

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

410



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
January 27, 2011

**SUBJECT:** Approve the Contract Amendment with the Boys and Girls Club of Coachella Valley.

**RECOMMENDED MOTION:** Move that the Board of Supervisors ratify and :

1. Approve the Contract Amendment between the Riverside County Department of Mental Health and Boys and Girls Club of Coachella Valley
2. Authorize the Chairman of the Board of Supervisors to sign the Contract Amendment with Boys and Girls Club of Coachella Valley, Inc. to provide primary prevention services;
3. Authorize the Riverside County Purchasing Agent to increase, decrease, amend this contract for up to 10% of the approved contract amount while staying within the previously Board approved aggregate amount of \$11,495,859, and 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 09/10, and authorized the Purchasing Agent to add new contracts not to exceed \$100,000 while staying in the Board approved amount of \$11,495,859. **(Continued on Page 2)**

JW:CW

*Jerry Wengert*  
\_\_\_\_\_  
Jerry Wengert, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 250,725	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> 100 % Federal	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
*Debra Courmoyer*  
BY: \_\_\_\_\_  
Debra Courmoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 8, 2011  
xc: Mental Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**3.23**

FORM APPROVED COUNTY COUNSEL BY: *Larisa R-McKenna* 1/27/11 FOR DATE  
 Purchasing: *Mark Seiler* Assistant Director  
 Dep't RA... CHMENTS FILED WITH THE CLERK OF THE BOARD Per Exec. Ofc.:  
 Consent  Policy

**PAGE 2:**

**SUBJECT:** Approve the Contract Amendment with the Boys and Girls Club of Coachella Valley

**BACKGROUND (CONTINUED):**

Since the previous Board of Supervisors' approval, the Riverside County Department of Mental Health's (RCDMH) Substance Abuse Program has identified an increased need for prevention services in the desert region. The RCDMH Substance Abuse Program, as a requirement of its Federal Block Grant funds, must provide primary prevention services throughout the County of Riverside. The Boys and Girls Club of Coachella Valley was added as a new primary prevention contractor in FY 09/10 as authorized by the Board of Supervisors on June 2, 2009, Agenda Item 3.58, to provide prevention services to school age youth in the desert region. This contract was subsequently renewed for FY 10/11. Upon review of the contractor's utilization, an increase in the target population served in the previous fiscal year was identified and, the RCDMH Substance Abuse Program has therefore determined that there is a need to increase this provider's current contract agreement from \$100,000 to \$250,725 in order to continue to meet the goals and requirements of its SAPT Prevention Federal Block Grant funding. Therefore, the RCDMH is requesting that the Board of Supervisors approve the agreement amendment with the Boys and Girls Club of Coachella Valley in order for this organization to continue to provide primary prevention services for FY 10/11.

**FINANCIAL IMPACT:**

The agreement amendment amount for the Boys and Girls Club of Coachella Valley is \$250,725 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.

**PERFORMANCE PERIOD:**

This agreement amendment is effective from August 18, 2010 through June 30, 2011. The agreement may be renewed annually through June 30, 2013, and contains termination provisions in case of unavailability of any applicable Federal, State and/or County funds.

**JUSTIFICATION FOR DELAY:**

The RCDMH received the signed contract amendment back from the provider on December 15, 2010; and is now prepared to go to the Board of Supervisors for approval and signature of the amendment.

FIRST AMENDMENT TO THE AGREEMENT

WITH

BOYS AND GIRLS CLUB OF COACHELLA VALLEY - PREVENTION

That certain agreement between the County of Riverside (COUNTY) and BOYS AND GIRLS CLUB OF COACHELLA VALLEY (CONTRACTOR) originally approved by the Riverside County Purchasing Agent on June 1, 2010 for FY 2009/2010; renewed by the Purchasing Agent on August 17, 2010 for FY 2010/2011; and is hereby amended for the first time for FY 2010/2011, effective August 18, 2010 through June 30, 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 2010/2011 from \$100,000 to \$250,725.
- To rescind Schedule I in its entirety and replace it with the new, attached Schedule I.

All other provisions 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, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

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

CONTRACTOR: BOYS AND GIRLS CLUB

COUNTY OF RIVERSIDE:

Signed: [Signature]

[Signature]  
Chairman, Board of Supervisors

Printed: Quinton Egson

**BOB BUSTER**

Date: January 11, 2011

ATTEST: Kecia Harper-Ihem, CLERK

Title: Chief Professional Officer

[Signature]  
Deputy

Date: FEB 08 2011

COUNTY COUNSEL

PAMELA J. WALLS  
Approved as to Form

By [Signature] 1/11/11  
Deputy County Counsel

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **BOYS AND GIRLS CLUB- PREVENTION**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this AGREEMENT, CONTRACTOR shall receive monthly reimbursement at one-twelfth (1/12<sup>th</sup>) of the contract maximum obligation as specified in the Schedule I as attached hereto and by this reference incorporated herein, 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, state approved Short Doyle/Medi-Cal (SD/MC) 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

1 the maximum obligation of the COUNTY as specified herein, and the applicable  
2 maximum reimbursement rates promulgated each year by the State.

3 B. MAXIMUM OBLIGATION:  
4

5 COUNTY'S maximum obligation prevention services for fiscal year 2010/2011 shall  
6 be \$250,725 subject to availability of Federal, State, and local funds.

7 C. BUDGET:  
8

9 Schedule I presents for planning purposes the budgetary details pursuant to this  
10 Agreement. Schedule I contains the CALOMS number, the reporting unit (RU), the  
11 mode(s) of service, the service function(s), units, revenues received, maximum  
12 obligation, and source of funding pursuant to this Agreement. Funding for services is  
13 identified in the Schedule I. Federal Funding in part includes; Substance Abuse  
14 Prevention and Treatment # 93.959, and Federal Financial Participation (FFP)  
15 #93.778.

16 D. REALLOCATION OF FUNDS:

- 17 1. No categorical funds allocated for any Mode of Service as designated in  
18 Schedule I may be reallocated to another Mode of Service unless written  
19 approval is given by the Substance Abuse Program Services Administrator or  
20 designee prior to the end of either the Contract Period of Performance, or  
21 Fiscal Year (June 30<sup>th</sup>). Approval shall not exceed the maximum obligation.
- 22 2. In addition, CONTRACTOR may not, under any circumstances and without  
23 prior approval and/or written consent from the Program Administrator and  
24 confirmed by the Supervisor of the COUNTY Fiscal Unit; reallocated funds,  
25 services, mode of services, and/or procedure codes as designed in the Schedule  
26 I that are defined as non-billable by the COUNTY, State or Federal  
27 governments from or to funds, services, mode of services and/or procedure  
28 codes that are defined as billable by the COUNTY, State or Federal

1 governments.

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

6 E. RECOGNITION OF FINANCIAL SUPPORT:

7 CONTRACTOR'S stationery/letterhead shall indicate that funding for the  
8 program is provided in whole or in part by the County of Riverside  
9 Department of Mental Health Substance Abuse programs.  
10

11 F. PAYMENT:

- 12 1. Monthly reimbursements may be withheld at the discretion of the Director or  
13 its designee due to material contract non-compliance, including audit  
14 disallowances and/or adjustments or disallowances resulting from the  
15 COUNTY Contract Monitoring Review (CMT), the Annual Program  
16 Monitoring and/or the Cost Report Reconciliation/Settlement Process.  
17  
18 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report  
19 Reconciliation/Settlement processes, the COUNTY reserves the right to  
20 perform periodic service deletes and denial monitoring for this agreement  
21 throughout the fiscal year in order to minimize and/or potentially prevent  
22 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may  
23 withhold and/or offset invoices and/or monthly reimbursements to  
24 CONTRACTOR, at any time without prior notification to CONTRACTOR,  
25 for service deletes and denials that may occur in association with this  
26 agreement. COUNTY shall notify CONTRACTOR of any such instances of  
27  
28

1 services deletes and denials and subsequent withholds and/or reductions to  
2 CONTRACTOR invoices or monthly reimbursements.

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

7  
8 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,  
9 CONTRACTOR shall be paid in arrears based upon the actual units of  
10 services provided and entered into the COUNTY'S specified Data Collection  
11 System. CONTRACTOR will submit a claim on their organization's  
12 stationery, which must include at a minimum the CONTRACTOR'S name,  
13 invoice mailing address and telephone number, summarizing the dollar  
14 amount specified in the applicable COUNTY specified Data Collection  
15 System Report (currently the final DAS 952) and a signed "Certification of  
16 Claims and Program Integrity" form (PIF). The summary page of the  
17 monthly, final applicable Data Collection System Report (currently the final  
18 DAS 952) and the PIF form must be attached to the CONTRACTOR  
19 invoice. Failure to attach the monthly, final summary page of the applicable  
20 Data Collection System Report, the Certification of Claims and the signed  
21 PIF, will delay payment to the CONTRACTOR until the required documents  
22 are provided. The claim must be approved and signed by the Director or an  
23 authorized designee of the CONTRACTOR. Monthly claims shall be  
24 submitted to the appropriate Program or Regional Manager of the  
25  
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1 COUNTY'S Department of Mental Health, no later than the tenth (10<sup>th</sup>)  
2 working day of each month.

3  
4 5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the  
5 CONTRACTOR shall provide the COUNTY with all information necessary  
6 for the preparation and audit of such billings.

7  
8 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will  
9 be paid by the COUNTY thirty (30) calendar days after the date the invoice  
10 is received by the applicable COUNTY Program/Region.

11 G. COST REPORT:

12 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
13 CONTRACTOR shall provide to COUNTY two (2) copies per each CALOMS  
14 number, an annual Cost Report with an accompanying financial statement and  
15 applicable supporting documentation to reconcile to the Cost Report within  
16 thirty-two (32) calendar days following the end of each fiscal year (June 30),  
17 the expiration or termination of the contract which ever occurs first. The Cost  
18 Report shall detail the actual cost of services provided. The Cost Report shall  
19 be provided in the format and on forms provided by the COUNTY. Final  
20 payment to CONTRACTOR shall not be made by COUNTY until the final  
21 current and prior year Cost Report(s) have been reconciled, settled and signed  
22 by CONTRACTOR and received and approved by the COUNTY.

23 2. CONTRACTOR shall use OMB circular A-122 to formulate proper cost  
24 allocation methods and distribute costs between County and non-County  
25 programs.

26  
27 3. CONTRACTOR is required to send one representative to the cost report  
28 training annually held by COUNTY regarding preparation of the year-end



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

6 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report  
7 has not been received within thirty-two (32) calendar days after the end of the  
8 COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two  
9 (32) calendar day time frame, future monthly reimbursements will be withheld  
10 until the COUNTY is in possession of a completed Cost Report.

11 Future monthly reimbursements will be withheld if the Cost Report contains  
12 errors which are not corrected within 10 calendar days of written or verbal  
13 notification from the COUNTY. Failure to meet any pre-approved deadline  
14 extension will immediately result in the withholding of future monthly  
15 reimbursements.

16 5. The Cost Report shall serve as the basis for year-end settlement to  
17 CONTRACTOR'S including a reconciliation and adjustment of all payments  
18 made to CONTRACTOR and all revenue received by CONTRACTOR. Any  
19 payments made in excess of Cost Report settlement shall be repaid upon  
20 demand, or will be deducted from the next payment to CONTRACTOR.  
21

22 6. All current and/or future contract service payments to CONTRACTOR will  
23 be withheld by the COUNTY until the final current and prior year Cost  
24 Report (s) have been reconciled, settled and signed by CONTRACTOR, and  
25 received and approved by the COUNTY.  
26  
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1 H. COST REPORT SETTLEMENT:

2 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as  
3 per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,  
4 Health Maintenance Costs, and Flexible funding costs under this agreement on the  
5 annual cost report. Where deemed applicable, Actual Costs for Indirect  
6 Administrative Expenses shall not exceed the amount of the percentage of cost as  
7 submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-  
8 end settlement shall not exceed the Contract Maximum Obligation, less revenue, less  
9 payment received, up to the Maximum Obligation as stated in section B above.  
10

11 I. AUDITS:

- 12 1. CONTRACTOR agrees that any duly authorized representative of the  
13 Federal Government, the State or COUNTY shall have the right to audit,  
14 inspect, excerpt, copy or transcribe any pertinent records and documentation  
15 relating to this Agreement or previous Agreements in previous years.  
16
- 17 2. The COUNTY will conduct an Annual Program Monitoring Review and/or  
18 Contract Monitoring Review (CMT). Upon completion of monitoring,  
19 CONTRACTOR will be mailed a report summarizing the results of the site  
20 visit. A corrective Plan of Action will be submitted by CONTRACTOR  
21 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S  
22 failure to respond within thirty (30) calendar days will result in withholding  
23 of payment until the corrective plan of action is received. CONTRACTOR'S  
24 response shall identify time frames for implementing the corrective action.  
25 Failure to provide adequate response or documentation for this or previous  
26  
27  
28

1 year's Agreements may result in contract payment withholding and/or a  
2 disallowance to be paid in full upon demand.

3  
4 3. If this contract is terminated in accordance with Section XXVI,  
5 TERMINATION PROVISIONS, COUNTY, Federal and/or State  
6 governments may conduct a final audit of the CONTRACTOR. Final  
7 reimbursement to CONTRACTOR by COUNTY shall not be made until all  
8 audit results are known and all accounts are reconciled. Revenue collected  
9 by CONTRACTOR during this period for services provided under the terms  
10 of this Agreement will be regarded as revenue received and deducted as such  
11 from the final reimbursement claim.

12  
13 4. Any Audit exception resulting from an audit conducted by any duly  
14 authorized representative of the Federal Government, the State or COUNTY  
15 shall be the responsibility of the CONTRACTOR. Any audit disallowance  
16 adjustments may be paid in full upon demand or withheld at the discretion of  
17 the Director of Mental Health against amounts due under this Agreement or  
18 Agreement(s) in subsequent years.

19  
20 J. BANKRUPTCY:

21  
22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify  
23 COUNTY'S Department of Mental Health Fiscal Services Unit, by certified letter  
24 with a carbon copy to the Department of Mental Health's Program Support Unit, in  
25 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report  
26 in accordance with requirements and deadlines set forth in Section G before final  
27 payment is made.  
28

1 K. DATA ENTRY:

- 2 1. CONTRACTOR understands that as the COUNTY upgrades its current Data  
3 Collection System to comply with Federal, State and/or local funding and  
4 service delivery requirements; CONTRACTOR will, therefore, be  
5 responsible for attending and receiving COUNTY training associated with,  
6 but not limited to, applicable service data entry, billing and invoicing, and  
7 learning how to appropriately and successfully utilize and/or operate the  
8 current and/or upgraded Data Collection System as specified for use by the  
9 COUNTY under this agreement. The COUNTY will notify the  
10 CONTRACTOR when such training is required and available. In the event  
11 the COUNTY'S specified Data Collection System changes prior to a new  
12 fiscal year, COUNTY shall notify CONTRACTOR and provide immediate  
13 instructions and make subsequent arrangements to facilitate such a change.  
14  
15 2. CONTRACTOR is required to enter all units of services into the  
16 COUNTY'S specified Data Collection System for the prior month no later  
17 than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry  
18 of services into the COUNTY'S specified Data Collection System may result  
19 in financial and/or service disallowances to the CONTRACTOR.  
20  
21  
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23 ///

24 //

25 /

26 Rev: 10/11 CW  
27  
28

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: **Boys and Girls Club of Coachella Valley**

FISCAL YEAR: 2010/2011

NEGOTIATED RATE ( )	ACTUAL COST (XX)	<b>FIRST AMENDMENT</b>	
DEPT. ID / PROGRAM <b>4100514235/ 55600</b>			TOTAL: <b>\$250,725</b>

CALOMS#	336106	336107	
SYSTEM #	336106	336107	
TYPE OF MODALITY	ENVIRONMENTAL PREVENTION PROGRAM	DESERT REGION FNL PROGRAM	
MODE OF SERVICE:	20	20	
SERVICE FUNCTION:	12,13,14,16,17	12,13,14,16,17	
SERVICE TYPE: M/C, NON M/C	Non-M/C	Non-M/C	
PROCEDURE CODE	861,862,864,865,866	861,862,864,865,866	
NUMBER OF UNITS:	1,714	5,786	7,500
COST PER UNIT:	\$33.43	\$33.43	
GROSS COST:	\$57,299	\$193,426	\$250,725

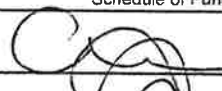
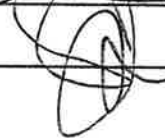
FUNDING CODE			
PROGRAM CODE			
SERVICE CODE			
UNIT REIMBURSEMENT	HOUR	HOUR	
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. PATIENT FEES			0
B. PATIENT INSURANCE			
C. OTHER	0	0	0
TOTAL CONTRACTOR REVENUES	0	0	
MAXIMUM OBLIGATION	\$57,299	\$193,426	\$250,725

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDI-CAL/FFP	\$0	\$0	\$0	0.00%
B. FEDERAL FUNDS	\$0	\$0	\$250,725	100.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0	\$0	0.00%
F. OTHER:	\$0	\$0	\$0	0.00%
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,725</b>	<b>100.00%</b>

FUNDING SOURCES DOCUMENT: Schedule of Funding Source: FY 10/11 Preliminary V.0. Prevention Only

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

11/24/10  
12/1/10