



Subject: Memorandum of Understanding (MOU) between Riverside County Office on Aging (RCOOA) and Riverside County Department of Mental Health (RCDMH) to Amend Ordinance No. 440 pursuant to Resolution No. 440-8855 submitted herewith. CareLink.

Office on Aging will provide a care management program, CareLink, in Riverside County with funding provided by Department of Mental Health. The CareLink services include outreach, engagement and linkage to adult and older adult populations with the goals of serving the participants in the lowest level of care and reducing the duration and reoccurrence of depression symptoms through an evidence-based practice.

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2010/2011 budget for these services.

The Registered Nurse (RN) II is a 50% FTE position at an annual cost of \$39,465. The total annual cost for the CareLink program is \$260,378 for FY10-11.

The RN-II position will be deleted when funds are exhausted, pursuant to Board Policy A-30.

The Healthy IDEAS approach embeds the four program components into regular care management duties. Care managers complete the tasks as part of all duties including but not limited to regular phone calls and/or home visits.

No additional county funds are required.

**OFFICE ON AGING  
SCHEDULE A – FY10-11**

Adjusting revenue and appropriations:

**INCREASE ESTIMATED REVENUE:**

21450-5300100000-781360	Other Misc. Revenue	Total: 260,378
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**INCREASE APPROPRIATIONS:**

21450-5300100000-510040	Regular Salaries	27,217
21450-5300100000-518100	Budgeted Benefits	12,248
21450-5300100000-525440	Professional Services	7,200
21450-5300100000-527780	Special Program Expenses	22,561
21450-5300100000-527880	Training-Other	5,000
21450-5300100000-536240	Other Contract Agencies	186,152
		=====
		Total: 260,378

Schedule A: Memorandum of Understanding (MOU) between Riverside County Office on Aging (RCOOA) and Riverside County Department of Mental Health (RCDMH) to Amend Ordinance No. 440 pursuant to Resolution No. 440-8855 submitted herewith. CareLink.

1 RESOLUTION NO. 440-8855

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on January 25, 2011, that pursuant to Section 4(a)(ii) of  
5 Ordinance No. 440, the Director of Senior Service Systems is authorized to make the following listed  
6 change(s), operative on the date of approval, as follows:

7 Job			
<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
8 73952	+ 1	5300100000	Registered Nurse II

9  
10 ROLL CALL:

11 Ayes: Buster, Stone, Benoit, and Ashley  
12 Nays: None  
13 Absent: Tavaglione

14 The foregoing is certified to be a true copy of a resolution duly  
15 adopted by said Board of Supervisors on the date therein set forth.

16 KECIA HARPER-IHEM, Clerk of said Board

17 By: \_\_\_\_\_  
18 Deputy

19  
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FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE 1/25/11

## MEMORANDUM OF UNDERSTANDING

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

**AND**

**RIVERSIDE COUNTY OFFICE ON AGING**

**TYPE OF SERVICE: PREVENTION AND EARLY INTERVENTION  
CARELINK**

THIS MEMORANDUM OF UNDERSTANDING, herein after referred to as MOU, is entered into by and between the Department of Mental Health (hereinafter "RCDMH"), and the Office on Aging (hereinafter "RCOOA"). RCOOA will provide the prevention and early intervention CareLink program to all of Riverside County; and is based on the following representation and statements of purpose:

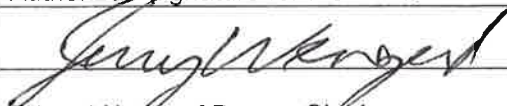

WHEREAS, RCOOA will administer the prevention and early intervention CareLink program; and

WHEREAS, the RCOOA has established partnerships within Riverside County to receive referrals for program; and

WHEREAS, the RCOOA has over ten (10) years of experience in clinical care case management for the frail at risk elderly population, as well as the functionally impaired adults, aged 18 years and older; and

WHEREAS, the RCDMH Prevention and Early Intervention (PEI) community planning process identified the provision of programs to reduce the risk of the development of mental health problems 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 an MOU and 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	Edward F. Walsh
Title: Mental Health Director	Title: Office on Aging Director
Address: 4095 County Circle Drive Riverside, California 92503	Address: 6296 Rivercrest Drive # K Riverside, California 92507
IN WITNESS WHEREOF, the parties hereto have executed this MOU this <u>18</u> day of <u>11</u> 2010.	

FORM APPROVED COUNTY COUNSEL  
 BY:  DATE

## **I. DUTIES AND RESPONSIBILITIES:**

### **A. RCOOA RESPONSIBILITIES:**

1. RCOOA will provide the CareLink care management program to functionally impaired adults, aged 18 years and older, and the frail at risk elderly population by providing care management as well as comprehensive information and assistance services.
2. RCOOA will operate 100 slots annually for the CareLink program. The average length of time a participant will receive the program will range from 3-6 months. Approximately 125-150 individuals per year will participate in the program.
3. RCOOA will complete the Readiness survey for the Healthy IDEAS program to assess for preparedness to implement the program.
4. RCOOA will work with RCDMH and the Healthy IDEAS program trainers to resolve any implementation needs prior to training in the model.
5. RCOOA will train their social service professionals in the Healthy IDEAS model and provide the intervention to individuals who meet eligibility for the care management service.
6. RCOOA will accept referrals from within the RCOOA as well as community-based organizations and the medical community.
7. RCOOA will provide outreach to linguistically isolated persons, as well as underserved cultural populations including, but not limited to, Hispanic, African American, Asian American, Native American and the LGBTQ communities.
8. RCOOA will screen frail older adults and disabled adults through the RCOOA Information and Assistance Intake Center for care management.
9. RCOOA will administer a RCDMH identified depression screening to those individuals assessed for the CareLink program.
10. RCOOA will complete the application and enrollment process into the CareLink program as described in Attachment "A" Scope of Service.
11. RCOOA will integrate the Healthy IDEAS model as described in Attachment "A" within the CareLink care management program.
12. RCOOA will utilize the outcome measures as identified through the Healthy IDEAS training.
13. RCOOA care manager will make monthly contact and quarterly home visits with program participants to review the progress of the care plan.
14. RCOOA will refer program participants in need of further evaluation to their primary care provider or other mental health providers.

15. RCOOA staff will consist of:
  - a. One (1) Program Manager, one (1) Clinical Supervisor, two (2) Social Workers and one (1) part-time Nurse Case Manager.
  - b. Support, fiscal and administrative staff.
16. There are no income criteria, although participants who can afford to pay are requested to contribute a share of cost for participation in the program. No eligible individuals will be turned away solely because of inability to pay.
17. RCOOA will provide RCDMH with a monthly report that will include the following information:
  - a. Participant number
  - b. Enrollment date
  - c. Date of birth
  - d. Ethnicity
  - e. Primary language
  - f. Address including zip code
  - g. Number of LGBTQ participants

**B. RCDMH RESPONSIBILITIES:**

1. RCDMH will identify a depression screening tool and provide support and technical assistance for implementation of the tool.
2. RCDMH will work cooperatively with RCOOA to develop a Participant Satisfaction Survey.
3. RCDMH will review and approve all screening tools and surveys developed by RCOOA prior to use.
4. RCDMH will coordinate and fund the Healthy IDEAS training for RCOOA staff to provide the program to eligible participants within the CareLink program
5. RCDMH will provide technical assistance and monitor the MOU.
6. Reimburse RCOOA for services, products, and other approved expenses as described in Attachment "B" Budget and Claiming.

**II. TERM OF MOU**

The period of performance shall be July 1, 2010 until June 30, 2011, and may be renewed for one additional year, upon mutual, written consent and signatures by both Parties involved with a completion date of June 30, 2012.

**III. REIMBURSEMENT/PAYMENT**

- A. The RCDMH shall be responsible for reimbursing RCOOA up to the maximum amount of \$ 260,378 for services performed, products provided and expenses incurred. RCDMH is not responsible for any fees or costs incurred above or beyond the amount specified herein 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 exceed the maximum obligation of RCDMH as specified herein.

- C. RCOOA shall submit a quarterly claim, a Journal Entry (JE) Worksheet, and invoice 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 budgeted items and/or regions may be reallocated with verification of adequate funding and written approval is given by the 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.



**IV. 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.

**V. 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  
PO Box 7549  
4095 County Circle Drive  
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 confidentially 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  
Joe Sebastian, Mental Health Services Manager  
10182 Indiana Avenue  
Riverside, CA 92503  
Tel: 951-509-2400 Fax: 951-509-2405

Riverside County Office on Aging  
Vikki Neugebauer  
6296 Rivercrest Drive #K  
Riverside, CA 92507  
Tel: 951-867-3800

Riverside County Office on Aging  
Ricardo Hinstroza  
6296 Rivercrest Drive #K  
Riverside, CA 92507  
Tel: 951-867-3800

Riverside County Department of Mental Health  
Janine Moore, MHS PEI Coordinator  
PO Box 7549  
4095 County Circle Drive  
Riverside, CA 92503  
Tel: 951-358-3941 Fax: 951-358-6924

**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, 2011, unless funds are made available for such performance.

**XI. SUPPLANTATION**

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:

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.

**XI. 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"** **SCOPE OF SERVICE**

### **Application and Enrollment Process:**

An individual enters the CareLink program with the application and enrollment process, consisting of explanation of the program and a comprehensive Bio-Psychosocial Assessment. From the home visit and assessment, the care manager and participant jointly identify needs to be addressed in the Care Management process. Every effort is made to clearly communicate the parameters and scope of the program and the enrollment process, and to encourage the individual to actively participate in the process.

The assessment process includes the following areas:

- Social (Support systems, Caregivers, Marital & Family, Education, Occupational History)
- Environmental (housing situation, home safety evaluation)
- Functional level and needs
- Legal/Financial Issues
- Medical/Health, including current medications, health care providers
- Psychological Functioning

The assessment also includes as needed:

- Geriatric Depression Scale
- Mental Status Screening
- Caregiver Burden Interview
- Nutritional Screening

The Care Planning Process involves identifying with all program participants at time of assessment any specific problem areas and/or needs. These concerns and goals are entered on the Care Plan with specific, measurable time limited goals, and interventions/means to reach these goals in accordance with strength based focus. The services/support already in place is identified in the Intervention section and every attempt is made to capitalize on the client's existing resources to meet their goals.

Individuals in need of further evaluation are referred to their primary care provider or other mental health providers. This allows the CareLink program to include participants with potential depressive symptoms related to functional loss and provide preventative measures thus reducing likelihood of formal mental health treatment and hospitalization for clinical depression.

### **Healthy IDEAS model:**

The Healthy IDEAS intervention is embedded in the care plan including behavioral activation and follow up. Healthy IDEAS is an evidence-based program designed to detect depression and reduce the severity of depressive symptoms among community-dwelling older adults. Using the prescribed interventions allows the CareLink social workers to offer higher quality care and services to people in need, including at-risk older adults and disabled adults who otherwise would not receive early intervention treatment.

There are four evidence-based components of Healthy IDEAS to overcome participant, provider, and system barriers to effective depression care management to older adults.

The program components are:

- Screening and assessment of depressive symptoms
- Education for older adults and family caregivers about depression and self-care
- Referral and linkage to healthcare and mental health professional; and
- Behavioral activation (BA)

The Healthy IDEAS approach embeds the four program components into regular case management duties. Case managers complete the tasks as part of all duties including but not limited to regular phone calls and/or home visits.

**ATTACHMENT "B"  
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 I: Duties and Responsibilities.
2. The MOU maximum reimbursable amount for the Prevention and Early Intervention CareLink program shall not exceed \$260,378.00. Reimbursement will be made in accordance with Section III, REIMBURSEMENT/PAYMENT. The cost breakdown is as follows:

**OFFICE ON AGING  
CARELINK BUDGET FOR FISCAL YEAR 10/11**

	<b>Grant Expense</b>	<b>In Kind Matching</b>	<b>Total Cost</b>
<b>SALARIES &amp; BENEFITS</b>			
Regular Salaries	157,596	0	157,596
Budgeted Benefits	68,021	0	68,021
<b>SUB-TOTAL</b>	<b>225,617</b>	<b>0</b>	<b>225,617</b>
<b>SERVICES AND SUPPLIES</b>			
Communications	0	8,778	8,778
Maintenance-Equipment	0	838	838
Office Expenses	0	14,353	14,353
Purchase of Services	7,200.	12,800	20,000
Specialized Services	0	2,887	2,887
Training	5,000	0	5,000
Transportation and Travel	0	8,980	8,980
<b>SUB-TOTAL</b>	<b>12,200</b>	<b>48,636</b>	<b>60,836</b>
<b>OTHER CHARGES</b>			
Lease & Utilities	0	24,388	24,388
Personnel Services	0	1,988	1,988
Administrative Costs	22,561.	75,010.	97,571
<b>SUB-TOTAL</b>	<b>22,561</b>	<b>101,386</b>	<b>123,947</b>
<b>DIVISION TOTAL</b>	<b>260,378</b>	<b>150,022</b>	<b>410,400</b>

3. RCOOA will provide RCDMH 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 4100221539-74720.
  - 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: 2010/2011

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)	Amount		DESCRIPTION (30)
								(+) DEBIT AMOUNT	(-) CREDIT AMOUNT	
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 2010/2011**

DATE:

RCCOA  
6296 Rivercrest Drive  
Riverside, CA 92507

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

DEPT ID #

	1 <sup>ST</sup> QUARTER		2 <sup>ND</sup> QUARTER		3 <sup>RD</sup> QUARTER		4 <sup>TH</sup> QUARTER		In Kind Total	Balance																																																																																																																																																																																
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Budgeted Benefits									0	68,021	<b>SUB-TOTAL</b>	0	0	0	0	0	0	0	0	0	<b>225,617</b>	<b>SERVICES &amp; SUPPLIES</b>											Communications									0	8,778	Maintenance-Equipment									0	838	Office Expenses									0	14,353	Purchase of Services									0	20,000	Specialized Services									0	2,887	Training									0	5,000	Transportation & Travel									0	8,980	<b>SUB-TOTAL</b>	0	0	0	0	0	0	0	0	0	<b>60,836</b>	<b>OTHER CHARGES</b>											Lease & Utilities									0	24,388	Personnel Services									0	1,988	Administrative Costs									0	97,571	<b>SUB-TOTAL</b>	0	0	0	0	0	0	0	0	0	<b>123,947</b>	<b>DIVISION TOTAL</b>									0	<b>410,400</b>
<b>SUB-TOTAL</b>	0	0	0	0	0	0	0	0	0	<b>225,617</b>																																																																																																																																																																																
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<b>DIVISION TOTAL</b>									0	<b>410,400</b>																																																																																																																																																																																

Contact:

**ATTACHMENT "C"**  
**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. 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 RCDHM'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 reimbursements will be withheld until RCDMH is in possession of a completed cost report. Future 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 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.