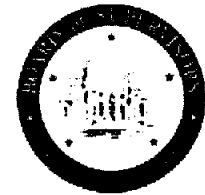


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

233



FROM: Department of Mental Health

SUBMITTAL DATE:
September 14, 2010

SUBJECT: Approve a sole source agreement with Indian Child Welfare Consortium

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve a sole source agreement with Indian Child Welfare Consortium;
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 two evidence-based practice programs to the Native American population, which was identified as a un-served and underserved cultural population countywide. The two programs to be implemented in the Native American communities are: the Incredible Years – SPIRIT adaptation, which provides parent training to strengthen families and promote child academic and social skills and to reduce

JW:KS

Jerry Wengert

Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$256,343	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

FORM APPROVED COUNTY COUNSEL
DATE 9/14/10
BY: MARSHAL VICTOR

Purchasing: *Mark Saller*
Mark Saller, Assistant Director

Policy
 Policy
 Consent
 Consent

Dep't 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

3.59

SUBJECT: Approve a sole source agreement with Indian Child Welfare Consortium

BACKGROUND: (Cont'd)

delinquent behaviors; and Guiding Good Choices, which is a prevention program to provide parents with guidance to strengthen the family bond, set family expectations and teach skills to allow children to resist drug use, avoid trouble, and manage conflict successfully.

On December 21, 2009, the Department of Mental Health, through the Purchasing Department issued Request for Proposal (RFP) #MHARC056 –Building Resilience in Native American Families for Riverside County. The RFP was solicited to over 700 individuals representing traditional and non-traditional service providers throughout California and advertised on the Purchasing Department's website. On February 10, 2010, one (1) bid was received. Contact with other potential bidders was made to find out why they chose not to submit a bid. The responses ranged from the organization did not have enough Native American students in the school district to make a program viable, not enough experience working with Native American communities, to lack of resources to start a new program. The department decided to move forward with evaluating the one bid that was received. The bid was evaluated by a team comprised of four (4) individuals; three (3) from the Department of Mental Health and one (1) from the Inland Empire Health Plan. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that the Indian Child Welfare Consortium proposal is recommended for contract award because of the bidder's proposed program and extensive experience with specialized Native American programs, curriculum and community outreach efforts to this population.

Indian Child Welfare Consortium was established thirty years ago, is a non-profit organization, and their mission is "To protect, preserve and promote American Indian children and families." This local provider has the capacity to serve all three regions, which will allow for continuity of service delivery countywide. Additionally, program oversight and coordination will be provided by a Native American Psychologist, who is known in the targeted communities and has the appropriate experience with the two evidence based practices that are being implemented.

PRICE REASONABLENESS:

The cost proposal for this bid was \$256,343. Since these are new services, the department projected how much it would cost to implement these programs. The amount proposed by Indian Child Welfare Consortium is significantly less than what the department projected would be necessary to implement these programs.

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 the date it is fully approved through June 30, 2011, and may be renewed annually up to four (4) additional years, subject to the availability of funds.

Date: September 7, 2010

From : **Jerry Wengerd, Director**

Department/Agency: **Mental Health Department**

To: Board of Supervisors

Via: Purchasing Agent

Subject: Request for Sole Source Procurement

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

Supply/Service being requested: *Two evidence based practices (Incredible Years – SPIRIT and Guiding Good Choices) to prevent the development of mental health problems in families of the Native American communities of Riverside County.*

Vendor being requested: *Indian Child Welfare Consortium*

Alternative vendors that can or might be able to provide supply/service: *None*

Extent of market search conducted: *Notification of RFP#056 was sent to approximately 700 individuals.*

Unique features of the supply/service being requested from this vendor, which no alternative vendor can provide: *No specific features are unique. Some of the reasons prospective bidders cited for not submitting a proposal for the services include: Not enough Native American students in the school district to make program viable, not enough staff available to provide the service, lack of experience/resources in working with the Native American communities, not enough resources to start a new program, services did not apply to their organization.*

Reasons why my department requires these unique features and what benefit will accrue to the county: *Indian Child Welfare Consortium has extensive experience and a long history of working with the Native American population and developing culturally adapted programs. The program oversight will be provided by a Native American Psychologist who developed the SPIRIT adaptation to the Incredible Years Program. This company has already developed a culturally adapted Guiding Good Choices program. This company has established itself in Native American communities for approximately 30 years.*

Price Reasonableness: *The department estimated the cost to implement these evidence based practices into the targeted communities at almost double of what the cost proposal from Indian Child Welfare Consortium was estimated to be.*

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? *No. Services are competitively bid prior to recommending an award.*




Department Head Signature

9-7-10

Date

Purchasing Department Comments

Approve Approve with Condition/s Disapprove



Purchasing Agent

9-7-10

Date

PROFESSIONAL SERVICE AGREEMENT

for

Native American Project

between

COUNTY OF RIVERSIDE

and

INDIAN CHILD WELFARE CONSORTIUM



For scanning

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This Agreement, made and entered into this ____ day of _____, 2010, by and between INDIAN CHILD WELFARE CONSORTIUM, (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 seven (7) pages at the prices stated in Exhibit B, Budget, 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, Budget and Exhibit C, Payment and Reimbursement. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$256,343 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) working 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: Janine Moore, Mental Health Services Supervisor
PO Box 7549
Riverside, CA 92513-7549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement account number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of services provided by 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 of services provided 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, at the rates set forth in Exhibit B and other requirements as stated in Exhibit C.

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. §1210 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: Janine Moore
P.O. Box 7549
Riverside, CA 92513-7549

CONTRACTOR

INDIAN CHILD WELFARE CONSORTIUM
ATTN: Louis Madrigal
29377 Rancho California Road, Suite 200
Temecula, CA 92591

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 92513-7549

Signature: _____

Print Name: Marion Ashley

Title: Chairperson, Board of Supervisors

Date: _____

CONTRACTOR:

INDIAN CHILD WELFARE CONSORTIUM
29377 Rancho California Road, Suite 200
Temecula, CA 92591

Signature:  _____

Print Name: Louis Madrigal

Title: Executive Director

Dated: 9-8-10

FORM APPROVED COUNTY COUNSEL
BY: M. Victor 9/9/10
MARSHAL VICTOR DATE

EXHIBIT A SCOPE OF SERVICES

The extensive PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of culturally-tailored parenting services for the Native American population as a priority and necessary intervention in order to prevent the development of mental health problems. The Riverside County Department of Mental Health is establishing a new program to target the Native American population within Riverside County. The PEI Priority Populations to be served are Children/Youth at Risk for School Failure and Children/Youth in Stressed Families. There are two evidence-based practices (Incredible Years – SPIRIT and Guiding Good Choices) to be implemented. Specific outreach, engagement, and linkage services will be to targeted individuals and parents/guardians.

3.1 PROGRAM GOALS

The primary program goals of this project are to increase positive parent child interaction and increase parental confidence. Additional program goals are to increase resiliency and skill development for the Native American population in Riverside County who are most at risk of developing mental health problems. The program will provide services in culturally appropriate settings, incorporating Native American philosophies and traditions. The setting for service delivery will not be traditional mental health settings, and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for Native American families and individuals.

The provider is expected to utilize targeted outreach to engage the Native American community by working within the community and collaborating with schools, community organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with this population.

3.2 TARGET POPULATION CRITERIA

The target population to be served by the evidence-based practice (EBP), Incredible Years (IY) – SPIRIT, is **the parents/ guardians of Native American children (aged 0-11 years)** with the highest risk for the development of mental health problems and who exhibit mild to moderate conduct problems.

The target population to be served by the evidence-based practice (EBP), Guiding Good Choices (GGC), is **the parents/guardians of Native American children (aged 9-14 years)** with the highest risk for the development of mental health problems and may also be at risk for the development of substance abuse.

3.3 GEOGRAPHICAL LOCATION OF SERVICES

CONTRACTOR will provide services for this population across the County. The physical location(s) in which services will be provided may include multiple locations, including in-home services, in order to address access issues for program participants. Native American families will be served by this program on reservations, in Native American schools, and/or within the community at large where the families meet the criteria listed in section 3.2.

3.3.1 Western Region

The Western Region serves Riverside, Jurupa, Moreno Valley, Corona, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding areas. Individuals who meet the target population in all areas within the Western Region are eligible for services.

3.3.2 Mid-County Region

The Mid-County Region serves Hemet, San Jacinto, Perris, Temecula, Lake Elsinore and other surrounding areas. Individuals who meet the target population in all areas within the Mid-County Region are eligible for services.

3.3.3 Desert Region

The Desert Region serves areas east of Moreno Valley, including all cities and surrounding areas found between Banning/Beaumont and the Arizona 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. Individuals who meet the target population in all areas within the Desert Region are eligible for services.

3.4 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with the Riverside County Department of Mental Health (RCDMH), local school districts including Native American schools, community organizations, non-profit organizations, youth recreation services, criminal justice/diversion programs, local faith-based organizations, leaders within Native American communities, and the RCDMH Ethnic and Cultural Leader(s). In addition, CONTRACTOR is expected to meet the following general program requirements:

3.4.1 Facilities

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, schools, faith-based organizations, libraries, community centers, and in-home services.
- b. The facility must have space for groups of parents to attend the identified programs.
- c. Space must be available for on-site childcare during the time services are offered to parents.
- d. The facility must be in compliance with any applicable state and local laws and requirements.
- e. Facility must have space to store confidential information in a locked space.

3.4.2 Programs

- a. The Building Resilience in Native American Families Project consists of two evidence-based practices: Incredible Years – SPIRIT and Guiding Good Choices.
- b. All license eligible staff providing services shall be provided under the supervision of a licensed clinical staff member (licensed Psychologist, LMFT, and/or LCSW).
- c. There is no charge to the program participants.

3.5 PROGRAM DESCRIPTION

The Department of Mental Health is offering mental health prevention services to the Native American community in all three geographical (Western, Mid-County and Desert) regions of the County. Services to the Native American community shall be planned and delivered to ensure region-wide access by members of this Underserved Cultural Population.

3.5.1 General Program Type

The two evidence-based practices included in this project are described below:

3.5.1.1 Incredible Years – SPIRIT adaptation

The Incredible Years (IY), an evidence-based program, is a set of comprehensive, multi-faceted, and developmentally based curricula targeting children and their parents/guardians. The parent training intervention focuses on strengthening parenting competencies and fostering parents' involvement in children's school experiences to promote children's academic and social skills and reduce delinquent behaviors. Evidence based adaptations must include incorporation of skills linked to Native American traditions, beliefs, and values. The expected number of parents

served annually is projected to be 60 countywide or approximately 20 individuals per region.

The CONTRACTOR will provide this service in a group format as stated by the Incredible Years Program. Providers may also offer to provide this program in home as a part of an evidenced based adaptation to the IY Program. Providers of this program must understand the Native American communities. Providers are required to have a minimum of two years experience working with children, and experience with parenting skills and family interactions (this may include being a parent, working with families as a health care provider, social worker, teacher, or parent educator). An educational course in child development is required (credited course and educational background in counseling desirable).

3.5.1.2 Guiding Good Choices (GGC)

GGC is a prevention program that provides parents/guardians of children in grades 4 through 8 (9-14 years old) with the knowledge and skills needed to guide their children through early adolescence. It seeks to strengthen and clarify family expectations for behavior, enhance the conditions that promote bonding within the family, and teach skills that allow children to resist drug use successfully. Due to historical trauma within Native American populations, substance abuse is inextricably linked with the development of mental health disorders. Adaptations include incorporation of skills linked to Native American traditions, beliefs, and values. This family group intervention is a five-session curriculum that addresses preventing substance abuse in the family, setting clear family expectations regarding drugs and alcohol, avoiding trouble, managing conflict, and strengthening family bonds. Sessions are interactive and skill based, with opportunities for parents/guardians to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. All participant family guides will be provided by RCDMH. Parent groups shall have a minimum of 12 parents/guardians per group. Groups are 5-week cycles and will be offered for 3 cycles per region per year. The expected number of unduplicated individuals served annually is projected to be 108 countywide or approximately 36 per region.

CONTRACTOR will provide services in non-stigmatizing, community-based locations. CONTRACTOR must ensure providers of this program understand the Native American communities. CONTRACTOR understands that there are no

minimum educational requirements, however, providers must have experience with parenting skills and family interactions (this may include being a parent, working with families as a health care provider, social worker, teacher, or parent educator).

3.5.2 Staffing, Responsibilities, Qualifications

CONTRACTOR shall ensure that the following staffing requirements, which include, but are not limited to the following are met:

- 3.5.2.1 Hire staff who are culturally and ethnically representative of the ethnic and gender characteristics of the individuals being served.
- 3.5.2.2 Ensure the provision of culturally competent services.
- 3.5.2.3 All staff funded for this project must attend and successfully complete the initial training(s) for the portions of the project that is their responsibility. RCDMH will coordinate and fund staff trainings for: The Incredible Years and the SPIRIT adaptation, and Guiding Good Choices.
- 3.5.2.4 Ensure that service providers meet the minimum training/experience required to implement the program(s) as previously described.
- 3.5.2.5 Provide administrative, supervisory, and clerical support for the program.
- 3.5.2.6 Comply with fidelity measurements required by the evidence-based practices.
- 3.5.2.7 Provide outcome measurements to all program participants as outlined in section 3.8.
- 3.5.2.8 Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- 3.5.2.9 Ensure that personnel are competent and qualified to provide the services necessary.

3.5.3 Service Delivery Requirements

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

- 3.5.3.1 Services provided by this project are for the Native American communities within Riverside County with the highest risk of developing mental health problems.
- 3.5.3.2 Services provided must utilize the culturally adapted evidence-based practices listed in section 3.5 of this document.
- 3.5.3.3 Services to be provided in group, family, and individual formats as prescribed by the individual evidence-based practice.

3.5.3.4 Collaborative efforts and partnerships are encouraged to meet service delivery requirements.

3.5.3.5 CONTRACTOR will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the evidenced based practices. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBPs.

3.6 REGULATORY COMPLIANCE

CONTRACTOR shall:

3.6.1 Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.

3.6.2 Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.

3.6.3 Submit monthly documentation to RCDMH as outlined by RCDMH.

3.6.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

3.7 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the State Department of Mental Health and the Riverside County Department of Mental Health.

These records shall include, but are not limited to:

3.7.1 Documentation of participants, dates, and locations in the Incredible Years – SPIRIT and Guiding Good Choices programs. Copies of material that is presented/discussed. This may include assessment and/or screening documentation, as well as contact notes.

3.7.2 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH along with monthly invoices. This monthly report shall summarize contractor activities.

3.7.3 All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.

3.7.4 Copies of completed outcome measures, to be provided upon request.

3.7.5 Other requirements may be determined as the Prevention and Early Intervention Plan is implemented.

3.7.6 Data entry into the County Management Information System.

3.7.7 Copy of RCDMH's Fiscal approved annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report. CONTRACTOR shall comply with RCDMH and State Department of Mental Health regulations

3.8 PERFORMANCE OUTCOMES

RCDMH will coordinate with evidence-based practice model guidelines and fidelity measurements to determine the required outcome measures to be utilized and monitored for this project. Outcome reporting as assigned by the State Department of Mental Health and the Mental Health Services Oversight and Accountability Commission may become an additional requirement.

3.9 DISASTER PREPAREDNESS

The Contractor shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

3.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

**EXHIBIT B
BUDGET**

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 monthly to COUNTY for services as described the agreement under Section 3. Compensation, with additional provisions stated in Exhibit C, Payment and Reimbursement.

The contract maximum for the Building Resilience in Native American Families services shall not exceed \$256,343. The cost breakdown is as follows:

WESTERN REGION	\$81,753
Incredible Years – SPIRIT program	\$62,234
Guiding Good Choices	\$19,519
MID-COUNTY REGION	\$73,979
Incredible Years – SPIRIT program	\$54,874
Guiding Good Choices	\$19,105
DESERT REGION	\$100,611
Incredible Years – SPIRIT program	\$80,336
Guiding Good Choices	\$20,275
TOTAL	\$256,343
Incredible Years – SPIRIT program	\$197,444
Guiding Good Choices	\$ 58,899

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: INDIAN CHILD WELFARE CONSORTIUM

PROGRAM NAME: PEI - NATIVE AMERICAN PROJECTS

DEPARTMENT ID: 4100221239-74720

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$256,343 for services provided as described in Exhibit A, subject to availability of Federal, State, and local funds. The Exhibit B specifies funding for Contract Services.

B. BUDGET:

The Exhibit B represents the budgetary details for program implementation and contains the reporting unit (RU) and/or Department Identification (DeptID) number, each budgeted service category, and the maximum obligation.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of contracted services provided that services are entered into the COUNTY approved data collection system(s), no later than the fifth (5th) working day of each month, for the prior month. Late entry of services into the data collection system may result in financial and/or service disallowances.
2. CONTRACTOR will submit a claim for services monthly on their stationery, which must include at a minimum the CONTRACTOR'S name, claim mailing address and telephone number, and attach a summary report identifying the units of service provided for the month and the amount invoiced. The claim must be approved and signed by the Director or authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Regional Administrator/Manager of the

COUNTY'S Department of Mental Health, no later than the fifteenth (15th) working day of each month.

3. Monthly reimbursements may be withheld at the discretion of the Director or designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Program Monitoring and/or Cost Report process.
4. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) working days after the date the claim is received by the applicable COUNTY Program/Region.
5. The final year-end settlement shall be based on the actual allowable cost of services provided, less revenue collected and shall not exceed the maximum obligation of the COUNTY as specified herein.

D. REALLOCATION OF FUNDS:

CONTRACTOR may not, under any circumstances and without prior approval and/or written consent from the Regional Administrator/Program Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds between services categories as designated in the Exhibit B. Approval shall not exceed the total maximum obligation for the fiscal year.

E. RECOGNITION OF FINANCIAL SUPPORT:

CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

F. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies for each Reporting Unit (RU) number and/or Department Identification (DeptID) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46) calendar days following the end of each fiscal year (June 30), the expiration or termination of the contract, which ever occurs first. The Cost Report shall detail the actual cost of services provided to include staff time accounting. The Cost Report shall be provided in the format and on forms provided by the COUNTY. Final payment to

CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this agreement.

2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost between COUNTY and non-COUNTY programs.
3. CONTRACTOR shall send one representative to the training held by COUNTY regarding preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date and time of the training. Attendance at the training is necessary in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment. CONTRACTOR is required to report by maximum obligation type, all expenditures, revenues, and when applicable, units by mode. Detailed instructions on the preparation of the Cost Reports are provided at the training.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors which are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadline extensions will immediately result in the withholding of future monthly reimbursements.
5. A cost report shall be submitted as required by WIC 5718 (c) and shall include a reconciliation of payments to CONTRACTOR and all revenue received by CONTRACTOR.
6. Current and/or future contract service payments to CONTRACTOR may be withheld by the COUNTY until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

G. 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 years' Agreement(s).
2. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action 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 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 previous years' Agreement(s) may result in contract payment withholding and/or a disallowance to be paid in full upon demand.
3. If this contract is terminated in accordance with Section 5, Termination, 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.
4. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreements(s) in subsequent years.

H. **BANKRUPTCY:**

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify County's Department of Mental Health's Fiscal Services Unit, by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit, in writing of such. The CONTRACTOR shall submit a properly prepared Cost Report in accordance with the requirements and deadlines set forth in Section F before final payment is made.

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