

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



ITEM: 3.50
(ID # 25830)

MEETING DATE:
Tuesday, November 05, 2024

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement with MFI Recovery Center, Inc. to Provide Permanent Supportive Housing Services at The Path for FY 2024/2025, without seeking competitive bids, District 4. [Total Cost for One Year \$1,056,800, Up to \$105,680 in Additional Compensation, Federal 60%, State 40% Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Behavioral Health Agreement with MFI Recovery Center, Inc. to provide Permanent Supportive Housing Services at The Path without seeking competitive bids for an annual amount of \$1,056,800 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 do not change the substantive terms of the Agreement; and c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract through June 30, 2025.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Gutierrez 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: November 5, 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	\$ 1,056,800	\$ 0	\$ 1,056,800	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 60%, State 40%			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.

RUHS-BH is currently contracting with MFI Recovery Center, Inc. to operate a Permanent Supportive Housing program 24 hours a day, 7 days a week, 365 days a year that offers shelter for Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+). This program offers residential and non-residential treatment components that provide peer-to-peer engagement and support services in non-intrusive low-demand environments in Palm Springs, CA.

The residential Permanent Supportive Housing Program called The Path provides 24-hour residency, with no limit on length of stay, semi-private sleeping accommodations, and common use of kitchen facilities, dining rooms, and bathrooms that can serve up to 25 consumers. The non-residential component consists of a drop-in center for consumers who are chronically homeless and have serious mental health disorder(s), to provide food, clothing, and bathroom and laundry facilities. Permanent Supportive Housing plays an important role in reducing homelessness by providing secure, long-term housing.

On November 15, 2016, (Agenda Item #3.34), the Board of Supervisors approved the Behavioral Health Agreement with Recovery Innovations, Inc. (RII) to provide Permanent Supportive Housing at The Path for three (3) years through June 30, 2019. On June 25, 2019, (Agenda Item #3.32), the Board of Supervisors approved the Behavioral Health Agreements with RII with the option to renew for two (2) additional one-year periods through June 30, 2022. In July 2021, RUHS-BH was notified that RII would discontinue providing services at The Path on September 30, 2021.

To ensure continuity of care, on December 7, 2021, (Agenda Item #3.40) the Board of Supervisors approved the Behavioral Health Agreement with MFI Recovery Center, Inc. to operate The Path through FY 2022/2023. MFI is currently providing these program services at The Path and has the experience and capacity to continue operating the program efficiently and effectively while RUHS-BH carries out the RFP process, anticipated to be released in mid-FY 2024/2025.

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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 FY 2024/2025 budget. No additional County funds are required.

Contract History and Price Reasonableness

RUHS-BH is actively preparing a new RFP to provide Permanent Supportive Housing services at The Path and other proposed locations, with anticipation of its release around mid-FY 2024/2025 and award in late FY 2024/2025. To avoid the displacement of The Path 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 (SSJ# 25-060) on September 27, 2024.

Therefore, to ensure continuity of care, RUHS-BH is requesting that the Board of Supervisors ratify and approve the Behavioral Health Agreement with MFI Recovery Center, Inc. to provide Permanent Supportive Housing services at The Path for \$1,056,800 through June 30, 2025.

Attachments

Single Source Justification
MFI Agreement

Kimberly Cruz

Kimberly Cruz

10/25/2024

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

10/25/2024

Matthew Chang

Matthew Chang, Director

9/12/2024

Gregg Gu

Gregg Gu, Chief of Deputy County Counsel

10/25/2024

**FY 2024/2025
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE
AND
MFI RECOVERY CENTER, INC.
FOR
DESERT PERMANENT HOUSING THE PATH**

That certain Agreement between the County of Riverside (COUNTY) and MFI RECOVERY CENTER, INC. (CONTRACTOR), Board Authority established on December 7, 2021, Agenda Item 3.40, for FY 2021/2022 through FY 2022/2023; approved by the Purchasing Agent on September 14, 2022 for FY 2022/2023; Board Authority updated on August 1, 2023, Agenda Item 3.46, for FY 2023/2024; approved by the Purchasing Agent on October 18, 2023 for FY 2023/2024; is hereby renewed for FY 2024/2025, effective July 1, 2024 through June 30, 2025, in consideration for mutual obligations:

- **Section II. PERIOD OF PERFORMANCE** of this Agreement shall be amended to read as follows:
 - II. **PERIOD OF PERFORMANCE**
This Agreement shall be effective as of July 1, 2024 and continue in effect through June 30, 2025.

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

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

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

- **Section XXXIV. CONFLICT OF INTEREST** of this Agreement shall be amended to include **Subsection C.**, as follows:
 - C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.
- Rescind the Exhibit A in its entirety, and replace it with the new attached Exhibit A.
- Rescind the Exhibit C in its entirety, and replace it with the new attached Exhibit C, where the maximum contract amount for FY 2024/2025 is \$1,056,800.
- Rescind the Schedule K in its entirety, and replace with the new attached Schedule K.

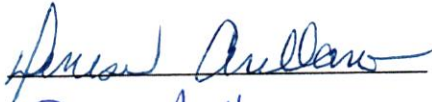
All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

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

CONTRACTOR
 MFI Recovery Center, Inc.
 5870 Arlington Avenue #103
 Riverside, CA 92504
 Attn: Denise Arellano

Signature: 

Signature: 

Print Name: CHUCK WASHINGTON

Print Name: Denise Arellano

Title: Chair of the Board

Title: CFO

Date: 11/05/2024

Date: 7/25/24

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 PERMANENT HOUSING – THE PATH
DEPARTMENT ID: 4100217398.74750.530280

CONTRACTOR, shall provide to COUNTY, a permanent support housing program including peer-to-peer engagement and support program for chronically homeless persons whose ability to maintain housing is severely impaired or influenced by a serious behavioral health disorder, including co-occurring substance abuse disorders. Services will be provided to Transitional Age Youth (TAY) (aged 18-25), Adults (aged 18-58) and Mature Adults (ages 59 and above) in the Desert region who are considered to be "hard-to-reach" homeless persons with severe mental illness, who primarily reside in a public or private place, not designed for, or ordinarily used as a regular sleeping accommodation for human beings, and have been unable or unwilling to participate in supportive services.

A. SERVICES:

CONTRACTOR shall:

1. Provide Permanent Supportive Housing program services at 19531 McLane Street, Palm Springs, CA 92262.
2. Follow the "Housing First" model, to provide highly supportive environment with no mandated disability related services required as a condition to receive housing; residents are required to participate in a minimum of one (1) time per month housing case management service to be provided by CONTRACTOR.
3. Operate a drop-in center twenty-four (24) hours a day, seven (7) days a week, 365 days a year, for eligible persons, and provide access to on-site semi-private permanent housing options and linkage to intensive integrated behavioral health full-service programs.
4. Structure the permanent residential component of the program to consist of:
 - a. 24-hour residence for an unspecified duration (no limit on length of stay);
 - b. Semi-private sleeping accommodations;
 - c. Common use of kitchen facilities, dining rooms, and bathrooms;
 - d. Social services and referrals within a non-intrusive, low demand environment; and
 - e. Overnight occupancy limited to twenty-five (25) persons.
5. Services to non-residents consisting of:
 - a. 24-hour drop-in center where food, clothing, bathroom, and laundry facilities will be provided only to the intended service population on a drop-in basis;
 - b. Social services, referrals and case management, and
 - c. Assessment of service needs with follow up linkage using a non-intrusive, low demand approach.
6. Monitor gender-separated semi-private sleeping accommodations and gender-separated bathrooms, common laundry area, kitchen facility, dining room, and

- recreational area for television, movies, games, and other recreational activities, front desk/monitoring, and staff offices dispersed throughout the building.
7. Provide welcoming and culturally competent outreach, engagement, and support services to program guests and residents.
 - a. The ability to serve monolingual Spanish speaking consumers is required.
 - b. CONTRACTOR shall have a plan to provide interpretation services to guests/residents who are monolingual in other languages.
 8. Provide wellness and Recovery based activities that build a sense of community and support that empower guests and residents to believe in, and work toward self-sufficiency in a low demand setting.
 9. Provide janitorial maintenance of the facility, incorporating housekeeping life skills instruction and participation for guests and residents.
 10. Provide meal planning and preparation that involve guests and residents, and assists them in developing independent life skills.
 11. Coordination, training, and supervision of the use of the laundry and shower facilities.
 12. Routine linkage to all other publicly available beneficial services (e.g., MediCal, CalFresh, General Relief, etc.).
 13. Daily collaboration and service planning in coordination with RUHS-BH staff for residents.
 14. Office space with phones for COUNTY staff to meet privately with program guests and residents as needed.
 15. Transportation to local resources (medical, psychiatric, shopping, community agencies and etc.) as needed in coordination with COUNTY staff. Transportation shall be provided in a manner that meets the consumer's needs and must be appropriate to their level of functioning.
 16. Include peer counselors in the on-site workforce.
 17. Ongoing training to staff to improve their skills and their ability to achieve the goals of the program.
 - a. Training will include emergency response, first aid, disaster planning, crisis intervention skills, safety, motivational interviewing, non-violent crisis intervention (or equivalent), Housing First, harm reduction, mental health and substance use general education (or equivalent), Fair Housing and other topics as defined by COUNTY.
 - b. COUNTY will work with the CONTRACTOR to identify training topics and make training opportunities available to CONTRACTOR staff through COUNTY.
 - c. CONTRACTOR may request reimbursement for up to sixteen (16) hours of paid time for off-site training, per year, for each FTE program employee.
 18. CONTRACTOR will be expected to work cooperatively with COUNTY, regional community outpatient programs, crisis/inpatient programs, COUNTY Housing program, related drug and alcohol treatment programs, homeless service agencies and programs, regional law enforcement agencies, and other community agencies in order to form an integrated network of care.

19. Maintain an Emergency Disaster Plan that ensures resident safety during emergencies and disasters (e.g., safety training, emergency drills, emergency supply plan, coordination with COUNTY, etc.).

B. STAFFING REQUIREMENTS:

1. CONTRACTOR shall maintain staffing patterns that ensure that adequate staff is available for safe and effective program operations. Staff titles and job descriptions need to be within the grant approved guidelines. Two staff shall be required to remain awake through the night.
2. CONTRACTOR is only allowed to bill the COUNTY for staffing that can be reimbursed back to the COUNTY by Housing, Homelessness Prevention, and Workforce Solutions (HHPWS).
3. Examples of staffing allowed are as follows:
Operations:
 - a. Program Director
 - b. Operations Manager
 - c. Peer Support Specialist
 - d. Peer Counselors/Community Healthcare Workers
4. CONTRACTOR staffing billed to the COUNTY that is determined by the COUNTY to be non-reimbursable will be disallowed and subsequently be charged back to the CONTRACTOR either during the fiscal year or at year end settlement.
5. CONTRACTOR must adhere to and be knowledgeable of Fair Housing regulations and provide proof of training attendance.
 - a. Current administration must provide certificate of training within sixty (60) days of contract renewal.
 - b. New administration must provide certificate of training within sixty (60) days of hire.

C. 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.

D. DOCUMENTATION OF SERVICES:

1. CONTRACTOR shall maintain appropriate records documenting all of the services provided to clients as outlined by COUNTY, which will include a monthly report on the number of clients served, total hours of service provided, and other demographics as requested by COUNTY. Additionally, CONTRACTOR may be asked to record services into the web-based Homeless Management Information System (HMIS) as required by COUNTY.
2. CONTRACTOR and COUNTY's Contract Monitor shall meet at least quarterly to review and discuss the performance and obligations under this Agreement of each party thereto.
3. CONTRACTOR shall work collaboratively with COUNTY to determine if and/or when eviction notice should be given to comply with Fair Housing regulations.
4. CONTRACTOR will notify COUNTY and supply a written report of any adverse incident within twenty-four (24) hours of occurrence.
5. CONTRACTOR shall advise COUNTY immediately of any eviction notices, three (3) day or thirty (30) day in compliance with Fair Housing.
6. CONTRACTOR will supply COUNTY with a copy of the eviction notice, three (3) day notice or thirty (30) day notice, within one (1) business day.
7. CONTRACTOR will supply COUNTY's Homeless Housing, Opportunities, Partnerships, and Education (HHOPE) Administration written notification of resident(s) movement within twenty-four (24) hours.
8. CONTRACTOR will notify COUNTY's HHOPE Administration immediately of any participant that has moved out or is missing for a twenty-four (24) hour period.
9. An Emergency Disaster Plan must be submitted to COUNTY for approval within sixty (60) days of contract renewal date:
 - a. Emergency Disaster Plan must be readily available to all employees and must be maintained on premises.
 - b. Documentation of training and drills must be maintained.
 - c. A report of who is residing at the location must be maintained weekly and readily available.

10. CONTRACTOR must maintain all appropriate records and reports on site and readily available.

E. FURNISHINGS AND EQUIPMENT:

1. CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the residential facility and furnishings as required by COUNTY.
 - a. APPROVAL FOR PURCHASE: CONTRACTOR must receive written approval from COUNTY Contract Monitor prior to purchasing any equipment or furnishings. Any equipment or furnishings not approved by COUNTY prior to purchase may not be reimbursed to the CONTRACTOR by COUNTY.
 - b. OWNERSHIP: Equipment and furnishings purchased through this Agreement are the property of the COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g., office machine repair) are to be followed. Equipment and supplies purchased with COUNTY funds for individual clients will become the property of the client.
 - c. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings provided to them through this Agreement, regardless of cost.
 - i. The inventory control system shall record at a minimum the following information when property is acquired: number of items lost, damaged or stolen during inventory period; date acquired; property description (to include model number); property identification number (if applicable).
 - ii. An updated inventory list shall be provided to COUNTY on a quarterly basis. 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.
 - iii. A report of damaged, broken or lost items shall be provided to COUNTY on a monthly basis. This report shall include property description, number of identical items, responsible party who damaged or broke items and date of incident.
 - iv. CONTRACTOR is responsible for the replacement of any damaged or lost equipment or supplies when it is determined that the damage/loss was due to CONTRACTOR employee negligence.
 - v. Any equipment valued more than \$100 that becomes damaged needs to be reported immediately to COUNTY.
 - vi. CONTRACTOR shall maintain Vehicle Logs for transportation, repairs and routine maintenance.
 - d. 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.

- i. CONTRACTOR shall provide COUNTY with a monthly report detailing any and all items that have been disposed of during the prior month. Report shall include, description of item, reason for disposal, the date request to dispose of item was submitted to COUNTY, and the date that written approval to dispose of the item, and indicate if CONTRACTOR is requesting COUNTY to replace the item.
- e. CAPITAL ASSETS: Capital assets are tangible or intangible assets that benefit an agency more than a single fiscal year. For capital assets approved for purchase by the 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.
 - i. 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.

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: MFI RECOVERY CENTER, INC
PROGRAM NAME: DESERT PERMANENT HOUSING – THE PATH
DEPARTMENT ID: 4100217398.74750.530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2024/2025 shall be \$1,056,800 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

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

- Schedule I
- Schedule K
- Schedule P

C. REIMBURSEMENT:

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

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

D. LOCAL MATCH REQUIREMENTS:

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

E. RECONCILIATION:

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

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

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

F. REVENUES:

As applicable:

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

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

G. REALLOCATION OF FUNDS:

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

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

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

H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

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

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

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

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

J. MUTUAL COST RECONCILIATION:

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

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

K. COST RECONCILIATION:

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

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

L. **BANKRUPTCY:**

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

M. AUDITS:

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

N. TRAINING:

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

O. FURNISHINGS AND EQUIPMENT

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

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

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

SCHEDULE K BUDGET WORKSHEET BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: MFI RECOVERY CENTER, INC. - THE PATH	FISCAL YEAR: 2024/2025
PROGRAM NAME: DESERT PERMANENT HOUSING	PERFORMANCE PERIOD: JULY 01, 2024 - JUNE 30, 2025
REGION/POPULATION: HOUSING DESERT REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$1,056,800	YEAR END SETTLEMENT: ACTUAL COST

DESERT REGION - 33R1FH DEPT ID# 4100217398.74750		
THE PATH		
TYPE OF MODALITY:	Mental Health Promotion/ Community Client Services	
MODE OF SERVICE:	45	
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)	
PROCEDURE CODES:	610-620	
1. Supportive Services	TOTAL	TOTAL CONTRACT
a. Salaries & Wages <i>(per staffing detail worksheet)</i>	\$455,612	
b. Employee Benefits	\$169,845	
c. Food	\$35,000	
d. Household Supplies	\$8,000	
e. Office Supplies	\$1,500	
f. Telephone	\$3,500	
g. Travel & Transportation <i>(vehicle cost, maintenance & fuel)</i>	\$13,000	
Total Supportive Service Expenditures	\$686,457	\$686,457
2. Operating Expenditures		
a. Auto / Property Insurance	\$20,000	
b. Equipment (copier lease)	\$500	
c. Lease	\$120,000	
d. Maintenance / Repairs	\$60,000	
e. Utilities	\$25,000	
f. Other Operating Expenses	\$7,000	
Total Operating Expenditures	\$232,500	\$232,500
3. Indirect Administrative Expenses		
a. Administrative Cost (Reports & Claims/Fee)	\$137,843	
Total Indirect Administrative Expenses	\$137,843	\$137,843
Total Program Budget	\$1,056,800	\$1,056,800
Total Indirect Administrative Expenses % (Shall Not Exceed 15%)	15.00%	15.00%

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION	
FEDERAL FUNDS:	\$792,600
OTHER (MHSA FUNDS):	\$264,200
MAXIMUM OBLIGATION:	\$1,056,800

**FY1819 Schedule K-1
Staffing Detail Worksheet**

Staffing Detail Worksheet		2024/2025		
Classification	Function	FTE	Salary, Wage & Overtime/FTE	Total Salaries, Wages & Overtime
Direct Care/Administrative	Program Director (RSA I)	0.50	60,165	30,083
Direct Care/Administrative	Program Director (RSA II)	0.04	93,065	3,723
Direct Care/Administrative	Operating Manager	1.00	47,638	47,638
Direct Care/Administrative	Peer Specialist	1.00	36,474	36,474
Direct Care/Administrative	Community Worker	1.00	36,642	36,642
Direct Care	Peer Counselor	8.00	33,111	264,885
Direct Care	Driver	0.80	31,347	25,078
Regional Allocation	Regional Director	0.10	110,890	11,089
	Total Program Positions	12.44	449,332	455,612
			Benefits:	169,845
			Total S&B:	625,457

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

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

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

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

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

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date

Date: Thursday, September 26, 2024

From: Matthew Chang, Director, Riverside University Health System-Behavioral Health

To: Meghan Haun, Director, Purchasing & Fleet Services

Via: Julia Garcia, Administrative Services Analyst II, 951-351-6672

Subject: Request for MFI Recovery Center, Inc. (The Path)

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement

Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement

Other: _____ (i.e.

CA Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. Requested Supplier Name: MFI Recovery, Inc. Supplier ID: 0000026918

a. Describe the goods/service being requested: _____
Permanent Supportive Housing services for chronically homeless individuals who are severely impaired or influenced by a serious mental illness while RUHS-BH actively prepares a new Request for Proposal (RFP) to provide Permanent Supportive Housing at the Desert Permanent Supportive Housing Program facility, known as "The Path," located at 19531 McLane Street in Palm Springs, CA 92262.

b. Explain the unique features of the goods/services being requested from this supplier: _____
MFI Recovery Center, Inc. (MFI) is the current contractor and has been previously evaluated and awarded via a formal bid process to provide housing and supportive services to chronically homeless individuals residing at The Path.

MFI is 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 also provides residential and outpatient treatment programs at their treatment facilities located throughout Riverside County. MFI has been vetted and has the appropriate certification for this service and has experience with County referral systems as well as consumer relationships. This service is needed to meet the needs of Riverside County consumers.

c. What are the operational benefits to your department? _____

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. for FY2024/2025 to allow the department time to go through a competitive bid and licensing process for these services. A new RFP for these services anticipates the RFP to be released in early FY 2024/2025 and awarded by the end of FY 2024/2025. In efforts to ensure continuity of care during the RFP process MFI will continue to operate the program. It is in best interest of the County to continue to contract with MFI Recovery Center, Inc. to minimize any disruption in resident's housing, supportive, social, and healthcare services.

d. Provide details on any cost benefits/discounts. _____

This contract was previously competitively bid and the pricing offered by MFI was deemed reasonable and competitive based upon average industry costs and the nature of the services being provided. The rates have remained constant making this a cost benefit.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process? _____

RUHS-BH is actively preparing a new RFP to provide Permanent Supportive Housing services at The Path and other proposed locations, with anticipation of its release around September 2024 and award in late FY 2024/2025. To avoid the displacement of The Path residents or disruption of supportive social and healthcare services for this most vulnerable population.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 22-045 No

a. What was the total annual and aggregate amount? \$1,056,800

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	Total
One-time Costs:	\$1,056,800	\$1,056,800
Other Costs:	\$0	\$0
Total Costs:		\$1,056,800
10% additional compensation	\$105,680.00	

5. Period of Performance: July 1, 2024 to June 30, 2025

Ratify Start Date (if applicable): July 1, 2024

Initial Term Start Date: July 1, 2024 End Date: June 30, 2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): No option to renew

Aggregate Term/End Date: June 30, 2025

6. Projected Board of Supervisor Date (if applicable): ASAP

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Amy McCann

Print Name



Department Head Signature

(Executive Level Designee)

9/26/2024

Date

.....
PCS Reviewed:

Melanie Hurst

Print Name

Melanie Hurst

Signature

9/26/2024

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 1,056,800

Aggregate Amount \$ _____

Melissa Curtis

9/27/2024

25-060

Purchasing Agent Signature

Date

Tracking Number
(Reference on Purchasing Documents)