

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

503



FROM: Department of Public Social Services

SUBMITTAL DATE:
January 15, 2013

SUBJECT: Approve the amendments to agreements with John F. Kennedy Memorial Foundation, Family Services Association, Catholic Charities of San Bernardino/Riverside and MFI Recovery Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached amendments to the agreements with John F. Kennedy Memorial Foundation (CS-02419-01), Family Services Association (CS-02417-01), Catholic Charities of San Bernardino/Riverside (CS-02390-01) and MFI Recovery Center (CS-02399-01), with the option to renew for four additional one-year periods, with an aggregate amount not to exceed \$1,926,427.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,926,427.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 19,264.27	Budget Adjustment:	No
	Annual Net County Cost:	\$ 19,264.27	For Fiscal Year:	12-13

SOURCE OF FUNDS:		Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 43% State Funding: 0%; County Funding: 1%; Realignment Funding: 28%; Other Funding: 28%		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 26, 2013
 xc: DPSS, Purchasing

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

Prev. Agn. Ref.: 3.21 (5/1/12); 3.15 (6/12/12) **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-48

FORM APPROVED COUNTY COUNSEL
 BY: *Sharon* 1-7-13
 PURCHASING: *Mark Seiler*
 ASSISTANT DIRECTOR
 ELEVAN M. BOEVA

Policy
 Policy
 Consent
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

RE: Approve the amendments to agreements with John F. Kennedy Memorial Foundation, Family Services Association, Catholic Charities of San Bernardino/Riverside and MFI Recovery Center

Date January 15, 2013

Page 2

BACKGROUND (Continued):

On June 12, 2012 (Agenda #3.15), the Board of Supervisors approved the agreements with John F. Kennedy Memorial Foundation, and Family Services Association to provide SafeCare In-Home Parenting, and with Catholic Charities of San Bernardino/Riverside and MFI Recovery Center to provide the Core Service (Anger Management, Counseling, Domestic Violence, In-Home Parenting, Parenting Education and Substance Abuse).

On July 1, 2012, DPSS acquired renewal funding from the Department of Mental Health (DMH) for Prevention and Early Intervention (PEI) funding submitted as Attachment A. The MOU between DMH and DPSS provides \$120,000 to expand services for the Safecare program. As a result, we are amending the agreements with John F. Kennedy Memorial Foundation (JFK) and Family Service Association (FSA). JFK units of service will increase by 586 units and FSA units of service will increase by 482 units.

DPSS is also receiving additional CBCAP funds from a cancelled contract. DPSS is requesting that these funds, \$73,144, be allocated to the JFK contract. This funding will allow JFK to provide an additional 599 units for Zone 3.

DPSS has also identified additional savings through another contract to apply towards these amendments. We allocated approximately \$33,000 to each zone for a total of \$100,000. Catholic Charities provides services in Zone 1 & 3, and MFI provides services in Zone 2. This money will be allocated towards individual counseling. This funding will allow Catholic Charities of San Bernardino/Riverside to provide an additional 1,079 units of individual counseling in Zone 1 and 804 units of counseling in Zone 3. MFI will provide an additional 476 units of individual counseling in Zone 2.

FINANCIAL:

Funding for these contracts is 100% State and Federal funds and was budgeted through the normal County budget process.

ATTACHMENT(S):

- A – PEI Funding MOU between DMH and DPSS.
- B – CS-02390-01 Amendment #1 with Catholic Charities of San Bernardino/Riverside
- C – CS-02399-01 Amendment #1 with MFI Recovery Center
- D – CS-02417-01 Amendment #1 with Family Services Association
- E – CS-02419-01 Amendment #1 with John F. Kennedy Memorial Foundation

CONCUR/EXECUTE – County Purchasing

SL: tcs

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 1
PROFESSIONAL SERVICES AGREEMENT WITH

Family Service Association
SafeCare & Differential Response

PROFESSIONAL
SERVICES CONTRACT: CS-02417-01

CONTRACT TERM: July 1, 2012 through June 30, 2013

EFFECTIVE DATE
OF AMENDMENT: July 1, 2012

MAXIMUM AMOUNT: \$477,309

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Family Service Association, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read: CS-02417-01
2. On the Recitals Page, amend the MAXIMUM REIMBURSABLE AMOUNT, to "\$477,309."
3. Amend Section III.A.21 "CONTRACTOR RESPONSIBILITIES," to read:
"Initial contact shall be made within 2-3 business days of receipt of referral."
4. Amend Section III.A.22 "CONTRACTOR RESPONSIBILITIES," to read:
"Conducts a drop-by visit to family's home if family is unable to be reached by telephone."
5. Amend Section III.A.25 " CONTRACTOR RESPONSIBILITIES," to read:
"Notify the County in writing via email if the family refuses to participate or does not participate in SafeCare."
6. Amend Section III.C.1 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:
"1. MAXIMUM REIMBURSABLE AMOUNT
Total payment under this Contract shall not exceed \$477,309. This amount shall cover initial training costs of \$16,422 and subsequent training for the duration of the contract shall be billed hourly based on current staff salary."
7. Amend Section III.C.2 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:

"2. UNIT OF SERVICE DEFINITION

A single Unit of Service is inclusive of the following:

One (1) unit of SafeCare in-home parenting is defined as one (1) single session no more than twice per week; AND must be a minimum of ninety (90) minutes of face-to-face with a family. Sessions are not to exceed 20 units per family; unless prior authorization from DPSS is obtained."

8. Amend Section III.C.3 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:

3. UNIT OF SERVICE COST RATE

Zone 1

(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service (Units are defined in Section C.2. above)	Total Cost (Multiply Column C by Column D)
126	2521	20	2693	\$119	\$320,467

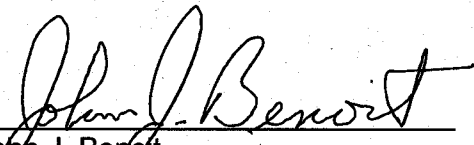
Zone 2

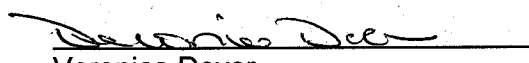
(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service (Units are defined in Section C.2. above)	Total Cost (Multiply Column C by Column D)
50	1008	20	1180	\$119	\$140,420

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

Family Service Association


 John J. Benoit,
 Chair, Board of Supervisors


 Veronica Dover,
 Chief Operating Officer

FEB 26 2013

Date

1/03/13
 Date

FORM APPROVED COUNTY COUNSEL

BY: 
 ELENA M. BOEVA

FEB 26 2013

3-48

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 1
PROFESSIONAL SERVICES AGREEMENT WITH

John F Kennedy Memorial Foundation
SafeCare & Differential Response

PROFESSIONAL
SERVICES CONTRACT: CS-02419-01

CONTRACT TERM: July 1, 2012 through June 30, 2013

EFFECTIVE DATE
OF AMENDMENT: July 1, 2012

MAXIMUM AMOUNT: \$231,462.90

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and John F Kennedy Memorial Foundation, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read: CS-02419-01
2. On the Recitals Page, amend the MAXIMUM REIMBURSABLE AMOUNT, to "\$231,462.90."
3. Amend Section III.A.20 "CONTRACTOR RESPONSIBILITIES," to read:
"Initial contact shall be made within 2-3 business days of receipt of referral."
4. Amend Section III.A.21 "CONTRACTOR RESPONSIBILITIES," to read:
"Conducts a drop-by visit to family's home if family is unable to be reached by telephone."
5. Amend Section III.A.24 "CONTRACTOR RESPONSIBILITIES," to read:
"Notify the County in writing via email if the family refuses to participate or does not participate in SafeCare."
6. Amend Section III.C.1 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:
"1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$231,462.90. This amount shall cover billing Blythe mileage not to exceed \$4,000 annually and to cover training costs of \$5,327. Any subsequent training for the duration of the contract shall be billed hourly based on current staff salary."

7. Amend Section III.C.2 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:

"2. UNIT OF SERVICE DEFINITION

A single Unit of Service is inclusive of the following:

One (1) unit of SafeCare in-home parenting is defined as one (1) single session no more than twice per week; AND must be a minimum of ninety (90) minutes of face-to-face with a family. Sessions are not to exceed 20 units per family; unless prior authorization from DPSS is obtained."

8. Amend Section III.C.3 "CONTRACTOR RESPONSIBILITIES" "FISCAL," to read:

3. UNIT OF SERVICE COST RATE

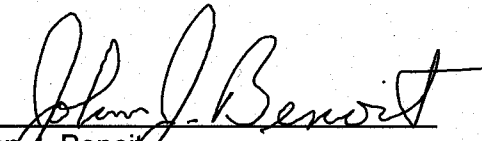
Zone 3

(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service Units are defined in (Section C.2. above)	Total Cost (Multiply Column D by Column E)
50	900	20	2085	\$106.54	\$222,135.90

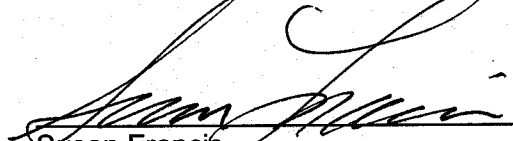
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

John F. Kennedy Memorial Foundation



 John J. Benoit
 Chair, Board of Supervisors



 Susan Francis
 CEO

FEB 26 2013

 Date

1-14-13


 Date

ATTEST:

KECIA HARPER-IHEM, Clerk

By 

 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY:  1-7-13

 ELENA M. BOEVA DATE

FEB 26 2013 3-48

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
 AMENDMENT # 1
 PROFESSIONAL SERVICES AGREEMENT WITH

Catholic Charities San Bernardino Riverside
 Multi-Service

PROFESSIONAL SERVICES CONTRACT: CS-02390-01
 CONTRACT TERM: July 1, 2012 through June 30, 2013
 EFFECTIVE DATE OF AMENDMENT: December 1, 2012
 MAXIMUM REIMBURSABLE AMOUNT: \$897,157.80

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Catholic Charities San Bernardino Riverside, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read: CS-02390-01
2. On the Recitals Page, and every page thereafter, amend all references to the Maximum Reimbursable Amount to read: "\$897,157.80"
3. Amend Section III. CONTRACTOR RESPONSIBILITIES, subsection J. FISCAL, paragraph 1. MAXIMUM REIMBURSABLE AMOUNT to read: "\$897,157.80"
4. Amend Section III. CONTRACTOR RESPONSIBILITIES, subsection J. FISCAL, paragraph 1. MAXIMUM REIMBURSABLE AMOUNT, line 2. to read:

Services	Zone	Billing Cost per Unit of Service as defined in Section III., paragraph 1. "Fiscal", subsection 2.g. of this contract	Maximum Amount
Individual/Family Counseling	1	\$70.00	\$ 240,825.00
	3	\$70.00	\$ 93,305.00

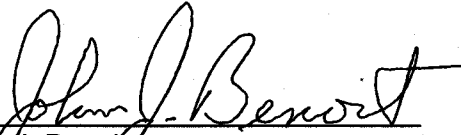
5. Amend Section III. CONTRACTOR RESPONSIBILITIES, subsection J. FISCAL, paragraph 2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT, subparagraph d. to read:

"d. The Contractor shall submit a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A) for each zone, following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments. Contractor must submit a separate 2076A for all Individual/Family/Conjoint Counseling units of service for clients referred by the County."

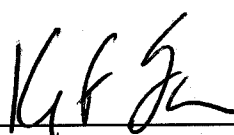
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

Catholic Charities San Bernardino Riverside

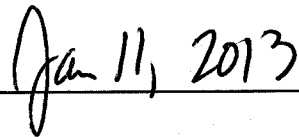


John J. Benoit
Chair, Board of Supervisors



Ken Sawa
CEO Executive Vice President

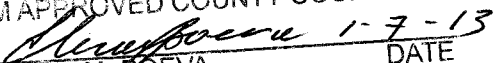
Date FEB 26 2013

Date 

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  1-7-13
ELENA M. BOEVA DATE

FEB 26 2013 3-48

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
 AMENDMENT # 1
 PROFESSIONAL SERVICES AGREEMENT WITH

MFI Recovery Center Inc
 Multi-Service

PROFESSIONAL SERVICES CONTRACT: CS-02399-01

CONTRACT TERM: July 1, 2012 through June 30, 2013

EFFECTIVE DATE OF AMENDMENT: December 1, 2012

MAXIMUM REIMBURSABLE AMOUNT: \$320,497.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and MFI Recovery Center Inc, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read: CS-02399-01
2. On the Recitals Page, and every page thereafter, amend all references to the Maximum Reimbursable Amount to read:
 "\$320,497.00"
3. Amend Section III. CONTRACTOR RESPONSIBILITIES, subsection J. FISCAL, paragraph 1. MAXIMUM REIMBURSABLE AMOUNT, line 2 INDIVIDUAL/FAMILY COUNSELING MAXIMUM AMOUNT to read:

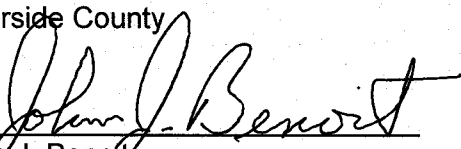
	Zone	Billing Cost per Unit of Service as defined in Section III., paragraph I. "Fiscal", subsection 2.g. of this contract	Maximum Amount
Individual/Family Counseling	2	\$70.00	\$ 83,330.00

4. Amend Section III. CONTRACTOR RESPONSIBILITIES, subsection J. FISCAL, paragraph 2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT, subparagraph d. to read:
 "d. The Contractor shall submit a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments. Contractor must submit a separate 2076A for all Individual/Family Counseling units of service for clients referred by the County."

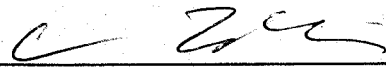
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

MFI Recovery Center Inc



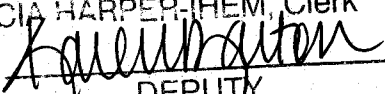
John J. Benoit,
Chair, Board of Supervisors




Craig Lambdin
Executive Director

FEB 26 2013
Date

1/14/13
Date

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  1-7-13
ELENA M. BOEVA DATE

FEB 26 2013 340

MEMORANDUM OF UNDERSTANDING RENEWAL

DEPARTMENTS: RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH

AND

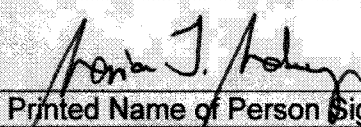
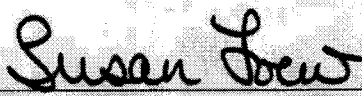
RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES

TYPE OF SERVICE: PREVENTION AND EARLY INTERVENTION

THIS MEMORANDUM OF UNDERSTANDING (herein after referred to as "MOU"), entered into by and between the Riverside County Department of Mental Health (hereinafter "RCDMH"), and Riverside County Department of Public Social Services (hereinafter "RCDPSS") effective July 1, 2011 to June 30, 2012, and is hereby renewed, effective July 1, 2012 and will continue through June 30, 2013.

- Terms and Conditions for Fiscal Year 2012/13 are attached.
- Attachments A, B, and C, updated for Fiscal Year 2012/13, are attached.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this renewal of the MOU.

Authorized Signature for RCDMH:	Authorized Signature for RCDPSS:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
for Jerry A. Wengerd	Susan Loew
Title: Mental Health Director	Title: Director, RCDPSS
Address: 4095 County Circle Drive Riverside, CA 92503	Address: 10281 Kidd St. Riverside, CA 92503
IN WITNESS WHEREOF, the parties hereto have executed this MOU this <u> 1st </u> day of <u> July </u> 2012.	

I. DUTIES AND RESPONSIBILITIES:

A. RCDPSS RESPONSIBILITIES:

1. Assign staff to be the liaison between RCDPSS, Mental Health and the subcontractors who are performing the services identified in Attachment "A".
2. Monitor the performance of subcontractors who are performing the services identified in Attachment "A". RCDPSS, at its sole discretion, may monitor the performance of the subcontractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and contractor self-monitoring.
3. Ensure that each subcontractor adhere to a single evidence-based practice model or program for each service provision. It is important that intervention components and activities are implemented in the manner intended by the designers of the intervention. Combining or altering Evidence-Based models or programs interferes with model/program fidelity and replication.
4. Provide performance outcome measurement information to RCDMH as agreed upon and as requested.
5. Require subcontractors providing services to submit periodic reports on outcomes and year end summary information as requested.

B. RCDMH RESPONSIBILITIES:

1. Assign a staff person to be the liaison between Mental Health and RCDPSS.
2. Monitor the progress and outcomes of the subcontractors based on the information presented by RCDPSS.
3. Reimburse RCDPSS in accordance with payment provisions and for the PEI services outlined in, Attachment "A".

II. REPORTING PROCEDURES

A. RCDPSS shall collect and report on the following information from the subcontractors:

1. Unduplicated individual count
2. Name
3. Date of Birth
4. Gender
5. Address including zip code
6. Race/Ethnicity
7. Primary language
8. Unduplicated number and ages of children impacted through the program
9. Unduplicated number of families served through the program
10. If applicable, other cultural groups, i.e. deaf and LGBTQ

B. Reports are due no later than 30 days after the end of each quarter (September, December, March, June).

III. TERM OF MOU

The period of performance shall be July 1, 2012 until June 30, 2013, and may be renewed in one-year increments, upon available PEI funding, mutual, written consent and signatures by both Parties involved.

IV. REIMBURSEMENT/PAYMENT

- A. The RCDMH shall be responsible for reimbursing RCDPSS up to the maximum amount of \$120,000 for services performed, products provided and expenses incurred in accordance with the terms of Attachment "A". RCDMH is not responsible for any fees or costs incurred above or beyond the amount stated herein and shall have no obligation to purchase any specified amount of services or products
- B. Services provided by RCDPSS pursuant to this understanding, shall receive quarterly reimbursement based upon Attachment "B" Budget and Claim actual cost breakdown and shall not to exceed the maximum obligation of RCDMH as specified herein.
- C. RCDPSS shall submit a quarterly claim, 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 RCDPSS, RCDMH shall reimburse RCDPSS in the amount and manner described in Attachment "C", attached hereto and by this reference incorporated herein
- 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 RCDPSS in writing; and this MOU shall be deemed terminated and have no further force and effect.

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 implemented.

- 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 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 the availability of funds provided by MHSA PEI. In this event, RCDMH shall notify RCDPSS immediately and provide a date of termination. Services provided through RCDPSS shall be reimbursed by RCDMH through the date of termination. In the event of termination, a claim for reimbursement shall be submitted to RCDMH by RCDPSS within thirty (30) days after the termination date.

VI. FINANCIAL RECORDS

- A. RCDPSS 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 RCDPSS 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/or audit findings involving the records, have been fully resolved. The seven (7) year retention period commences upon fully resolved litigation, claim, or audit. Exceptions to the seven (7) year retention period will be made if County, State, and/or Federal laws mandate a longer retention period.

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

RCDMH and RCDPSS 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 RCDPSS 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 RCDPSS 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
Riverside, CA 92513-7549
(951) 358-4521

VIII. CONFIDENTIALITY

RCDMH and RCDPSS understand to maintain the confidentiality of all mental health

client information in accordance with all applicable Federal, State and local laws and regulations. RCDMH and RCDPSS will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health 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 RCDPSS and/or RCDMH will notify the RCDMH Compliance Officer of any breach of applicable confidentiality laws referenced herein.

IX. ALTERATION OF TERMS AND ENTIRE MOU

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 RCDPSS.

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

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

Department of Public Social Services (RCDPSS)
Contracts Administration Unit
10281 Kidd St.
Riverside, CA 92503

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, 2013, unless funds are made available for such performance.

XI. SUPPLANTATION

- A. According to the California Code of Regulations, Title 9, Division 1, 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.
- B. Funds cannot be used to replace other state or county funds required to be used to provide mental health services. Funds must be used on programs that were not in existence in the county at the time of the enactment of MHSA, November 2, 2004, or to expand the capacity of existing services that were being provided at the time of MHSA enactment.

XII. MISCELLANEOUS PROVISIONS

- A. **MOU:** This MOU shall not be assigned by RCDPSS or RCDMH, either in whole or in part, without prior written consent from RCDMH. Any assignment or purported assignment of this MOU by RCDPSS without the prior written consent of RCDMH will be deemed void and of no force or effect.
- B. **LICENSE AND CERTIFICATION:** RCDMH and RCDPSS 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/or licensed staff, as appropriate. RCDPSS 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"

1. This MOU is funded in accordance with the Mental Health Services Act, PEI Plan. RCDPSS shall perform duties and receive reimbursement for services described.
2. The MOU maximum amount for the Prevention and Early Intervention shall not exceed \$120,000. Reimbursement will be made in accordance with Section IV, REIMBURSEMENT/PAYMENT. The cost breakdown is as follows:

Subcontractors	Services to be Performed	Cost	PEI Plan Project	Dept ID
John F Kennedy Memorial Foundation (JFK)	SafeCare	\$62,484	#2	4100221536-74720
Family Service Association (FSA)	SafeCare	\$57,516	#2	4100221536-74720

3. RCDPSS will provide RCDMH copies of invoices to supplement the Claim Form and JE Worksheet that are to be submitted quarterly for reimbursement/payment.
4. Instructions for Attachment "B" - JE Worksheet Contractor Payment Request:

The Dept Id to be used for reimbursement is 4100221536-74720.

- 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 Attachment "B" - Claim Form:
Enter the Date and Dept Id - 4100221536-74720.

Fill in the total claimed amount for each sub-contractor in the appropriate quarter claiming period for your department. Prior quarter claims should also be entered.

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: 2012/2013

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

SET ID: RIVCO

Line #	BUS UNIT (5)	ACCOUNT (6)	FUND (6)	DEPT ID (10)	PROGRAM (6)	CLASS (10)	PROJECT/GRANT (16)	(+) 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 _____
PREPARED BY _____ PHONE _____

APPROVED BY _____ DATE _____
PREPARED BY _____ PHONE _____

**ATTACHMENT "B" (Cont.)
SAMPLE CLAIM FORM**

**MEMORANDUM OF UNDERSTANDING
QUARTERLY CLAIM - FY 2012/2013**

DATE: _____

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

(RCDPSS)
Contracts Administration Unit
10281 Kidd St. DEPT ID #
Riverside, CA 92503

DEPT ID # _____

SUB-CONTRACTOR(S) Providing the following services - SafeCare	Dept ID	1 ST QUARTER	2 ND QUARTER	3 RD QUARTER	4 TH QUARTER	BUDGET TOTAL	Remaining Balance
John F Kennedy Memorial Foundation (JFK)	4100221536-74720					\$62,484	
Family Service Association (FSA)	4100221536-74720					\$57,516	
GRAND TOTAL		0	0	0	0	120,000	0

CONTACT INFO:

ATTACHMENT "C"
ADDITIONAL FISCAL PROVISIONS

A. GENERAL FISCAL PROVISIONS:

1. Unless otherwise notified by RCDMH, RCDPSS claims will be paid by RCDMH within fifteen (15) days after the date the claim is received by the applicable RCDMH Program/Region.
2. Monthly reimbursements may be withheld at the discretion of the Director or designee due to material non-compliance, including audit disallowances and/or adjustments or disallowances resulting from RCDMH'S Program Monitoring and/or Cost Report process.
3. An estimated Fourth (4th) Quarter claim is due no later than June 6, 2013.
4. 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.
5. RCDMH will reimburse RCDPSS within thirty (30) days of receipt of the final year end claim, if applicable.

B. REALLOCATION OF FUNDS:

RCDPSS 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.

C. AUDITS:

1. RCDPSS 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, RCDPSS will be mailed a report summarizing the results of the site visit. If necessary a corrective Plan of Action will be submitted by RCDPSS within thirty (30) calendar days of receipt of the report. RCDPSS'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. RCDPSS'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 RCDPSS.

Final reimbursement to RCDPSS by RCDMH shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by RCDPSS 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 RCDPSS. 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.