

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



ITEM: 3.17
(ID # 24683)

MEETING DATE:
Tuesday, May 07, 2024

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the First Amendment to the FY 2023/2024 Behavioral Health Agreement between Riverside University Health System – Behavioral Health (RUHS-BH) and The Carolyn E. Wylie Center for Triple P: Positive Parenting Program, All Districts. [\$311,559 in Additional Funding, \$620,391 Total for FY 2023/2024, up to \$62,031 in Additional Compensation, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the FY 2023/2024 Behavioral Health Agreement between Riverside University Health System – Behavioral Health (RUHS-BH) and The Carolyn E. Wylie Center for Triple P: Positive Parenting Program, where the contract maximum is increasing by \$311,559, for a total FY 2023/2024 amount of \$620,391; and authorize the Chair of the Board to sign and execute the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of funding and as approved by County Counsel to: a) sign renewals and amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement, and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual contract amount through June 30, 2024.


ACTION:Policy


Matthew Chang, Director 4/4/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 7, 2024
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 311,559	\$ 0	\$ 620,391	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% STATE			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System–Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

The Mental Health Services Act (MHSA) provides funding for Prevention and Early Intervention (PEI) services, which includes mental health outreach, awareness and stigma reduction, parent education and support, early intervention for families in schools, transition age youth projects, first onset for older adults, trauma-exposed services and underserved cultural populations. These services are best delivered by contract providers in targeted communities in non-clinical settings such as community centers, schools, faith-based organizations, and libraries.

The Triple P: Positive Parenting Program, a component of MHSA PEI, is designed to prevent social, emotional, behavioral, and developmental problems in children by enhancing their parents' knowledge, skills, and confidence. The program, which also can be used for early intervention and treatment, is founded on social learning theory and draws on cognitive, developmental, and public health theories.

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the communities of Riverside County. The PEI Services target individuals who may be experiencing the first onset of mental illness to provide them with the tools and resources needed to prevent the mental illness from becoming disabling.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY2023/24 budget. No additional County funds are required.

Contract History and Price Reasonableness

On October 3, 2019, RFP #MHARC-246 – Prevention and Early Intervention Triple P: Positive Parenting Program was released via the Public Purchase website, which notified 699 organizations. In addition, an email notification was sent to 376 individuals who were on the PEI Bidders list to inform them the County was seeking proposals for these services. The RFP was viewed by 81 organizations on Public Purchase. There was a total of 5 organizations who

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STATE OF CALIFORNIA**

submitted a bid for the RFP. Based on the Request for Clarification (RFC) / Best and Final Offer (BAFO) responses, the evaluation committee determined to make the contract award recommended for the highest scoring bidder, The Carolyn E. Wylie Center for Western, Mid-County, and Desert Regions.

On March 2, 2021 (#3.18), the Board of Supervisors approved the award recommendation and the Behavioral Health Agreement with The Carolyn E. Wylie Center for FY 2020/2021 through FY 2023/2024, with an annual contract maximum of \$280,757, and up to \$28,075 in additional compensation.

On October 2, 2023, the Purchasing Agent approved the Behavioral Health Agreement with The Carolyn E. Wylie Center for FY 2023/2024 in the amount of \$308,832 for the term of July 1, 2023, through June 30, 2024.

As of December 2023, a need for increased Triple P Program service delivery was identified. The number of individuals served will be doubling from 120 to 240. Therefore, RUHS-BH is seeking Board approval to increase the contract by \$311,559 for FY 2023/2024; contract maximum will increase from \$308,832 to \$620,391.

Attachment

Attachment A. First Amendment FY 2023/2024 between Carolyn E. Wylie and RUHS-BH



Meghan Hahn, Director of Procurement 4/24/2024



Jacqueline Ruiz, Principal Analyst 4/26/2024



Gregg Gu, Chief of Deputy County Counsel 4/24/2024

**FY 2023/2024
FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND**

THE CAROLYN E. WYLIE CENTER FOR CHILDREN, YOUTH, AND FAMILIES

That certain Agreement between the County of Riverside (COUNTY) and THE CAROLYN E. WYLIE CENTER FOR CHILDREN, YOUTH, AND FAMILIES (CONTRACTOR), approved by the Riverside County Board of Supervisors on March 2, 2021, Agenda Item 3.18, for FY 2021/2022 through FY 2023/2024; approved by the Purchasing Agent on July 18, 2022 for FY 2022/2023; approved by the Purchasing Agent on October 10, 2023 for FY 2023/2024; is hereby amended for FY 2023/2024, effective July 1, 2023 through June 30, 2024, in consideration for mutual obligations:

- Rescind the Exhibit C in its entirety, and replace it with the new attached Exhibit C, where the maximum contract amount for FY 2023/2024 has increased from \$308,832 to \$620,391.
- Rescind the Schedule K's in their entirety, and replace them with the new attached Schedule K's.

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

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

COUNTY OF RIVERSIDE

Riverside University Health System
Behavioral Health
4095 County Circle Drive
Riverside, CA 92503

CONTRACTOR

The Carolyn E. Wylie Center For Children, Youth,
and Families
ATTN: Mickey Rubinson
4146 Brockton Ave.
Riverside, CA 92501

Signature: 

Print Name: CHUCK WASHINGTON

Title: CHAIR, BOARD OF SUPERVISORS

Date: 5/07/2024

Signature: 

Print Name: mickey Rubinson

Title: CEO

Date: 2/22/2024

**ATTEST:
KIMBERLY A. RECTOR, Clerk**

By 
DEPUTY

COUNTY COUNSEL
Approved as to Form

By 
Deputy County Counsel

3/2/2021, Agenda# 3.18

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THE CAROLYN E. WYLIE CENTER FOR
CHILDREN, YOUTH, AND FAMILIES
MHSA PEI - TRIPLE P
FY 2023/2024 FIRST AMENDMENT

MAY 07 2024 3.17

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: THE CAROLYN E. WYLIE CENTER
PROGRAM NAME: MHSA PEI – TRIPLE P: POSITIVE PARENTING PROGRAM
DEPARTMENT ID: 4100221257-74720-536240

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2023/2024 shall be \$620,391 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

Schedules present (for planning purposes only) budgetary and rate details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, and maximum obligation. Schedule K contains line item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:

- The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I or P, multiplied by the actual number of units of service provided, less revenue collected.
- One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
- Actual Cost, as invoiced by expenditure category specified in Schedule K.

D. LOCAL MATCH REQUIREMENTS:

- If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.

E. RECONCILIATION:

The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%. The combined final year-end reconciliation for all services shall

not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

- The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.
- The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section J. MUTUAL COST RECONCILIATION, for year-end cost reconciliation options
- The final year-end reconciliation for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K. Refer to Section K. COST RECONCILIATION, for year-end cost reconciliation requirements.
- The final year-end and local match reconciliation for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

F. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services (DHCS) Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual cost reconciliation, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.
3. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), 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 Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.

5. 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 of the EOB date.
6. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. 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. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. 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.
7. 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 Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
8. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.
10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are

defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.

3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

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 Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the DIRECTOR or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the cost reconciliation 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 payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and cost reconciliation processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. 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 subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. In addition, CONTRACTOR S failure to comply with Network Adequacy reporting requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

5. Notwithstanding the provisions stated above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. ELMR or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (**attached as Exhibit C, Attachment A**) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951)358-6868, and/or emailed to ELMR_PIF@ruhealth.org. CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
 - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
 - e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed PIF, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
6. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
7. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
8. To ensure CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include

their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

9. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.
10. Pursuant to Section III. A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV.–PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges any payment received for an excluded person may be subject to recover and/or considered an overpayment by COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILIATION:

It is anticipated that DHCS will release a Behavioral Health Information Notice (BH-IN) by July 1, 2023, which outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider. If the BH-IN become effective within the current one-year term of the Agreement, the following optional rate adjustment will apply, if indicated in Section E. If the BH-IN does not become effective within the current one-year term, Section J. is null and void in its entirety, and all CONTRACTORS are subject to the requirements outlined in Section K.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.
 - a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Program Support email inboxes. (CostReport@ruhealth.org; BHProgramSupport@ruhealth.org)
 - b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete Section K. If denied, CONTRACTOR may resubmit justification for further review.

K. COST RECONCILIATION:

If required per Section E., or in accordance with Section J., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY, per each County Reporting Unit, annual cost reconciliation with an accompanying financial statement and applicable supporting documentation to reconcile to cost within Forty-five (45) calendar days.

1. Cost reconciliation documents shall detail the actual cost of services provided. The cost reconciliation 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 reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.
3. Any CONTRACTOR that mutually agrees with the COUNTY or that is required to reconcile cost must send one representative to the COUNTY'S annual cost reconciliation training that covers the preparation of the year-end cost reconciliation documents. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that cost reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
4. CONTRACTOR will be notified in writing by COUNTY, if the cost reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines or extensions will immediately result in the withholding of future monthly reimbursements.
5. The cost reconciliation shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of the cost reconciliation shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
6. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year cost reconciliation(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
7. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost reconciliation. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

L. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Behavioral Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Behavioral Health's Program Support Unit. The CONTRACTOR shall submit properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. AUDITS:

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

N. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS 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 MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

O. FURNISHINGS AND EQUIPMENT

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory control system

that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the annual cost reconciliation. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

3. DISPOSAL: Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. CAPITAL ASSETS:
 - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

SCHEDULE K - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: CAROLYN E. WYLIE CENTER		FISCAL YEAR: 2023/2024	
PROGRAM NAME: MHSA PEI-TRIPLE P		PERFORMANCE PERIOD: 1/01/24- 6/30/24	
REGION/POPULATION: MHSA PEI - Western		MONTHLY REIMBURSEMENT: ACTUAL COST	
CONTRACT MAXIMUM OBLIGATION: \$193,579		YEAR END SETTLEMENT: ACTUAL COST	
WESTERN REGION			
Dept ID# 4100221257.74720.536240			
RU: 3345PA			
INDIRECT SVC			
MODE OF SERVICE:	60	60	
SERVICE FUNCTION:	78	78	
1. Personnel Expenditures (from Staffing Detail)	PROGRAM BUDGET	RECRUITMENT BUDGET	TOTAL CONTRACT
i. Program Coordinator (1 POSITION 832 hrs @ \$30.00 / HR. PLUS 18% BENEFITS)	\$28,569.00	\$884.00	\$29,453.00
ii. Trip P Group Facilitator (2 POSITIONS 1,456 hrs ea @ \$20.25 / HR. PLUS 18% BENEFITS)	\$67,495.00	\$2,087.00	\$69,582.00
iii. Child Care Worker (1 POSITION 832hrs @ \$20.25 / HR PLUS 18% BENEFITS)	\$19,881.00	\$0.00	\$19,881.00
iv. Program Director (1 POSITION 208hrs @ \$32.55 / HR. PLUS 18% BENEFITS)	\$7,989.00	\$0.00	\$7,989.00
Total Personnel Expenditures	\$123,934.00	\$2,971.00	\$126,905.00
2. Operating Expenditures			
a. Parent Work Book (250 BOOKS @ \$38.53 / BOOK INCLUDES S&H) AVG. PRICE	\$9,632.00	\$0.00	\$9,632.00
b. Eyberg Child Behavior Inventory (26 PADS @ \$79.39 / PAD INCLUDES S&H)	\$2,064.00	\$0.00	\$2,064.00
c. Group Refreshments (\$5 PER PARTICIPANT PER CLASS)	\$6,000.00	\$0.00	\$6,000.00
d. Graduating Incentives (\$20 / GRADUATE)	\$4,800.00	\$0.00	\$4,800.00
e. Office / Program Supplies & Postage	\$2,720.00	\$0.00	\$2,720.00
f. Staff Training (TRIPLE P & RELIAS)	\$4,800.00	\$0.00	\$4,800.00
g. Occupancy Cost/Rent Utilities	\$2,980.00	\$0.00	\$2,980.00
h. Travel & Mileage/Transportation (MILEAGE 65.5 CENTS / MILE)	\$2,000.00	\$0.00	\$2,000.00
i. Equipment (LAPTOP & PROJECTOR) Not in Admin. Cost Calc.	\$1,800.00	\$0.00	\$1,800.00
j. Other Operating Expenses	\$950.00	\$0.00	\$950.00
Total Operating Expenditures	\$37,746.00	\$0.00	\$37,746.00
3. Indirect Administrative Expenses			
a. Administrative Cost (13.89%)	\$25,789.00	\$479.00	\$26,268.00
b. CFO Salary .03 FTE	\$2,660.00	\$0.00	\$2,660.00
Total Indirect Administrative Expenses	\$28,449.00	\$479.00	\$28,928.00
Total Budget	\$190,129.00	\$3,450.00	\$193,579.00

SCHEDULE K - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: CAROLYN E. WYLIE CENTER		FISCAL YEAR: 2023/2024	
PROGRAM NAME: MHSA PEI-TRIPLE P		PERFORMANCE PERIOD: 1/01/24- 6/30/24	
REGION/POPULATION: MHSA PEI - Desert		MONTHLY REIMBURSEMENT: ACTUAL COST	
CONTRACT MAXIMUM OBLIGATION: \$232,652		YEAR END SETTLEMENT: ACTUAL COST	
		DESERT REGION	
		Dept ID# 4100221257.74720	
		RU: TBD	
		INDIRECT SVC	
MODE OF SERVICE:		60	60
SERVICE FUNCTION:		78	78
1. Personnel Expenditures (from Staffing Detail)	PROGRAM BUDGET	RECRUITMENT BUDGET	TOTAL CONTRACT
i. Program Coordinator (1 POSITION 416 hrs @ \$30.00 / HR. PLUS 18% BENEFITS)	\$14,285.00	\$442.00	\$14,727.00
ii. Trip P Group Facilitator (2.5 POSITIONS @ \$20.25 / HR. PLUS 18% BENEFITS)	\$120,526.00	\$3,728.00	\$124,254.00
iii. Child Care Worker (1 POSITION 416hrs @ \$20.25 / HR PLUS 18% BENEFITS)	\$9,940.00	\$0.00	\$9,940.00
iv. Program Director (1 POSITION 208hrs @ \$32.55 / HR. PLUS 18% BENEFITS)	\$7,989.00	\$0.00	\$7,989.00
Total Personnel Expenditures	\$152,740.00	\$4,170.00	\$156,910.00
2. Operating Expenditures			
a. Parent Work Book (250 BOOKS @ \$38.53 / BOOK INCLUDES S&H) AVG. PRICE	\$9,632.00	\$0.00	\$9,632.00
b. Eyberg Child Behavior Inventory (26 PADS @ \$79.39 / PAD INCLUDES S&H)	\$2,064.00	\$0.00	\$2,064.00
c. Group Refreshments (\$5 PER PARTICIPANT PER CLASS)	\$6,000.00	\$0.00	\$6,000.00
d. Graduating Incentives (\$20 / GRADUATE)	\$4,800.00	\$0.00	\$4,800.00
e. Office / Program Supplies & Postage	\$2,720.00	\$0.00	\$2,720.00
f. Staff Training (TRIPLE P & RELIAS)	\$4,800.00	\$0.00	\$4,800.00
g. Occupancy Cost/Rent Utilities	\$5,620.00	\$0.00	\$5,620.00
h. Travel & Mileage/Transportation (MILEAGE 65.5 CENTS / MILE)	\$3,000.00	\$0.00	\$3,000.00
I. Equipment (LAPTOP & PROJECTOR) Not in Admin. Cost Calc.	\$1,800.00	\$0.00	\$1,800.00
j. Other Operating Expenses	\$950.00	\$0.00	\$950.00
Total Operating Expenditures	\$41,386.00	\$0.00	\$41,386.00
3. Indirect Administrative Expenses			
a. Administrative Cost (13.89%)	\$31,023.00	\$673.00	\$31,696.00
b. CFO Salary .03 FTE	\$2,660.00	\$0.00	\$2,660.00
Total Indirect Administrative Expenses	\$33,683.00	\$673.00	\$34,356.00
Total Budget	\$227,809.00	\$4,843.00	\$232,652.00

SCHEDULE K - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: CAROLYN E. WYLIE CENTER		FISCAL YEAR: 2023/2024	
PROGRAM NAME: MHSA PEI-TRIPLE P		PERFORMANCE PERIOD: 1/01/24- 6/30/24	
REGION/POPULATION: MHSA PEI - MID COUNTY		MONTHLY REIMBURSEMENT: ACTUAL COST	
CONTRACT MAXIMUM OBLIGATION: \$194,160		YEAR END SETTLEMENT: ACTUAL COST	
		MID COUNTY REGION	
		Dept ID# 4100221257.74720	
		RU: 3345PA1	
		INDIRECT SVC	
MODE OF SERVICE:	60	60	
SERVICE FUNCTION:	78	78	
1. Personnel Expenditures (from Staffing Detail)	PROGRAM BUDGET	RECRUITMENT BUDGET	TOTAL CONTRACT
i. Program Coordinator (1 POSITION 832 hrs @ \$30.00 / HR. PLUS 18% BENEFITS)	\$28,569.00	\$884.00	\$29,453.00
ii. Trip P Group Facilitator (2 POSITIONS 1,456 hrs ea @ \$20.25 / HR. PLUS 18% BENEFITS)	\$67,495.00	\$2,087.00	\$69,582.00
iii. Child Care Worker (1 POSITION 832hrs @ \$20.25 / HR PLUS 18% BENEFITS)	\$19,881.00	\$0.00	\$19,881.00
iv. Program Director (1 POSITION 208hrs @ \$32.55 / HR. PLUS 18% BENEFITS)	\$7,989.00	\$0.00	\$7,989.00
Total Personnel Expenditures	\$123,934.00	\$2,971.00	\$126,905.00
2. Operating Expenditures			
a. Parent Work Book (250 BOOKS @ \$38.53 / BOOK INCLUDES S&H) AVG. PRICE	\$9,632.00	\$0.00	\$9,632.00
b. Eyberg Child Behavior Inventory (26 PADS @ \$79.39 / PAD INCLUDES S&H)	\$2,064.00	\$0.00	\$2,064.00
c. Group Refreshments (\$5 PER PARTICIPANT PER CLASS)	\$6,000.00	\$0.00	\$6,000.00
d. Graduating Incentives (\$20 / GRADUATE)	\$4,800.00	\$0.00	\$4,800.00
e. Office / Program Supplies & Postage	\$2,720.00	\$0.00	\$2,720.00
f. Staff Training (TRIPLE P & RELIAS)	\$4,800.00	\$0.00	\$4,800.00
g. Occupancy Cost/Rent Utilities	\$2,980.00	\$0.00	\$2,980.00
h. Travel & Mileage/Transportation (MILEAGE 65.5 CENTS / MILE)	\$2,500.00	\$0.00	\$2,500.00
I. Equipment (LAPTOP & PROJECTOR) Not in Admin. Cost Calc.	\$1,800.00	\$0.00	\$1,800.00
j. Other Operating Expenses	\$950.00	\$0.00	\$950.00
Total Operating Expenditures	\$38,246.00	\$0.00	\$38,246.00
3. Indirect Administrative Expenses			
a. Administrative Cost (13.89%)	\$25,870.00	\$479.00	\$26,349.00
b. CFO Salary .03 FTE	\$2,660.00	\$0.00	\$2,660.00
Total Indirect Administrative Expenses	\$28,530.00	\$479.00	\$29,009.00
Total Budget	\$190,710.00	\$3,450.00	\$194,160.00