

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

749



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
December 4, 2013

**SUBJECT:** Memorandum of Understanding (MOU) with Riverside County of Department of Mental Health (DMH) for Prevention and Early Intervention Services through the County of Riverside Office on Aging's (OoA) Care Pathways Aftercare program; [\$102,693 over 1 year]; [Riverside County Department of Mental Health].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Receive and file the MOU between DMH and OoA.
2. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal year 2013/14.

**BACKGROUND:** The OoA and DMH have partnered since 2011 to provide Prevention and Early Intervention Services through the Care Pathways program. This new Aftercare initiative will allow for up to 700 Care Pathways participants to receive follow-up services; allow for 3 monthly support groups to be facilitated among caregivers; facilitate a two day symposium focused on self-care techniques; and, provide respite care while caregivers participate in Aftercare services.

(continued on page 2)

Michele Wilham  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 102,693	\$ 0	\$ 102,693	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% Riverside County Department of Mental Health	<b>Budget Adjustment:</b> Yes
	<b>For Fiscal Year:</b> 2013/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Lani Sison

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

DEC 10 5:13  
OFFICE OF THE COUNTY CLERK

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:   
Departmental Controller 12/15/13

FORM APPROVED COUNTY COUNSEL  
DATE: 12/11/13  
BY: NEAL R. KIPNIS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

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

**FORM 11:** Services agreement with Riverside County Department of Mental Health (DMH) for Prevention and Early Intervention Services through the County of Riverside Office on Aging's (OoA) Care Pathways Aftercare program. District 1-5; [\$102,693 over 1 year]; [County of Riverside Mental Health Department].

**DATE:** December 4, 2013

**PAGE:** 2 of 3

**Impact on Citizens and Businesses**

Approximately 700 county residents engaged in care giving will be provided with supportive services through this Aftercare program.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This 1 year Memorandum of Understanding is for \$102,693 and is funded 100% by Riverside County Department of Mental Health with the breakdown as follows:

FY2013/2014	\$	102,693
	\$	102,693

**Contract History and Price Reasonableness**

This is a new service agreement that provides adequate revenue to meet anticipated expenses.

**ATTACHMENTS (if needed, in this order):**

- A. **BUDGET ADJUSTMENT:** Schedule A Attached

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

**FORM 11:** Services agreement with Riverside County Department of Mental Health (DMH) for Prevention and Early Intervention Services through the County of Riverside Office on Aging's (OoA) Care Pathways Aftercare program. District 1-5; [\$102,693 over 1 year]; [County of Riverside Mental Health Department].

**DATE:** December 4, 2013

**PAGE:** 3 of 3

**OFFICE ON AGING  
SCHEDULE A – FY2013/14**

Adjusting revenue and appropriations:

**Increase Office on Aging Estimated Revenue:**

21450-5300100000-781360	Other Misc. Revenue	102,693
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**INCREASE APPROPRIATIONS:**

21450-5300100000-510330	TAP Salaries	46,750
21450-5300100000-523700	Office Supplies	2,000
21450-5300100000-523800	Printing/Binding	3,500
21450-5300100000-523760	Postage- Mailing	2,500
21450-5300100000-523840	Computer Equip – software	2,000
21450-5300100000-526420	Advertising	1,500
21450-5300100000-525440	Professional Services	27,465
21450-5300100000-527780	Special Program Expenses	15,000
21450-5300100000-529040	Private Mileage Reimbursement	1,978
		=====
	Total:	102,693

## MEMORANDUM OF UNDERSTANDING

**DEPARTMENTS:** RIVERSIDE COUNTY,  
DEPARTMENT OF MENTAL HEALTH

**AND**

**RIVERSIDE COUNTY OFFICE ON AGING**

**TYPE OF SERVICE:** PREVENTION AND EARLY INTERVENTION  
CARE PATHWAYS AFTERCARE

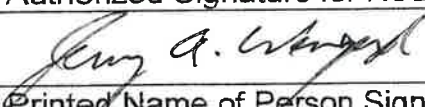
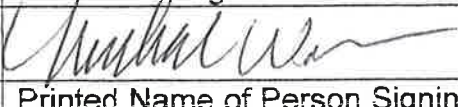
THIS MEMORANDUM OF UNDERSTANDING, herein after referred to as MOU, is entered into by and between Riverside County Department of Mental Health (hereinafter "RCDMH"), and Riverside County Office on Aging (hereinafter "RCOOA"). RCOOA will provide Prevention and Early Intervention (PEI) Care Pathways Aftercare in the Western, Mid-County and Desert Regions of Riverside County; and is based on the following representation and statements of purpose:

WHEREAS, the RCOOA case management program, offered through Family Caregiver Support Program (FCSP) have participants from Adult Day Care/Adult Day Health Programs (ADC/ADHC) within the regions that will graduate from the program and will progress over the Care Pathways Aftercare; and

WHEREAS, RCOOA administers the Care Pathway program to participants that have completed FCSP, through direct services including, but not limited to an existing outreach program that links with over twelve senior centers, community centers or resource centers in these specified target regions. The FCSP will serve as a venue to for Care Pathways Aftercare; and

WHEREAS, the RCDMH, PEI community planning process identified the provision of Care Pathways Aftercare as a priority, and is included in the RCDMH PEI plan approved by the state on September 24, 2009; and

NOW, THEREFORE, the RCDMH and RCOOA will enter into a MOU and RCOOA will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this MOU as follows:

Authorized Signature for RCDMH:	Authorized Signature for RCOOA:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Jerry A. Wengerd	Michele Wilham
Title: Mental Health Director	Title: Office on Aging Director
Address: 4095 County Circle Drive Riverside, CA 92503	Address: 6296 Rivercrest Drive # K Riverside, CA 92507

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS

IN WITNESS WHEREOF, the parties hereto have executed this MOU on this \_\_\_ day of \_\_\_ 2013.

**I. DUTIES AND RESPONSIBILITIES:**

**A. RCOOA RESPONSIBILITIES:**

1. **Reassessment and Reassurance:** Reassessments will be conducted with approximately 450 former Care Pathways Aftercare program participants and approximately 250 current program participants who are expected to complete the program during the 2013-2014 fiscal year. All 700 potential participants will be assessed with regard to their current caregiving situation, coping skills and level of depression. The measurement tool may include, but is not limited to, the PHQ-2. In the case of a positive screening on the PHQ-2 questionnaire, caregivers will be encouraged to follow-up with a mental health liaison or social worker to complete the PHQ-9, to utilize another diagnostic instrument or to make an appointment for a direct interview. Caregivers who are referred to mental health counseling will be provided emotional support by the program, applicable resources and follow-up phone contact, if agreeable.
  - a. Estimated completed initial contacts with graduates - 350
  - b. Estimated completed secondary (follow-up) contacts with graduates - 200
2. **Continued Monthly Support for Care Pathways Aftercare Graduates:** The program will host three (3) support group meetings per month for Care Pathway graduates (although not to the exclusion of other interested family caregivers) in 3 areas that do not currently host a support group. Priority for these new sessions will be under-represented areas where there exist concentrated numbers of graduates who have expressed a desire to maintain contact with other program participants. Respite care and transportation will be provided to those caregivers who need it.
3. **Averting Crisis' in Caregiving:** The program will host three (3), three 3 hour special separate seminars in the Western and Mid-County Regions for a total of approximately 120 participants. These seminars will focus on the kinds of health and safety information that caregivers will need to prepare for unexpected and/or emergency situations and provide them with tips and tools that they will need to alleviate stressors when crises arise. Respite will be provided to those requiring assistance to attend. Transportation may be offered when feasible. The topics of the following sessions were chosen by Care Pathways Aftercare participants:
  - a. What to do in Case of an Emergency
  - b. Safety and the Caregiver
  - c. Identifying "The Blues" - Self assessment for caregivers
  - d. Planning Ahead - Document Organization
4. **Intensive Symposium for Family Caregivers:** This event will be offered as a two day symposium for approximately 125 program participants in

a two day symposium for approximately 125 program participants in Riverside County. The two day series will include experts on physical and emotional health, with an emphasis on depression education, self-activation, behavioral change, and healthy communication techniques. There will be structured lectures and small group activities throughout the symposium; with all activities intended to be participatory and modeled after self-care techniques. The symposium will provide the caregiver with opportunities to learn from experts and renew the skills critical to maintaining their role as a caregiver. This special event will be coordinated through the Inland Counties Caregiver Coalition and will involve local community agencies for maximum professional involvement. The expertise of professionals from the Department of Mental Health will be an integral part of the success of this intensive event.

5. Supplemental support for Caregivers: Caregivers seeking to participate in the after-care program will be provided with additional/supplemental support in the form of respite care services and transportation. All program participants will be provided with respite care and transportation services, if needed, to participate in program activities. Participants receiving counseling from RCDMH liaisons will be offered respite care arrangements. It is anticipated that no more than 10 caregivers in the Community Based Therapy Program will need respite care.

**B. RCDMH RESPONSIBILITIES.**

1. RCDMH staff will work cooperatively with the RCOOA to provide referrals to the support groups of caregivers identified as the priority target populations.
2. RCDMH will develop a Participant Satisfaction Survey for use by RCOOA.
3. RCDMH will review and approve all screening tools and surveys used by RCOOA.
4. RCDMH will provide technical assistance and monitor the program.
5. Reimburse RCOOA for services, products, and other approved expenses as described in Section III.

**II. TERM OF MOU**

The period of performance shall be October 1, 2013 until June 30, 2014.

**III. REIMBURSEMENT/PAYMENT**

- A. The RCDMH shall be responsible for reimbursing RCOOA up to the maximum amount of \$102,693 for services performed, products provided and expenses incurred as describe in Attachment "A". RCDMH is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
- B. Services provided by RCOOA pursuant to this understanding, shall receive quarterly reimbursement based upon Attachment "B" Budget and Claiming's actual cost breakdown and shall not to exceed the maximum obligation of RCDMH as specified herein.

- C. RCOOA shall submit a quarterly claim, a Journal Entry (JE) Worksheet and invoices copies in accordance with the claiming and JE instructions included in Attachment "B".
- D. In consideration of services provided by RCOOA, RCDMH shall reimburse RCOOA in the amount and manner described in Attachment "C".
- E. Claiming period shall consist of a three (3) calendar month (quarterly) claiming period. All claims must be submitted on a quarterly basis to RCDMH for reimbursement no later than thirty (30) calendar days after the end of each quarter in which the services were provided. If by the 30th calendar day, actual figures are not available, an estimated claim shall be submitted. Upon submission, RCDMH will pay all claims completed and submitted in a timely manner within fifteen (15) days of receipt by RCDMH:
- F. The RCDMH obligation for payment of this MOU beyond the current fiscal year end is contingent upon and limited by the availability of RCDMH funding from which payment can be made. No legal liability on the part of the RCDMH shall arise for payment of services provided beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, RCDMH shall immediately notify RCOOA in writing; and this MOU shall be deemed terminated and have no further force and effect.

#### **IV. REALLOCATION OF FUNDS:**

Funds allocated for certain items budgeted and/or regions may be reallocated with verification of adequate funding and with written approval given by the Mental Health Services Act Program Manager prior to the end of either the MOU Period of Performance or Fiscal year.

#### **V. TERMINATION OF THE MOU**

- A. Either party may terminate this MOU immediately upon breach of the MOU by the other party, provided written notice of such breach is given and the notifying Party fails to cure such breach to the reasonable satisfaction of the noticing party within ten (10) days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing party shall be effective at the end of the cure period if no cure has been affected.
- B. This MOU may be terminated without cause by either party upon the giving of thirty (30) days written notice to the other party. In the event RCDMH elects to abandon, indefinitely postpone, or terminate the MOU, RCDMH shall make payment for all services performed up to the date that the written notice was given in a prorated amount.
- C. Additionally, this MOU may be terminated subject to availability of funds provided by MHSA PEI funding. In this event, RCDMH shall notify RCOOA immediately and provide a date of termination.

#### **VII. FINANCIAL RECORDS**

- A. RCOOA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of RCDMH, and any State and/or

Federal governing agencies.

- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU shall be retained collectively by RCDMH and RCOOA for a period of seven (7) years, at a minimum, and shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. The seven (7) year period commences upon issuance of certificate of occupancy to RCOOA. Exceptions to the seven (7) year retention period will be made if County, State, and/or Federal laws mandate a longer retention period.

**VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)/CONFIDENTIALITY**

- A. RCDMH and RCOOA in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. RCDMH and RCOOA hereto agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The RCDMH and RCOOA further understands that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints should be referred to:  
Riverside County Dept. of Mental Health  
Attn: Mary Stetkevich  
P.O. Box 7549  
Riverside, CA 92503  
(951) 358-4521

**B. CONFIDENTIALITY**

RCDMH and RCOOA understand to maintain the confidentiality of all mental health and/or substance abuse client information in accordance with all applicable Federal, State and local laws and regulations. RCDMH and RCOOA will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance abuse clients and the services they may be receiving are kept confidential. Applicable confidentiality laws include, but may not be limited to, California Welfare & Institution Code, Section 5328 through 5330, inclusive, 45 CFR Section 205.50,42 CFR-Chapter 1-Part 2. The RCDMH will notify the RCDMH Compliance Officer of any breach of applicable confidentiality laws referenced herein.

**IX. ALTERATION OF TERMS AND ENTIRE AGREEMENT**

- A. The body of this MOU along with all incorporated Attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU, whether by



written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by RCDMH and RCOOA.

- B. All notices pertaining to this MOU shall be sent to the following:

Riverside County Department of Mental Health  
Janine Moore, MHSA/PEI Coordinator  
3801 University Ave., Suite 400  
Riverside, CA 92501  
Tel: 951-955-7125 Fax: 951-955-7207

Riverside County Office on Aging  
Michele Wilham, Director  
6296 Rivercrest Drive #K  
Riverside, CA 92507  
951-867-3800

## **X. AVAILABILITY OF FUNDING**

- A. Funding for this MOU is contingent upon the availability of funds through the Mental Health Service Act/Prevention and Early Intervention from which payment can be made. In addition, this MOU is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the funding for this project.
- B. No legal liability on the part of RCDMH shall arise for payment of services provided beyond June 30, 2014, unless funds are made available for such performance.

## **XI. SUPLANTATION**

- A. According to the California Code of Regulations, Title 9, Division 2, Chapter 14, Section 3410, the MHSA's non-supplant requirements related to county expenditure consist of the following, all of which must be met in order for an expenditure to be eligible for reimbursement under the MHSA.
1. Funds cannot be used to replace other state or county funds required to be used to provide mental health services. Funds must be used on programs that were not in existence in the county at the time of the enactment of MHSA, November 2, 2004, or to expand the capacity of existing services that were being provided at the time of MHSA enactment.

## **XII. MISCELLANEOUS PROVISIONS**

- A. **MOU:** This MOU shall not be assigned by RCOOA, either in whole or in part, without prior written consent from RCDMH. Any assignment or purported assignment of this MOU by RCOOA without the prior written consent of RCDMH will be deemed void and of no force or effect.
- B. **LICENSE AND CERTIFICATION:** RCDMH and RCOOA verifies upon execution of this MOU, possession of a current and valid license in compliance with any

local, State, and Federal laws and will be performed by properly trained and licensed staff. RCOOA warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this MOU.

- C. **SEVERABILITY:** If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.

**ATTACHMENT "A"  
BUDGET AND CLAIMING**

1. This MOU is funded in accordance with the Mental Health Services Act, PEI Plan. RCOOA shall perform duties described in Section 1: Duties and Responsibilities.
2. The MOU maximum reimbursement for the PEI Care Pathways Aftercare shall not exceed \$102,693. Reimbursement will be made in accordance with Section III, REIMBURSEMENT/PAYMENT. The cost breakdown is as follows:

<b>Personnel</b>			
	FTE	%	Salary
Project Specialist I (TAP)	1	100	\$ 45,257
Social Service Supervisor II	1	2	\$ 1,493
<b>Total Personnel Costs</b>			<b>\$ 46,750</b>

<b>Operating Expenses</b>			
Office Supplies			\$ 2,000
Photo Copying/Printing			\$ 3,500
Postage/Mailing			\$ 2,500
Computer Equipment			\$ 2,000
Advertising			\$ 1,500
Professional Services			\$ 27,465
Respite	\$	26,340	
Transportation	\$	1,125	
<b>Sub Total</b>		<b>\$</b>	<b>27,465</b>
Private Mileage			\$ 1,978
Special Program Expenses			\$ 15,000
Seminars	\$	1,800	
Caregiver Workshop	\$	13,200	
<b>Sub Total</b>		<b>\$</b>	<b>15,000</b>
<b>Total Operating Expenses</b>			<b>\$ 55,943</b>
<b>Grand Total</b>			<b>\$ 102,693</b>

3. RCOOA will provide RCMHD copies of invoices to supplement the Claim Form and JE Worksheet which are to be submitted quarterly for reimbursement/payment.
4. Instructions for JE Worksheet Contractor Payment Request

The Debt Id to be used for reimbursement is ~~4200221539-74720~~ <sup>4100221539-74720</sup>.

- JE Number: Leave Blank. (This number will be assigned by Oasis at the time JE is processed by MRU.)

In ( ) are the amount of characters required and allowed for description.

Fill in the required information for your department per line needed.

(Required fields are in BOLD.)

- Business Unit (5)
- Account (6)
- Fund (5)

- Dept ID (10)
- Program (5)
- Class (10)
- Project/Grant (15)
- Debit/Credit Amount
- Description (30)
- Signature of Approved by and Date
- Prepared by and Phone number.

MRU will process all JE's and will supply other Department with a copy of processed JE.

5. Instructions for Claim Form.

- a. Enter the Date and Dept Id - 4100221539-74720.
- b. Fill in the total claimed amount for each line item in the appropriate quarter claiming period for your department. Prior quarter claims should also be entered.
- c. Contact Information should include name of preparer, position title, phone number and email address.

# ATTACHMENT "B" (cont.) JE WORKSHEET

COUNTY OF RIVERSIDE  
JOURNAL ENTRY WORKSHEET

TRANS TYPE: JE      JE DATE: \_\_\_\_\_      FY: 2013/2014

Debit Doc Total	Credit Doc Total
\$0.00	\$0.00

SET ID: RIVCO

Line #	BUS UNIT (5)	ACCOUNT (6)	FUND (5)	DEPT ID (10)	PROGRAM (5)	CLASS (10)	PROJECT/GRANT (15)	DEBIT AMOUNT (+)	CREDIT AMOUNT (-)	DESCRIPTION (30)
1	RIVCO									
2	RIVCO									
3	RIVCO									
4	RIVCO									
5										
6										
7										
8										
9										
10										
11										
12										

CASH DEBIT

CASH CREDIT

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_      APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

PREPARED BY \_\_\_\_\_ PHONE \_\_\_\_\_      PREPARED BY \_\_\_\_\_ PHONE \_\_\_\_\_

ATTACHMENT "B" (Cont.)  
SAMPLE CLAIM FORM

MEMORANDUM OF UNDERSTANDING  
QUARTERLY CLAIM - FY 2013/2014

DATE: \_\_\_\_\_

RCOOA  
6296 Rivercrest Drive #K  
Riverside, CA 92507

RCMHD  
Janine Moore, MHSA/PEI Coordinator  
P.O. Box 7549  
Riverside, CA 92503

DEPT ID # \_\_\_\_\_

ACCOUNT	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	BUDGET	Remaining
	QUARTER	QUARTER	QUARTER	QUARTER		
CLAIM	CLAIM	CLAIM	CLAIM	CLAIM	TOTAL	Balance
AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	TOTAL	Balance
	0	0	0	0	46,750	
	0	0	0	0	46,750	0

SUB-TOTAL

SALARIES & BENEFITS

510320 (TAP) Salaries

SERVICES & SUPPLIES

523700 Office Supplies  
523760 Postage-Mailing  
525440 Professional Services  
523800 Photo Copying / Printing  
526420 Advertising  
523680 Computer Equipment  
527780 Special Program Expense  
529040 Private Mileage

SUB-TOTAL

GRAND TOTAL

CONTACT INFO:

	0	0	0	0	0	0
	0	0	0	0	55,943	0
	0	0	0	0	102,693	0

**ATTACHMENT "B"**  
**ADDITIONAL FISCAL PROVISIONS**

**A. GENERAL FISCAL PROVISIONS:**

1. Unless otherwise notified by RCDMH, RCOOA claims will be paid by RCDMH fifteen (15) days after the date the claim is received by the applicable RCDMH Program/Region.
2. The final year-end settlement shall be based on the actual allowable cost of services provided; less revenue collected and shall not exceed the maximum obligation of the RCDMH as specified herein.
3. Monthly reimbursements may be withheld at the discretion of the Director or designee due to material non-compliance, including audit disallowances and/or adjustments or disallowances resulting from RCDMH'S Program Monitoring and/or Cost Report process.

**B. REALLOCATION OF FUNDS:**

RCOOA may not, under any circumstances and without prior approval and/or written consent from the Regional Administrator/Program Manager and confirmed by the Supervisor of RCDMH Fiscal Unit, reallocate funds between line item categories as designed in the Attachment B – "Budget and Claiming". Approval shall not exceed the total maximum obligation for the fiscal year.

**A. COST REPORT:**

1. For each fiscal year, or portion thereof, that this MOU is in effect, RCOOA shall provide to RCDMH two (2) copies for each Reporting Unit (RU) number and/or Department Identification (DeptID) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46) calendar days following the end of each fiscal year (June 30), the expiration or termination of the MOU, which ever occurs first. The Cost Report shall detail the actual cost of services provided to include staff time accounting. The Cost Report shall be provided in the format and on forms provided by RCDMH. Final payment to RCOOA shall not be made by RCDMH until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this MOU.
2. RCOOA shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost between RCDMH and non-County programs.
3. RCOOA shall send one representative to the training held by RCDMH regarding preparation of the year-end Cost Report. RCDMH will notify RCOOA of the date and time of the training. Attendance at the training is necessary in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment. RCOOA is required to report by maximum obligation type, all expenditures, revenues, and when applicable, units by mode. Detailed instructions on the preparation of the Cost Reports are provided at the training.

4. RCOOA will be notified in writing by RCDMH, if the Cost Report has not been received within forty-six (46) calendar days after the end of RCDMH's Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until RCDMH 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 ten (10) calendar days of written or verbal notification from RCDMH. Failure to meet any pre-approved deadline extensions will immediately result in the withholding of future monthly reimbursements.
5. A cost report shall be submitted as required by WIC 5718 (c) and shall include a reconciliation of payments to RCOOA and all revenue received by RCOOA.
6. Current and/or future MOU service payments to RCOOA will be withheld by the RCDMH until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by RCOOA, and received and approved by the RCDMH.

**D. AUDITS:**

1. RCOOA agrees that any duly authorized representative of the Federal Government, the State or RCDMH shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this MOU or previous years' MOU(s).
2. RCDMH will conduct an Annual Program Monitoring. Upon completion of monitoring, RCOOA will be mailed a report summarizing the results of the site visit. A corrective Plan of Action will be submitted by RCOOA within thirty (30) calendar days of receipt of the report. RCOOA'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. RCOOA'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous years' MOU(s) may result in MOU payment withholding and/or a disallowance to be paid in full upon demand.
3. Termination in accordance with Section V of the MOU allows RCDMH, Federal and/or State governments to conduct a final audit of RCOOA. Final reimbursement to RCOOA by RCDMH shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by RCOOA during this period for services provided under the terms of this MOU 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 RCDMH shall be the responsibility of RCOOA. 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 MOU or MOU(s) in subsequent years.