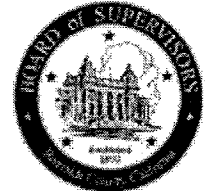


232



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

FROM: Department of Mental Health

SUBMITTAL DATE:

December 1, 2011

SUBJECT: Amend Agreements with Operation Safehouse for the Western and Desert Regions of Riverside County

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve two (2) amendments with Operation Safehouse;
2. Authorize the Chairman of the Board to sign the amendments;
3. Authorize the Purchasing Agent to enter into amendments staying within 10% of the annual contract maximum; and,
4. Authorize the Purchasing Agent to annually renew the agreements through June 30, 2015.

BACKGROUND: Professional Service Agreements with Operation Safehouse were approved by the Board to provide peer-to-peer and early intervention for depression services for transitional age youth (TAY). With the success of each program, the Department is recommending the Board's approval to the amendments in order to expand services provided.

(continued pg. 2)

JW:MB

 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 63,697	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% State MHSA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

~~APPROVE~~

 Debra Cooney

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione 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: December 13, 2011
 xc: Mental Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

3.24

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHAL VICTOR
 DATE: 12/2/11
 Departmental Concurrence
 Mark Seiler, Assistant Director
 Purchasing:
 Policy Policy
 Consent Consent
 Dep. Recommendations Filed with the Clerk of the Board Per Exec. Ofc.

SUBJECT: Amend Agreements with Operation Safehouse for the Western and Desert Regions of Riverside County.

BACKGROUND: (Cont'd)

On November 2, 2010, agenda item 3.35, the Board approved the Professional Service Agreement with Operation Safehouse to provide TAY peer-to-peer services. These services are outreach, engagement, education and stigma reducing efforts to TAY concerning mental health, depression, and suicide issues. On May 5, 2011, the Purchasing Agent approved a First Amendment to this Agreement authorizing a 10% increase to the prorated FY 2010/11 contract award. The increase covered additional costs associated with expanding these services to reach additional communities in both the Western and Desert Regions of Riverside County. To achieve this purpose in FY 2011/12, the Department is requesting an increase in the total contract maximum obligation by \$36,703, from \$178,094 to \$214,797.

On March 1, 2011, agenda item 3.39, the Board approved the Professional Service Agreement with Operation Safehouse to provide early intervention for depression services in TAY youth. These services are designed to reduce the impact and duration of depression in the TAY population. An amendment was approved by the Purchasing Agent to increase the FY 2011/12 contract maximum obligation to \$176,699. This increase covered additional costs associated with expanding these services to reach additional communities in both the Western and Desert Regions of Riverside County. The Department is requesting an additional increase of \$26,994, from \$176,699 to \$203,693, to further expand services for the remaining 2011/12 fiscal year.

FINANCIAL IMPACT:

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2011/12 budget for these expanded services. No additional County funds are required.

PERIOD OF PERFORMANCE:

The agreements are effective through June 30, 2012, and may be renewed annually up to three (3) additional years, subject to the availability of funds.

1 **SECOND AMENDMENT TO AGREEMENT**

2 **between**

3 The COUNTY OF RIVERSIDE and **OPERATION SAFEHOUSE**

4 That certain agreement between the County of Riverside and Operation Safehouse,
5 approved by the Board of Supervisors on November 2, 2010, Agenda Item 3.35 to provide
6 Transitional Age Youth Peer to Peer services, first amended on May 16, 2011, then renewed for
7 FY 2011/12, is hereby amended as follows:
8

- 9 1. Increase the contract maximum obligation by \$36,703, from \$178,094 to \$214,797.
10 Rescind page 3 of 29 of the agreement and replace with the attached page 3 of 29;
- 11 2. Rescind Exhibit B, Budget, page 23 of 29 and replace with the attached Exhibit B,
12 Budget and Schedule I; and,
- 13 3. Rescind Exhibit C, in its entirety, and replace with the attached Exhibit C.

14 All other terms and conditions of the Agreement shall remain the same.

15 **SIGNATURES:**

16 **CONTRACTOR:**

17 **COUNTY OF RIVERSIDE:**

18
19 Signed: Kathy McAdara

Bob Buster

20
21 Printed Name: Kathy McAdara

Bob Buster, Chairman of the Board

22 Date: 11/10/11

Date: DEC 13 2011

23
24 Title: Executive Director
25 Address: 9685 Hayes Street
26 Riverside, CA 92503

Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

27 ATTEST:
28 KECIA HARPER-IHEM, Clerk
BY: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 12/01/11 DATE
MARSHAL VICTOR

This Agreement, made and entered into this 2nd day of November, 2010, by and between OPERATION SAFEHOUSE, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) pages at the prices stated in Exhibit B, Budget, consisting of one page, with additional fiscal provisions as stated in Exhibit C, Payment and Reimbursement, consisting of six (6) pages. Exhibits A, B, and C are attached hereto and by this reference made a part of this agreement.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for three (3) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget and Exhibit C, Payment and Reimbursement. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$214,797 annually including all expenses. The COUNTY 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. Unless otherwise specifically stated in Exhibit B, Budget, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**EXHIBIT B
BUDGET**

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. Contractor shall perform duties described in Exhibit A, then, submit an invoice monthly to COUNTY for services as described the agreement under Section 3, Compensation, with additional provisions stated in Exhibit C, Payment and Reimbursement.

The contract maximum for the Transition Age Youth, Peer-to-Peer services shall not exceed \$214,797.

The cost breakdown is as follows:

WESTERN REGION

Salaries and Benefits	\$94,860
Program	\$ 9,660
Administrative Costs	<u>\$10,000</u>
Total	\$114,520

DESERT REGION

Salaries and Benefits	\$80,617
Program	\$ 9,660
Administrative Costs	<u>\$10,000</u>
Total	\$100,277

Contract Total \$214,797

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	OPERATION SAFEHOUSE - PEER TO PEER	FY 11/12
DEPT ID/PROGRAM:	4100221243 - 74720 - 536240	RU#: See Below
	ACTUAL COST (X)	NEGOTIATED NET AMOUNT (X)

TYPE OF MODALITY	PEI OUTREACH (DESERT)	SALARY & BENEFITS (DESERT)	PROGRAM 1 (DESERT)	ADMIN COSTS (DESERT)	PEI OUTREACH (WESTERN)	SALARY & BENEFITS (WESTERN)	PROGRAM 1 (WESTERN)	ADMIN COSTS (WESTERN)	TOTAL
RU	33JTP1				33JSP1				
MODE OF SERVICE:	45	n/a	n/a	n/a	45	n/a	n/a	n/a	
SERVICE FUNCTION:	10/20	n/a	n/a	n/a	10/20	n/a	n/a	n/a	
PROCEDURE CODES:	601, 602, 603	KS&B	KProg1	KAdmin	601, 602, 603	KS&B	Kprog1	KAdmin	
UNIT MEASUREMENT:	hours	n/a	n/a	n/a	hours	n/a	n/a	n/a	
NUMBER OF UNITS:	9,999	12	12	12	9,999	12	12	12	
COST PER UNIT:	0	\$6,718.05	\$805.00	\$833.33	0	\$7,905.00	\$805.00	\$833.33	
GROSS COST:	0	\$80,617	\$9,660	\$10,000	0	\$94,860	\$9,660	\$10,000	\$214,797
1/12 Billing per Month	0	6,718.05	805.00	833.33	0	\$7,905.00	\$805.00	\$833.33	\$17,899.72
LESS REVENUES COLLECTED									
BY CONTRACTORS:									
A. PATIENT FEES									0
B. PATIENT INSURANCE									0
C. OTHER									0
TOTAL CONTRACTOR REVENUES									0
MAXIMUM OBLIGATION	\$0	\$80,617	\$9,660	\$10,000	\$0	\$94,860	\$9,660	\$10,000	\$214,797
S OF F - MAX OBLIGATION:									
A. MHSA - PEI	\$0	\$80,617	\$9,660	\$10,000	\$0	\$94,860	\$9,660	\$10,000	\$214,797
F. OTHER:									
TOTAL (SOURCES OF FUNDING)	\$0	\$80,617	\$9,660	\$10,000	\$0	\$94,860	\$9,660	\$10,000	\$214,797

FUNDING SOURCES DOCUMENT: 2011-12 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

ACTUAL COST (or Negotiated Rate or Medi-Cal whichever is applicable to your contract)

MEDI-CAL/NON MEDI-CAL

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: OPERATION SAFEHOUSE

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate (Negotiated Rate or Actual Cost rate whichever is applicable to your contract) as specified in the Schedule I and actual units provided, less revenue collected, , not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.

2. The final year-end settlement for non Medi-Cal services shall be based on the Actual Cost or Negotiated Rate, 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 herein, and the applicable maximum reimbursement rates promulgated each year by the State.

B. MEDI-CAL RATES:

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

1 C. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$214,797, subject
3 to availability of Federal, State, and local funds.

4 D. BUDGET:

5 Schedule I presents (for budgetary and planning purposes only) the budget details
6 pursuant to this Agreement. Where applicable, Schedule I contains department
7 identification number (dept. id), billable and non-billable codes, the reporting unit
8 (RU), the mode(s) of service, the service functions, units, revenues received, maximum
9 obligation and source of funding pursuant to this Agreement.

10 E. SHORT-DOYLE/MEDI-CAL (SD/MC):

11 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
12 shall comply with applicable Medi-Cal cost containment principles where
13 reimbursement is based on actual allowable cost, approved Medi-Cal rate, State
14 approved negotiated SD/MC rate or customary charges, whichever is lower as
15 specified in Title 19 of the Social Security Act, Title 22 of the California Code
16 of Regulations and policy letters issued by the State Department of Mental
17 Health.

18 2. SD/MC reimbursement is composed of Local Matching Funds and Federal
19 Financial Participation (FFP).

20 F. REVENUES:

21 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
22 Institutions Code, and as further contained in the State Department of Mental
23 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
24 the provision of the services described pursuant to Exhibit A. Such revenues
25 may include but are not limited to, fees for services, private contributions,
26 grants or other funds. All revenues received by CONTRACTOR shall be
27 reported in their annual Cost Report, and shall be used to offset gross cost.
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2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and 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.
3. 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.
4. 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 holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
5. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Mental Health's Revenue Manual, CONTRACTOR shall not be penalized for non-collection of

1 revenues provided that reasonable and diligent attempts are made by the
2 CONTRACTOR to collect these revenues. Past due patient/client accounts
3 may not be referred to private collection agencies. No patient/client shall be
4 denied services due to inability to pay.

- 5 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
6 CONTRACTOR'S published charges.
- 7 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
8 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
9 COUNTY within ten (10) days of signing the AGREEMENT.
- 10 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
11 fees. Notification must be made within ten (10) days following any fee increase.

12 G. REALLOCATION OF FUNDS:

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

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approval from the Region Program Manager/Administrator prior to the end of either the Contract Period of Performance or Fiscal year.

H. RECOGNITION OF FINANCIAL SUPPORT:

If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

I. PAYMENT:

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

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

3 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
4 CONTRACTOR shall be paid in arrears based upon the actual units of services
5 provided and entered into the COUNTY'S specified Electronic Management of
6 Records (ELMR) system. CONTRACTOR will be responsible for entering all
7 client data into the COUNTY's ELMR Provider Connect system on a monthly
8 basis and approving their services in the ELMR Provider Connect system for
9 electronic notification to the COUNTY for batching (invoicing) and subsequent
10 payment. CONTRACTOR must also submit to the COUNTY a signed Program
11 Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by the
12 Director of the CONTRACTOR organization or an authorized designee of the
13 CONTRACTOR organization. This form must be faxed and/or emailed (PDF
14 format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to
15 ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by
16 the COUNTY via fax and/or email for the prior month no later than 5:00 p.m.
17 on the fifth (5th) working day of the current month. Failure by the
18 CONTRACTOR to enter and approve all applicable services into the ELMR
19 system for the applicable month, and faxing and/or emailing the the signed PIF,
20 will delay payment to the CONTRACTOR until the required documents as
21 outlined herein are provided. SD/MC billings shall be processed by the
22 COUNTY and the CONTRACTOR shall provide the COUNTY with all
23 information necessary for the preparation and audit of such billings.

24 5. The CONTRACTOR shall work with the COUNTY to generate a monthly
25 invoice for payment (through the ELMR system batching process) and the
26 COUNTY will work with the CONTRACTOR to access data in the ELMR
27 system for the CONTRACTOR to provide a quarterly report to their designated
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COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contracts Exhibit A "Scope of Work".

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

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Reporting Unit (RU) 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 30th), 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.
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 of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-five (45) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-five (45) calendar day time frame, future monthly reimbursements will be withheld

1 until the COUNTY is in possession of a completed cost report. Future monthly
2 reimbursements will be withheld if the Cost Report contains errors that are not
3 corrected within ten (10) calendar days of written or verbal notification from
4 the COUNTY. Failure to meet any pre-approved deadlines extension will
5 immediately result in the withholding of future monthly reimbursements.

6 5. The Cost Report shall serve as the basis for year-end settlement to
7 CONTRACTOR including a reconciliation and adjustment of all payments
8 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
9 payments made in excess of Cost Report settlement shall be repaid upon
10 demand, or will be deducted from the next payment to CONTRACTOR.

11 6. All current and/or future payments to CONTRACTOR will be withheld by the
12 COUNTY until all final, current and prior year Cost Report (s) have been
13 reconciled, settled and signed by CONTRACTOR, and received and approved
14 by the COUNTY.

15 7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and
16 as per CONTRACTOR Schedule I, to provide Contract Client Services,
17 Prescriptions, Health Maintenance Costs, and Flexible funding costs under this
18 agreement on the annual cost report. Where deemed applicable, Actual Costs
19 for Indirect Administrative Expenses shall not exceed the percentage of cost as
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

21 K. BANKRUPTCY:

22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
23 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a
24 courtesy 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 in
26 accordance with requirements and deadlines set forth in Section J before final payment
27 is made.
28

1 L. AUDITS:

- 2 1. CONTRACTOR agrees that any duly authorized representative of the Federal
3 Government, the State or COUNTY shall have the right to audit, inspect,
4 excerpt, copy or transcribe any pertinent records and documentation relating
5 to this Agreement or previous Agreements in previous years.
- 6 2. If this contract is terminated in accordance with Section XXIX,
7 TERMINATION PROVISIONS, COUNTY, Federal and/or State
8 governments may conduct a final audit of the CONTRACTOR. Final
9 reimbursement to CONTRACTOR by COUNTY shall not be made until all
10 audit results are known and all accounts are reconciled. Revenue collected by
11 CONTRACTOR during this period for services provided under the terms of
12 this Agreement will be regarded as revenue received and deducted as such
13 from the final reimbursement claim.
- 14 3. Any audit exception resulting from an audit conducted by any duly authorized
15 representative of the Federal Government, the State or COUNTY shall be the
16 responsibility of the CONTRACTOR. Any audit disallowance adjustments
17 may be paid in full upon demand or withheld at the discretion of the Director
18 of Mental Health against amounts due under this Agreement or Agreement(s)
19 in subsequent years.
- 20 4. The COUNTY will conduct Program Monitoring Review and/or Contract
21 Monitoring Review (CMT). Upon completion of monitoring, Contractor will
22 be mailed a report summarizing the results of the site visit. A corrective
23 Action Plan will be submitted by CONTRACTOR within thirty (30) calendar
24 days of receipt of the report. CONTRACTOR'S failure to respond within
25 thirty (30) calendar days will result in withholding of payment until the
26 corrective plan of action is received. CONTRACTOR'S response shall
27 identify time frames for implementing the corrective action. Failure to
28 provide adequate response or documentation for this or previous year's

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Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

M. DATA ENTRY:

1. CONTRACTOR understands that as the COUNTY implements its current ELMR system to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded ELMR system as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.
2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR 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 ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

/Rev. 05/17/10stl; Rev. 06/08/11 stl

1 **THIRD AMENDMENT TO AGREEMENT**

2 **between**

3 The COUNTY OF RIVERSIDE and **OPERATION SAFEHOUSE**

4 That certain agreement between the County of Riverside and Operation Safehouse,
5 approved by the Board of Supervisors on March 1, 2011, Agenda Item 3.39 to provide
6 Transitional Age Youth Depression Treatment Quality Improvement services, first amended on
7 May 16, 2011, then amended a second time on September 15, 2011, is hereby amended as
8 follows:
9

10 Increase the contract maximum obligation for fiscal year 2011/12 by \$26,994, from
11 \$176,699 to \$203,693. Rescind Exhibit C, Reimbursement and Payment, Page C-2 of
12 C-10 and replace with the attached Exhibit C, Reimbursement and Payment, Page C-2 of
13 C-10. Rescind the FY 2011/12 Schedule I and replace with the attached FY 2011/12
14 Schedule I.
15

16 All other terms and conditions of the Agreement shall remain the same.
17

18 **SIGNATURES:**

19 **CONTRACTOR:**

20
21 Signed: Kathy McAdara

22
23 Printed Name: Kathy McAdara

24 Date: 11/10/11

25
26 Title: Executive Director
27 Address: 9685 Hayes Street
28 Riverside, CA 92503

COUNTY OF RIVERSIDE:

Bob Buster

Bob Buster, Chairman of the Board

Date: DEC 13 2011

Board of Supervisors
4080 Lemon Street, 5th Floor

Riverside, CA 92501

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: [Signature]
DEPUTY

1 C. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for fiscal year 2011/2012 shall be \$203,693, subject
3 to availability of Federal, State, and local funds.

4 D. BUDGET:

5 Schedule I presents (for budgetary and planning purposes only) the budget details
6 pursuant to this Agreement. Where applicable, Schedule I contains department
7 identification number (dept. id), billable and non-billable codes, the reporting unit
8 (RU), the mode(s) of service, the service functions, units, revenues received, maximum
9 obligation and source of funding pursuant to this Agreement.

10 E. SHORT-DOYLE/MEDI-CAL (SD/MC):

- 11 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
12 shall comply with applicable Medi-Cal cost containment principles where
13 reimbursement is based on actual allowable cost, approved Medi-Cal rate, State
14 approved negotiated SD/MC rate or customary charges, whichever is lower as
15 specified in Title 19 of the Social Security Act, Title 22 of the California Code
16 of Regulations and policy letters issued by the State Department of Mental
17 Health.
- 18 2. SD/MC reimbursement is composed of Local Matching Funds and Federal
19 Financial Participation (FFP).

20 F. REVENUES:

- 21 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
22 Institutions Code, and as further contained in the State Department of Mental
23 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
24 the provision of the services described pursuant to Exhibit A. Such revenues
25 may include but are not limited to, fees for services, private contributions,
26 grants or other funds. All revenues received by CONTRACTOR shall be
27 reported in their annual Cost Report, and shall be used to offset gross cost.
28

**SCHEDULE I
MENTAL HEALTH**

OPERATION SAFEHOUSE - DT01

FY 11/12

CONTRACT PROVIDER NAME: ACTUAL COST (X) NEGOTIATED NET AMOUNT (X)
 DEPT ID/PROGRAM: 4100221250 - 74720 - 530280 RU#: See Below

RU	TYPE OF MODALITY	33J1PT		SALARY & BENEFITS (DESSERT)	PROGRAM 2 (DESSERT)	ADMIN COSTS (DESSERT)	33J1PT		SALARY & BENEFITS (WESTERN)	PROGRAM 1 (WESTERN)	ADMIN COSTS (WESTERN)	TOTAL
		OUTPATIENT MH SVCS (DESSERT)	PEI OUTREACH (DESSERT)				OUTPATIENT MH SVCS (WESTERN)	PEI OUTREACH (WESTERN)				
MODE OF SERVICE:	01-09; 10-59; 60-68; 70-79	15	45	n/a	n/a	n/a	15	45	n/a	n/a	n/a	
SERVICE FUNCTION:	360, 320, 90801A1, 90804IT, 90806IT, 90808IT, 90846, 90846F		10/20	n/a	n/a	n/a	01-09; 10-59; 60-68; 70-79	10/20	n/a	n/a	n/a	
PROCEDURE CODES:			601, 602, 603	KSS&B	KPrpg2	KAdmin	360, 320, 90801A1, 90804IT, 90806IT, 90808IT, 90846, 90846F	601, 602, 603	KSS&B	Kprpg1	KAdmin	
UNIT MEASUREMENT:	mins	mins	hours	n/a	n/a	n/a	mins	hours	n/a	n/a	n/a	
NUMBER OF UNITS:	9,999	9,999	9,999	12	12	12	9,999	9,999	12	12	12	
COST PER UNIT:	0	0	0	\$5,158.25	\$2,154.17	\$875.00	0	0	\$5,716.17	\$2,404.17	\$916.67	
GROSS COST:	0	0	0	\$61,899	\$25,850	\$10,500	0	0	\$68,594	\$28,850	\$11,000	\$203,693
1/12 Billing per Month	0	0	0	\$5,158.25	\$2,154.17	\$875.00	0	0	\$5,716.17	\$2,404.17	\$916.67	\$16,974.42
LESS REVENUES COLLECTED												
BY CONTRACTORS:												
A. PATIENT FEES												0
B. PATIENT INSURANCE												0
C. OTHER												0
TOTAL CONTRACTOR REVENUES												0
MAXIMUM OBLIGATION	\$0	\$0	\$61,899	\$25,850	\$10,500	\$0	\$0	\$0	\$68,594	\$28,850	\$11,000	\$203,693
S OF F - MAX OBLIGATION:												
A. MESA - PEI	\$0	\$0	\$61,899	\$25,850	\$10,500	\$0	\$0	\$0	\$68,594	\$28,850	\$11,000	\$203,693
F. OTHER:												
TOTAL (SOURCES OF FUNDING)	\$0	\$0	\$61,899	\$25,850	\$10,500	\$0	\$0	\$0	\$68,594	\$28,850	\$11,000	\$203,693

FUNDING SOURCES DOCUMENT:
 ADMIN SVCS ANALYST SIGNATURE:
 FISCAL SERVICE SIGNATURE:

2011-12 CLIB Net Funding