

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

223



FROM : Office on Aging

SUBMITTAL DATE:
November 28, 2011

SUBJECT: Renewal of the Memorandum of Understanding (MOU) between Riverside County Office on Aging (RCOOA) and Riverside County Department of Mental Health (RCDMH) for CareLink Program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Receive and file the MOU between RCOOA and RCDMH, attached.
- 2) Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A, attached.

BACKGROUND: Office on Aging and Department of Mental Health has entered into a Memorandum of Understanding (MOU) in order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) plan received and filed by the Board on January 26, 2010 Agenda Item 3.32. The MOU is effective from July 1, 2011 through June 30, 2012. The purpose of the MOU between RCOOA and RCDMH is to provide PEI for depression to understand cultural populations in the older adult communities.

Continued next page...

Edward F. Walsh
Edward F. Walsh, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 104,561	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

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

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Donna Shaw*
Donna Shaw

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: Office on Aging, Mental Health, Auditor, EO

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

3.26

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Departmental Concurrence
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 11/3-11
 SAMUEL WONG
 Consent Policy
 Consent Policy
 Dept't Recomm.: Per Exec. Ofc.:

Subject: Renewal of the Memorandum of Understanding (MOU) between Riverside County Office on Aging (RCOOA) and Riverside County Department of Mental Health (RCDMH) for CareLink Program.

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.

The Office on Aging FY 2011/2012 Recommended Budget submitted to the Board of Supervisors and approved on June 13, 2011 included an amount of \$260,378 for the implementation of this agreement for the CareLink PEI program. This reflects an underestimated amount of \$104,561; therefore a budget adjustment is needed as outlined on Schedule A. The total budget amount for this agreement is \$364,939.

No additional county funds are required.

**OFFICE ON AGING
SCHEDULE A – FY11-12**

Adjusting revenue and appropriations:

INCREASE ESTIMATED REVENUE:

21450-5300100000-781360	Other Misc. Revenue	Total: 104,561
-------------------------	---------------------	----------------

INCREASE APPROPRIATIONS:

21450-5300100000-525440	Professional Services	2,812
21450-5300100000-527780	Special Program Expenses	3,359
21450-5300100000-536240	Other Contract Agencies	98,390
		=====

Total: 104,561

Subject: Renewal of the Memorandum of Understanding (MOU) between Riverside County Office on Aging (RCOOA) and Riverside County Department of Mental Health (RCDMH) for CareLink Program.

**MEMORANDUM OF UNDERSTANDING
FIRST AMENDMENT**

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

AND

RIVERSIDE COUNTY OFFICE ON AGING

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

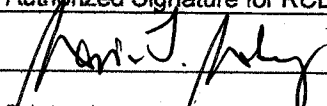
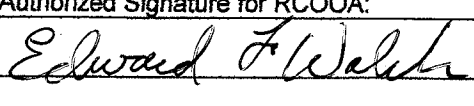
This MEMORANDUM OF UNDERSTANDING, herein after referred to as MOU, entered into by and between the Department of Mental Health (hereinafter "RCDMH"), and the Office on Aging (hereinafter "RCOOA") on November 18, 2010, renewed for FY 2011/12 on July 18, 2011, is hereby amended to increase the maximum reimbursable obligation from \$260,378 to \$364,939:

Rescind pages 3, 4, 5, and 6 and replace with attached revised pages 3, 4, 5, and 6.

Rescind Attachment B, Budget and Claiming and replace with attached updated Attachment B, Budget and Claiming.

Rescind Attachment C in its entirety.

All other terms and conditions of this MOU shall remain unchanged and in full force and effect.

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
ASST MH DIR	
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 Amendment this ___ day of ___ 2011.	

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, 2011 until June 30, 2012.

III. REIMBURSEMENT/PAYMENT

- A. The RCDMH shall be responsible for reimbursing RCOOA up to the maximum amount of \$364,939 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 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. 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.
- E. An estimated Fourth (4th) Quarter Claim is due no later than June 7, 2012.
- F. A final year-end claim, based on the cost of actual services provided, is due within thirty (30) days after the end of the fiscal year.
- G. RCDMH will reimburse RCOOA within thirty (30) days of receipt of the year-end claim, if applicable.
- H. 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.

- D. 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 RCDMH. 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.

VI. 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.

VII. AUDITS

- A. 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).
- B. RCDMH will conduct an Annual Program Monitoring. Upon completion of monitoring, RCOOA will be mailed a report summarizing the results of the site visit. If necessary, 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. 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.
- C. 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.

- D. 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.

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
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 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.

**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 \$364,939. 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 2011/12**

	Grant Expense	In Kind Matching	Total Cost
SALARIES & BENEFITS			
Regular Salaries	227,576	0	227,576
Budgeted Benefits	96,431	0	96,431
SUB-TOTAL	324,007	0	324,007
SERVICES AND SUPPLIES			
Communications	0	8,778	8,778
Maintenance-Equipment	0	838	838
Office Expenses	0	14,353	14,353
Purchase of Services	10,012	12,800	22,812
Specialized Services	0	2,887	2,887
Training	5,000	0	5,000
Transportation and Travel	0	8,980	8,980
SUB-TOTAL	15,012	48,636	63,648
OTHER CHARGES			
Lease & Utilities	0	24,388	24,388
Personnel Services	0	1,988	1,988
Administrative Costs	25,920	75,010	100,930
SUB-TOTAL	25,920	101,386	127,306
DIVISION TOTAL	364,939	150,022	514,961

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 Dept Id to be used for reimbursement is 4100221539-74720-524660.
 - 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 - 4100221539-74720-524660.
- 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: _____
JE NUMBER: _____

SET ID: RIVCO

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

Line #	BUS UNIT (5)	ACCOUNT (6)	FUND (9)	DEPT ID (10)	PROGRAM (6)	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 2011/2012**

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

DATE:
RCOOA
6296 Rivercrest Drive
Riverside, CA 92507

DEPT ID #

	1 ST QUARTER		2 ND QUARTER		3 RD QUARTER		4 TH QUARTER		Grant Total	In Kind Total	Balance
	Grant	In Kind	Grant	In Kind	Grant	In Kind	Grant	In Kind			
SALARIES & BENEFITS											
Regular Salaries									0	0	227,576
Budgeted Benefits									0	0	96,431
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	324,007
SERVICES & SUPPLIES											
Communications									0	0	8,778
Maintenance-Equipment									0	0	838
Office Expenses									0	0	14,353
Purchase of Services									0	0	22,812
Specialized Services									0	0	2,887
Training									0	0	5,000
Transportation & Travel									0	0	8,980
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	63,648
OTHER CHARGES											
Lease & Utilities									0	0	24,388
Personnel Services									0	0	1,988
Administrative Costs									0	0	100,930
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	127,306
DIVISION TOTAL									0	0	514,961

Contact