

FORM APPROVED COUNTY COUNSEL
DATE 6/17/10
BY: *MS*
MARSHA L. VICTOR

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

332



FROM: Department of Mental Health

SUBMITTAL DATE:

June 17, 2010

SUBJECT: Approve an Agreement with El Sol Neighborhood Educational Center

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve an Agreement with El Sol Neighborhood Educational Center;
2. Authorize the Chairman of the Board to sign the agreement;
3. Authorize the Purchasing Agent to enter into Amendments staying within 10% of the contract maximum; and,
4. Authorize the Purchasing Agent to annually renew this agreement through June 30, 2015.

BACKGROUND: In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) Plan received and filed by the Board on January 26, 2010, the department sought proposals to provide outreach services to the Latino community, which was identified as an un/underserved cultural population countywide. On November 25, 2009, the Department of Mental Health, through the Purchasing Department issued Request for Proposal (RFP) #MHARC055 for Promotores(as) de Salud Mental (Promotion of Mental Health Services) to the culturally diverse Latino communities of Riverside County.

JW:KS

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$271,200	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100% State

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

Policy

Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.32 of 01/26/10 | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.47

SUBJECT: Approve an Agreement with El Sol Neighborhood Educational Center

BACKGROUND: (Cont'd)

The RFP was solicited to over 700 individuals representing traditional and non-traditional services providers throughout California and advertised on the Purchasing Department's website. On January 21, 2010, six (6) bids were received. The bids were evaluated by a team comprised of six (6) individuals; five (5) from the Department of Mental Health and one (1) Mental Health consumer/family member. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that the El Sol Neighborhood Educational Center proposal scored highest in each of the regions and is recommended for contract award because it was determined to be the most responsive proposal due to bidder's proposed program and extensive experience with the Promotores program, curriculum and community outreach efforts. In addition, El Sol is a local provider who has the capacity to serve all three regions, which will allow for continuity of service delivery countywide and offers a cost savings with regards to program oversight and coordination. El Sol is a non-profit organization whose mission, for the last twenty years, is to improve the overall well-being of people in need by providing education in parenting, health, nutrition literacy and language, leadership and after-school programs. More recently, El Sol has developed a "Promotores de Salud Mental" curriculum and training for the San Bernardino County Department of Behavioral Health.

PRICE REASONABLENESS:

The cost proposals for this bid ranged from \$75,532 to \$193,540. El Sol's cost proposal of \$90,400 per region, or \$271,200 for a countywide implementation of this program, was determined to be reasonable and in-line with the budgeted cost to provide this type of service. El Sol's bid was ranked as the lowest cost in one region, and third lowest cost in the other two regions. The other two lower cost bidders did not demonstrate a full understanding of the program requirements. In FY 10/11 and subsequent Fiscal years, the annual agreement amount will be \$271,200.

FINANCIAL IMPACT:

There are sufficient funds in the Department's FY 2010/11 budget for these services. No additional County funds are required.

PERIOD OF PERFORMANCE:

This agreement is effective from July 1, 2010 through June 30, 2011, and may be renewed annually up to four (4) additional years, subject to the availability of funds.

PROFESSIONAL SERVICE AGREEMENT

for

Promotores(as) de Salud Mental

between

COUNTY OF RIVERSIDE

and

EL SOL NEIGHBORHOOD EDUCATIONAL CENTER



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This Agreement, made and entered into this _____ day of _____, 2010, by and between EL SOL NEIGHBORHOOD EDUCATIONAL CENTER, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2011, with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$271,200 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Department of Mental Health
Mental Health Services Act, Cultural Competency
ATTN: Myriam Aragon, Mental Health Services Manager
PO Box 7549
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

MENTAL HEALTH DEPARTMENT
ATTN: Myriam Aragon
P.O. Box 7549
Riverside, CA 92513

CONTRACTOR

EL SOL NEIGHBORHOOD EDUCATIONAL CENTER
ATTN: Alexander Fajardo
P.O. Box 449
San Bernardino, CA 92402

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, 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 in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

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

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

MENTAL HEALTH DEPARTMENT
P.O. Box 7549
Riverside, CA 92513

CONTRACTOR:

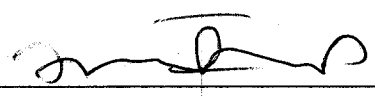
EL SOL NEIGHBORHOOD EDUCATIONAL CENTER
P.O. Box 449
San Bernardino, CA 92402

Signature: _____

Print Name: Marion Ashley

Title: Chairperson, Board of Supervisors

Dated: _____

Signature:  _____

Print Name: Alexander Fajardo

Title: Executive Director

Dated: 5/24/10

**EXHIBIT A
SCOPE OF SERVICES**

El Sol Neighborhood Educational Center on behalf of the Riverside County Department of Mental Health is establishing a Promotores(as) de Salud Mental Program to address the needs of our culturally diverse Latino community(ies). This program is designed to provide temporary, short term supports, information on mental health topics, and assistance on how to navigate the mental health system. The Promotores(as) de Salud Mental will conduct educational presentations and perform community outreach activities addressing Prevention and Early Intervention needs to groups and individuals within community organizations such as schools, churches, etc. on a weekly basis.

PROGRAM GOALS AND OBJECTIVES

The goals of the Promotores(as) de Salud Mental Program are to establish a collaboration and partnership between the Riverside County Department of Mental Health and key community leaders from the Latino population, identified as Promotores(as); promote awareness of mental health topics and resources to Latino communities; increase access to needed services including Prevention and Early Intervention programs; and to provide supervision and ongoing training to support the community-based work of the Promotores(as) and assist them with developing/enhancing their relationship with the community they serve.

GEOGRAPHICAL LOCATION OF SERVICES

In addition to an administrative office located at 7598 Wood Road, Riverside, CA 92508, the contractor has a regional office in each of following geographical locations within the County of Riverside where the services must be provided:

1. **Western Region: 5473 Mission Boulevard, Riverside, CA 92509**

The Western Region serves Riverside, Jurupa, Moreno Valley, Corona, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Western Region as possible. All areas within the Western Region are eligible for services through the Promotores(as) de Salud Mental Health Program.

2. **Mid-County Region: 371 Wilkerson Avenue, Perris, CA 92570**

The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, Temecula, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible. All areas within the Mid-County Region are eligible for services through the Promotores(as) de Salud Mental program.

3. **Desert Region: 91-275 66th Avenue, Mecca, CA 92254 & 14201 Palm Drive, Desert Hot Springs, CA 92240**

The Desert Region serves areas east of Moreno Valley, including all cities and surrounding unincorporated areas found between Banning/Beaumont and the Arizona state line. Cities include, but are not limited to, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La

Quinta, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to provide accessibility to as many areas in the Desert Region as possible. All areas within the Desert Region are eligible for services through the Promotores(as) de Salud Mental program.

TARGET POPULATION TO BE SERVED

The target population of the Promotores(as) de Salud Mental program is the Latino community and is inclusive of all ages, who are at risk of the development of mental health problems. The expected number of unique individuals served monthly is projected to be approximately 1500 unduplicated individuals countywide (500 unduplicated individuals in each region). The annual projection is to reach approximately 18,000 unduplicated individuals countywide (6,000 unduplicated individuals in each region).

STAFFING/PROMOTORES(AS), RESPONSIBILITIES, QUALIFICATIONS

Contractor, shall ensure that the following staffing/Promotores(as) requirements, which include, but are not limited to the following, are met:

1. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
2. Ensure that staff have training in and/or experience working with individuals and/or families in the areas of mental health, substance abuse, domestic violence, crisis intervention, and know how to utilize/access community resources, support groups and self help groups.
3. Ensure that Promotores(as) possess the ability to provide culturally competent services to ethnically and culturally diverse populations.
4. Provide administrative, supervisory, and clerical support for Promotores(as).
5. Ensure that Promotores(as) are competent to provide the services necessary. Consumers and/or family members can be considered as Promotores(as), if appropriate.
6. Ensure that all staff and Promotores(as) working with the communities are fingerprinted (Live Scan), and pass DOJ and FBI background checks.

SERVICE DELIVERY REQUIREMENTS

Contractor, shall ensure that the following service delivery requirements, which include, but may not be limited to the following, are met:

1. Participate in an ongoing Countywide Promotores(as) expert workgroup comprised of Community Promotores(as) and Health Promotores(as) agencies that have experience training and working with Promotores(as), in the three county regional areas, representatives from RCDMH, faith-based organizations, ethnic specific providers, community development organizations, etc.

2. Participate in the Promotores(as) expert workgroup to include; identifying the specific needs of the Riverside County Latino communities; review of established Promotores(as) training curriculum from a variety of sources; develop and adopt a 40 hour Promotores(as) Mental Health curriculum designed to train the Promotores(as) about mental health and mental illness, and ensure that training is provided to all of the Promotores(as). The curriculum will include, but not be limited to, the following information about working in the community and mental health related materials:
 - Understanding and identifying warning signs of depression and other mental illness;
 - Suicide;
 - How to help a family member or friend;
 - Addressing stigma associated with seeking mental health care;
 - Education/awareness of available MHSA Prevention and Early Intervention services in their community; and
 - Awareness of additional support services available. Establish a consistent process of recruitment and selection of Promotores(as) to ensure broad representation of the diversity within the Latino community as well as diversity of the regions:
 - Across Age groups
 - Reflective of the Latino's general demographics (e.g., gender, sexual orientation,); and
 - Regional representation.
3. Each Promotor(a) will receive a stipend of fifteen dollars (\$15.00) per hour of service. The hours of service shall be documented and included in the monthly invoice, as described in Exhibit B.
4. Facilitate and coordinate the provision of the 40-hour training that is developed for the Promotores(as). This includes providing an incentive of \$400 for each Promotor(a) that completes the training program. Documentation of the successful completion of the training shall be maintained.
5. As a result of the expert workgroup, develop a Promotores(as) de Salud Mental training binder as well as a flip chart and resource binder to be given to each of the trained Promotores(as). These training resources shall be approved by RCDMH prior to distribution.
6. Provide pre-approved printed materials for use and distribution to community by the Promotores(as).
7. Ensure that Promotores(as) have a current and culturally competent list of local resources. The list of local resources shall be reviewed and approved by RCDMH prior to use or distribution.
8. Ensure that Promotores(as) facilitate approximately 20 outreach presentations per month, per region (totaling approximately 60 per month Countywide). Each presentation will reach a minimum of approximately 25 unduplicated individuals. Presentations will be a minimum of one hour and include an overview of Prevention and Early Intervention programs and printed materials on mental health topics.

- Presentations shall be held at non-traditional mental health settings, non-stigmatizing locations where community members have access and are comfortable. These may include but are not limited to parks, community based organizations, and faith based organizations.
- Each participant will receive a folder with printed information related to the topics being discussed.

Additional community activities may include, but are not limited to:

- Attendance at health fairs to provide written and verbal information on mental health related topics;
 - Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities;
 - Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
9. Provide administrative, supervisory, and clerical support for Promotores(as) de Salud Mental Program activities in each region of the county. These activities will include, but not be limited to, the following:
 - Provide packages of pre-approved materials for presentations;
 - Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
 - Identify additional mental health training needs throughout the community(ies);
 - Facilitate regional 2 hour weekly consultation/presentations for Promotores(as). These weekly regional meetings are designed to provide support for the Promotores(as) and allow for discussion regarding community issues and sharing what is working, as well as barriers. These meetings will allow Promotores to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy. Promotores(as) may be given either the hourly stipend or an alternate incentive for participation in these meetings. Incentives may include, but are not limited to, group meals or gift cards. Incentives can be given per meeting or on a monthly basis.
 10. Coordinate activities and the regional deployment of Promotores(as) de Salud Mental Program activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the Promotores(as) and participants abide by the policies of the venue.
 11. Collaborate with RCDMH to establish Quality Improvement and Monitoring protocols of the Promotores(as) de Salud Mental Activities.
 12. Coordinate and work in partnership with RCDMH Regional Outreach Coordinators in order to effectively identify areas of the county that are unserved/underserved.
 13. The Promotores(as) shall make approximately 10 unduplicated contacts per hour of community outreach service.

DOCUMENTATION OF SERVICES

The contractor shall maintain documentation of all services provided, and any other documentation related to Promotores(as) de Salud Mental program activities. Any documentation created for this contract shall be maintained by the contractor for five (5) years after the contract has ended. These records shall include, but may not be limited to:

1. Expert workgroup sign in sheets that include the participant name, date, time, and location of the meeting. Contractor shall prepare and distribute minutes from each expert workgroup meeting.
2. Promotores(as) training sign in sheets that include the participant name, date, time, and location of the training. Copies of material that was presented/discussed shall be maintained.
3. Provide monthly documentation of each presentation and support group(s) facilitated by a Promotor(a) which will include sign in sheets that capture the participant name, date, time, and location of the presentation. Copies of material that was presented/discussed shall be maintained.
4. Monthly verification forms for each Promotor(a). The forms shall include the name of the Promotor(a), the date of service, name and duration of the event, estimated number of participants, demographic information of participants, list of materials distributed, and the number of contacts per hour for each event..
5. Documentation of outreach efforts on a monthly basis, which may include but not be limited to date, time and location of health fairs or other outreach effort(s).
6. Prior to conducting any Promotores(as) presentations, contractor shall provide RCDMH with a master copy of the training binder; flip chart; and resource binder.
7. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
8. All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.
9. Copies of completed outcome measures.
10. Other requirements as may be determined during the implementation of the Prevention and Early Intervention plan.
11. Data entry into the County Management Information System.

PERFORMANCE OUTCOMES

Outcome measures will be developed in partnership with RCMDH and contractor. Promotores(as) attending the 40 hour training will be administered a pre and post test as well as a satisfaction survey. In addition, contractor will provide satisfaction surveys to participants of all presentations and community activities facilitated by the Promotores(as). The above listed outcome measures will be given to RCDMH for evaluation.

- 1) Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the Promotores(as).
- 2) Eighty percent (80%) of individuals will indicate that the presentation/services assisted them in the awareness of prevention and early intervention, elimination of stigma, and utilization of community resources.
- 3) Outcome reporting as assigned by the State Department of Mental Health and the Mental Health Services Oversight and Accountability Commission will be an additional requirement of awarded contractors.

**EXHIBIT B
PAYMENT PROVISIONS**

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. Contractor shall perform duties described in Exhibit A, then, submit an invoice to COUNTY for services as described the agreement under Section 3. COMPENSATION.

The contract maximum for the Promotores(as) de Salud Mental services shall not exceed \$271,200. The cost breakdown is as follows:

Oversight/Supervision	\$151,500
Operations	\$119,700
TOTAL	\$271,200