

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

827



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
September 24, 2013

SUBJECT: AMENDMENT # 6 FOR OLIVE CREST TREATMENT CENTERS, INC. AND FOR OAK GROVE INSTITUTE FOUNDATION, INC.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Amendments # CS-01988-06 with Olive Crest Treatment Centers, Inc. increasing the maximum contract amount from \$2,753,100.00 to \$2,844,870.00 and CS-02010-06 with Oak Grove Institute Foundation, Inc. increasing the maximum contract amount from \$1,361,580.00 to \$2,067,126.00 both covering the period of July 1, 2013 – June 30, 2014, with no renewal options;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise 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:	\$ 797,316	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13-14

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>	
Federal Funding:	0%	State Funding: 0%;	County Funding: 0%;	Realignment Funding: 100%;	Other Funding: 0%
				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 Stone, seconded by Supervisor Ashley 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: September 24, 2013
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: 3.44 (12/14/10), 3.50 (02/26/13) District: All Agenda Number: **3-49**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 9-5-13 DATE: _____
ELENAM. BOEVA Purchasing Departmental Concurrence
Mark Seiler, Assistant Director

Policy Policy
Consent Consent
Dep't Recomm.: _____
Per Exec. Ofc.: _____

RE: AMENDMENT # 6 FOR OLIVE CREST TREATMENT CENTERS, INC. AND FOR OAK GROVE INSTITUTE FOUNDATION, INC.

Date: September 24, 2013
Page 2

BACKGROUND:

As a result of Senate Bill 163 (Statutes of Welfare and Institutions Code 18250), the State authorized counties to implement a Wraparound program to provide foster youth with alternatives to group home care by using the equivalent funding to provide intensive services to the youth and family and ultimately improve outcomes for these children.

A Request for Proposal (RFP) was issued in March 2010 for Wraparound Services, as a result of the RFP, the Board of Supervisors approved agreements with Olive Crest Treatment Centers, Inc. and Oak Grove Institute Foundation, Inc. to provide Wraparound services.

Over the years, Wraparound services to youth and families in need have incrementally increased. The initial focus of Wraparound was to reduce the number of youth in Group Home placements. This strategy proved to be effective, with the number of dependent youth in Group Home placements decreasing from over 350 in 2007 to 189 in 2013.

On February 26, 2013 (Agenda 3.50) the Board of Supervisors approved Amendments # CS-01988-04 with Olive Crest Treatment Centers, Inc. increasing the maximum contract amount from \$1,310,386 to \$2,753,100 and CS-02010-04 with Oak Grove Institute Foundation, Inc. increasing the maximum contract amount from \$618,930 to \$1,361,580. The amendment with Olive Crest Treatment Centers, Inc. increased the slots from 50 up to 105 and increased slots from 25 up to 55 for Oak Grove Institute Foundation, Inc..

Olive Crest Treatment Centers, Inc. and Oak Grove Institute Foundation, Inc. maintain strong teams, capable of providing services to keep youth with their families or in lower levels of care. The Wraparound program currently has a re-entry rate of 5%. This is compared to the 25% re-entry rates of youth exiting Group Home Care without Wraparound services, and Riverside County's overall re-entry rate of 12%.

The recommended amendment with Olive Crest Treatment Centers, Inc. would increase the Wraparound slots from 105 up to 130 and the Maximum Reimbursable Amount (MRA) will increase an additional \$91,770.00. The recommended amendment would increase Oak Grove Institute Foundation, Inc. Wraparound slots from 55 up to 100 and the MRA will increase an additional \$705,546.00. These amendments provide partial funding because the slots will be phased in throughout FY 13/14 until they reach maximum capacity. The increase will allow more children to receive wraparound services.

Therefore, at this time it is being requested that the Board execute the attached amendments to the current contract with Olive Crest Treatment Centers, Inc. and Oak Grove Institute Foundation, Inc. to allow for additional slots and increase the MRA in order to continue providing Wraparound services to children and families.

The total cost incurred for FY 13/14 will be \$2,844,870.00 for Olive Crest Treatment Centers, Inc. and \$2,067,126.00 for Oak Grove Institute Foundation, which is a \$797,316.00 increase from FY 12/13.

An RFP will be issued this fall to seek competitive bids for Wraparound Services for FY 14/15.

FINANCIAL:

Funding is available through the Wraparound Trust Fund which is funded 100% through Realignment funds.

ATTACHMENT(S):

1. Services Contract Amendment # 6 (CS-01198-06) with Olive Crest Treatment Centers, Inc. (3 copies)
2. Services Contract Amendment # 6 (CS-02010-06) with Oak Grove Institute Foundation Inc. (3 copies)

CONCUR/EXECUTE –

County Counsel and County Purchasing

SL:mm

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 6
PROFESSIONAL SERVICES AGREEMENT WITH
Oak Grove Institute Foundation, Inc.
Wraparound Services

PROFESSIONAL
SERVICES CONTRACT: CS-02010-06

CONTRACT TERM: July 1, 2013 through June 30, 2014

EFFECTIVE DATE
OF AMENDMENT: July 1, 2013

MAXIMUM REIMBURSABLE
AMOUNT: \$2,067,126.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Oak Grove Institute Foundation, 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-02010-06"
2. On the Recitals Page, amend CONTRACTOR to read:
"Oak Grove Institute Foundation, Inc. dba Oak Grove Center for Education, Treatment & The Arts".
3. On the Recitals Page, amend Maximum Reimbursable Amount to read: "\$2,067,126.00"
4. Amend section III.A.4.iv. CONTRACTOR RESPONSIBILITIES, SCOPE OF SERVICE, SERVICE DELIVERY REQUIREMENTS to read:
"Provide the capacity to serve an average ongoing caseload of up to 100 children or youth and their families. A maximum of five (5) slots may be used for AAP, if slots are not filled with AAP they may be used for general Wraparound clients."
5. Amend section III.A.5.iii.c CONTRACTOR RESPONSIBILITIES, ADMINISTRATIVE REQUIREMENTS to read:
"Offer services in the client's preferred language. When this is not possible, Contractor shall be responsible for appropriate interpretation and translation services, to include American Sign Language (ASL)."
6. Amend section III.A.8.i.e. BUDGET/BILLING to remove "Assessment date" from requirement.
7. Amend section IV. FISCAL to read:

A. MAXIMUM REIMBURSABLE AMOUNT
Total payment under this Contract shall not exceed \$2,067,126.00.

B. UNIT OF SERVICE COST RATE

1. The Contractor shall be paid for each unit of service, where a unit represents one client (child/family) per month, as follows:
2. Any Child/family will be prorated at the rate of \$68 per billable days. Otherwise it will be \$2,063 per client on a full month of service.
3. If more than one child in a family is receiving Wraparound services, DPSS is to pay the individual client rate times the number of children in the family receiving Wraparound services, (i.e. three siblings living with the same caregiver (same household) receiving Wraparound services, DPSS should pay $\$2,063 \times 3 = \$6,189$ per full month of services for this family).

C. MEDI-CAL BILLING

The Contractor shall bill/invoice Medi-Cal for all claimable expenses.

D. ADOPTION ASSISTANCE PROGRAM

The Contractor must identify clients when Adoption Assistance Program (AAP) is being requested within the Monthly Client Log. A maximum of 5 slots may be used for AAP, if slots are not filled with AAP clients, slots may be used for general Wraparound clients.

E. CLIENT FEES

Clients receiving services under this Agreement shall not be charged fees.

F. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following: client name, last four digits of client SSN, copy of referral, name of person who referred client, face-to-face meeting date, plan of care (POC) date and discharge/term date. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit DPSS Forms 2076A and Instructions (Exhibit A) if applicable following the instructions set forth on the "Instructions for Form 2076A." Exhibits A and the instructions are attached hereto and incorporated herein by this reference for request of all payments.
5. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

G. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

H. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be

available for review and audit by appropriate officials of Federal, State and County agencies.

I. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

J. DISALLOWANCE

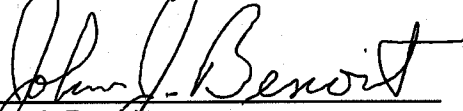
In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

K. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

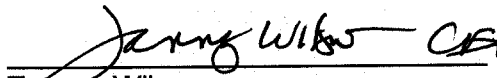
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #6 to the Contract.

Riverside County



John J. Bennett,
Chairman, Board of Supervisors

Oak Grove Institute Foundation Inc.




Tammy Wilson
Chief Executive Officer

SEP 24 2013

Date

9/10/13

Date

ATTEST:
KECIA HARPER-JHEM, Clerk
By 

DEPUTY

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 6
PROFESSIONAL SERVICES AGREEMENT WITH
Olive Crest Treatment Centers
Wraparound

PROFESSIONAL
SERVICES CONTRACT: CS-01988-06

CONTRACT TERM: July 1, 2013 through June 30, 2014

EFFECTIVE DATE
OF AMENDMENT: July 1, 2013

MAXIMUM REIMBURSABLE
AMOUNT: \$2,844,870.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Olive Crest Treatment Centers, 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-01988-06"
2. On the Recitals Page, amend the Maximum Reimbursable Amount to read: "\$2,844,870.00"
3. Amend section III.A.4.iv. CONTRACTOR RESPONSIBILITIES, SCOPE OF SERVICE, SERVICE DELIVERY REQUIREMENTS to read: "Provide the capacity to serve an average ongoing caseload of up to 130 children or youth and their families. A maximum of five (5) slots may be used for AAP, if slots are not filled with AAP they may be used for general Wraparound clients."
4. Amend section III.A.5.iii.c CONTRACTOR RESPONSIBILITIES, ADMINISTRATIVE REQUIREMENTS to read: "Offer services in the client's preferred language. When this is not possible, Contractor shall be responsible for appropriate interpretation and translation services, to include American Sign Language (ASL)."
5. Amend section III.A.8.i.e. BUDGET/BILLING to remove "Assessment date" from requirement.
6. Amend section IV.FISCAL to read:
 - A. MAXIMUM REIMBURSABLE AMOUNT
Total payment under this Contract shall not exceed \$2,844,870.00.
 - B. UNIT OF SERVICE COST RATE
 1. The Contractor shall be paid for each unit of service, where a unit represents one client (child/family) per month, as follows:

2. Any Child/family will be prorated at the rate of \$72 per billable days. Otherwise it will be \$2,185 per client, per full month of service.
3. If more than one child in a family is receiving Wraparound services, DPSS is to pay the individual client rate times the number of children in the family receiving Wraparound services, (i.e. three siblings living with the same caregiver (same household) receiving Wraparound services, DPSS should pay $\$2185 \times 3 = \$6,555$ per full month of services for this family)."

C. MEDI-CAL BILLING

The Contractor shall bill/invoice Medi-Cal for all claimable expenses.

D. ADOPTION ASSISTANCE PROGRAM

The Contractor must identify clients when Adoption Assistance Program (AAP) is being requested within the Monthly Client Log. A maximum of 5 slots may be used for AAP, if slots are not filled with AAP clients, slots may be used for general Wraparound clients.

E. CLIENT FEES

Clients receiving services under this Agreement shall not be charged fees.

F. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following: client name, last four digits of client SSN, copy of referral, name of person who referred client, face-to-face meeting date, plan of care (POC) date and discharge/term date. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit DPSS Forms 2076A and Instructions (Exhibit A) if applicable following the instructions set forth on the "Instructions for Form 2076A." Exhibits A and the instructions are attached hereto and incorporated herein by this reference for request of all payments.
5. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

G. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that

there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

H. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

I. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

J. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

K. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #6 to the Contract.

Riverside County

Olive Crest Treatment Centers

John J. Benoit
John J. Benoit
Chairman, Board of Supervisors

Donald Verleur
Donald Verleur
CEO

SEP 24 2013
Date

09/06/13
Date

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY