

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



**ITEM: 3.24
(ID # 22929)**

MEETING DATE:

FROM : RUHS-BEHAVIORAL HEALTH:

Tuesday, September 12, 2023

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve an increase to the Behavioral Health Agreement with Telecare Corporation for Mental Health Rehabilitation Center (MHRC) Services for FY2022/2023, With the Option to Renew for One Additional One-Year Period Without Seeking Competitive Bids, All Districts. [Total Cost \$22,696,562, up to \$1,116,870 in additional compensation, \$11,168,700 annually, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve an increase to the Behavioral Health Agreement with Telecare Corporation for Mental Health Rehabilitation Center (MHRC) Services, to increase the maximum contract amount by \$2,629,892, from \$8,897,970 to \$11,527,862 for FY 2022/2023, with the option to renew for FY 2023/2024 without seeking competitive bids, in the amount of \$11,168,700, and authorize the Purchasing Agent to sign and execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments and renewals 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 approved annual contract amount through June 30, 2024.

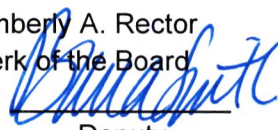
ACTION:Policy


Matthew Chang, Director 8/29/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: September 12, 2023
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	\$ 2,629,892	\$ 11,168,700	\$ 22,696,562	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% STATE			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As the pandemic impacted the entire healthcare system in 2020, RUHS-BH initiated Emergency Surge Plans. As a result, RUHS-BH opened a 38-bed MHRC in an effort to relieve pressure on the RUHS Inpatient Treatment Facility (ITF) and the connected Emergency Treatment (ETS). Under the provision of the State and local emergency declarations and orders, RUHS-BH procured programmatic services from Telecare Corporation for the MHRC without seeking competitive bids. Since the opening of the MHRC, the program has had a positive response, and over the past year, has successfully graduated over 30 clients to a lower level of care. Despite this movement, both ITF and the MHRC have remained consistently at capacity, requiring the need to expand bed capacity to 79 beds.

Therefore, RUHS-BH is requesting that the Board of Supervisors ratify and approve an increase to the Behavioral Health Agreement with Telecare Corporation for MHRC services in the amount by \$2,629,892 from \$8,897,970 to \$11,527,862 for FY 2022/2023 with the option to renew for one additional one-year period for \$11,168,700.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Contract History and Price Reasonableness

Under the Emergency Services Emergency Procurement Order dated March 26, 2020, the competitive bidding process was suspended for necessary goods and services immediately needed in the County of Riverside's operations for the preservation of life and property during the existence of a Local Emergency in the County of Riverside.

On December 15, 2020 (Item 3.28), the Board of Supervisors approved the Form 11, "Emergency Procurement Behavioral Agreement" with Telecare Corporation for residential psychiatric services at the RUHS-BH MHRC in the amount of \$6,016,914 effective May 20, 2020 through June 30, 2021, with the option to renew for FY 2021/2022 in the amount of \$5,409,300.

On March 9, 2022, Riverside County Purchasing approved a Single Source Procurement (#22-072) with Telecare Corporation for services at the RUHS-BH MHRC. On April 12, 2022 (Item

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

3.24), the Board of Supervisors approved Amendment #1 to the FY 2021/2022 Agreement, increasing the contract maximum by \$1,538,530 for FY 2021/2022, and authorized two additional one-year renewal options, in the amount of \$8,897,970 annually, through June 30, 2024.

To ensure continuity of care, and increased bed capacity, on July 24, 2023, Riverside County Purchasing Agent approved a new Single Source Justification request (#22-072a) with Telecare Corporation, in the amount of \$11,527,862 for FY 2022/2023, and \$11,168,700 for FY 2023/2024.

Attachments

ATTACHMENT A: SSJ 22-072A

ATTACHMENT B: Telecare Agreement Draft



Meghan Hahn, Deputy Director of Procurement 9/5/2023



Kelly Moran, Deputy County Counsel 9/5/2023

**FY 2022/2023
FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TELECARE CORPORATION MENTAL HEALTH REHABILITATION CENTER (MHRC).**

That certain Agreement between the County of Riverside (COUNTY) and Telecare Corporation Mental Health Rehabilitation Center (MHRC) (CONTRACTOR), Board Authority established on April 12, 2022, Agenda Item 3.24, for FY 2021/2022 through FY 2023/2024; approved by the Purchasing Agent on November 29, 2022, for FY 2022/2023; is hereby amended for the first time for FY 2022/2023, effective July 1, 2022, through June 30, 2023, in consideration of the following:

- Rescind the Exhibit A in its entirety, and replace it with the new, attached Exhibit A.
- Rescind the Exhibit C in its entirety, and replace it with the new, attached Exhibit C, where the contract maximum has increased from \$8,897,970 to \$11,527,862 for FY 2022/2023.
- Rescind the Schedule I in its entirety, and replace it with the new, attached Schedule I.

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

Signature: _____

Print Name: Melanie Hurst

Title: Procurement Contract Specialist

Date: _____

CONTRACTOR

Telecare Corporation
Mental Health Rehabilitation Center
3933 Harrison Street
Riverside, CA 92503

Signature: Dawan Utecht

Print Name: Dawan Utecht

Title: SVP/Chief Development Officer

Date: 8/10/2023

COUNTY COUNSEL
Approved as to Form

By [Signature]
Deputy County Counsel

**FY 2022/2023
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- Rescind the Exhibit A in its entirety, and replace it with the new, attached Exhibit A.
- Rescind the Exhibit C in its entirety, and replace it with the new, attached Exhibit C, where the contract maximum has increased from \$8,897,970 to \$11,527,862 for FY 2022/2023.
- Rescind the Schedule I in its entirety, and replace it with the new, attached Schedule I.

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

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Behavioral Health
4095 County Circle Drive
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Signature: _____

Print Name: Melanie Hurst

Title: Procurement Contract Specialist

Date: _____

CONTRACTOR

Telecare Corporation
Mental Health Rehabilitation Center
3933 Harrison Street
Riverside, CA 92503

Signature: Dawan Utecht

Print Name: Dawan Utecht

Title: SVP / Chief Development Officer

Date: 8/10/2023

COUNTY COUNSEL

Approved as to Form

By 
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

**CONTRACTOR NAME: TELECARE CORPORATION
PROGRAM NAME: RUHS-BH RESIDENTIAL CARE FACILITY (MHRC)
DEPARTMENT ID: 4100206369.83550**

I. SCOPE

- A. RUHS-BH Residential Care Facility shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.
 - 1. CONTRACTOR shall operate the program at the 79-bed facility and focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are not adaptable to community placement.
- B. CONTRACTOR shall provide services for populations referred by RUHS-BH including conservatees and the Felony Incompetent to Stand Trial (IST) Diversion Program (IST Diversion Program) population.
- C. All clients will be provided physician, nursing, pharmaceutical, and dietary services.
 - 1. Each client shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence.
 - 2. Every effort shall be made to keep clients active, and out of bed for reasonable periods of time except when contraindicated by physician's orders.
 - 3. CONTRACTOR shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.

II. SERVICES

- A. CONTRACTOR shall provide program services that will assist clients develop skills to become self-sufficient and capable of increasing levels of independent functioning. The program will assist clients with returning to baseline skills and function, or better.
- B. CONTRACTOR's services shall emphasize participation of clients in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
- C. CONTRACTOR shall meet the following goals and standards:
 - 1. Program service goals:
 - a. Increase the client's motivation and skills toward self-restoration.
 - b. Prevent or decrease the rate of decompensating, thus reducing placements at higher, more costly levels of care.
 - c. Provide the intensive staffing required by supervising and treating behavioral and medical conditions.

- d. Prevent the need for re-hospitalization in acute psychiatric or medical facilities by:
 - i. Assisting clients to maintain or improve functioning and decrease symptoms.
 - ii. Empowering clients by involving them in directing their own treatment programs.
 - iii. Ensuring the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.
 - iv. Working collaboratively with the public mental health system to enable efficient utilization of this program's specialized resources.
 - v. Maintaining clients in a stable environment and to avoid acute hospitalization whenever possible.
- D. CONTRACTOR shall provide psychiatric and psychological rehabilitation program services, in accordance with Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Sections §786.00 - §786.15, while abiding by Center for Disease Control (CDC) COVID-19 safety precautions.
- E. CONTRACTOR services shall be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities. Individual service plans shall be provided, reviewed, and updated based on the specific needs identified through patient assessments and Title 9 requirements; weekly progress shall be documented.
- F. Structured day and evening services shall consist of an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week.
 - 1. CONTRACTOR shall ensure every effort is made to achieve the minimum program service hours.
- G. Program services will include:
 - 1. Self-Help Skills Training
 - a. Personal care and use of medications
 - b. Money management
 - c. Symptom management
 - d. Drug and Alcohol education
 - e. Use of community resources
 - f. Behavior control and impulse control
 - g. Frustration tolerance
 - h. Mental health education
 - i. Physical fitness
 - 2. Behavioral Intervention Training
 - a. Behavior modification modalities
 - b. Crisis intervention
 - c. Re-motivation therapy

- d. Patient government activities
- e. Group counseling, when able to meet social distancing guidelines.
- f. Individual counseling
- 3. Interpersonal Relationships
 - a. Social counseling
 - b. Educational and recreational therapy
- 4. Prevocational Preparation Services
 - a. Homemaking
 - b. Work activity
 - c. Vocational counseling
- 5. Discharge Planning
 - a. Pre-release planning
 - b. Completion of applications for mainstream benefits (e.g. CalFresh, Supplemental Security Income, etc)
 - c. Out-of-home placement
 - d. Written Aftercare Plan

III. TARGET POPULATION

- A. CONTRACTOR shall admit male and female clients, of any ethnicity, who are 18 years of age or older, who are stepping down from an acute inpatient psychiatric hospital.
- B. CONTRACTOR shall admit clients in need of twenty-four (24) - hour skilled psychiatric services, and clients who, without prompt and adequate treatment, are considered to be at risk of displaying behavioral symptoms, such as: combativeness, elopement, suicidal tendencies, excessively verbally abusive, disorientation, disinterested in the immediate environment, or mood swings, which preclude admission to a lower level of care.
- C. The facility will be a rehabilitation center for patients needing continued psychiatric care, but not intensive care.
- D. All clients will meet the following criteria:
 - 1. Must have a primary Axis I diagnosis of serious mental illness; and
 - 2. Have severe functional impairments meeting requirements for a skilled nursing level of care.
 - a. Clients whose mental illness requires an acute level of care, as well as clients suffering exclusively from developmental disabilities, mental retardation or physical illnesses alone (without a psychiatric component), will not be considered for admission.
 - 3. CONTRACTOR shall accept RUHS-BH referrals for client placement at the RUHS-BH Residential Care Facility.
- E. CONTRACTOR shall accept IST Diversion Program referrals as determined, and agreed on, by Public Defender, District Attorney, and the Superior Court, and at the recommendation of RUHS-BH.

1. This portion of the target population consists of individuals with not yet adjudicated legal charges, who have been found incompetent, who suffer from a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including, but not limited to, bipolar disorder, schizophrenia, schizoaffective disorder, or post-traumatic stress disorder, but excluding antisocial personality disorder, borderline personality disorder, and pedophilia.

IV. STAFFING

- A. CONTRACTOR staffing shall consist of the following, at minimum roles:
 1. Medical Director: Responsible for standards, coordination, surveillance and planning for improvement of medical care.
 2. Physician: Responsible for client evaluation and determination of appropriate level of care needed for each client. Issue orders for diet, care, diagnostic tests, and treatment.
 3. Director of Nursing Service: Administrative authority, responsibility, and accountability for the nursing services.
 4. Nursing Staff: Responsible for client care. At a minimum, one licensed nursing staff always awake and on duty in the RUHS-BH MHRC, day and night.
 5. Rehabilitation Program Director: Responsible for oversight of rehabilitation program services.
 6. Rehabilitation Program Staff: Responsible for implementing rehabilitation program services.
 7. Dietician: Sufficient staff to provide for the nutritional needs of the clients and to maintain the dietetic service areas.
 8. Certified Substance Use Counselor: Certified alcohol Drug Counselor (CADC) to serve as a case manager for IST Diversion Program participants.
 9. Peer Recovery Coach: Responsible for bringing "lived" experience with mental health/substance use disorders and the criminal justice system.
- B. CONTRACTOR shall provide additional staff positions required to carry out adequate programming and services to clients in accordance with established standards and requirements outlined herein, as well as well all applicable sections of Title 9.
- C. CONTRACTOR shall ensure that all professional staff providing services to RUHS-BH are credentialed, and will perform within the scope of their license. Staff duties will be in accordance with Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Sections §785.00-§785.19, including guidelines for care plans, medication administration, physical exam, client evaluation, and documentation requirements.

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V. CREDENTIALING

- A. CONTRACTOR shall certify all personnel will be trained, qualified, and hold appropriate licensure and certifications. CONTRACTOR shall adhere to credentialing and background check requirements as outlined in this agreement

VI. ADMISSION POLICY

- A. CONTRACTOR shall accept adult clients referred by RUHS-BH Inpatient Treatment Facility (ITF) who meets target population criteria.
- B. CONTRACTOR shall admit clients in need of twenty-four (24) - hour skilled psychiatric services, and clients who, without prompt and adequate treatment, are considered to be at risk of displaying behavioral symptoms, such as: combativeness, elopement, suicidal tendencies, excessively verbally abusive, disorientation, disinterested in the immediate environment, or mood swings, which preclude admission to a lower level of care.
 - 1. The frequency, scope, and severity of such behaviors are the determining factors of admission, which are negotiated between CONTRACTOR and RUHS-BH ITF for each client admission. COUNTY may grant individual exceptions to these admissions criterion.
 - 2. RUHS-BH will designate which licensed mental health professionals will accept clients for admission to the Residential Care Facility and the types of diagnoses for which clients can be admitted.
 - 3. CONTRACTOR shall not admit any person who is nonambulatory, requires a level or levels of medical care not provided, who would be appropriately served by an acute psychiatric hospital, or who is diagnosed only with a substance abuse or eating disorder. For the purposes of the Residential Care Facility, nonambulatory means the inability to exit the facility unassisted under emergency conditions with reasonable accommodations. Every accommodation must be determined on a case-by-case basis.
- C. CONTRACTOR shall make Admission and Discharge policies available to clients or their representatives upon admission.
- D. CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by state and federal law.
- E. Each client shall be screened for tuberculosis by RUHS ITF upon admission.
 - 1. Upon transfer to CONTRACTOR, test results will be included in client record.
- F. CONTRACTOR shall take and record the weight and height of each client in the client record upon admission, and the weight shall be taken and recorded once a month thereafter.
- G. CONTRACTOR shall issue an admission agreement to the client for signature by the client or authorized representative, describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment and involvement in the program.

1. The client or authorized representative shall receive a copy of the signed admission agreement.
- H. There shall be an initial written assessment of each client within fifteen (15) days of admission, unless a similar assessment has been done by the referring agency within thirty (30) days prior to admission. The assessment shall include, at a minimum:
1. Health and psychiatric histories.
 2. Psychosocial skills.
 3. Social support skills.
 4. Current psychological, education, vocational and other functional needs and/or limitations.
 5. Medical needs, as reported.
 6. Self-control and symptom management.
 7. The signature of a licensed mental health professional.
- I. Each client admitted shall have a comprehensive individual mental health evaluation within thirty (30) days of admission, signed by a licensed mental health professional upon completion.
- J. CONTRACTOR shall immediately readmit and/or accept clients that are on bed hold or therapeutic pass with no delay after CONTRACTOR reviews for appropriateness and determines client is appropriate to return. CONTRACTOR review of client appropriateness must be completed within 24 hours of request. This includes clients ready for discharge from ITF.
1. Bed holds for each individual client will be limited to seven (7) consecutive days.
 2. CONTRACTOR shall obtain approval from RUHS-BH Management to for any length of bed hold beyond the seven (7) day limit. Bed holds billed for longer than seven (7) days without prior approval from RUHS-BH Management will not be reimbursed.

VII. PHARMACEUTICAL SERVICES

- A. CONTRACTOR shall subcontract with a pharmacy licensed by the California Board of Pharmacy, to ensure that pharmaceutical services are available to provide clients with prescribed drugs and biologicals.
- B. CONTRACTOR shall ensure that subcontractor's services conform to state and federal laws in regard to dispensing, labeling, storage and administration of drugs and biologicals.
- C. CONTRACTOR shall not accept money, goods or services for free or below cost from any pharmacist or pharmacy as compensation or inducement for referral of business to any pharmacy.
- D. CONTRACTOR's subcontracted pharmaceutical services will be held to the standards indicated in Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Sections §785.20-§785.31; including guidelines for required services, labeling and storing, stop orders, medication orders and processing, use of

personal medications, controlled drugs, disposition of drugs, unit dose medication provisions; and pharmacy consultant requirements.

- E. CONTRACTOR shall obtain required equipment and emergency supplies necessary for the provision of pharmaceutical services.

VIII. RESTRAINT AND SECLUSION

- A. CONTRACTOR shall not use restraint and seclusion except when necessary to prevent immediate injury to the person or others, and only when there is no less restrictive method to prevent injurious behavior.
- B. Restraint and seclusion shall not be used as punishment or for the convenience of staff, or as a substitute for less restrictive alternate forms of treatment.
- C. Clients will be released when they no longer meet the criteria for restrain or seclusion.
- D. CONTRACTOR's use of restraint and seclusion will be in accordance with Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Sections §784.35 - §784.38.
- E. CONTRACTOR shall maintain policies and procedures related to use of restraint and seclusion, and shall provide a copy of this policy or procedure to RUHS-BH upon request.

IX. INFORMED CONSENT

- A. CONTRACTOR shall follow Informed Consent Guidelines consistent with regulations specified in the Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Section §784.29.

X. COMMUNICABLE AND INFECTIOUS DISEASE

- A. CONTRACTOR shall adhere to regulations enforced by Riverside County Department of Public Health, as well as regulations specified in the Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Section §784.16 - §784.17.

XI. ACCESS TO OFF-SITE SERVICES, TRANSPORTATION, and TRANSFER

- A. CONTRACTOR shall provide basic services that include: reasonable access to required medical treatment, up-to-date psychopharmacology, and transportation to necessary off-site services.
- B. CONTRACTOR will provide client transportation to and from State Hospitals, other facilities as needed, and to court for any necessary appearances.
- C. CONTRACTOR shall maintain written transfer agreements with indicated facilities and provide complete and accurate client information.
 - 1. If a client is transferred to another facility or setting, CONTRACTOR shall document the following in the client record:

- a. Date and time;
- b. Condition of the client;
- c. Written statement of the reason for the transfer;
- d. Informed written or telephone acknowledgment of the transfer by the client or legal representative, except in an emergency where there is an unanticipated condition, in which immediate action is necessary for preservation of life or the prevention of serious bodily harm to the client or others or to alleviate severe physical pain, and it is impracticable to obtain the required consent, and provided that the action taken is within the customary practice of physicians of good standing in similar circumstances.

XII. COORDINATION WITH COUNTY STAFF

- A. CONTRACTOR shall coordinate with assigned RUHS-BH staff relative to:
1. The execution of legal processes required, relative to each patient's legal status;
 2. Exchange of clinical and patient legal status information;
 3. Case Management and conservatorship responsibilities;
 4. Assist with and/or follow-up application process of client SSI/SSP;
 5. Treatment and discharge planning.

XIII. RUHS- BH RESPONSIBILITIES

- A. RUHS-BH and COUNTY own and maintain the Residential Care Facility and shall be responsible for providing the following:
1. Housekeeping;
 2. Food services;
 3. Start-Up Supplies and Equipment purchased by COUNTY;
 4. Furniture;
 5. Linen Service (including bedding, towels, etc. Client clothing is excluded);
 6. Utilities;
 7. Security Guard Services;
 8. Building maintenance; and
 9. Grounds Maintenance.

XIV. LAWS, REGULATIONS, AND POLICIES

- A. In addition to those laws, regulations, and policies listed herein, CONTRACTOR shall provide services in accordance with all the applicable laws, regulations, policies, and protocols provided by the CDC.

XV. TRAINING

- A. CONTRACTOR shall coordinate training all staff in appropriate training needed to carry out services to the target population.
- B. CONTRACTOR shall provide and coordinate training for staff to support justice-

involved populations, including training in COEG, Seeking Safety, and Trauma-Informed Care. Training shall provide the additional knowledge staff need to psychologically stabilize consumers that have been deemed incompetent to stand trial to attain personal coping mechanisms and skills to assimilate into ongoing community based treatment.

**EXHIBIT C
REIMBURSEMENT & PAYMENT
1ST AMENDMENT**

CONTRACTOR NAME: Telecare Corporation
PROGRAM NAME: RIVERSIDE MENTAL HEALTH REHABILITATION CENTER (MHRC)
DEPARTMENT ID: 4100206369/83550/530280

A. REIMBURSEMENT:

1. 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, 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.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.
3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). 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 final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
 - The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
 - The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

- The final year-end settlement 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.
 - The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
 - 4. The combined final year-end settlement 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.
 - 5. 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.
- B. MAXIMUM OBLIGATION:**
COUNTY'S maximum obligation for FY 2022/2023 shall be \$11,527,862 subject to availability of applicable Federal, State, local and/or COUNTY funds.
- C. BUDGET:**
Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget 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, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.
- D. MEDI-CAL (M/C):**
- 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State.
 - 2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).
- E. 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.
- 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 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 Report, 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 Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow 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 Report Reconciliation/Settlement 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. Notwithstanding the provisions of Paragraph I-1 and I-2 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, as specified in Paragraph A-1 above.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect 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@rcmhd.org. The 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 Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
 - f. Failure by the CONTRACTOR 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.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
6. 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.
7. In order to ensure that 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.

8. 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.
9. 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 RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each County Reporting Unit, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
 - Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section I, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains 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.
6. The Cost Report 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 Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.

7. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
8. 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 report. 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).

K. 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 a properly prepared Cost Report in accordance with requirements and deadlines set forth in Section I before final payment is made.

L. 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 XXVII, 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.

M. 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.

N. 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 Report. 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date

COUNTY OF RIVERSIDE
 RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
 RIVERSIDE MENTAL HEALTH REHABILITATION CENTER
 SCHEDULE I - BUDGET & PLANNING
 1st Amendment

FISCAL YEAR 2022/23
 REVISED 5/17/23

CONTRACT PROVIDER NAME: TELECARE CORPORATION
 PROGRAM: RIVERSIDE MENTAL HEALTH REHABILITATION CENTER
 MONTHLY REIMBURSEMENT: NEGOTIATED RATE
 YEAR END SETTLEMENT: NEGOTIATED RATE/ACTUAL COST
 DEPT ID / PROGRAM: 4100206369-83550-530280
 SYSTEM RU NUMBER: 335301

SYSTEM RU #	335301				
TYPE OF MODALITY	MHRC BED DAY	START UP COST	BED HOLD	IST COST	TOTAL
REPORTING UNIT:	335301	335301	335301	335301	
MODE OF SERVICE:	05		05	05	
SERVICE FUNCTION:	90		35	90	
PROCEDURE CODE:	152		236NB	152	
UNIT REIMBURSEMENT	BED DAY	ACTUAL COST	BED DAY	Actual Cost	
REIMBURSEMENT CPU	\$390.00	N/A	\$220.00	n/a	28,855
NUMBER OF UNITS:	28,835	N/A	20	n/a	
PROGRAM COST	\$11,083,007	\$233,455	\$4,400	\$207,000	\$11,527,862
A. PATIENT FEES	\$0	\$0	0	0	\$0
B. PATIENT INSURANCE	\$0	\$0	0	0	\$0
C. MEDI-CAL/FFP	\$0	\$0	0	0	\$0
D. MEDICARE	\$0	\$0	0	0	\$0
E. MHSA-CSS	\$0	\$0	0	0	\$0
F. COUNTY FUNDS	\$11,083,007	\$233,455	\$4,400	\$207,000	\$11,527,862
TOTAL (Sources of Funding)	\$11,083,007	\$233,455	\$4,400	\$207,000	\$11,527,862

ADMINISTRATIVE SERVICES ANALYST SIGNATURE: Sarah Bellezza DATE: 18-May-23

FISCAL SERVICES SIGNATURE: _____

ADMINISTRATIVE SERVICES MANAGER SIGNATURE: _____

Date: July 24, 2023
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health
To: Suzanna Hinckley, Assistant Director, Purchasing & Fleet Services
Via: Sarah Bellezza, Administrative Services Analyst II
Subject: Single Source Procurement; Request for Mental Health Rehabilitation Center (MHRC)

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** Telecare Corporation
2. **Vendor ID:** 11541
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** This is a resubmittal to increase the current SSJ in the amount of \$ 2,629,892 for FY 22/23 and \$ 2,270,730 for FY23/24.

Yes SSJ#22-072

No

- 4a. **Was the request approved for a different project?**

Yes

No

5. **Supply/Service being requested:** Mental Health Rehabilitation Center (MHRC) program operation
6. **Unique features of the supply/service being requested from this supplier.**

As part of the RUHS-BH COVID-19 surge plan that was submitted to the Emergency Operations Center, the department filled an urgent need to move conserved psychiatric patients out of the Inpatient Treatment Facility (ITF) to allow for space for COVID19 psychiatric patients. Since opening, the Riverside MHRC facility has consistently maintained full capacity.

Additionally, Telecare Corporation, the contractor providing programmatic services at the facility, agreed to take on the incompetent to stand trial (IST) population in the facility to allow RUHS-BH to draw down funding the Department of State Hospitals for diversion IST services while an IST facility was being completed. Now, in addition to the 59 beds that Telecare already provides, they are willing to add an additional unit of 20 beds, making the Riverside

MHRC a 79-bed facility. The Riverside MHRC serves as a residential facility to provide care for patients who are stepping down from ITF who need continued psychiatric care. To maintain continuity of care, RUHS-BH is requesting to increase the approved SSJ#22-072 from \$8,897,970 to \$11,527,862 to accommodate the additional beds, and to extend the SSJ period to one (1) additional year through June 30, 2024.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Telecare currently provides residential psychiatric services at the MHRC for 59 beds. Patients stepping down from Inpatient Treatment Facility (ITF) services utilize Telecare's services at this facility. These services were implemented pursuant to RUHS-BH Emergency Surge Plans in an effort to make room at ITF for COVID-19 patients in need of a higher level of care. Telecare provides Staffing and Programmatic services at the County owned facility. Additionally, the agreement enabled Telecare to provide services to Incompetent to Stand Trial (IST) clients to start fulfilling the requirements of the program grant from the Department of State hospitals. The additional contract funding will allow Telecare to open and additional unit of 20 beds at the facility, providing much need overflow relief for the RUHS ITF unit.

8. Period of Performance: From: July 1, 2022, to June 30, 2023 *(with option to renew one (1) additional year through June 30, 2024)*

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)


Description:	FY22/23	FY23/24	Total
One-time Costs:	\$11,527,862	\$11,168,700	\$22,696,562
Ongoing Costs:	\$0	\$0	\$0
Previous SSJ Approved Amounts:	\$8,897,970	\$8,897,970	\$17,795,940
Total Costs	\$11,527,862	\$11,168,700	\$22,696,562

10. Price Reasonableness:

RUHS-BH negotiated the provider contract that is most advantageous for the County. As part of the contract negotiation process the rate of \$390/per bed day was established. In addition, the provider agreed to lower their rate to \$380/per bed day with the increased capacity. These rates are comparable to similar services. Rates for these types of services run as high as \$696/bed day.

11. Projected Board of Supervisor Date (if applicable): TBA

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

	Amy McCann	7/20/2023
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

 Approve with Condition/s

 Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$See Below / per fiscal year through June 30,2024 (*If Annual Amount Varies each FY*)
FY 22/23: \$11,527,862
FY 23/24: \$11,168,700

<i>Meghan Hahn</i>	7/24/23	22-072a
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

**FY 2022/2023
FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TELECARE CORPORATION MENTAL HEALTH REHABILITATION CENTER (MHRC).**

That certain Agreement between the County of Riverside (COUNTY) and Telecare Corporation Mental Health Rehabilitation Center (MHRC) (CONTRACTOR), Board Authority established on April 12, 2022, Agenda Item 3.24, for FY 2021/2022 through FY 2023/2024; approved by the Purchasing Agent on November 29, 2022, for FY 2022/2023; is hereby amended for the first time for FY 2022/2023, effective July 1, 2022, through June 30, 2023, in consideration of the following:

- Rescind the Exhibit A in its entirety, and replace it with the new, attached Exhibit A.
- Rescind the Exhibit C in its entirety, and replace it with the new, attached Exhibit C, where the contract maximum has increased from \$8,897,970 to \$11,527,862 for FY 2022/2023.
- Rescind the Schedule I in its entirety, and replace it with the new, attached Schedule I.

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

Signature: Melanie Hurst

Print Name: Melanie Hurst

Title: Procurement Contract Specialist

Date: 9/15/2023

CONTRACTOR

Telecare Corporation
Mental Health Rehabilitation Center
3933 Harrison Street
Riverside, CA 92503

Signature: Dawan Utecht

Print Name: Dawan Utecht

Title: SVP / Chief Development Officer

Date: 8/10/2023

COUNTY COUNSEL
Approved as to Form

By [Signature]
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR NAME: TELECARE CORPORATION
PROGRAM NAME: RUHS-BH RESIDENTIAL CARE FACILITY (MHRC)
DEPARTMENT ID: 4100206369.83550

I. SCOPE

- A. RUHS-BH Residential Care Facility shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.
 - 1. CONTRACTOR shall operate the program at the 79-bed facility and focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are not adaptable to community placement.
- B. CONTRACTOR shall provide services for populations referred by RUHS-BH including conservatees and the Felony Incompetent to Stand Trial (IST) Diversion Program (IST Diversion Program) population.
- C. All clients will be provided physician, nursing, pharmaceutical, and dietary services.
 - 1. Each client shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence.
 - 2. Every effort shall be made to keep clients active, and out of bed for reasonable periods of time except when contraindicated by physician's orders.
 - 3. CONTRACTOR shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.

II. SERVICES

- A. CONTRACTOR shall provide program services that will assist clients develop skills to become self-sufficient and capable of increasing levels of independent functioning. The program will assist clients with returning to baseline skills and function, or better.
- B. CONTRACTOR's services shall emphasize participation of clients in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
- C. CONTRACTOR shall meet the following goals and standards:
 - 1. Program service goals:
 - a. Increase the client's motivation and skills toward self-restoration.
 - b. Prevent or decrease the rate of decompensating, thus reducing placements at higher, more costly levels of care.
 - c. Provide the intensive staffing required by supervising and treating behavioral and medical conditions.

- d. Patient government activities
- e. Group counseling, when able to meet social distancing guidelines.
- f. Individual counseling
- 3. Interpersonal Relationships
 - a. Social counseling
 - b. Educational and recreational therapy
- 4. Prevocational Preparation Services
 - a. Homemaking
 - b. Work activity
 - c. Vocational counseling
- 5. Discharge Planning
 - a. Pre-release planning
 - b. Completion of applications for mainstream benefits (e.g. CalFresh, Supplemental Security Income, etc)
 - c. Out-of-home placement
 - d. Written Aftercare Plan

III. TARGET POPULATION

- A. CONTRACTOR shall admit male and female clients, of any ethnicity, who are 18 years of age or older, who are stepping down from an acute inpatient psychiatric hospital.
- B. CONTRACTOR shall admit clients in need of twenty-four (24) - hour skilled psychiatric services, and clients who, without prompt and adequate treatment, are considered to be at risk of displaying behavioral symptoms, such as: combativeness, elopement, suicidal tendencies, excessively verbally abusive, disorientation, disinterested in the immediate environment, or mood swings, which preclude admission to a lower level of care.
- C. The facility will be a rehabilitation center for patients needing continued psychiatric care, but not intensive care.
- D. All clients will meet the following criteria:
 - 1. Must have a primary Axis I diagnosis of serious mental illness; and
 - 2. Have severe functional impairments meeting requirements for a skilled nursing level of care.
 - a. Clients whose mental illness requires an acute level of care, as well as clients suffering exclusively from developmental disabilities, mental retardation or physical illnesses alone (without a psychiatric component), will not be considered for admission.
 - 3. CONTRACTOR shall accept RUHS-BH referrals for client placement at the RUHS-BH Residential Care Facility.
- E. CONTRACTOR shall accept IST Diversion Program referrals as determined, and agreed on, by Public Defender, District Attorney, and the Superior Court, and at the recommendation of RUHS-BH.

V. CREDENTIALING

- A. CONTRACTOR shall certify all personnel will be trained, qualified, and hold appropriate licensure and certifications. CONTRACTOR shall adhere to credentialing and background check requirements as outlined in this agreement

VI. ADMISSION POLICY

- A. CONTRACTOR shall accept adult clients referred by RUHS-BH Inpatient Treatment Facility (ITF) who meets target population criteria.
- B. CONTRACTOR shall admit clients in need of twenty-four (24) - hour skilled psychiatric services, and clients who, without prompt and adequate treatment, are considered to be at risk of displaying behavioral symptoms, such as: combativeness, elopement, suicidal tendencies, excessively verbally abusive, disorientation, disinterested in the immediate environment, or mood swings, which preclude admission to a lower level of care.
 - 1. The frequency, scope, and severity of such behaviors are the determining factors of admission, which are negotiated between CONTRACTOR and RUHS-BH ITF for each client admission. COUNTY may grant individual exceptions to these admissions criterion.
 - 2. RUHS-BH will designate which licensed mental health professionals will accept clients for admission to the Residential Care Facility and the types of diagnoses for which clients can be admitted.
 - 3. CONTRACTOR shall not admit any person who is nonambulatory, requires a level or levels of medical care not provided, who would be appropriately served by an acute psychiatric hospital, or who is diagnosed only with a substance abuse or eating disorder. For the purposes of the Residential Care Facility, nonambulatory means the inability to exit the facility unassisted under emergency conditions with reasonable accommodations. Every accommodation must be determined on a case-by-case basis.
- C. CONTRACTOR shall make Admission and Discharge policies available to clients or their representatives upon admission.
- D. CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by state and federal law.
- E. Each client shall be screened for tuberculosis by RUHS ITF upon admission.
 - 1. Upon transfer to CONTRACTOR, test results will be included in client record.
- F. CONTRACTOR shall take and record the weight and height of each client in the client record upon admission, and the weight shall be taken and recorded once a month thereafter.
- G. CONTRACTOR shall issue an admission agreement to the client for signature by the client or authorized representative, describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment and involvement in the program.

personal medications, controlled drugs, disposition of drugs, unit dose medication provisions; and pharmacy consultant requirements.

- E. CONTRACTOR shall obtain required equipment and emergency supplies necessary for the provision of pharmaceutical services.

VIII. RESTRAINT AND SECLUSION

- A. CONTRACTOR shall not use restraint and seclusion except when necessary to prevent immediate injury to the person or others, and only when there is no less restrictive method to prevent injurious behavior.
- B. Restraint and seclusion shall not be used as punishment or for the convenience of staff, or as a substitute for less restrictive alternate forms of treatment.
- C. Clients will be released when they no longer meet the criteria for restrain or seclusion.
- D. CONTRACTOR's use of restraint and seclusion will be in accordance with Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Sections §784.35 - §784.38.
- E. CONTRACTOR shall maintain policies and procedures related to use of restraint and seclusion, and shall provide a copy of this policy or procedure to RUHS-BH upon request.

IX. INFORMED CONSENT

- A. CONTRACTOR shall follow Informed Consent Guidelines consistent with regulations specified in the Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Section §784.29.

X. COMMUNICABLE AND INFECTIOUS DISEASE

- A. CONTRACTOR shall adhere to regulations enforced by Riverside County Department of Public Health, as well as regulations specified in the Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 3.5. Mental Health Rehabilitation Centers, Section §784.16 - §784.17.

XI. ACCESS TO OFF-SITE SERVICES, TRANSPORTATION, and TRANSFER

- A. CONTRACTOR shall provide basic services that include: reasonable access to required medical treatment, up-to-date psychopharmacology, and transportation to necessary off-site services.
- B. CONTRACTOR will provide client transportation to and from State Hospitals, other facilities as needed, and to court for any necessary appearances.
- C. CONTRACTOR shall maintain written transfer agreements with indicated facilities and provide complete and accurate client information.
 - 1. If a client is transferred to another facility or setting, CONTRACTOR shall document the following in the client record:

involved populations, including training in COEG, Seeking Safety, and Trauma-Informed Care. Training shall provide the additional knowledge staff need to psychologically stabilize consumers that have been deemed incompetent to stand trial to attain personal coping mechanisms and skills to assimilate into ongoing community based treatment.

- The final year-end settlement 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.
 - The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.
 - 4. The combined final year-end settlement 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.
 - 5. 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.
- B. MAXIMUM OBLIGATION:**
COUNTY'S maximum obligation for FY 2022/2023 shall be \$11,527,862 subject to availability of applicable Federal, State, local and/or COUNTY funds.
- C. BUDGET:**
Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget 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, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.
- D. MEDI-CAL (M/C):**
- 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State.
 - 2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).
- E. 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.
- 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 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 Report, and shall be used to offset gross cost.

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 Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow 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 Report Reconciliation/Settlement 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

- 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.
8. 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.
 9. 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 RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each County Reporting Unit, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
 - Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
 - Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section I, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains 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.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all

M. 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.

N. 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 Report. 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.

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date