient/client shall be denied services due to
17 inability to pay.
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19
20 7. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
21 CONTRACTOR'S sliding scale and published charges.
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23 8. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
24 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
25 COUNTY within ten (10) days of signing the AGREEMENT.
26

27 9. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees.
28 Notification must be made within ten (10) days following any fee increase.

1 E. REALLOCATION OF FUNDS:

- 2 1. No categorical funds allocated for any Mode of Service as designated in
3 Schedule I may be reallocated to another Mode of Service unless written
4 approval is given by the Substance Abuse Program Services Administrator or
5 designee prior to the end of either the Contract Period of Performance, or the
6 end of the Fiscal Year (June 30th). Approval shall not exceed the maximum
7 obligation.
- 8 2. In addition, CONTRACTOR may not, under any circumstances and without
9 prior approval and/or written consent from the Region/Program
10 Manager/Administrator and confirmation from by the Supervisor of the
11 COUNTY Fiscal Unit, reallocate funds between non-billable and billable mode
12 and service functions and/or service procedure codes as designed in the
13 Schedule I that are defined as non-billable by the COUNTY, State or Federal
14 governments from or to funds, services, mode of services and/or procedure
15 codes that are defined as billable by the COUNTY, State or Federal
16 governments.
- 17 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
18 Exhibit C to another is also prohibited without prior written consent and
19 approval from the Substance Abuse Program Services Administrator prior to
20 the end of either the Contract Period of Performance or Fiscal year.

21 F. RECOGNITION OF FINANCIAL SUPPORT:

22 If, when, and/or where applicable, CONTRACTOR'S stationery/letterhead
23 shall indicate that funding for the program is provided in whole or in part by
24 the County of Riverside Department of Mental Health Substance Abuse
25 programs.
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27 G. PAYMENT:
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1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances invoice or contract overpayment and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), Program Monitoring 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 and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
3. In addition to the CMT, Program 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 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.

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

5. 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 and a signed "Certification of Claims and Program Integrity" form (PIF); (attached as Exhibit C, Attachment A) signed by the Director of the CONTRACTOR organization, or an authorized designee of the CONTRACTOR organization. The summary page of the monthly, final applicable Data Collection System Report **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 as outlined herein 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

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COUNTY'S Department of Mental Health, no later than 5:00 pm on the fifth (5th) working day of each month.

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

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 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 whichever 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 follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB circular A-122, OMB-circular A87, etc..
- 3. It is mandatory that the CONTRACTOR send one representative to the cost report training annually that is held by COUNTY that covers the preparation

1 of the year-end Cost Report. The COUNTY will notify CONTRACTOR of
2 the date(s) and time(s) of the training. Attendance at the training is
3 mandatory annually in order to ensure that the Cost Reports are completed
4 appropriately. Failure to attend this training may result in delay of payment
5 to the CONTRACTOR.
6

- 7 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report
8 has not been received within thirty-two (32) calendar days after the end of the
9 COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two
10 (32) calendar day time frame, future monthly reimbursements will be withheld
11 until the COUNTY is in possession of a completed Cost Report. Future
12 monthly reimbursements will be withheld if the Cost Report contains errors
13 which are not corrected within 10 calendar days of written or verbal
14 notification from the COUNTY. Failure to meet any pre-approved deadline
15 extension will immediately result in the withholding of future monthly
16 reimbursements.
- 17 5. The Cost Report shall serve as the basis for year-end settlement to
18 CONTRACTOR including a reconciliation and adjustment of all payments
19 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
20 payments made in excess of Cost Report settlement shall be repaid upon
21 demand, or will be deducted from the next payment to CONTRACTOR.
22
- 23 6. All current and/or future payments to CONTRACTOR will be withheld by
24 the COUNTY until all final, current, and prior year Cost Report (s) have
25 been reconciled, settled and signed by CONTRACTOR, and received and
26 approved by the COUNTY.
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1 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable
2 and as per CONTRACTOR Schedule I, to provide Contract Client Services,
3 Prescriptions, Health Maintenance Costs, and Flexible funding costs under
4 this agreement on the annual cost report. Where deemed applicable, Actual
5 Costs for Indirect Administrative Expenses shall not exceed the percentage of
6 cost as submitted in the CONTRACT Request for Proposal or Cost
7 Proposal(s).
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9 I. BANKRUPTCY:

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

- 18 1. CONTRACTOR agrees that any duly authorized representative of the
19 Federal Government, the State or COUNTY shall have the right to audit,
20 inspect, excerpt, copy or transcribe any pertinent records and documentation
21 relating to this Agreement or previous Agreements in previous years.
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23 2. The COUNTY will conduct Program Monitoring Review and/or Contract
24 Monitoring Review (CMT). Upon completion of monitoring,
25 CONTRACTOR will be mailed a report summarizing the results of the site
26 visit. A corrective Plan of Action will be submitted by CONTRACTOR
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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 XXIX, 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.

K. DATA ENTRY:

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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 denials and/or disallowances to the CONTRACTOR.

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Rev: 11/12 CW

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: MFI RECOVERY CENTER

FISCAL YEAR: 2011/2012

NEGOTIATED RATE ()	ACTUAL COST (XX)	FIRST AMENDMENT	
DEPT. ID / PROGRAM 4100514141 / 55600		(PREVENTION ONLY)	TOTAL: \$124,662

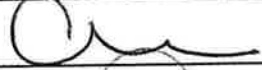
CALOMS#	330010	
SYSTEM #	1032	
TYPE OF MODALITY	Senior Prevention Program and Environmental Prevention program	
MODE OF SERVICE:	20	
SERVICE FUNCTION:	12,13,14,16,17	
SERVICE TYPE: M/C, NON M/C	Non-M/C	
NUMBER OF UNITS:	4,653	4,653
COST PER UNIT:	\$26.79	
GROSS COST:	\$124,662	\$124,662

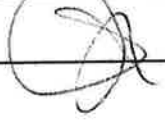
Service Function Code Key
 12= Information Dissemination
 13= Education
 14= Alternatives
 15= Problem ID & Renewal
 16= Community Based process
 17= Environmental Prevention

FUNDING CODE	
PROGRAM CODE	
SERVICE CODE	
UNIT REIMBURSEMENT	HOUR
LESS REVENUES COLLECTED BY CONTRACTORS:	
A. PATIENT FEES	0
B. PATIENT INSURANCE	
C. OTHER	0
TOTAL CONTRACTOR REVENUES	
MAXIMUM OBLIGATION	\$124,662

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDI-CAL/FFP	0	\$0	\$0	0.00%
B. FEDERAL FUNDS		\$0	\$124,662	100.00%
C. REALIGNMENT FUNDS		\$0	\$0	0.00%
D. STATE GENERAL FUNDS		\$0	\$0	0.00%
E. COUNTY FUNDS		\$0	\$0	0.00%
F. OTHER:		\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)		\$0	\$124,662	100.00%

FUNDING SOURCES DOCUMENT: Schedule of Funding Source FY 2010/2011 Preliminary V.0

STAFF ANALYST SIGNATURE:  3/7/12

FISCAL SERVICES SIGNATURE:  3/8/12