

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



**ITEM: 3.60
(ID # 25482)**

MEETING DATE:
Tuesday, July 30, 2024

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement Renewal with Telecare Corporation for Mental Health Rehabilitation Center (MHRC) Services, Without Seeking Competitive Bids, for FY 2024/2025, All Districts. [Total Cost \$11,168,700, Up to \$1,116,870 in Additional Compensation, 100% State Funding].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement Renewal with Telecare Corporation for Mental Health Rehabilitation Center (MHRC) Services without seeking competitive bids, in the amount of \$11,168,700, for the term of July 1, 2024, through June 30, 2025; and authorize the Chair of the Board to sign and execute the Renewal on behalf of the County, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) issue a Purchase Order for goods and /or services rendered;(b) sign amendments and renewals that do not change the substantive terms of the Agreement; and (c) 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 amount through June 30, 2025.

ACTION:Policy


Deborah Johnson, Assistant Director of Behavioral Health 8/27/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: July 30, 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	\$ 11,168,700	\$0	\$ 11,168,700	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: No	
			For Fiscal Year: 24/25	

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.

Telecare Corporation operates and provides services for the County owned Mental Health Rehabilitation Center (MHRC). The MHRC is a 79-bed facility located at 3933 Harrison Street Riverside, CA 92503. The MHRC serves as a residential facility to provide care for patients who are stepping down from a higher level of care such as a state hospital or acute psychiatric facility. MHRC provides intensive support and rehabilitative services designed to assist individuals with mental disorders to develop skills to become self-sufficient and capable of increasing levels of independence and functioning.

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

On April 12, 2022 (Item 3.24) the Board of Supervisors approved Amendment #1 to the FY 2021/2022 Agreement, increasing the contract maximum by \$1,538,530 for FY 2021/2022, and authorized two additional one-year renewal options, in the amount of \$8,897,970 annually, through June 30, 2024.

On September 12, 2023 (Item 3.24), the Board of Supervisors approved Form 11 with Telecare Corporation for residential psychiatric services at the RUHS-BH MHRC in the amount of 11,527,862 through June 30,2023, with the option to renew for FY 2023/2024 in the amount of \$11,168,700.

Continuity of mental health services for this most difficult population is crucial; therefore, RUHS-BH is requesting that the Board of Supervisors approve the Behavioral Health Agreement Renewal with Telecare Corporation for MHRC services for FY 2024/2025 for \$11,168,700.

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Impact on Citizens and Businesses

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

Contract History and Price Reasonableness

On March 9, 2022, a Single Source Procurement Justification (#22-072) was assigned in collaboration with Riverside County Purchasing for Telecare Corporation to provide at RUHS-BH MHRC. On July 24, 2023, the Single Source Justification was amended (#22-072a) to account for the new contract amount of \$11,527,862 for FY 2022/2023, and \$11,168,700 for FY 2023/2024.

RUHS-BH in conjunction with Riverside County Purchasing is actively preparing a new Request for Proposal (RFP) for these services. RUHS-BH intends to release the RFP during the 2024/2025 fiscal year. To avoid the displacement of the MHRC residents or disruption of supportive social and healthcare services for this population, the Single Source Procurement Justification has been amended for the second time (SSJ#22-072b) on May 24, 2024.

It is in the best interest of the County to continue contracting with Telecare Corporation while RUHS-BH carries out the RFP process and allow the department time to go through with competitive bid and licensing process for these services.



Meghan Hahn, Director of Procurement

7/1/2024



Jacqueline Ruiz, Principal Analyst

7/23/2024

**FY 2024/2025
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE
AND
TELECARE CORPORATION
FOR
MENTAL HEALTH REHABILITATION SERVICES**

That certain Agreement between the County of Riverside (COUNTY) and Telecare Corporation (CONTRACTOR), Board Authority established on April 12, 2022, Agenda Item 3-24, for FY 2021/2022 through FY 2023/2024; approved by the Purchasing Agent on November 29, 2022 for FY 2022/2023; amended on September 15, 2023 for FY 2022/2023; approved by the Purchasing Agent on October 4, 2023 for FY 2023/2024; is hereby renewed for FY 2024/2025, effective July 1, 2024 through June 30, 2025, 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, 2024 and continue in effect through June 30, 2025.

- **Section V. COMPLIANCE PLAN, Subsection D.** of this Agreement shall be amended to read as follows:
 - D. **Excluded/Ineligible Persons**
CONTRACTOR shall comply with Licensing, Certification and Accreditation Article in this Agreement related to excluded and ineligible status in Federal and State health care programs. If the CONTRACTOR determines a party that is excluded, or ineligible, it must promptly notify the COUNTY pursuant to 42 C.F.R. §438.608(a)(2) and (a)(4) and the COUNTY will take action consistent with 42 C.F.R. §438.610(d). The CONTRACTOR shall not certify or pay any excluded, or ineligible, provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority. Please also refer to Section XXI. STAFFING, Section XXV. PROHIBITED AFFILIATIONS, and Exhibit C., Section I. PAYMENT.

- **Section V. COMPLIANCE PLAN** of this Agreement shall be amended to include **Subsection K.**, as follows:
 - K. The COUNTY may impose administrative and monetary sanctions, including the temporary withholding of federal financial participation and realignment payments on the CONTRACTOR for violations of the terms of this contract, and applicable federal and state law and regulations, or the State plan or approved waivers, or for other good cause in accordance with W&I Code § 14197.7 and guidance issued by the Department pursuant to subsection (r) of W&I Code § 14197.7. Please also refer to Exhibit C., Section I. PAYMENT.

- **Section VI. STATUS OF CONTRACTOR** of this Agreement shall be amended to include **Subsection H.**, as follows:
 - H. CONTRACTOR(s), providers, and subcontractors shall maintain good standing with the California Secretary of State, Internal Revenue Service (IRS), California Franchise Tax Board (FTB), and California Attorney General (AG).

- **Section XXXIV. CONFLICT OF INTEREST** of this Agreement shall be amended to include **Subsection C.**, as follows:
C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.
- Rescind the Exhibit C in its entirety, and replace it with the new attached Exhibit C, where the maximum contract amount for FY 2024/2025 is \$11,168,700.
- Rescind the Schedule I in its entirety, and replace it with the new attached Schedule I.

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

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

COUNTY OF RIVERSIDE

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

Signature: 

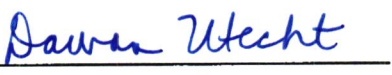
Print Name: CHUCK WASHINGTON

Title: Chair of the Board

Date: 7/30/2024

CONTRACTOR

Telecare Corporation
1080 Marina Village Parkway, Suite #100
Alameda, CA 94501

Signature: 

Print Name: Dawan Utecht

Title: SVP / Chief Development Officer

Date: 7/8/2024

COUNTY COUNSEL

Approved as to Form

By: 
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

JUL 30 2024 3.60

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: TELECARE CORPORATION
PROGRAM NAME: Mental Health Rehabilitation Center (MHRC) Long Term Care
DEPARTMENT ID: 4100206369-83550-530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2024/2025 shall be \$11,168,700 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 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 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 and invoice 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 and invoice, 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 invoice, 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 generate a monthly invoice for payment through the MIS batching process.
7. CONTRACTOR shall provide COUNTY with all information necessary for preparation and submittal to the State, if applicable, for all billings, and 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 not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating Medicare and/or insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and comment "Medicare/OHC Termed" on 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 and invoice is received by the COUNTY.
10. Pursuant to Section III. 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:

DHCS Behavioral Health Information Notice (BH-IN) 23-023, dated June 1, 2023, 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.

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 maintenance 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 I**

CONTRACT PROVIDER NAME: TELECARE CORPORATION - MHRC					FISCAL YEAR	
REGION: LONG TERM CARE					2024/2025	
DEPT. ID 4100206369/83550/530280						
NEGOTIATED RATE NON MEDI-CAL						
SYSTEM RU#	335301				TOTAL CONTRACT MAXIMUM	
TYPE OF MODALITY:	MHRC BED DAY	BED HOLD	START UP	IST COST		
MODE OF SERVICE:	05	05		05		
SERVICE CODES:	90	35		90		
PROCEDURE CODE	152	236NB		152		
UNIT REIMBURSEMENT	BED DAY	BED DAY	ACTUAL COST	ACTUAL COST		
NUMBER OF UNITS:	28,835	20				
NEGOTIATED RATE PER UNIT:	\$380.00	\$220.00				
MAXIMUM OBLIGATION	\$10,957,300	\$4,400	\$0	\$207,000		\$11,168,700
SITE LOCATION ADDRESS			NPI			
3933 HARRISON STREET RIVERSIDE, CA 92503			1174144844			

Prepared by:

Sarah Bellezza

Date: 4/29/24

**Riverside University Health System – Behavioral Health Contracted Provider
Attachment E**

OWNERSHIP DISCLOSURE

Per 42 CFR 455.104 and 455.105, providers who are entering into or renewing an agreement with the County are to disclose the following: 1) identity of all owners with a control interest of 5% or greater, and 2) certain business transactions as described in 42 CFR 455.105. If there are any changes to the information disclosed on this form, an updated form should be completed and submitted to provider's assigned analyst within 30 days of the change. Please attach a separate sheet if necessary to provide complete information.

Contractor Full Legal Name (Printed)	Federal ID Number (or n/a)
--------------------------------------	----------------------------

For individuals, list the name, title, address, date of birth (DOB) and Social Security Number (SSN) for each individual having an ownership or control interest in this provider entity of 5% or greater. For entities, list the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership or control interest of 5% or greater. Please attach a separate sheet if necessary. (42 CFR 455.104)

Name of Individual or Entity	DOB	Address	SSN or TIN

Are any of the individuals listed above related to each other? Yes No
If yes, list the individuals named above who are related to each other (spouse, sibling, parent, child)

Name(s)	Relation

Are there any subcontractors that the disclosing entity has direct or indirect ownership of 5% or more?
 Yes No

If yes, list the name and address of each person with an ownership or controlling interest in any subcontractor used in which the disclosing entity has direct or indirect ownership of 5% or more.

Name of Individual or Entity	DOB	Address	SSN or TIN

Business Transactions: Has the disclosing entity had any financial transaction with any subcontractors totaling more than \$25,000 or any significant business transactions with any subcontractors?

Yes No

If yes, list the ownership of any subcontractor with whom this provider has had business transactions totaling more than \$25,000 during the previous twelve month period; and any significant business transactions between this provider and any wholly owned supplier, or between the provider and any subcontractor, during the past 5-year period. (42 CFR 455.105)

Name of Supplier/Subcontractor	Address	Transaction Amount

I certify that the information provided herein, is true and accurate. Additions or revisions to the information above will be submitted immediately upon revision.

Signature

Title

Name (printed)

Date

**Riverside University Health System – Behavioral Health Contracted Provider
ATTACHMENT F**

**COMPLIANCE WITH ECONOMIC SANCTIONS
IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Submit Signed Certification to: Administrative Office
4095 County Circle Drive / Riverside, CA 92503 / 951-358-4500 / RUHealth.org

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

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

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

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

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

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

 Signature of Authorized Provider

 Printed Name of Authorized Provider

 Date

Date: July 20, 2023
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health
To: Suzanna Hinckley, Assistant Director, Purchasing & Fleet Services
Via: Sarah Bellezza, Administrative Services Analyst II
Subject: Single Source Procurement; Request for Mental Health Rehabilitation Center (MHRC)

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

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

Yes SSJ#22-072

No

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

Yes

No

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

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

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

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

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

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

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

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

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


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

10. Price Reasonableness:

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

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

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

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

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

Purchasing Department Comments:

Approve	Approve with Condition/s	Disapprove
----------------	---------------------------------	-------------------

Condition/s:


Not to exceed:

One-time \$ _____

Annual Amount \$See Below / per fiscal year through June 30,2024 *(If Annual Amount Varies each FY)*

FY 22/23: \$11,527,862

FY 23/24: \$11,168,700

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

AMENDED SSJ REQUEST:

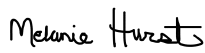

RUHS-BH is requesting approval to extend the approved SSJ#22-072a for one (1) additional year through June 30, 2025. Therefore, the following sections of the Single Source request form shall be amended to read as follows:

Section 8: "Period of Performance: 3 years from July 1, 2022, to June 30,2025."

Section 9:

Description:	FY22/23	FY23/24	FY24/25	Total
One-time Costs:			\$11,168,700	
Ongoing Costs:	\$0	\$0	\$0	
Previous SSJ Approved Amounts:	\$11,527,862	\$11,168,700		
Total Costs	\$11,527,862	\$11,168,700	\$11,168,700	\$33,865,262

All other language contained in the Mental Health Rehabilitation Center (MHRC) SSJ remains unchanged.

	SIGNATURE	DATE
PROCUREMENT CONTRACT SPECIALIST REVIEW:		4/8/2024
DEPARTMENT HEAD (OR DESIGNEE) APPROVAL:		5/6/2024

Melissa Curtis

5/24/2024

22-072b

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

\$11,168,700 plus up to \$1,116,870 in additional compensation over period of 7/1/2024-6/30/2025