

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



ITEM: 3.20
(ID # 21204)

MEETING DATE:
Tuesday, November 28, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH (RUHS - Behavioral Health): Ratification and Approval of License Agreement with Telecare Corporation, 3950 Reynolds Road, Riverside, One-Year, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 1. [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061 (b)(3), "Common Sense" Exemption;
2. Ratify and Approve the attached License Agreement with Telecare Corporation and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ACTION:Policy

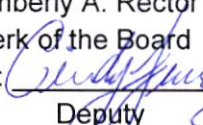

Rose Salgado, Director of Facilities Management 3/29/2023


Matthew Chang, Director 10/25/2023

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, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: FM-RE, RUHS-BH, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) has contracted with Telecare Corporation, a California corporation (“Telecare”), to provide services in the County-owned building located at 3950 Reynolds Road, Riverside. This facility will serve as the Restorative Transformation Center (RTC) and provide behavioral health services to the community. The attached License Agreement authorizes Telecare’s occupancy of the premises and will commence October 1, 2022, through June 30, 2023, with an option to renew up to an additional four (4) one-year periods, by mutual agreement and subject to availability of funds.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), “Common Sense” Exemption. The proposed project, the License Agreement, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use occurring.

The License is summarized below:

Lessee	Telecare Corporation 1080 Marina Village Parkway, Suite 100 Alameda, California 94501
Premises Location:	3950 Reynolds Road Riverside, CA 92503
Size:	21,451 sq. ft.
Term:	October 1, 2022 through June 30, 2023
Rent:	\$57,212.15 monthly/\$686,545.76 yearly
Utilities:	County shall provide and pay for all utilities.

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STATE OF CALIFORNIA**

Maintenance: County shall provide and pay for all maintenance services

Custodial: Licensee shall provide and pay for custodial services

The attached License Agreement has been reviewed and approved by County Counsel as to form.

Impact on Residents and Business

This facility will continue to have a positive impact on residents and local businesses.

Additional Fiscal Information

Through the License Agreement, the RUHS -Behavioral Health will receive rent from Licensee for use of the facility. The rent will be applied to the actual operating cost of the facility. Thus, no net county will be incurred as a result of this transaction.

Contract History and Price Reasonableness

This is a 9-month term with up to an additional four (4) one-year periods.

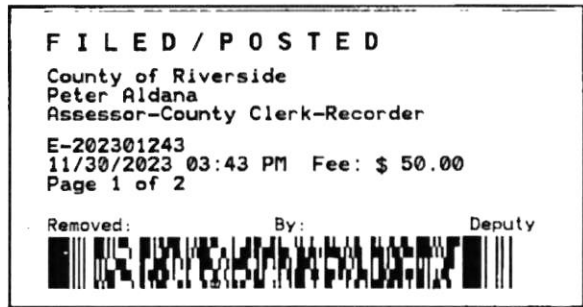
ATTACHMENTS:

- License Agreement
- Aerial MT #21204
- Notice of Exemption

MH:ap/02082023/RV643/30.896


Aaron Gettis, Deputy County Counsel 11/8/2023

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA



NOTICE OF EXEMPTION

February 16, 2023

Project Name: Approval of License Agreement with Telecare Corporation for the Riverside University Health System Department of Behavioral Health (RUHS-BH) at 3950 Reynolds Road, Riverside

Project Number: FM047611064300

Project Location: 3950 Reynolds Road, south of County Farm Road, Riverside, California 92503, Assessor's Parcel Number (APN) 145-260-027

Description of Project: RUHS-BH has contracted with Telecare Corporation, a California corporation (Telecare), to provide services in the County-owned building located at 3950 Reynolds Road, Riverside, to serve as the Restorative Transformation Center (RCT) to divert consumers from being incarcerated or needing to be placed on a waiting list for competency restoration in the State Hospital. This License Agreement authorizes Telecare's occupancy of the premises and will commence October 1, 2022, through June 30, 2023, with an option to renew up to an additional four, one-year periods, by mutual agreement and subject to availability of funds. The License Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is for the use of an existing building and no expansion of the existing facility will occur. The operation of the facility will continue to provide behavioral health. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County


Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the License Agreement, permitting use of an existing facility.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to the use of an existing RUHS-BH facility by Telecare. The project would not substantially increase or expand the use of the site; use is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The License Agreement is an administrative action to allow for the use of the existing space at 3950 Reynolds Road. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 2-16-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

1 thereafter be renewed annually, by a mutual agreement of both Parties, up to an
2 additional four (4) one-year periods, subject to availability of funds.

3 (b) Any holding over by Licensee after the expiration of said term or
4 any extension thereof shall be deemed a month-to-month tenancy upon the same
5 terms and conditions of this License.

6 **4. Consideration.** Licensee shall make monthly payments payable to
7 Riverside University Health System – Behavioral Health (RUHS-BH) in the amount of
8 \$57,212.15 per month/\$686,545.76 annually (set to be reviewed at the end of FY 22/23
9 for adjustment if necessary), as rent for the Premises. Licensee will pay any and all
10 charges attributable to Licensee on a monthly basis, payable on the first day of the
11 month and sent to:

12 COUNTY OF RIVERSIDE
13 Riverside University Health System – Behavioral Health
14 4095 County Circle Drive
15 Riverside, California 92503

16 **5. Licensee’s Hours of Operation/Access:**

17 24 hours per day, 365 days per year (24/7)

18 **6. Maintenance.**

19 (a) County shall provide all necessary maintenance and repairs to
20 Premises and appurtenant equipment and fixtures placed on Premises.

21 (b) Licensee or Licensee’s clients, invitees, and employees shall be
22 responsible for any damage to County-owned property and Premises, including, but
23 not limited to, water, plumbing, electrical and fire that are due to Licensee’s neglect
24 including appurtenant equipment and fixtures.

25 **7. Custodial.** County shall be responsible for the following custodial
26 services: quarterly deep cleaning and twice a year hard floor care, carpet, and window
27 cleaning. Licensee shall be responsible for any other custodial services needed.

1 **8. Utilities.** County shall provide all utilities in connection with the operation
2 of the Premises, including, but limited to, water, refuse, sewer, gas and electrical
3 services.

4 **9. Signs.** Licensee shall not erect, maintain or display any signs or other
5 forms of advertising on the Premises without first obtaining the written approval of the
6 County.

7 **10. Equipment and Furnishings.**

8 (a) County shall provide Licensee with equipment and furnishings as
9 set forth in Exhibit "B," which is attached hereto and by this reference made a part of
10 this License and said equipment and furnishings shall remain within the licensed
11 premises. All such equipment and furnishings shall be labeled with a Riverside
12 University Health System (RUHS) – Behavioral Health Tag Number.

13 (b) An inventory of equipment and furnishings shall be updated by
14 Licensee quarterly as necessary to add or delete inventory items as required through
15 the RUHS – Behavioral Health contract for the provision of services with Telecare
16 Corporation at 3950 Reynolds Road, Riverside, California. Any such revised exhibits
17 shall be forwarded to RUHS-Behavioral Health and attached to the contract for the
18 provision of services.

19 (c) Licensee, at its expense, shall be responsible for maintaining said
20 equipment and furnishings in good working condition and repair if the value is under
21 One Thousand Dollars (\$1,000.00). Such equipment and furnishings shall remain the
22 property of the County, including all title and legal ownership rights.

23 (d) Equipment or furnishings with value in excess of One Thousand
24 Dollars (\$1,000.00) replaced by the County and deemed integral to the provision of
25 services will remain the property of the County, including all title and legal ownership
26 rights.

27 (e) Any new items added to the inventory quarterly shall only be
28 purchased with the expressed written approval of the RUHS-Behavioral Health

1 Manager and must be an item essential or integral to the provision of services. New
2 equipment and furnishings, essential or integral to the provision of services, shall be
3 purchased by Licensee utilizing purchasing agency procedures requiring competitive
4 bids. Items valued less than One Thousand Dollars (\$1,000) shall be purchased by the
5 Licensee. Items valued One Thousand Dollars (\$1,000) or more, shall be purchased
6 by either the Licensee or County upon mutual agreement. Licensee will be responsible
7 for submitting purchase requests over \$1,000 to RUHS-BH Facilities for determination
8 of who will purchase the item(s). All such new equipment and furnishings shall be
9 labeled with a RUHS – Behavioral Health Tag Number and remain the property of the
10 County including all title and legal ownership rights.

11 (f) Repaired, replaced or new essential or integral equipment and
12 furnishings purchased by Licensee and approved by RUHS-Behavioral Health
13 Manager shall be deemed and actual claimed program cost when filing annual cost
14 reports as required under the contract for the provision of services. However, allowable
15 and non-allowable cost information requirements can be found in the Center for
16 Medicare and Medicaid Services (CMS) Publication 15, provider Reimbursement
17 Manual (PRM) Parts 1 and II. It shall be Licensee's responsibility to ensure compliance
18 with these requirements.

19 (g) The County shall dispose of any equipment and furnishings
20 deemed by RUHS-Behavioral Health Administrator to be beyond economical repair.

21 **11. Inspection of Premises.** County, through its duly authorized agents,
22 shall have the right to enter the Premises for the purpose of inspecting, monitoring, and
23 evaluating the obligations of Licensee hereunder and for the purpose of doing any and
24 all things which it is obligated and has a right to do under this License.

25 **12. Ingress and Egress.** Licensee shall be permitted ingress and egress to
26 and from the Premises only through such doors and routes as are designated by
27 County.
28

1 **13. Compliance with Government Regulation.** Licensee shall comply with
2 the requirements of all local, state and federal statutes, regulations, rules, ordinances
3 and orders now in force or which may be hereafter in force, pertaining to its operation.
4 Licensee is to secure, at no cost to the County, all necessary licenses, permits, as
5 required by law. The final judgment, decree or order of a court of competent
6 jurisdiction, or the admission of Licensee in any action or proceedings against
7 Licensee, whether Licensee be a party thereto or not, that Licensee has violated any
8 such statutes, regulations, rules, ordinances or orders, in the use of the licensed
9 Premises, shall be conclusive of that fact as between County and Licensee.

10 **14. Termination of License.**

11 (a) County shall have the right to immediately terminate this License
12 for the following:

13 (1) In the event Licensee fails to perform any of its duties or
14 obligations hereunder.

15 (2) In the event Licensee conducts any activity within the
16 Premises not authorized by this License.

17 (3) In the event a petition is filed for voluntary or involuntary
18 bankruptcy for the adjudication of Licensee as debtors.

19 (4) In the event that Licensee makes a general assignment of
20 Licensee's interest hereunder, or Licensee's interest hereunder is assigned
21 involuntarily or by operation of law, for the benefit of creditors.

22 (5) In the event of abandonment of the Premises by Licensee.

23 (b) Either party to this License may terminate the License without
24 cause by giving the other party sixty (60) days' written notice.

25 **15. Insurance.** Without limiting or diminishing the LICENSEE'S obligation to
26 indemnify or hold the COUNTY harmless, LICENSEE shall procure and maintain or
27 cause to be maintained, at its sole cost and expense, the following insurance
28 coverages during the term of this Agreement. As respects to the insurance section

1 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
2 Special Districts, and Departments, their respective directors, officers, Board of
3 Supervisors, employees, elected or appointed officials, agents or representatives as
4 Additional Insureds.

5 A. Workers' Compensation:

6 If the LICENSEE has employees as defined by the State of California, the LICENSEE
7 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed
8 by the laws of the State of California. Policy shall include Employers' Liability
9 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
10 person per accident. The policy shall be endorsed to waive subrogation in favor of The
11 County of Riverside.

12 B. Commercial General Liability:

13 Commercial General Liability insurance coverage, including but not limited to, premises
14 liability, unmodified contractual liability, products and completed operations liability,
15 personal and advertising injury, and cross liability coverage, covering claims which may
16 arise from or out of LICENSEE'S performance of its obligations hereunder. Policy shall
17 name the COUNTY as Additional Insureds. Policy's limit of liability shall not be less
18 than \$2,000,000 per occurrence combined single limit. If such insurance contains a
19 general aggregate limit, it shall apply separately to this agreement or be no less than
20 two (2) times the occurrence limit.

21 C. Vehicle Liability:

22 If vehicles or mobile equipment are used in the performance of the obligations under
23 this Agreement, then LICENSEE shall maintain liability insurance for all owned, non-
24 owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence
25 combined single limit. If such insurance contains a general aggregate limit, it shall
26 apply separately to this agreement or be no less than two (2) times the occurrence
27 limit. Policy shall name the COUNTY as Additional Insureds.

28 D. General Insurance Provisions - All lines:

1 1) Any insurance carrier providing insurance coverage hereunder shall be
2 admitted to the State of California and have an A M BEST rating of not less than A: VIII
3 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If
4 the County's Risk Manager waives a requirement for a particular insurer such waiver is
5 only valid for that specific insurer and only for one policy term.

6 2) The LICENSEE must declare its insurance self-insured retention for each
7 coverage required herein. If any such self-insured retention exceeds \$750,000 per
8 occurrence each such retention shall have the prior written consent of the County Risk
9 Manager before the commencement of operations under this Agreement. Upon
10 notification of self-insured retention unacceptable to the COUNTY, and at the election
11 of the County's Risk Manager, LICENSEE'S carriers shall either; 1) reduce or eliminate
12 such self-insured retention as respects this Agreement with the COUNTY, or 2) procure
13 a bond which guarantees payment of losses and related investigations, claims
14 administration, and defense costs and expenses.

15 3) LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish the
16 County of Riverside with either 1) a properly executed original Certificate(s) of
17 Insurance and certified original copies of Endorsements effecting coverage as required
18 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,
19 provide original Certified copies of policies including all Endorsements and all
20 attachments thereto, showing such insurance is in full force and effect. Further, said
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance
22 carrier(s) that a minimum of thirty (30) days written notice shall be given to the County
23 of Riverside prior to any material modification, cancellation, expiration or reduction in
24 coverage of such insurance. If LICENSEE insurance carrier(s) policies does not meet
25 the minimum notice requirement found herein, LICENSEE shall cause LICENSEE'S
26 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

27 4) In the event of a material modification, cancellation, expiration, or
28 reduction in coverage, this Agreement shall terminate forthwith, unless the County of

1 Riverside receives, prior to such effective date, another properly executed original
2 Certificate of Insurance and original copies of endorsements or certified original
3 policies, including all endorsements and attachments thereto evidencing coverage's set
4 forth herein and the insurance required herein is in full force and effect. LICENSEE
5 shall not commence operations until the COUNTY has been furnished original
6 Certificate (s) of Insurance and certified original copies of endorsements and if
7 requested, certified original policies of insurance including all endorsements and any
8 and all other attachments as required in this Section. An individual authorized by the
9 insurance carrier to do so on its behalf shall sign the original endorsements for each
10 policy and the Certificate of Insurance.

11 5) It is understood and agreed to by the parties hereto that the LICENSEE'S
12 insurance shall be construed as primary insurance, and the COUNTY'S insurance
13 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
14 construed as contributory.

15 6) If, during the term of this Agreement or any extension thereof, there is a
16 material change in the scope of services; or, there is a material change in the
17 equipment to be used in the performance of the scope of work; or, the term of this
18 Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY
19 reserves the right to adjust the types of insurance and the monetary limits of liability
20 required under this Agreement, if in the County Risk Management's reasonable
21 judgment, the amount or type of insurance carried by the LICENSEE has become
22 inadequate.

23 7) LICENSEE shall pass down the insurance obligations contained herein to
24 all tiers of sub-Licensees working under this Agreement.

25 8) The insurance requirements contained in this Agreement may be met with
26 a program(s) of self-insurance acceptable to the COUNTY.

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1 9) LICENSEE agrees to notify COUNTY of any claim by a third party or any
2 incident or event that may give rise to a claim arising from the performance of this
3 Agreement.

4 **16. Hold Harmless.**

5 LICENSEE shall indemnify and hold harmless the County of Riverside, its
6 Agencies, Districts, Special Districts and Departments, their respective directors,
7 officers, Board of Supervisors, elected and appointed officials, employees, agents and
8 representatives (individually and collectively hereinafter referred to as Indemnitees)
9 from any liability whatsoever, based or asserted upon any services of LICENSEE, its
10 officers, employees, sub-Licensees, agents or representatives arising out of or in any
11 way relating to this Agreement, including but not limited to property damage, bodily
12 injury, or death or any other element of any kind or nature whatsoever arising from the
13 performance of LICENSEE), its officers, employees, sub-Licensees, agents or
14 representatives Indemnitors from this Agreement. LICENSEE shall defend, at its sole
15 expense, all costs and fees including, but not limited, to attorney fees, cost of
16 investigation, defense and settlements or awards, the Indemnitees in any claim or
17 action based upon such alleged acts or omissions.

18 With respect to any action or claim subject to indemnification herein by
19 LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their
20 own choice and shall have the right to adjust, settle, or compromise any such action or
21 claim without the prior consent of COUNTY; provided, however, that any such
22 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
23 LICENSEE'S indemnification to Indemnitees as set forth herein.

24 LICENSEE'S obligation hereunder shall be satisfied when LICENSEE has
25 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any
26 liability for the action or claim involved.

27
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1 The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe LICENSEE'S obligations to indemnify and hold harmless the Indemnitees
3 herein from third party claims.

4 In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
6 interpretation shall not relieve the LICENSEE from indemnifying the Indemnitees to the
7 fullest extent allowed by law.

8 **17. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or
9 otherwise transfer in any manner any of its rights, duties, or obligations hereunder to
10 any person or entity without the written consent of County being first obtained, which
11 consent shall be in the absolute discretion of County. In the event of any such transfer,
12 as provided in this Paragraph, Licensee expressly understands and agrees that it shall
13 remain liable with respect to any and all of the obligations and duties contained in this
14 License.

15 **18. Toxic Materials.** During the term of the License and any extensions
16 thereof, Licensee shall not violate any federal, state, or local law, ordinance or
17 regulation, relating to industrial hygiene or to the environmental condition on, under or
18 about the licensed Premises, including, but not limited to, soil and groundwater
19 conditions.

20 Further, Licensee and its successors, assigns and sub-licensees, shall not use,
21 generate, manufacture, produce, store or dispose of on, under or about the Premises,
22 or transport to or from the licensed Premises, any flammable explosives, asbestos,
23 radioactive materials, hazardous wastes, toxic substances or related injurious
24 materials, whether injurious by themselves or in combination with other materials
25 (collectively, hazardous substances, hazardous materials, or toxic substances) in the
26 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
27 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act,
28 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42

1 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in
2 Section 25117 of the California Health and Safety Code or as Hazardous Substances
3 in Section 25316 of the California Health and Safety Code; and in the regulations
4 adopted in publications promulgated pursuant to said laws.

5 **19. Free From Liens.** Licensee shall pay, when due, all sums of money that
6 may become due for any labor, services, material, supplies, or equipment, alleged to
7 have been furnished or to be furnished to Licensee, in, upon or about the licensed
8 Premises, and which may be secured by a mechanic's, materialman's or other lien
9 against the Premises or County's interest therein, and will cause each such lien to be
10 fully discharged and released at the time the performance of any obligation secured by
11 such lien matures or becomes due; provided, however, that if Licensee desires to
12 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
13 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
14 and said stay thereafter expires, then and in such event, Licensee shall forthwith pay
15 and discharge said judgment.

16 **20. Employees and Agents of Licensee.** It is understood and agreed that
17 all persons hired or engaged by Licensee shall be considered to be employees or
18 agents only of Licensee and not of County.

19 **21. Binding on Successors.** Licensee, its assigns and successors in
20 interest, shall be bound by all the terms and conditions contained in this License, and
21 all the parties thereto shall be jointly and severally liable hereunder.

22 **22. Waiver of Performance.** No waiver by County at any time of any of the
23 terms and conditions of this License shall be deemed or construed as a waiver at any
24 time thereafter of the same or of any other terms or conditions contained herein or of
25 the strict and timely performance of such terms and conditions.

26 **23. Severability.** The invalidity of any provision in this License as
27 determined by a court of competent jurisdiction shall in no way affect the validity of any
28 other provision hereof.

1 **24. Venue.** Any action at law or in equity brought by either of the parties
2 hereto for the purpose of enforcing a right or rights provided for by this License shall be
3 tried in a court of competent jurisdiction in the County of Riverside, State of California,
4 and the parties hereby waive all provisions of law providing for a change of venue in
5 such proceedings to any other county.

6 **25. Notices.** Any notice required or desired to be served by either party
7 upon the other shall be addressed to the respective parties as set forth below:

8 <u>COUNTY:</u>	9 <u>LICENSEE:</u>
10 County of Riverside	11 Telecare Corporation
11 Facilities Management	12 1080 Marina Village, Suite 100
12 3450 14 th St, Suite 200	13 Alameda, CA 94501
13 Riverside, California 92501	14 Attn: Chief Financial Officer
	15 Copy: VP of Facility and Real Estate
	16 Services

17 or to such other addresses as from time to time shall be designated by the respective
18 parties.

19 **26. Permits, Licenses and Taxes.** Licensee shall secure and maintain, at
20 its expense, all necessary permits and licenses as it may be required to obtain and/or
21 hold, and Licensee shall pay for all fees and taxes levied or required by any authorized
22 public entity. Licensee recognizes and understands that this License may create a
23 possessory interest subject to property taxation and that Licensee may be subject to
24 the payment of property taxes levied on such interest.

25 **27. Paragraph Headings.** The Paragraph headings herein are for the
26 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
27 any manner affect the scope, meaning or intent of the provisions or language of this
28 License.

28. County's Representative. County hereby appoints the Director of
Facilities Management as its authorized representative to administer this License.

29. Agent for Service of Process. It is expressly understood and agreed
that in the event Licensee is not a resident of the State of California or it is an

1 association or partnership without a member or partner resident of the State of
2 California, or it is a foreign corporation, then in any such event, Licensee shall file with
3 the Director of Facilities Management, upon its execution hereof, a designation of a
4 natural person residing in the State of California, giving his or her name, residence and
5 business addresses, as its agent for the purpose of services of process in any court
6 action arising out of or based upon this License, and the delivery to such agent of a
7 copy of any process in any such action shall constitute valid service upon Licensee. It
8 is further expressly understood and agreed that if for any reason service of such
9 process upon such agent is not feasible, then in such event Licensee may be
10 personally served with such process out of this County and that such service shall
11 constitute valid service upon Licensee. It is further expressly understood and agreed
12 that Licensee is amenable to the process so served, submits to the jurisdiction of the
13 court so obtained and waives any and all objections and protests thereto.

14 **30. Licenses and Permits.** In accordance with the provisions of Chapter 9
15 of Division 3 of the business and Professions code concerning the licensing of
16 Contractors, all Contractors shall be licensed, if required, in accordance with the laws
17 of this State and any Contractor not so licensed is subject to the penalties imposed by
18 such laws. The Licensee warrants that it has all necessary permits, approvals,
19 certificates, waivers, and exemptions necessary for the provision of services hereunder
20 and required by the laws and regulations of the United States, State of California, the
21 County of Riverside and all other appropriate governmental agencies and shall
22 maintain these throughout the term of this License.

23 **31. Confidentiality.** The Licensee shall maintain the confidentiality of all
24 information and records pertaining to privacy and confidentiality and comply with all
25 other statutory laws and regulations relating to privacy and confidentiality.

26 **32. Entire License.** This License is intended by the parties hereto as a final
27 expression of their understanding with respect to the subject matter hereof and as a
28 complete and exclusive statement of the terms and conditions thereof and supersedes

1 **33. Authority to Execute.** The persons executing this Lease on behalf of
2 the parties to this Lease hereby warrant and represent that they have the authority to
3 execute this Lease and warrant and represent that they have the authority to bind the
4 respective parties to this Lease and to the performance of its obligations hereunder.

5 **34. Approval.** Anything to the contrary notwithstanding, this License shall
6 not be binding or effective until its approval and execution by the Chair of the Riverside
7 County Board of Supervisors.

8
9 Dated: 11/28/2023

10 **COUNTY OF RIVERSIDE**, a political
11 subdivision of the State of California

TELECARE CORPORATION, a
California corporation

12
13 
14 By: _____
15 Kevin Jeffries, Chair
Board of Supervisors


By: 
Dawan Utecht
SVP & Chief Development Officer

16 ATTEST:
17 Kimberly Rector
18 Clerk of the Board



19 By: 
20 Deputy

21 APPROVED AS TO FORM:
22 Minh C. Tran
23 County Counsel

24
25 By: 
26 Ryan Yabko
27 Deputy County Counsel

28 MH:ap/02082023/RV643/30.896

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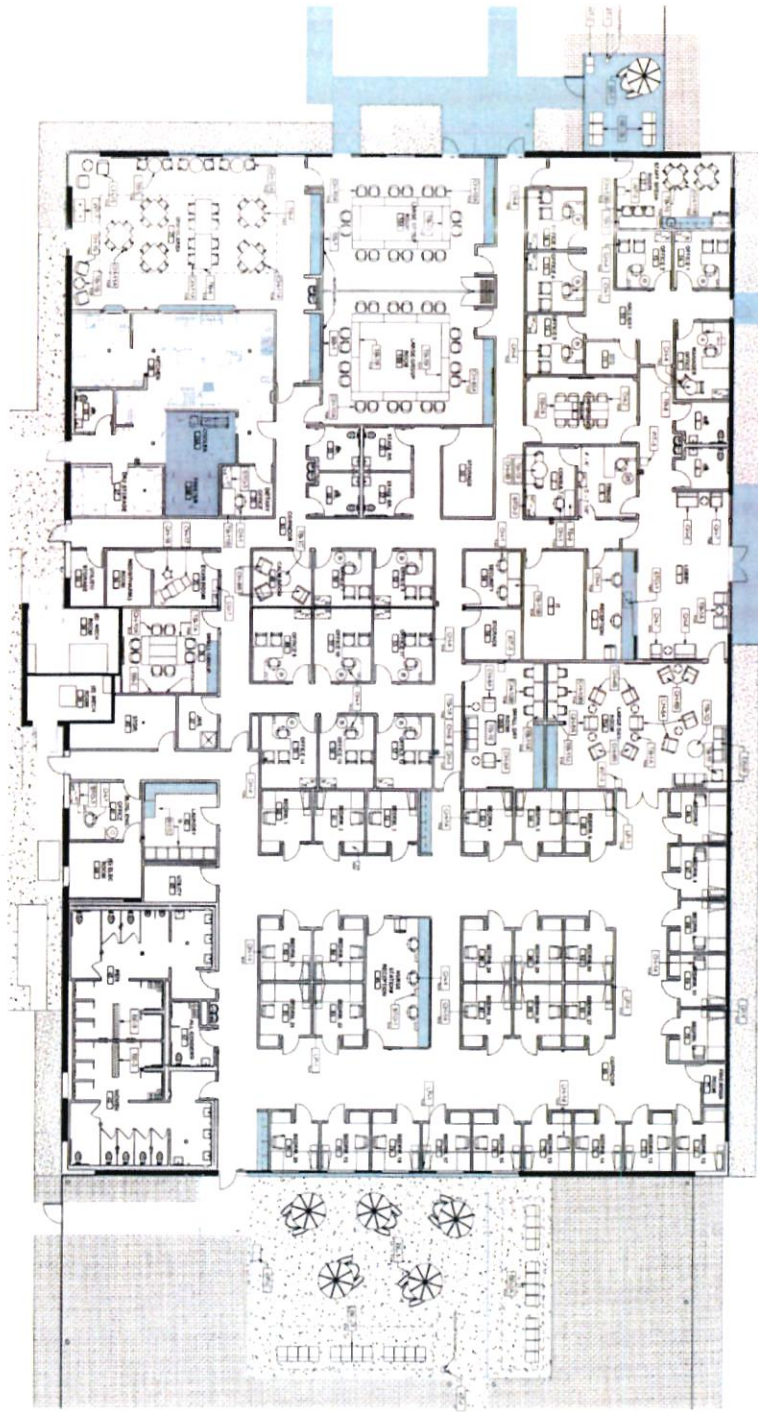


EXHIBIT "A"

EXHIBIT "B"

Inventory List – 3950 Reynolds, Riverside (RV643)

Asset Tag #	Room Furniture	Description	Notes
2761	8 TABLE	CONFERENCE ROOM	
2762	8 TABLE	CONFERENCE ROOM	
2763	8 TABLE	CONFERENCE ROOM	
2764	8 TABLE	CONFERENCE ROOM	
2765	8 TABLE	CONFERENCE ROOM	
2766	6 DESK	TRIAGE	
2767	6 3 DRAWER FILING CABINET	TRIAGE	
2768	6 PEDESTAL	TRIAGE	
2769	7 DESK	CONSULT	
2770	7 4 DRAWER FILING CABINET	CONSULT	
2771	57 ROLLING FILE CABINET	OFFICE 12	
2772	57 OFFICE DESK	OFFICE 12	
2773	57 3-DRAWER FILING CABINET	OFFICE 12	
2774	58 ROLLING FILE CABINET	OFFICE 13	
2775	58 OFFICE DESK	OFFICE 13	
2776	58 3-DRAWER FILING CABINET	OFFICE 13	
2777	59 ROLLING FILE CABINET	OFFICE 14	
2778	59 OFFICE DESK	OFFICE 14	
2779	59 3-DRAWER FILING CABINET	OFFICE 14	
2780	60 CHAIR	BEDROOM 1	
2781	18 TABLE	STAFF BREAK ROOM	18a & b 1 big room
2782	18 TABLE	STAFF BREAK ROOM	
2783	18 TABLE	STAFF BREAK ROOM	
2784	18 TABLE	STAFF BREAK ROOM	
2785	18 TABLE	STAFF BREAK ROOM	
2786	18 TABLE	STAFF BREAK ROOM	
2787	18 TABLE	STAFF BREAK ROOM	
2788	18 TABLE	STAFF BREAK ROOM	
2789	18 BENQ 1	STAFF BREAK ROOM	
2790	18 BENQ 2	STAFF BREAK ROOM	

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2791	60BED	BEDROOM 1
2792	60WARDROBE	BEDROOM 1
2793	61CHAIR	BEDROOM 2
2794	61BED	BEDROOM 2
2795	61WARDROBE	BEDROOM 2
2796	62CHAIR	BEDROOM 3
2797	62BED	BEDROOM 3
2798	62WARDROBE	BEDROOM 3
2799	36TV	MEDICAL RECORDS
2800	36TABLE	MEDICAL RECORDS
2812	36DESK	MEDICAL RECORDS
2813	36PEDESTAL	MEDICAL RECORDS
2814	363 DRAWER FILING CABINET	MEDICAL RECORDS
2801	7 ROUND TABLE 3 FT	CONSULT
2802	9 DESK	MANAGER OFFICE
2803	9 ROUND TABLE	MANAGER OFFICE
2804	9 PEDESTAL	MANAGER OFFICE
2805	9 3 DRAWER FILING CABINET	MANAGER OFFICE
2806	12 DESK	OFFICE 5
2807	12 PEDESTAL	OFFICE 5
2808	12 3 DRAWER FILING CABINET	OFFICE 5
2809	13 DESK	OFFICE 4
2810	13 PEDESTAL	OFFICE 4
2811	13 3 DRAWER FILING CABINET	OFFICE 4
2815	17FRIDGE	STAFF BREAK ROOM
2816	17TABLE	STAFF BREAK ROOM
2817	17TABLE	STAFF BREAK ROOM
2818	15 DESK	OFFICE 2
2819	15 PEDESTAL	OFFICE 2
2820	15 3 DRAWER FILING CABINET	OFFICE 2
2821	16 DESK	OFFICE 1
2822	16 PEDESTAL	OFFICE 1
2823	16 3 DRAWER FILING CABINET	OFFICE 1
2824	28SMALL FRIDGE	KITCHEN

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2825	28 MIXER	KITCHEN	
2826	28 FREEZER	KITCHEN	
2827	28 MEAT SLICER	KITCHEN	
2828	28 FOOD WARMER	KITCHEN	
2829	28 OVEN	KITCHEN	
2830	28 ICE MAKER	KITCHEN	
2831	28 STOVE	KITCHEN	
2832	28 DEEP FRYER	KITCHEN	
2833	30 DESK	DIETARY OFFICE	NUTRITION OFFICE
2834	30 3 DRAWER FILING CABINET	DIETARY OFFICE	
2835	42 DRYER	LAUNDRY	
2836	42 WASHER	LAUNDRY	
2837	42 WASHER	LAUNDRY	
2838	42 WASHER	LAUNDRY	
2839	42 WASHER	LAUNDRY	
2840	42 WASHER	LAUNDRY	
2841	42 DRYER	LAUNDRY	
2842	42 DRYER	LAUNDRY	
2843	42 DRYER	LAUNDRY	
2844	42 DRYER	LAUNDRY	
2845	79 CHAIR	BEDROOM 19	
2846	79 BED	BEDROOM 19	
2847	79 DRESSER	BEDROOM 19	
2848	85 PEDESTAL	NURSE STATION/RECEPTION	
2849	85 PEDESTAL	NURSE STATION/RECEPTION	
2850	85 PEDESTAL	NURSE STATION/RECEPTION	
2871	18B TABLE	LARGE GROUP ROOM	
2872	18B TABLE	LARGE GROUP ROOM	
2873	18B TABLE	LARGE GROUP ROOM	
2874	18B TABLE	LARGE GROUP ROOM	
2875	18B TABLE	LARGE GROUP ROOM	
2876	18B TABLE	LARGE GROUP ROOM	
2877	18B TABLE	LARGE GROUP ROOM	
2878	18B TABLE	LARGE GROUP ROOM	

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2879	18B TABLE	LARGE GROUP ROOM
2880	18B TABLE	LARGE GROUP ROOM
2881	1 SOFT SEATING - LOVE SEATS	LOBBY
2882	1 ROUND CORNER TABLE	LOBBY
2883	1 SOFT SEATING - CHAIR	LOBBY
2884	1 SOFT SEATING - CHAIR	LOBBY
2885	1 ROUND CORNER TABLE	LOBBY
2886	1 SOFT SEATING - CHAIR	LOBBY
2887	1 SOFT SEATING - CHAIR	LOBBY
2888	1 ROUND CORNER TABLE	LOBBY
2889	1 SOFT SEATING - LOVE SEATS	LOBBY
2890	55A SOFT SEATING - SOFA	LARGE DAY ROOM
2891	55A SQUARE CORNER TABLE	LARGE DAY ROOM
2892	55A SOFT SEATING - SOFA	LARGE DAY ROOM
2893	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2894	55A ROUND CORNER TABLE	LARGE DAY ROOM
2895	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2896	55A ROUND CENTER TABLE	LARGE DAY ROOM
2897	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2898	55A ROUND CORNER TABLE	LARGE DAY ROOM
2899	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2900	55A ROUND CORNER TABLE	LARGE DAY ROOM
2901	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2902	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2903	55A ROUND CORNER TABLE	LARGE DAY ROOM
2904	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2905	55A ROUND CORNER TABLE	LARGE DAY ROOM
2906	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2907	55A TABLE	LARGE DAY ROOM
2908	55A TABLE	LARGE DAY ROOM
2909	55A TABLE	LARGE DAY ROOM
2910	55A TV	LARGE DAY ROOM
2911	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2912	55A ROUND CORNER TABLE	LARGE DAY ROOM

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2913	55A SOFT SEATING - CHAIR	LARGE DAY ROOM
2914	66 BED	BEDROOM 7
2915	66 DRESSER	BEDROOM 7
2916	66 CHAIR	BEDROOM 7
2917	67 BED	BEDROOM 8
2918	67 DRESSER	BEDROOM 8
2919	67 CHAIR	BEDROOM 8
2920	65 BED	BEDROOM 6
2921	65 DRESSER	BEDROOM 6
2922	65 CHAIR	BEDROOM 6
2923	64 BED	BEDROOM 5
2924	64 DRESSER	BEDROOM 5
2925	64 CHAIR	BEDROOM 5
2926	63 BED	BEDROOM 4
2927	63 DRESSER	BEDROOM 4
2928	63 CHAIR	BEDROOM 4
2929	55B TABLE	SMALL DAY ROOM
2930	55B TABLE	SMALL DAY ROOM
2939	55B ROUND TABLE	SMALL DAY ROOM
2931	52 CABINET	OFFICE 6
2932	52 DESK	OFFICE 6
2933	52 PEDESTAL	OFFICE 6
2934	50 CABINET	OFFICE 7
2935	50 DESK	OFFICE 7
2936	50 PEDESTAL	OFFICE 7
3650	50 EXAM BED	OFFICE 7
3651	50 EXAM STOOL	OFFICE 7
2941	53 CABINET	OFFICE 11
2942	53 DESK	OFFICE 11
2943	53 PEDESTAL	OFFICE 11
2944	51 CABINET	OFFICE 10
2945	51 DESK	OFFICE 10
2946	51 PEDESTAL	OFFICE 10
2947	49 CABINET	OFFICE 9

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2948	49 DESK	OFFICE 9
2949	49 PEDESTAL	OFFICE 9
2950	68 CHAIR	BEDROOM 9
2951	68 BED	BEDROOM 9
2952	68 DRESSER	BEDROOM 9
2953	69 CHAIR	BEDROOM 10
2954	69 BED	BEDROOM 10
2955	69 DRESSER	BEDROOM 10
2956	70 CHAIR	BEDROOM 11
2957	70 BED	BEDROOM 11
2958	70 DRESSER	BEDROOM 11
2959	72 CHAIR	BEDROOM 12
2960	72 BED	BEDROOM 12
2961	72 DRESSER	BEDROOM 12
2962	73 CHAIR	BEDROOM 13
2963	73 BED	BEDROOM 13
2964	73 DRESSER	BEDROOM 13
2965	74 CHAIR	BEDROOM 14
2966	74 BED	BEDROOM 14
2967	74 DRESSER	BEDROOM 14
2968	75 CHAIR	BEDROOM 15
2969	75 BED	BEDROOM 15
2970	75 DRESSER	BEDROOM 15
2971	76 CHAIR	BEDROOM 16
2972	76 BED	BEDROOM 16
2973	76 DRESSER	BEDROOM 16
2974	77 CHAIR	BEDROOM 17
2975	77 BED	BEDROOM 17
2976	77 DRESSER	BEDROOM 17
2977	78 CHAIR	BEDROOM 18
2978	78 BED	BEDROOM 18
2979	78 DRESSER	BEDROOM 18
2980	92 CHAIR	BEDROOM 30
2981	92 BED	BEDROOM 30

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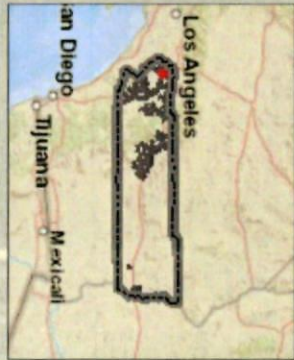
2982	92 DRESSER	BEDROOM 30
2983	90 CHAIR	BEDROOM 29
2984	90 BED	BEDROOM 29
2985	90 DRESSER	BEDROOM 29
2986	88 CHAIR	BEDROOM 28
2987	88 BED	BEDROOM 28
2988	88 DRESSER	BEDROOM 28
3054	36 COUNTER/STORAGE	SMALL GROUP
3055	25 MINI FRIDGE	DINING AREA
3056	25 MINI FRIDGE	DINING AREA
3057	25 ROUND TABLE	DINING AREA
3058	25 ROUND TABLE	DINING AREA
3059	25 ROUND TABLE	DINING AREA
3060	25 FABRIC CHAIR	DINING AREA
3061	25 FABRIC CHAIR	DINING AREA
3062	25 ROUND TABLE	DINING AREA
3063	25 FABRIC CHAIR	DINING AREA
3064	25 FABRIC CHAIR	DINING AREA
3065	25 ROUND TABLE	DINING AREA
3066	25 SQUARE TABLE	DINING AREA
3067	25 SQUARE TABLE	DINING AREA
3068	25 SQUARE TABLE	DINING AREA
3069	25 RECTANGLE TABLE	DINING AREA
3070	25 RECTANGLE TABLE	DINING AREA
3071	25 SQUARE TABLE	DINING AREA
3072	25 SQUARE TABLE	DINING AREA
3073	41 DESK	BLDG ENG OFFICE
3074	41 ROLLING FILE CABINET	BLDG ENG OFFICE
3075	41 3 DRAWER FILING CABINET	BLDG ENG OFFICE
3076	80 CHAIR	BEDROOM 20
3077	80 BED	BEDROOM 20
3078	80 WARDROBE	BEDROOM 20
3079	25 TV	DINING AREA
3080	8 TV	CONFERENCE ROOM

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3081	55B TABLE	SMALL DAY ROOM
3082	55B RECTANGLE CENTER TABLE	SMALL DAY ROOM
3083	55B SOFT SEATING - CHAIR	SMALL DAY ROOM
3084	55B ROUND CORNER TABLE	SMALL DAY ROOM
3085	55B SOFT SEATING - SOFA	SMALL DAY ROOM
3086	55B ROUND CORNER TABLE	SMALL DAY ROOM
3087	55B SOFT SEATING - CHAIR	SMALL DAY ROOM
3088	81 BED	BEDROOM 21
3089	81 CHAIR	BEDROOM 21
3090	81 DRESSER	BEDROOM 21
3091	83 BED	BEDROOM 22
3092	83 DRESSER	BEDROOM 22
3093	83 CHAIR	BEDROOM 22
3094	82 BED	BEDROOM 23
3095	82 DRESSER	BEDROOM 23
3096	82 CHAIR	BEDROOM 23
3097	84 BED	BEDROOM 24
3098	84 DRESSER	BEDROOM 24
3099	84 CHAIR	BEDROOM 24
3100	87 BED	BEDROOM 25
3101	87 DRESSER	BEDROOM 25
3102	87 CHAIR	BEDROOM 25
3103	89 BED	BEDROOM 26
3104	89 DRESSER	BEDROOM 26
3105	89 CHAIR	BEDROOM 26
3106	91 BED	BEDROOM 27
3107	91 DRESSER	BEDROOM 27
3108	91 CHAIR	BEDROOM 27
3121	2 PEDESTAL	RECEPTION
3122	2 PEDESTAL	RECEPTION

Riverside University Health System - Behavioral Health

3950 Reynolds Road, Riverside, CA 92503



Legend

World Street Map



0 376 752 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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Notes

District 1
TELECARE CORPORATION
Leased area outlined in blue
APN 145-260-027