

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



ITEM: 3.61
(ID # 25484)

MEETING DATE:

Tuesday, July 30, 2024

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Behavioral Health Agreement Renewal with MFI Recovery Center, Inc. to Provide Augmented Adult Residential Care at Desert Sage, Without Seeking Competitive Bids, for FY 2024/2025, District 4. [Total Cost for One Year: \$1,742,187, Up to \$174,219 in Additional Compensation, 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Behavioral Health Agreement with MFI Recovery Center, Inc. to provide Augmented Adult Residential Care at Desert Sage, without seeking competitive bids, in the amount of \$1,742,187, for the term of July 1, 2024 through June 30, 2025, and authorize the Chair 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 on the availability of funding, and as approved by County Counsel to: a) issue a Purchase Order for goods and/or services rendered; b) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent 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 through June 30, 2025.


ACTION:Policy


Deborah Johnson, Assistant Director of Behavioral Health 6/27/2024

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	\$1,742,187	\$0	\$1,742,187	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			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.

Desert Sage is a 49-bed Augmented Adult Residential Facility serving adults between the ages of 18-59 years old, located at 82485 Miles Avenue in Indio, CA 92201. Desert Sage services include a Wellness Plus Living Program (WPLP), which provides increased support to behavioral health consumers who require a higher level of care than basic care and supervision. The WPLP services provide an opportunity for consumers to work toward recovery from their respective illness in a supportive residential setting that is less restrictive than a secured inpatient or long-term care facility.

On June 18, 2019 (Agenda Item #3.25), the Board of Supervisors approved the Behavioral Health Agreement with Recovery Innovations, Inc. (RII) to provide services at Desert Sage for the term July 1, 2019 through June 30, 2020, with the option to renew up to four additional years. In July of 2021, RUHS-BH was notified RII would discontinue services at Desert Sage, effective September 20, 2021.

To ensure continuity of care, on October 28, 2021, in collaboration with Riverside County Purchasing, a Single Source Procurement Justification (SSJ#22-045) was reviewed and assigned for MFI Recovery Center, Inc. (MFI) through June 30, 2023, and subsequently on December 7, 2021 (Agenda Item #3.39), the Board of Supervisors approved the Single Source Justification Agreement with MFI for the term of October 1, 2021 through June 30, 2022, with the option to renew for one additional year through June 30, 2023.

On May 15, 2023, in collaboration with Riverside County Purchasing, RUHS-BH issued a second Single Source Procurement Justification (SSJ#23-198) for MFI, through June 30, 2024, to allow time for a Request for Proposal (RFP) to be developed and released. On June 13, 2023 (Agenda Item #3.22), the Board of Supervisors approved the Behavioral Health Agreement for MFI to provide services at Desert Sage for the term of July 1, 2023, through June 30, 2024.

RUHS-BH anticipates releasing an RFP for Desert Sage services within the first quarter of 2024. Therefore, to ensure continuity of care, RUHS-BH is requesting Board approval to

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STATE OF CALIFORNIA**

continue contracting with MFI for one additional year, in the amount of \$1,742,187, through June 30, 2025, to carry out the formal bidding process for these services.

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.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY2024/2025 budget. No additional County funds are required.

Contract History and Price Reasonableness

RUHS-BH is actively preparing a new RFP to provide Augmented Adult Residential Care at Desert Sage and other proposed locations, with anticipation of its release within the first quarter of 2024 and award in early FY 2024/2025. To avoid the displacement of Desert Sage residents or disruption of supportive social and healthcare services for this most vulnerable population, RUHS-BH, in collaboration with Riverside County Purchasing, reviewed and assigned an extended Single Source Procurement Justification.


Meghan Hahn, Director of Procurement

7/17/2024


Gregg Gu, Chief of Deputy County Counsel

7/18/2024

**FY 2024/2025
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE
AND
MFI RECOVERY CENTER, INC.
FOR**

ADULT RESIDENTIAL BOARD AND CARE FOR DESERT SAGE

That certain Agreement between the County of Riverside (COUNTY) and MFI RECOVERY CENTER, INC. (CONTRACTOR), Board Authority established on December 7, 2021, Agenda Item 3.39, for FY 2021/2022 through FY 2022/2023; approved by the Purchasing Agent on March 8, 2023 for FY 2022/2023; Board Authority updated on June 13, 2023, Agenda Item 3.22, for FY 2023/2024; approved by the Purchasing Agent on October 23, 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).

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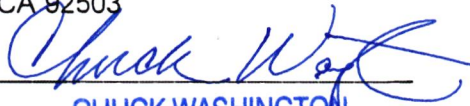
- **Section XXXIV. CONFLICT OF INTEREST** of this Agreement shall be amended to include **Subsection C.**, as follows:
C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed 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 \$1,742,187.
- Rescind the Schedule I in its entirety, and replace with the new attached Schedule I.
- Rescind the Schedule K in its entirety, and replace with the new attached Schedule K.

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

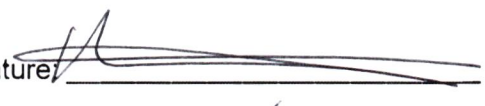
Signature: 
Print Name: CHUCK WASHINGTON

Title: Chair, Board of Supervisors

Date: 7/30/2024

CONTRACTOR

MFI Recovery Center, Inc.
5870 Arlington Avenue #103
Riverside, CA 92504

Signature: 
Print Name: Dr. S. L. Hiron

Title: CSO

Date: 7/11/2024

COUNTY COUNSEL

Approved as to Form

By: 
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

EXHIBIT A
SCOPE OF WORK

CONTRACTOR NAME: MFI Recovery Center, Inc.
PROGRAM NAME: Desert Sage Adult Residential Facility – Housing
DEPARTMENT ID: 4100217397.74700

CONTRACTOR, shall provide to Riverside University Health System-Behavioral Health (RUHS-BH), hereinafter referred to as COUNTY, increased support in a residential care facility licensed by the State of California Community Care Licensing (CCL) Division as an Adult Residential Care Facility (aka Board and Care) to mental health consumers requiring a higher level of care than basic care and supervision. These consumers are eligible for community based housing, but have remained at high level of care programs because they need additional supervision and support not available at the basic licensed level of care and supervision. The contract funds are intended to establish additional support that is above what is already required by CCL as a condition of licensure.

A. PROGAM GOALS:

1. Create opportunities for persons in locked long-term care facilities to return to unrestrictive (unlocked) community-based housing;
2. Assist residents to develop effective illness management skills and life skills that are necessary for transition to housing in longer term semi-independent or independent living housing environments;
3. To increase the quality, pace, and/or rate of recovery related to behavioral health, healthy lifestyles, and overall health and wellness for residents served; and
4. Reduce the need and length of stay in higher cost, higher level of care locked institutional and unlocked treatment facilities (e.g. Adult Residential Treatment Programs).

B. PROGRAM SERVICES:

1. Adult Residential Care services at the County owned facility, known as “**Desert Sage**”, located at, 82-425 Miles Avenue, Indio, CA 92201 with the current capacity of 49 beds/residents.
2. In addition to providing basic care and supervision as required by CCL regulations, the primary areas of focus in the program would be to:
 - a. Provide a robust peer-to-peer recovery environment in a residential care setting.
 - b. Improve resident resilience and self-sufficiency vision and values.
 - c. Foster opportunities to improve social skills and the development of community and social connectedness.
 - d. Promote whole health, healthy lifestyles through an integrated health model of care that includes engagement, prevention, education and support.

- e. Include peer-to-peer evidenced based interventions related to life domains such as behavioral health recovery, illness management, health and wellness, etc.
 - f. Provide additional supports to meet the needs of individuals with co-occurring mental health, substance abuse and/or physical health disorders that are common barriers for the individual to reside in licensed ARFs or succeed in community-based living facilities.
3. Support should be individualized and include a combination of group and one-on-one interventions. The areas of service should be offered on a daily basis. Frequency and content of service documentation should accurately reflect residents' participation and progress in each area identified in their RUHS – BH service plan. The Needs and Services Plan shall be developed in partnership with the resident and residents' participation and movement towards goals shall be documented in the resident's individual file.
4. COUNTY will authorize clients for either 1.) Recuperative Care or 2.) Short Term Post Hospitalization.
5. CONTRACTOR shall obtain CCL approval to admit and assist persons eligible for CCL health condition waivers, including but not limited to, persons using continuous positive airway pressure (CPAP) or similar devices, persons with insulin dependent diabetes and persons with ambulatory limitations, etc. Persons with ambulatory limitations shall not be denied admission if they meet all other admission criteria and the facility has ADA capacity to house persons in wheelchairs. Admission of persons requiring health conditions waivers shall be evaluated jointly with COUNTY and the CONTRACTOR'S staff to assist these residents as required by CCL.
6. Evidenced based trauma-informed behavioral health recovery interventions shall be provided by clinical staff and/or peer support counselors/coaches under the direction of the clinical director. Examples of this would be illness management, Wellness Recovery Action Plan (WRAP), and Whole Action Care Management (WHAM), seeking safety, motivational interviewing techniques, cognitive or dialectical behavioral therapies, etc.
7. Services shall include regular and planned interventions to assist residents with co-occurring substance use issues to achieve and sustain substance related recovery.
8. Services shall include trauma informed peer-to-peer support, coaching and mentoring.
9. Peer participation in planned recovery activities is expected and activities shall be consistent with the skill development identified through the WRAP and Service Plan process.
10. CONTRACTOR shall include residents in the planning of residential services consistent with the principles of recovery and resilience.

11. Program / Activities Calendar shall be posted and correspond to the facility's master plan and residents' service plans. The calendar should reflect the areas of services needed, or requested, by the residents. A copy of this must also be submitted to the RUHS – BH Regional Administrator, or designee on a monthly basis.
12. Program participants shall receive services through COUNTY operated or contract outpatient programs, which may include, but not be limited to; outpatient services, Full Service Partnership programs and Peer Resource Centers. However, CONTRACTOR will have responsibility for providing complimentary and coordinated on-site support and recovery oriented health and wellness activities.
13. Examples of services consistent with program objectives:
 - a. Reassurance and Structure – closely monitoring resident whereabouts, especially in the resident's initial phase of the program. The goal is to establish a trauma-informed residential setting where residents feel safe in progressing from group outings, to peer outings and ultimately independent trips into the community. Program staff are accessible to residents, spending time interacting with residents, whether in groups, activities, or on an individual basis.
 - b. Medication education – Assisting residents in recognizing and overcoming medication side effects. Empowering consumers to communicate needs effectively with their health and psychiatric providers.
 - c. Utilizing evidenced based illness management techniques such as WRAP and WHAM that promote recovery, resilience and whole person's health.
 - d. Coordination of recovery goals & plans with RUHS-BH providers and significant others.
 - e. Life-skills training that also empower and promote confidence in self-sufficiency skills and abilities in areas such as basic housekeeping, hygiene and personal self-care, budgeting and money management, meal planning/shopping/preparation, etc.
 - f. Additional transportation (not otherwise required by license) – the program will:
 - i. Provide transportation to those activities and appointments (including evenings and weekends as needed) in order to meet the needs and goals of the service plan and to support participation in planned programs.
 - ii. Provide transportation to community activities.
 - iii. Train residents in the use of public transportation as needed.
 - g. Social Skill Development – Supported activities that provide opportunities to develop social and communication skills shall be provided on-site, in a manner that is consumer driven, includes meaningful activities and supports recovery.
 - h. Health Promotion and Prevention – The provider shall develop a plan and schedule of activities that will promote health and wellness. Examples of activities include daily exercise activity, health and sex education, nutrition, smoking cessation education and support, etc.
 - i. Family Involvement – Develop strategies to welcome family and significant others to participate in resident recovery efforts. Coordinate Family Peer

- activities with RUHS-BH Family Peer Support/Advocate programs and services
- j. Program Activities - Provide supplies for activities for residents.
 - i. Allocation is limited to activities not already required by CCL and linked to residents' behavioral health services plan.
 - k. Maintain meeting minutes of the Residents' Advisory Council that participates in the development of the proposed monthly activity schedule; planning in-house programs; and participate in problem solving or potential strategies to improve their housing environment or resident/provider collaboration.
14. CONTRACTOR will be expected to work collaboratively with the RUSH-BH directly operated and contracted outpatient programs (including mental health, drug use, and integrated healthcare programs) to form an integrated network of care for adults in mental health system.
 15. CONTRACTOR will maintain close communication with COUNTY designated contract program liaison to insure that contracted services can be accessed in a timely manner and that housing is provided in the least restrictive setting possible.
 16. COUNTY designated liaison and/or case managers shall participate in both routine and adjunctive service planning consultation meetings with the provider and consumer in order to insure that the services provided are collaborative and coordinated, and that the goals of the resident are achieved. These meetings may include, and should promote, the participation of family or significant others as necessary and appropriate.
 17. CONTRACTOR shall be expected to provide services that establish a welcoming environment that is sensitive to, and inclusive of, residents' ethnic and cultural backgrounds. The CONTRACTOR shall ensure the provision of culturally competent services. Services provided shall be based on values and goals of the adopted RUHS-BH Cultural Competency Plan (see Resource section) available for review at: <http://www.rcdmh.org/ccp>.
 - a. They shall provide written material in RUHS-BH threshold languages (currently English and Spanish).
 - b. Provider shall employ bilingual direct service staff for any threshold language in the number necessary to minimize communication barriers and establish a welcoming environment for program participations.
 - c. If a non-threshold language is necessary, providers shall insure the clinically and culturally appropriate use of interpreters and language interpretative services. The use of off-site (contracted) interpretive services for threshold languages should be short- term and approved by COUNTY.
 18. CONTRACTOR shall be required to comply with outcome measures as established by RUHS-BH requirements. This will include but may not be limited to; RUHS-BH Client Satisfaction Surveys, RUHS-BH Provider Satisfaction Surveys, and Measures linked to the Program goals.
 19. CONTRACTOR shall develop and maintain emergency plans in compliance with CCL requirements. The plan shall also include contingency plans to continue the delivery of services for a minimum of seven (7) days in the event of a man-made or

natural disaster or facility structural emergencies. The plan shall include protocols for orienting every guest on evacuation or emergency procedures and document routine drills for staff. Emergency supplies shall be checked and updated as needed or every six (6) months, whichever is sooner. The Disaster/Emergency plan shall be reviewed, updated and submitted to RUHS-BH annually.

C. TARGET POPULATION:

1. Adults ages 18-59, with serious and persistent mental health disorder(s) that significantly impair their ability to live in the community without the services available through the Adult Residential Care Facility. The program may house residents who exceed 59 years of age allowed per CCL regulations and based on COUNTY need.
2. Individuals who have reached a level of psychiatric stabilization from an acute or long term psychiatric facility but require continued community based support in a supervised residential setting. These consumers are generally characterized by a history of severe and persistent mental health disorders that has resulted in significant and disabling functional impairments related to their mental health disorder(s). These consumers would typically be on, or have a history of, LPS conservatorship; and who may have co-occurring substance use or physical health disorders (such as insulin dependent diabetes, utilizes a C-PAP device, has some ambulation challenges, etc. that often are barriers to receiving licensed residential services due to lack of CCL required waivers) that contribute to lack of access to community based support or licensed placement options.
3. Referrals: Potential residents shall be identified by COUNTY based appropriateness for community-based residential care, the consumer's need for level of care, and placement priorities determined by population census/capacity of higher level of care facilities. Referrals shall primarily be identified among RUHS-BH consumers receiving services at:
 - a. IMD, SNF/STP, and State Hospital facilities;
 - b. Adult Residential Treatment Facilities (ARF) and Anne Sippi, Specialized Residential Care Program;
 - c. High service users of acute psychiatric facilities within prior 12 months that have been or, considered for, temporary LPS conservatorship and/or
 - d. Participants in criminal justice diversion programs and civil court programs (e.g. Prop 47 and AB 109, Laura's Law, and CARE Court).
4. Admissions: COUNTY shall work with CONTRACTOR to develop Admission Criteria. Admission denials shall be monitored as a component of Program Outcomes and subject to COUNTY review.

D. FACILITY:

The Adult Residential Care services will be provided at the County owned facility, known as "**Desert Sage**", located at, 82-425 Miles Avenue, Indio, CA 92201 with the current capacity of 49 beds/residents. A licensing agreement (lease) will be transferred to the CONTRACTOR and will be managed by Riverside County Economic Development Agency, Real Estate Division. This zero sum cost agreement will include the use of the facility, utilities, maintenance and landscaping at no cost to the tenant. Residential housekeeping is not included. Residential housekeeping refers to laundry, change of

linens, dining area after meal cleaning or daily "on call" cleaning for "accidental" operational spills, residents bathrooms/showers, etc. CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the residential facility and furnishings as required by COUNTY.

CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the residential facility and furnishings as required by COUNTY.

1. FURNISHINGS AND EQUIPMENT: The offices will be furnished with administrative/staff office furniture. Living area, bedroom, dining and group room furniture will also be provided consistent with CCL requirements. Any additional furniture purchases via the contract shall remain the property of the COUNTY. This facility should maintain a residential appearance and meet all State Department of Social Services CCL requirements.
2. APPROVAL FOR PURCHASE: CONTRACTOR must receive written approval from the COUNTY prior to purchasing any equipment or furnishings. Any equipment or furnishings not approved by the COUNTY prior to purchase may not be reimbursed to the CONTRACTOR by the COUNTY.

E. GENERAL PROGRAM REQUIREMENTS:

1. Coordination and Collaboration

CONTRACTOR will be expected to work collaboratively with the COUNTY directly operated and contracted outpatient programs (including mental health, drug abuse and integrated care programs) to form an integrated network of care for adults in the mental health system. The CONTRACTOR will maintain close communication with the COUNTY designated facility liaison to insure that contracted services can be accessed in a timely manner and that housing is provided in the least restrictive setting possible.

COUNTY designated liaison and/or case managers shall participate in both routine and adjunctive service planning consultation meetings with the provider and client in order to insure that the services provided are collaborative and coordinated, and that the goals of the resident are achieved. These meetings may include family or significant others as necessary and appropriate.

2. Cultural and Gender Competence

Program staff shall be expected to provide services that establish a welcoming environment that is sensitive to, and inclusive of, residents' ethnic and cultural background. The provider shall ensure the provision of culturally competent services. Services provided shall be based on values and goals of the adopted RUHS-BH Cultural Competency Plan (see Resource section) available for review at: <http://www.rcdmh.org/ccp>. They shall provide written material in RUHS-BH threshold languages (currently English and Spanish). CONTRACTOR shall employ bilingual staff for any threshold language in the number necessary to minimize communication barriers and establish a welcoming environment for program participations. If a non-threshold language is necessary, providers shall insure the clinically and culturally appropriate use of interpreters and language interpretative services. The use of off-site (contracted) interpretive services for threshold languages should be short- term and approved by COUNTY.

3. Program Outcomes

CONTRACTOR shall be required to comply with outcome measures as established by COUNTY requirements. This will include but may not be limited to:

- a. RUHS-BH Client Satisfaction Surveys.
- b. RUHS-BH Provider Satisfaction Surveys; and
- c. Measures linked to the Program goals.

F. **STAFFING REQUIREMENTS:**

1. CONTRACTOR staffing will include both State and CCL residential care staff and additional staff as needed to provide services. Staff should be fully qualified and have the required education/training to provide the specialty services required under this contract.
 - a. A Registered Nurse is required for Recuperative Care and Short Term Post Hospitalization care.
 - b. Short Term Post Hospitalization care requires a CCL and additional staff as need including a Clinical Therapist to offer services and supports as outlined in the Scope of Work.
2. COUNTY will disallow any claim for payment of personnel costs, if the reimbursement requested is for CCL required personnel. Examples of staffing allowed are as follows:
 - a. Operations:
 - i. Clinical Director with RN License
 - ii. Clinical Therapist/Substance Abuse Counselor
 - iii. Peer Support Counselors/Community Workers
 - iv. Program Director
 - v. Medication Coordinator
 - vi. Food Service Workers
 - vii. House Managers
 - viii. Housekeeping
 - ix. Transportation Driver

The CONTRACTOR providers and residential facility staff shall participate in 16 hours of annual staff trauma informed development training focused on improving their skills and ability in working with persons with serious mental health and substance abuse disorders. The CONTRACTOR shall be required to submit their training to COUNTY for review and approval. CONTRACTOR'S standard employee training (e.g. HR or safety related) and CCL training requirements may not be used to substitute for this training requirement.

3. All staff shall receive training in principles of good nutrition, food preparation and storage. Additionally, staff designated to prepare food shall have sufficient training and skills in order to be generally consistent with CCL regulation noted in Title 22, Division 6, Chapter 8, Article 10, Section 87555. This is a state licensing requirement for Community Care Facilities to meet the dietary needs of the residents. The state requirement mandates residents shall receive the Recommended Dietary Allowances of the Food and Nutrition Board of the National Research Council.

4. CONTRACTOR shall conduct criminal background record checks and receive fingerprint clearance from the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) for all employees, subcontractors and volunteers that work with, interact with and/or whom have access to individuals receiving services.

G. SUBCONTRACTING:

CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Has within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - a. CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts of omissions of persons directly employed by the CONTRACTOR.
 - b. CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - c. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

H. PROGRAM ADMISSION AND DISCHARGE:

1. Admissions will be authorized only by designated COUNTY staff. Program admissions shall be done through collaborative review and approval with RUHS-BH, based on adopted admission criteria and protocols. Criteria and protocols shall also be consistent with the provisions established by the facility's CCL license requirements.
2. Designated COUNTY staff will review and approve admissions to, and discharges from, the Desert Sage and work collaboratively with the Desert Sage staff to establish Individual Needs and Services Plans for each resident.
3. Admission denials shall be referred to the facility Administrator and the COUNTY Supervisor for review and resolution.

4. Consumers denied admission by CONTRACTOR shall be subject to review by COUNTY Administrative Management. Note: Denials that are inconsistent with adopted admission criteria and/or because of diminished service capacity due to provider operational limitations (e.g. staff shortages) will affect eligibility for negotiated bed day reimbursement for any period of diminished capacity.
5. COUNTY designated case managers shall be responsible for coordinating placement into the facility, this includes coordinating any pre-placement visits and interviews, insuring that CCL placement needs and health assessments are scheduled and completed. It also includes assisting in the coordination and scheduling follow-up COUNTY services (e.g. intake assessments, initial psychiatric evaluations, transfer of existing prescription medications, etc.). CONTRACTOR shall be responsible for arranging for ongoing physical health care services and needs.
6. All referrals/admissions shall be made and approved by COUNTY designated staff. Currently, the following referral eligibility criteria include:
 - a. Consumers who are being discharged from a State Hospital, IMD, SNF/STP facility and who require a higher level of residential support as they transition back to community based living;
 - b. Consumers transitioning from higher level residential programs (i.e. Anne Sippi, Adult Residential Treatment facilities) who need ongoing support consistent with their recovery need;
 - c. Consumers who have been admitted to an acute psychiatric inpatient unit two (2) or more times within the last six (6) months and/or have required temporary LPS conservatorship prior to inpatient discharge;
 - d. Consumers who are not able to independently follow an agreed upon treatment plan and are at risk of re-hospitalization and have been ineffectively served by other outreach attempts;
 - e. Consumers who have a long history of excessive service utilization with minimal beneficial response;
 - f. Consumers who needs have been unsuccessfully meet though basic level residential care, supervision, and are at risk of return to a more restricted level of care.
7. Generally, admission will occur between 8:00 a.m. to 5:00 p.m., Monday through Friday. Weekend admissions may be authorized by COUNTY if the admission is pre-authorized and the coordination of supports (e.g. medications) and admission protocols are followed and comply with CCL requirements.
8. Planned discharge will occur as a coordinated effort between COUNTY and CONTRACTOR. COUNTY shall work with the selected provider to establish discharge criteria and protocols. Discharge criteria shall be based on demonstrated progress and stability related to functional impairments. Examples of progress/stability indicators may include but may not be limited to:
 - a. Length of time since last hospitalization or stay in a higher level of care.
 - b. Symptom stability as well as active and effective progress on illness management and self-sufficiency indicators.

- c. Improved self-care and self-sufficiency (e.g. personal hygiene, money management, etc.) that have contributed to placement failures in a basic level of care facility.
- d. Objective and measurable improvement in social skills and/or peer interactions.
- e. Progress toward sobriety and/or length of time without drug / alcohol involvement;
- f. Indication that the resident no longer requires enhanced residential support and can progress to a licensed facility that provides only basic care and supervision levels of support; and/or
- g. Ability to self-manage physical health care needs and live in an unassisted residential setting.

I. **DOCUMENTATION OF SERVICES:**

1. CONTRACTOR shall maintain appropriate records documenting all of the services provided to, or on behalf of, the residents served through the current contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time that is separate from basic residential care staff. These records shall conform to the requirements of the licensing authority, the State Department of Social Services and COUNTY. Mental Health services provided by the CONTRACTOR are not considered specialty mental health services and therefore, not eligible for third party reimbursement. A formal Electronic Health Record system is not required to provide services; however, electronic based reporting, service documentation and outcome tracking will be required. COUNTY shall establish protocols related to documentation frequency requirements (daily s. weekly) based on intervention type/status.
2. These records shall include, but are not limited to:
 - a. Adverse incident reports - CONTRACTOR will document all adverse incidents affecting the physical and emotional welfare of consumers in accordance with RUHS-BH policy and CCL regulations. Examples of adverse incidents include, but are not limited to; serious physical harm to self or others, serious destruction of property, elopements, etc. The CONTRACTOR will notify appropriate COUNTY programs/staff (including the Public Guardian for public conservatee) and Community Care licensing within twenty-four (24) hours of any serious adverse incidents affecting consumers' welfare. Furthermore, CONTRACTOR shall also provide COUNTY a copy of any organizational adverse incident review reports for serious events as requested by the designated RUHS-BH Administrative Manager.
 - b. Provide an accurate daily census to COUNTY staff via Internet at intervals established by the COUNTY.
 - c. All Protected Health Information records must comply with Federal and State regulations, HIPAA, and RUHS-BH policies and procedures. Records shall conform to the requirements of the State Licensing Authority, CCL.
 - d. Records maintained at the facility by CONTRACTOR on behalf of COUNTY are the property of COUNTY.
 - e. Data entry into the COUNTY Management Information System as specified by COUNTY.

J. CONTRACT PERFORMANCE MONITORING:

1. CONTRACTOR shall participate in the COUNTY annual contract monitoring and more frequent program reviews as required by COUNTY. COUNTY RUHS-BH Administrative Management, Program Administrator/Manager, Supervisor, or staff person with proper identification shall be allowed to enter and inspect the facility at any time.
2. CONTRACTOR will be assigned a designated COUNTY program monitor, and shall be accountable to the program monitor. CONTRACTOR shall submit monthly client specific bed day reports to the designated RUHS-BH representative as defined by COUNTY.
3. The monthly contract monitoring report will be delivered to the program monitor and Regional Administrative Manager in the form of an electronic document.

K. PERFORMANCE OUTCOMES:

1. The renewal of a contract between COUNTY and awarded CONTRACTOR is contingent upon CONTRACTOR'S ability to meet or exceed the following performance outcomes: CONTRACTOR shall maintain an overall 90% satisfied consumer rating with service level on their customer satisfaction surveys. CONTRACTOR shall be responsible to work with consumer representatives, family members, and staff to design and develop a "Consumer Satisfaction Questionnaire" to measure consumers' satisfaction with the program. The CONTRACTOR shall submit the questionnaire to the COUNTY for approval before administering it to consumers. CONTRACTOR shall request that all consumers complete the satisfaction survey at time of discharge, and mail to RUHS-BH contract monitor. Consumers shall be asked to complete this questionnaire anonymously. CONTRACTOR shall make the necessary arrangements with third parties to provide consumers with assistance to complete the questionnaire if needed. COUNTY shall tabulate and summarize the results and make copies of all surveys received available to the CONTRACTOR bi-annually.
2. CONTRACTOR shall maintain an overall 85% satisfied customer rating with collaborative partners (e.g. COUNTY programs and affiliate providers that support Desert Sage's consumers during and after their stay). CONTRACTOR shall be responsible to work with COUNTY representatives to design and develop a "Collaborative Partner Consumer Satisfaction Questionnaire" to measure consumer satisfaction with the program. The survey shall measure areas such as accessibility, quality of care, effective and timely coordination of care, discharge planning, coordination and follow-through.
3. CONTRACTOR and COUNTY shall collaborate on the most efficient method of bi-annual survey distribution. COUNTY shall tabulate and summarize the results and make copies of all surveys received available to the CONTRACTOR. CONTRACTOR shall be accountable via reimbursement rates to ensure compliance with admission criteria or for denied admissions due to lack of adequate staff coverage.

4. COUNTY reserves the right to modify these Performance Outcomes.

L. REGULATORY COMPLIANCE:

CONTRACTOR(s) shall:

1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
 - a. State of California Department of Social Services Community Care Licensing Division Regulations;
 - b. Riverside University Health System - Behavioral Health policies and procedures;
 - c. Federal Fair Housing regulations; and
 - d. County and City Ordinances and Regulations.
2. Participate in the COUNTY annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established provider responsibility for the program or guest consumers, shall be allowed to enter and inspect the facility.
3. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

M. REIMBURSEMENT:

1. Reimbursement for the cost of delivering the services described shall not exceed the negotiated rate resulting from negotiations with the COUNTY. The negotiated rate will include the cost per bed day, per consumer. COUNTY shall not reimburse for vacant bed-day costs when the vacancy is due to CONTRACTOR non-compliance with admission standards and/or staff shortages.
2. COUNTY shall pay CONTRACTOR for services performed and expenses incurred not to exceed the maximum agreement amount. Compensation shall be paid in accordance with a properly prepared invoice submitted and monthly service data summary within five (5) days from the last day of each calendar month. CONTRACTOR shall submit a Program Integrity Form (PIF) for COUNTY to process payment. COUNTY shall pay the invoice thirty (30) working days from the date of receipt of the invoice/PIF.
3. CONTRACTOR is responsible for obtaining reimbursement for the cost of the room and board, and care and supervision, directly from the consumer or their representative payee. CONTRACTOR shall also be designated as a provider of indigent housing via RUHS-BH Life Support program. Therefore, CONTRACTOR may seek SSD/SSI rate of reimbursement from COUNTY for room and board/care and supervision services for indigent residents with prior authorization through the Life Support Program.
4. RUHS-BH shall establish premium bed day rates of an additional 10% for each bed occupied above 44 beds.

N. DISASTER PREPAREDNESS:

CONTRACTOR shall develop and update contingency plans to continue the delivery of services for a minimum of seven (7) days in the event of a man-made or natural disaster or facility structural emergencies. The plan shall include protocols for orienting every guest on evacuation or emergency procedures and document routine drills for staff. Emergency supplies shall be checked and updated as needed or every six (6) months, whichever is sooner. The Disaster/Emergency plan shall be reviewed, updated and submitted to COUNTY annually.

O. COUNTY SUPPORT AND TECHNICAL ASSISTANCE:

COUNTY shall provide technical assistance on an as-needed basis for new program CONTRACTORS. Such technical assistance typically includes, but is not limited to, orientation to the COUNTY'S MIS systems, and data entry guidelines; reviewing and interpreting COUNTY policies and procedures; providing on-going agency liaison with RUHS-BH and the Department's other CONTRACTORS to ensure optimal collaborations, etc.

P. SHORT-TERM POST-HOSPITALIZATION HOUSING SERVICES

CONTRACTOR agrees to provide Short-Term Post-Hospitalization Housing services that utilize best practices (e.g., Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma Informed Care) for Members who are experiencing homelessness and have complex health, disability, and/or behavioral health conditions.

1. CONTRACTOR shall provide consumers who do not have a residence and who have high medical and/or behavioral health needs with the opportunity to continue their medical/psychiatric/substance use disorder recovery immediately after exiting an inpatient hospital (either acute or psychiatric or Chemical Dependency and Recovery hospital), residential substance use disorder treatment or recovery facility, correctional facility, nursing facility, or recuperative care.
2. CONTRACTOR shall provide consumers with ongoing supports necessary for recuperation and recovery such as gaining (or regaining) the ability to perform activities of daily living, receiving necessary medical/psychiatric/substance use disorder care, case management and beginning to access other housing supports such as Housing Transition Navigation.
3. CONTRACTOR will assess each consumers to determine if consumers is a candidate for permanent supportive housing as appropriate.
 - a. In collaboration with COUNTY-contracted Community Supports Housing providers, CONTRACTOR will determine consumer's eligibility for social services and temporary/permanent housing programs and refer consumer for services as appropriate
4. Upon exit from the program, if not transitioned to permanent supportive housing, CONTRACTOR shall make all reasonable efforts to connect each Member to an alternative facility, shelter, or permanent housing.

5. If indicated, CONTRACTOR shall assist consumer in navigating the health system and building a relationship with the consumer's PCP.
6. As needed, CONTRACTOR shall assist consumer in accessing transportation to and from medical and behavioral health appointments.

Q. COORDINATING DISCHARGES

CONTRACTOR agrees to:

1. Maintain written discharge policy. The policy will specify the personnel authorized to make discharge decisions.
2. Provide COUNTY with adequate notice prior to consumer discharge.
3. Ensure that consumer is informed of the discharge policy and procedure.
4. Ensure that consumer s are given a minimum of 24 hours' notice prior to being discharged from the program (exceptions for some administrative discharges).
5. Provide a discharge summary available to the consumer with the following discharge instructions:
 - a. Written medication list
 - b. List of follow-up appointments and contact information
 - c. Instructions for accessing relevant community resources

R. CENSUS AND STAFFING REQUIREMENTS

CONTRACTOR agrees to:

1. Provide COUNTY a Daily Census that will include, but not limited to: Consumer name, Authorization Number, ID Number, Status (Admit, Pending), Admit Date, Exit Date, Length of Stay, Housing Interview (Yes, No), Prior Facility, Departure Notes, and Other Notes as applicable.
2. Require that staff employed by the CONTRACTOR have written job descriptions and meet the qualifications required by such job descriptions.
3. Ensure that licensing and credentials are initially verified and reviewed, at minimum, on an annual basis.
4. Ensure that at least one (1) RN or higher medical services provider to provide evaluations and reporting as required by DHCS.

S. RECUPERATIVE CARE COORDINATION AND FACILITATION

1. CONTRACTOR agrees to provide Recuperative Care services to consumers at program location
2. CONTRACTOR shall coordinate and facilitate consumer's recovery care after hospital discharge.

3. CONTRACTOR shall accept or deny the consumer within 24 business hours of receiving the completed referral from COUNTY.
4. CONTRACTOR agrees to exit each consumer from the program as soon as he/she is determined to no longer require the program's recuperative care services. The actual length of stay shall not exceed 90 days.

T. CASE MANAGEMENT

1. CONTRACTOR shall case manage each consumer to prepare the consumer for permanent supportive housing as appropriate.
2. In collaboration with COUNTY-contracted Community Supports Housing Tenancy and Sustaining Services providers, CONTRACTOR shall determine consumer's eligibility for social services and temporary/permanent housing programs.
3. Case management services shall include assisting consumer in replacing missing or necessary documents, such as birth certificate, photo ID, immigration papers, and Social Security cards. Consumer shall also receive:
 - a. Assistance with applying for income-related benefits, such as General Relief, food stamps, SSDI, SSI, Medicare, Medi-Cal, unemployment benefits, etc.
 - b. Referrals to primary medical care, mental health services, and other community services as needed.
 - c. Assistance with monitoring any consumer legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.)
4. Upon exit from the program, CONTRACTOR shall make all reasonable efforts to connect each consumer to an alternative facility, shelter, or permanent housing.

U. TRANSPORTATION

1. CONTRACTOR shall provide and/or arrange for the transportation of consumers to and from any follow up appointments scheduled during the consumers' approved length of stay with CONTRACTOR.
 - a. The initial transportation from the discharging hospital to the program will be provided by the hospital.

V. SAFE AND QUALITY ACCOMODATIONS

CONTRACTOR agrees to:

1. Provide consumers with a clean and safe place to sleep, daily meals, hygiene supplies, and access to laundry.
2. Ensure a bed is available to each consumer admitted 24 hours a day.
3. Confirm that on-site showering and laundering facilities are available to consumer.
4. Ensure that clean linens are provided upon admission.
5. Confirm that facility provides access to secured storage for personal belongings and medications.

6. Guarantee and ensure that food services meet applicable public health guidelines for food handling.
7. Provide at least three meals a day to consumers.
8. Ensure that meals accommodate medical diet restrictions.
9. Ensure that facility maintains 24-hour staff presence. On-site staff is trained at a minimum to provide first aid and basic life support services.
10. Ensure that facility has a full time, but not 24 hours a day, licensed clinical staff to perform assessments, supervision, and medication reconciliation. Clinical staff must consist of a Registered Nurse, Nurse Practitioner or higher degree.
11. Provide 24-hour on call medical support when clinical staff is not on site
12. Maintain written policies and procedures for responding to life threatening emergencies.
13. Comply with all local fire safety standards governing its facility.
14. Maintain a written Code of Resident Conduct or Behavioral Agreement that describes program policies including potential causes for early discharge.
15. Maintain policies and ensure staff trainings related to:
 - a. The handling of alcohol, illegal drugs and unauthorized prescriptions drugs found on site.
 - b. The handling of weapons brought into the facility, including strategies to maximize consumer and staff safety and appropriate staff response to violence.
16. Establish a process to notify COUNTY about possible consumer discharge due to behavior issues prior to discharging.

W. QUALITY ENVIRONMENTAL SERVICES

CONTRACTOR agrees to:

1. Maintain written policy and procedure for safe storage, disposal and handling of biomedical and pharmaceutical waste, including expired or unused medications and needles.
2. Maintain written protocol for managing exposure to bodily fluids and other biohazards.
3. Provide safe storage/handling and security of consumers' medications.
4. Maintain written protocols in-place to promote infection control and the management of communicable diseases (i.e.: scabies, lice etc.). Ensure that facility and equipment are cleaned and disinfected to control illness or infection.

X. TRANSITIONS OF CARE

CONTRACTOR agrees to:

1. Confirm that facility maintains clear policies and procedures for the screening and management of referrals into the program including the following criteria:
 - a. Written admission criteria
 - b. Review for clinical appropriateness
 - c. Point of contact or phone number for referrals
 - d. Ability to admit 24 hours a day 7 days a week
 - e. Clinical Summary
 - f. Referral decision time and communication back
 - g. HIPAA compliant communication
2. Ensure that the program maintains standards of admitting practices by the following measures:

- a. Each consumer admitted to program has a designated case manager or provider of record.
 - b. The facility performs medication reconciliation within 12 hours of admission.
 - c. The facility screens for and honors existing advanced directives.
 - d. The facility identifies the consumer's current Primary Care Provider (PCP) and notifies COUNTY about the consumer's transition into the program.
3. CONTRACTOR shall work collaboratively with COUNTY's housing team and other Community Supports Providers (as applicable) during the transition. This includes telephonic case management, attending on-site interdisciplinary care team meetings and providing reports/files as needed for oversight.

**EXHIBIT B
MENTAL HEALTH SERVICES
LAWS, REGULATIONS AND POLICIES**

In addition to the statutes and regulations previously referenced in this AGREEMENT, services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statutes or relevant sections therein:

FEDERAL

- 42 C.F.R Part 438
- Drug-Free Workplace Act (DFWA) - 1990
- National Voter Registration Act of 1993
- 42 C.F.R. §438.608 (Program Integrity Requirements)
- McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)
- Trafficking Victims Protection Act (TVPA) of 2000
- 45 C.F.R. § 205.50

STATE

- Mental Health Services – Welfare and Institutions Code § 5000 to 5914
- Laura’s Law – Assembly Bill 1367
- The California Child Abuse and Neglect Reporting Act (CANRA) 2013
- Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.
- Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
- Government Code § 26227 (Contracting with County)
- Government Code § 8546.7 (Audits)
- Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
- Welfare & Institution Code §§ 14705 and 14725
- Welfare & Institution Code §§ 18350 et seq.
- State Department of Health Care Services Publications
- Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
- Welfare and Institutions Code 17608.05 (Maintenance of Effort)
- Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
- Centers for Medicare and Medicaid Services Manual
- Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
- 2 C.C.R. Division 9, Chapter 1
- DMH Letter 03-04 (Health Care Facility Rates)
- DMH Letter 86-01 (Life Support Supplemental Rate)
- 22 C.C.R. § 70707
- Government Code § 7550 (Reports)
- Welfare and Institutions Code § 14132.47

COUNTY

Behavioral Health Policies

- Code of Ethics – Policy 108
- Cultural Competence – Policy 162

- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Health Privacy & Security – Board of Supervisors Policy B-23
- Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
- Harassment in the Workplace - Board of Supervisors Policy C-25
- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27
- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement
- All RUHS-BH Letters and Bulletins as applicable to this Agreement

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		Amount Billed:	
DeptID:	4100217397.74700 BOARD & CARE		
Provider Name:	MFI Recovery Center Inc.		
Contract Name/Region:	Desert Sage		
Service Location (Address):	82-425 Miles Avenue, Indio, CA 92201		
RU's Certified:	3351NH		
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 database checks to confirm identity and to determine exclusion 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 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 database checks to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents was conducted. A client careplan was developed and maintained for the beneficiaries that met all client careplan 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

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: MFI Recovery Center, Inc.
PROGRAM NAME: Desert Sage Adult Residential Facility – Housing
DEPARTMENT ID: 4100217397.74700

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2024/2025 shall be \$1,742,187 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.

**SCHEDULE K BUDGET WORKSHEET
BEHAVIORAL HEALTH**

CONTRACT PROVIDER NAME: MFI Recovery Center Desert Sage	FISCAL YEAR: 2023-2024
PROGRAM NAME: Housing	PERFORMANCE PERIOD: July 1, 2024 - June 30, 2025
REGION/POPULATION: Desert	MONTHLY REIMBURSEMENT: NEGOTIATED RATE
CONTRACT MAXIMUM OBLIGATION: \$1,742,187	YEAR END SETTLEMENT: ACTUAL COST

TYPE OF MODALITY:	BOARD & CARE	CaAIM Community Supports Recuperative Care	CaAIM Community Supports Short-term Post Hospitalization	COMBINED PROGRAM TOTAL
MODE OF SERVICE:	60	5	5	
SERVICE FUNCTION:	40	65	65	
PROCEDURE CODES:	190	990CSRC	990CSSPH	
1. Personnel Expenditures	TOTAL			TOTAL CONTRACT
a. Salaries & Wages <i>(per staffing detail worksheet)</i>	\$ 725,496	\$ 74,100	\$ 260,468	\$ 1,060,064
b. Employee Benefits	\$ 217,649	\$ 22,230	\$ 78,140	\$ 318,019
Total Personnel Expenditures	\$ 943,144	\$ 96,330	\$ 338,608	\$ 1,378,082
2. Operating Expenditures				
a. Professional Services	\$ 1,843	\$ 123	\$ 492	\$ 2,458
b. Household Expenses	\$ -	\$ -	\$ -	\$ -
c. Travel & Transportation	\$ 11,930	\$ 795	\$ 2,405	\$ 15,130
d. General Office Expenditures	\$ 5,475	\$ 365	\$ 1,347	\$ 7,187
e. Program Supplies	\$ 6,911	\$ 461	\$ 1,871	\$ 9,243
f. Food	\$ 167,000	\$ -	\$ -	\$ 167,000
g. Insurance	\$ 12,818	\$ 855	\$ 3,415	\$ 17,087
h. Telephone	\$ 4,064	\$ 271	\$ 1,084	\$ 5,419
i. Facility Lease*	\$ -	\$ -	\$ -	\$ -
j. Utilities*	\$ -	\$ -	\$ -	\$ -
k. Other Operating Expenses	\$ 19,955	\$ 1,330	\$ 5,321	\$ 26,607
Total Operating Expenditures	\$ 229,995	\$ 4,200	\$ 15,935	\$ 250,130
Total Direct Program Cost	\$ 1,173,139	\$ 100,530	\$ 354,543	\$ 1,628,212
3. Indirect Administrative Expenses				
a. Administrative Cost (Reports & Claims/ Fee)	\$ 82,120	\$ 7,037	\$ 24,818	
Total Indirect Administrative Expenses	\$ 82,120	\$ 7,037	\$ 24,818	\$ 113,975
Total Direct & Indirect Program Cost	\$ 1,255,259	\$ 107,567	\$ 379,361	\$ 1,742,187
a. <i>Personnel Start Up (S&B) Expenditures</i>	\$ -	\$ -	\$ -	\$ -
b. <i>Operating Start Up Expenditures</i>	\$ -	\$ -	\$ -	\$ -
Total Start Up Expenditures	\$ -	\$ -	\$ -	\$ -
Total Program Budget	\$ 1,255,259	\$ 107,567	\$ 379,361	\$ 1,742,187
Total Indirect Administrative Expenses % (Shall Not Exceed 15%)	7.00%	7.00%	7.00%	7.00%

**RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH
SCHEDULE I**

CONTRACT PROVIDER NAME: MFI Recovery Center, Inc.		ELMR Provider Number	FISCAL YEAR 2024/2025
REGION: Desert Sage			
ASSIGNED DEPT. ID(S) 4100217397.75560.530280			
NEGOTIATED RATE NON MEDI-CAL			
SYSTEM RU#	33R2CS		TOTAL CONTRACT MAXIMUM
MODALITY	CalAIM Community Suports		
ELMR SERVICE CODE	990CSRC		
MODE OF SERVICE	5		
UNIT MEASUREMENT			
UNIT RATE	\$93.30		
UNITS	18673		
BUDGET	\$1,742,187		
TOTAL			\$ 1,742,187

NPI	ADDRESS	TAXONOMY
1902573595	82485 Miles Ave, Indio, CA, 922014249	320800000X - Community Based Residential Treatment Facility, Mental Illness

Date: June 6, 2024
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health
To: Sarah Franco, Director, Purchasing & Fleet Services
Via: Solinda Ly, Administrative Services Analyst II, 951-358-3589
Subject: Single Source Procurement; Request for MFI Recovery Center, Inc. (Desert Sage)

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:** MFI Recovery, Inc.
2. **Vendor ID:** 0000026918
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# 22-045

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

Yes **No**

5. **Supply/Service being requested:**
Adult Residential (Board and Care) and supportive services for chronically homeless individuals who are severely impaired or influenced by a serious mental illness.

6. **Unique features of the supply/service being requested from this supplier.**
This contract was established in FY 19/20 and it combined board and care services with augmented services in order to provide increased support in a residential care facility licensed by the State of California Community Care Licensing Division as an Adult Residential Facility (aka Board and Care) to mental health consumers requiring a higher level of care than basic care and supervision.

The facility known as “Desert Sage” is located at 82485 Miles Avenue in Indio, CA 92201. The former contractor discontinued its contracted services at Desert Sage effective September 30, 2021.

In an effort to avoid the displacement of forty-nine (49) residents and to ensure continuity of care, RUHS-BH approached MFI Recovery Center, Inc., a full-service, 501(c)(3) nonprofit, behavioral healthcare organization that operates 24 hours a day and provides high-quality treatment to adults and adolescents with substance abuse and mental health disorders. MFI Recovery Center also provides residential and outpatient treatment programs at their treatment facilities located throughout Southern California. MFI had proven experience and the capacity to operate the program efficiently and effectively and is currently providing contracted services at RUHS-BH's 92-bed Adult Residential Care and Wellness Plus Supportive Services Facility.

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

It is in the best interest of the County to continue to contract with MFI Recovery Center, Inc. to help minimize any potential significant disruption in residents' housing and supportive social and healthcare services.

RUHS-BH is requesting approval to contract with MFI Recovery Center, Inc. through FY23/24 to allow the department time to go through a competitive bid and licensing process for these services.

7. Period of Performance: July 1, 2023 to June 30, 2024.

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

8. Identify all costs for this requested purchase.

Description:	FY23/24	Total
One-time Costs:	\$1,742,187	\$1,742,187
<i>Includes all costs associated with operating 49-bed Adult Residential Facility (Personnel Salaries & Benefits, Operating Costs, and Administrative Costs)</i>		
Ongoing Costs:	\$0	\$0
Previous SSJ Approved Amounts:	\$3,109,154	\$3,109,154
<i>Includes all costs associated with operating 49-bed Adult Residential Facility (Personnel Salaries & Benefits, Operating Costs, and Administrative Costs)</i>		
Total Costs	\$4,851,341	\$4,851,341

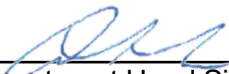
9. Price Reasonableness:

MFI Recovery, Inc. has transitioned services at the Desert Sage Facility from the previously contracted provider at the same rate as their Agreement at the Adult Residential Care facility; \$71/day. MFI Recovery's willingness to take on this project has allowed RUHS-BH to ensure continuity of care for existing consumers while the contract is competitively bid out. No additional County funds are required for this transition.

10. Projected Board of Supervisor Date (if applicable):

May 23, 2023

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

	Amy McCann	5/15/2023
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 \$ 4,851,341 / per fiscal year through 6/30/24 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____


Purchasing Agent

5/16/23
Date

23-198

Approval Number
(Reference on Purchasing Documents)

AMENDED SSJ REQUEST:

RUHS-BH is requesting approval to extend the approved SSJ#23-198 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 7: “Period of Performance: July 1, 2023, to June 30, 2024, with the option to renew one additional year, through June 30, 2025.”

Section 8:



Description:	FY23/24	FY24/25	Total
One-time Costs:		\$1,738,229	
<i>Includes all costs associated with operating 49-bed Adult Residential Facility (Personnel Salaries & Benefits, Operating Costs, and Administrative Costs)</i>			
Ongoing Costs:		\$0	
Previous SSJ Approved Amounts:	\$1,742,187	\$0	
<i>Includes all costs associated with operating 49-bed Adult Residential Facility (Personnel Salaries & Benefits, Operating Costs, and Administrative Costs)</i>			
Total Costs	\$1,742,187	\$1,738,229	\$3,480,416

10. Projected Board of Supervisor Date (if applicable):

June 25, 2024

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

All other language contained in the MFI Recovery Center, Inc. (Desert Sage) SSJ remains unchanged.

	SIGNATURE	DATE
PROCUREMENT CONTRACT SPECIALIST REVIEW:		6/12/2024
DEPARTMENT HEAD (OR DESIGNEE) APPROVAL:		6/6/2024

Melissa Curtis

7/1/2024

23-198a

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)