

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



ITEM: 3.28
(ID # 23885)

MEETING DATE:

Tuesday, January 23, 2024

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and approve the Behavioral Health Agreement with Recovery Innovations Inc., dba RI International (RII) to provide Art Works Peer Recovery Services Without Seeking Competitive Bids in the Amount of \$474,604 for FY 2023/2024, with the Option to Renew for Two (2) Additional One-Year Period, All Districts. [Total cost \$1,423,812, up to \$47,460 in additional compensation per fiscal year, \$474,604 annually, 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with Recovery Innovations Inc., dba RI International (RII) to provide Art Works Peer Recovery Services without seeking competitive bids in the amount of \$474,604 for FY 2023/2024, with the option to renew for two (2) additional one-year periods at \$474,604 annually, for a total of \$1,423,812 through June 30, 2026, and authorize the Chairman of the Board to sign and execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding, and as approved by County Counsel to: a) sign renewals and amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement, and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract through June 30, 2026.

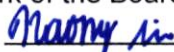
ACTION:Policy


Matthew Chang, Director 12/29/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 474,604	\$ 474,604	\$1,423,812	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% STATE			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

Through the ongoing Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer-to-peer supports continue to surface as a priority need identified by Stakeholders. When offered as part of treatment intervention, creative arts have proven to improve participants' quality of life, wellness, and recovery. Community-based creative arts also serve to engage underserved and unserved consumers in target populations into treatment and peer support services throughout Riverside County.

Recovery Innovations Inc., dba RI International (RII), a national leader in peer-supported recovery services, has built successful peer-run art programs based on the unique needs of Riverside County communities. The blend of Arts Programming makes Art Works a unique service. RII has partnered with Riverside University Health System-Behavioral Health (RUHS-BH) to establish a peer model recognized by the State. The Art Works Programs combine four essential elements - creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach to improve the lives of the people it serves and communities.

The Art Works team has built relationships throughout the County to bring relevant programming to each location it serves. In addition to the local gallery programs in the City of Riverside, the team travels countywide to provide a series of classes. These classes focus on the unique blend of art that has a recovery theme or represents one journey. These programs have built a strong reputation and have resulted in school systems seeking to bring RII into their locations to provide similar services as a known expert in programming and delivery. Various peer support specialists, peer artists, local artists, and professional educators deliver RII's Art Works programs.

Impact on Citizens and Businesses

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

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STATE OF CALIFORNIA**

Additional Fiscal Information

The agreement is 100% funded with State MHSA funds. The agreement has a termination clause in the event that funds become unavailable. These services are budgeted annually in the department's budget. No additional County funds are required.

Contract History and Price Reasonableness

Art Works was historically authorized under the Peer Support Resource Center (PSRC) Contract Aggregate, approved by the Board of Supervisors on December 10, 2013 (3.25) and February 27, 2018 (3.41). In 2019, the PSRC services were competitively bid. The Art Works program was not included in this RFP due to the unique services which are not offered by other providers in Riverside County.

On September 24, 2019 (3.23), the Board of Supervisors approved the Behavioral Health Agreement with RII to provide community-based, peer-delivered art education within Riverside County without seeking competitive bids for the term July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods through June 30, 2022.

On February 2, 2023, the Riverside County Purchasing Department approved SSJ#23-124 for FY 2022/2023 to FY 2024/2025 in the amount of \$194,269 per fiscal year for Art Works.

On April 4, 2023 (3.20), the Board of Supervisors approved the agreement between RII and RUHS-BH to provide Art Works Peer Recovery Services without seeking competitive bids in the amount of \$194,269 for FY 2022/2023 with the option to renew for two (2) additional one-year periods.

As a result of increased demand for these services, RUHS-BH is expanding access to support additional clinics across the county. Therefore, RUHS-BH is requesting an increase to the contract max from \$194,269 to \$474,604 for FY 2023/2024 and annually for two (2) additional one-year periods through FY 2025/2026. On December 28, 2023, RUHS-BH obtained approval from Riverside County Purchasing for a Sole Source Procurement (SSJ # 23-124A) with RII for FY 2023/2024 through 2025/2026.

ATTACHMENTS

- Attachment A. RI International Contract
- Attachment B. Sole Source Justification #23-124A


Meghan Hahn, Director of Procurement 1/9/2024


Jacqueline Ruiz, Sr. Management Analyst 1/12/2024


Gregg Gu, Chief Deputy County Counsel 1/9/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**FY 2023/2024
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE
AND
RECOVERY INNOVATIONS, INC., DBA RI INTERNATIONAL**

That certain Agreement between the County of Riverside (COUNTY) and Recovery Innovations, INC., DBA RI International (CONTRACTOR), approved by the Riverside County Board of Supervisors on April 4, 2023, Agenda Item 3-20, for FY 2022/2023 through FY 2024/2025; is hereby renewed for FY 2023/2024, effective July 1, 2023 through June 30, 2024, in consideration for mutual obligations:

- **Section II. PERIOD OF PERFORMANCE** of this Agreement shall be amended to read as follows:

II. PERIOD OF PERFORMANCE

This Agreement shall be effective as of July 1, 2023, and continue in effect through June 30, 2024. The Agreement may thereafter be renewed annually by mutual agreement of the parties, up to an additional two (2) one-year periods, subject to the availability of funds and satisfactory performance of services.

- **Section XV. REPORTS/RESEARCH PROTOCOL** of this agreement shall be amended to add the following:

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

- 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 maximum contract amount for FY 2023/2024 is \$474,604.
- Rescind the Schedule K in its entirety, and replace it with the new attached Schedule K.

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

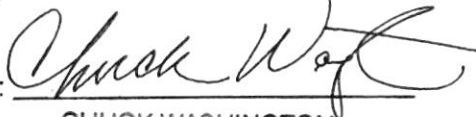
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.


COUNTY OF RIVERSIDE

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

Signature: 
Print Name: CHUCK WASHINGTON
Title: Board of Supervisors, Chair
Date: 1/23/24

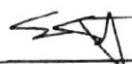
CONTRACTOR

Recovery Innovations, Inc.
DBA RI International
2701 N. 16th Street, Ste. 316
Phoenix, AZ 85006

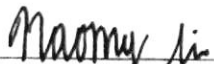
Signature: 
Print Name: Stephen Ward
Title: CFO
Date: 10/18/2023

COUNTY COUNSEL

Approved as to Form

By 
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

JAN 23 2024 3.28

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR NAME: Recovery Innovations, Inc., DBA RI International
PROGRAM NAME: Art Works Peer Recovery Support Services
DEPARTMENT ID: 4100209282-74700-536240

I. **MISSION OF THE CONTRACT**

- a. Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continues to surface as a priority need identified by Stakeholders. Creative arts when offered as a part of the treatment intervention have proven to positively impact quality of life, wellness and recovery for its participants. The Art Works program combines four (4) essential elements- creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach- to improve the lives of the people it serves. Community-based creative arts also serve as a means for engaging consumers into treatment and peer support services as well as underserved and unserved target populations in Riverside County.
- b. The long-term vision would be to provide opportunities for peer-based recovery and creative art programming in all regions of Riverside County, to any COUNTY clinic or community organization recommended by the department. The Art Works programs will be delivered by a variety of peer support specialists, peer artists, local artists, and professional educators. Through the peer artist outreach efforts Riverside University Health System - Behavioral Health (RUHS-BH) envisions Art Works building strong relationships with community-based organizations and local art communities.
- c. The CONTRACTOR will provide community-based, peer-delivered art education within Riverside County. COUNTY clinics will be among the locations where services are delivered.

II. **GOALS AND OBJECTIVES**

The goals of the Art Works are to:

- a. Increase the quality of life for consumers and their family members through artistic therapy and education.
- b. Continue to evaluate the impact and usefulness of peer-delivered art education within the RUHS-BH.
- c. Increase access to art education to underserved communities in Riverside County. Promote collaboration with organizations providing mental health services.

III. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

- a. Art Works has a team of peer support specialists, peer artists, local artists, and professional educators who together facilitate a creative arts therapy program of peer-based recovery and creative arts education throughout Riverside County. RI International Art Works staff will provide monthly Adult, Mature Adult and Transitional Age Youth (TAY) education and mentorship for community members attending groups in behavioral health outpatient settings, the Art Works Gallery, and the Peer Support & Resource Centers in all three regions of Riverside County.

- b. Art Works staff will engage in discussions with RUHS–BH Peer Support leadership staff to collaborate on creative arts projects that include, but are not limited to painting, multi-media art, graphic arts, creative writing, performance art and music. This will contribute to the wellness and recovery by offering a full range of peer-delivered arts services to consumers receiving services through RUHS-Behavioral Health.
- c. It will demonstrate a combination of art therapy, peer-delivered educational and support opportunities - and work to engage consumers to take the next steps in their recovery by utilizing art therapy education and thereby becoming less reliant on direct mental health services.
- d. The curriculum consists of peer delivered creative arts therapy to aid in the consumer's recovery. The artwork and other projects created by the peers, and family members will be exhibited (for visual arts) and performed (for performance art) throughout Riverside County.
- e. Art Works builds bridges within the community, encouraging interagency collaboration, by involving local artists, art organizations, schools, and other nonprofits at the grassroots level. The arts are a point around which groups from many different organizations collaborate, which is an essential part of a civic community. Building these bridges will create programs that promote essential aspects of mental health recovery; individual expression, positive community recognition (in a role other than "mental health client"), group participation, introduction to community roles and possibilities outside of the mental health system, educational opportunities, vocational training, and paid employment.

IV. **GEOGRAPHICAL AREAS TO BE SERVED:**

- a. Art Works will have a quarterly presence in each region of Riverside County by providing a creative arts program. Services will be delivered in underserved communities throughout Riverside County.

V. **POPULATION TO BE SERVED:**

- a. Art Works will provide services to consumers with serious emotional disorder and/or serious mental illness, and their families. It will also provide supports for individuals who have co-occurring substance abuse disorders, are dually diagnosed, or have other disabilities. Art Works will target, and outreach to, underserved populations including African American, Asian American Pacific Islander, Deaf and Hard of Hearing, Latino/Hispanic, Lesbian, Gay, Bi-Sexual, and Transgender (LGBT), Native American, Mature Adults, Transitional Aged Youth (TAY) populations. Services will be tailored to address each community's specific needs.

VI. **STAFFING:**

- a. Paid staff positions shall be filled by present or former consumers of mental health services unless otherwise approved by RUHS–BH. A list of paid staff (personnel roster) by name and title will be provided to the program monitor initially, and whenever there is a change in status in the staffing (vacancies, new hires, etc.). All paid staff will have a valid California driver's license, or California issued photo ID card, a copy of which is to be kept in their personnel file.
- b. Job duty statements will be provided to the program monitor initially and whenever they are revised. Job performance objectives shall be established with each paid

staff member and reviewed, assessed, and revised annually.

- c. Personnel policies and procedures shall be available to all employees, and new or revised personnel policies provided to each employee as they are implemented.
- d. Personnel action reports of all changes in status of the employee shall be filed in the personnel record and reported to the program monitor monthly.
- e. A written staff training plan shall be developed, discussed with staff, and provided to RUHS–BH when requested. Staff training will be reported to the program monitor monthly (title of training; staff who completed the training, date of the training).
- f. Participation in outside training seminars and workshops shall be encouraged. The program monitor will inform the CONTRACTOR when there is an RUHS–BH training that may be of value to the CONTRACTOR'S staff.
- g. Employment of bilingual and bicultural staff is highly recommended.

VII. **OUTCOME AND PERFORMANCE MEASURES:**

- a. Outcome measures will focus on the impact on consumers receiving the service in non-traditional and county clinic settings, as well as for consumers providing the services. It will also address the impact on the consumer's own recovery and on those individuals in the agencies where services are being provided.
- b. Several measurement instruments will be developed in collaboration with RUHS–BH, including pre and post surveys for consumers participating and providing the service as well as for agencies hosting the service.

VIII. **CONTRACTOR REPORTING REQUIREMENTS:**

- a. CONTRACTOR will submit activity and performance reports, by region, to the COUNTY's program monitor, using a report format and timetable approved by the COUNTY, and which is consistent with the COUNTY's MHSA reporting.

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Recovery innovations, Inc., DBA RI International
PROGRAM NAME: Art Works Peer Recovery Support Services
DEPARTMENT ID: 4100209282-74700-536240

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2023/2024 shall be \$ 474,604 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

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

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

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

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

D. LOCAL MATCH REQUIREMENTS:

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

E. RECONCILIATION:

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

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

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

F. REVENUES:

As applicable:

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

5. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
6. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
7. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
8. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.
10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

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

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

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

H. RECOGNITION OF FINANCIAL SUPPORT:

If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the DIRECTOR or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the cost reconciliation process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and cost reconciliation processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. In addition, CONTRACTOR'S failure to comply with Network Adequacy reporting requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

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

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

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

J. MUTUAL COST RECONCILIATION:

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

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

K. COST RECONCILIATION:

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

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

L. BANKRUPTCY:

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

M. AUDITS:

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

N. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

O. FURNISHINGS AND EQUIPMENT

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

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

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

RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH

SCHEDULE K

CONTRACT PROVIDER NAME: RECOVERY INNOVATIONS, INC.		FISCAL YEAR: 2023/2024	
PROGRAM NAME: MH TREATMENT - ARTWORKS		PERFORMANCE PERIOD: 07/01/2023 - 06/30/2024	
REGION/POPULATION: MHSA TREATMENT		MONTHLY REIMBURSEMENT: ACTUAL COST	
CONTRACT MAXIMUM OBLIGATION: \$474,604		YEAR END SETTLEMENT: ACTUAL COST	
		ALL REGIONS	
		4100209282.74700.536240 RU# 33MJNA	
		INDIRECT SVC	
TYPE OF MODALITY:			
MODE OF SERVICE:		45 (Indirect Outreach Services)	
SERVICE FUNCTION:		20 (Community Client Contact)	
PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:		620NB	
		TOTAL	TOTAL CONTRACT
1. Personnel Expenditures (from Staffing Detail)			
a. Personnel Expenditures (from Staffing Detail)		\$258,103	\$258,103
b. Employee Benefits		\$70,583	\$70,583
Total Personnel Expenditures		\$328,686	\$328,686
2. Operating Expenditures			
a. Professional Services		\$1,891	\$1,891
b. Translation and Interpreter Services		\$0	\$0
c. Travel and Transportation		\$6,000	\$6,000
d. General Office Expenditures		\$30,668	\$30,668
e. Other Operating Expenses (provide description in budget narrative)		\$45,454	\$45,454
Total Operating Expenditures		\$84,013	\$84,013
3. Indirect Administrative Expenses			
a. Quality Support, Training and Development, Regional Administration		\$24,762	\$24,762
b. Executive, Finance, Human Resources, Management Information Systems		\$37,143	\$37,143
Total Indirect Administrative Expenses (Shall Not Exceed 15%)		\$61,905	\$61,905
Total Program Budget		\$474,604	\$474,604

Date: November 15, 2023
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health
To: Sarah Franco, Director, Purchasing & Fleet Services
Via: Priscilla Gouveia, Administrative Services Analyst I, 951-955-0985
Subject: Sole Source Procurement; Ratify and Approve Peer-led Arts Program, Art Works

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: Recovery Innovations Inc., dba RI International (RII)**

2. **Vendor ID:** 105284

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?** (*If yes, please provide the approved sole or single source number.*)

Yes No

SSJ# 23-124

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

Yes No

5. **Supply/Service being requested:**

Peer-led, recovery-oriented arts program for behavioral health consumers.

6. **Unique features of the supply/service being requested from this supplier.**

RII is a non-profit organization that has built a successful peer-run arts program based on the unique needs of Riverside County communities. RII has partnered with RUHS-BH to establish a peer model recognized by the California Mental Health Services Authority. The Art Works Program combines four essential elements: creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach to improve the lives of the people it serves and communities. RII specializes in peer-supported recovery services with a blend of Arts Programming. The Art Works team includes a variety of peer support specialists, peer artists, local artists, and professional educators who deliver RI International's Art Works programs.

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

Through the ongoing Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer-to-peer support continue to surface as a priority need identified by Stakeholders. When offered as a part of the treatment intervention, creative arts improve the participants' quality of life, wellness, and recovery. Community-based creative arts also serve to engage underserved and unserved consumers in target populations into treatment and peer support services throughout Riverside County.

RII Art Works program provides community-based, peer-delivered art education within Riverside County. It takes the program to underserved communities and groups, making it more accessible to mental health consumers. Norco, Banning, Indio, San Jacinto, and the Western Region are some locations where services are delivered. This program engages individuals to take the next steps in their recovery process and increase the utilization of the peer centers, thereby assisting consumers to become less reliant on more costly core Riverside County Behavioral Health services.

These services are a component of Riverside University Health System's system of care aimed at improving the health and safety of its patients and the community.

8. Period of Performance: From: July 1, 2023 to June 30, 2026 – Total of 3 years
(total number of years)

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:	FY 2023/2024	FY 2024/2025	FY 2025/2026	Total
One-time Costs:	\$474,604	\$474,604	\$474,604	\$1,423,812
Salaries, Benefits, Operating Expenditures, and Indirect Admin Costs				
Previous SSJ Approved Amount	\$194,296	\$194,296	\$0	\$388,592
Ongoing Costs:	\$0	\$0	\$0	\$0
Total Costs	\$280,308	\$280,308	\$474,604	\$1,035,220

10. Price Reasonableness:

RII Art Works program provides an opportunity for linkage and collaboration with other community organizations such as the Riverside Community Health Organization, Riverside Arts Council, and Coachella Valley Art Center. RII Art Works incorporates creative arts into treatment by delivering an artistic therapeutic approach and enhancing the recovery journey for consumers. This is accomplished through monthly art activities, classes at clinics and behavioral health facilities, and hiring local artists and performers. This structure allows RII Artworks staff to reach underserved populations and connect them to mental health services. There was no RFP due to the unique services that RII Art Works provides, which other providers in Riverside County do not offer. The department believes that community members participating in this program through RII Art Works will reduce their usage of traditional, more costly core mental health services and recover successfully.

On September 24, 2019 (3.23), the Board of Supervisors approved the Behavioral Health Agreement with RII to provide community-based, peer-delivered art education within Riverside County without seeking competitive bids for the term July 1, 2019, through June 30, 2020, with the option to renew for two (2) additional one-year periods through June 30, 2022.

On February 2, 2023, the Riverside County Purchasing Department approved SSJ#23-124 for FY 22/23 to FY 24/25 in the amount of \$194,269 per fiscal year for Art Works. On April 4, 2023 (3.20), the Board of Supervisors approved the agreement between RII and RUHS-BH to provide Art Works Peer Recovery Services without seeking competitive bids in the amount of \$194,269 for FY 2022/2023 with the option to renew for two (2) additional one-year periods to FY 2024/2025.

RUHS-BH is requesting an increase to the contract max from \$194,269 to \$474,604 for FY 2023/2024 and annually for two (2) additional one-year periods through FY 2025/2026. Due to increases in isolation from COVID-19, there has been an influx of Peer Recovery Service needs throughout the county. Peer Support Services collaborated with RII Art Works to develop a plan to increase the number of creative art activities, hire local performers, and expand staffing to meet these needs. RII Art Works is transitioning from primarily virtual format to in-person classes to boost engagement. Additionally, the RII Art Works team will travel throughout Riverside County to offer their services to reach underserved populations. Program expansion includes recruiting one (1) additional full-time MH Peer Specialists and four (4) part-time local artists or performers to enhance their services. The artistic approach to treatment intervention differs from the traditional treatment services offered in a clinical setting. Riverside County clinics and programs do not provide these services.

11. Projected Board of Supervisor Date (if applicable): TBD
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)



Department Head Signature
(or designee)

Amy McCann

Print Name

12/21/2023

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:

Approved; with cost not to exceed FY limitations noted above.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through 6/30/26 (date)

(If Annual Amount Varies each FY)

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

Meghan Hahn
Purchasing Agent

12/28/23
Date

23-124a
Approval Number
(Reference on Purchasing Documents)