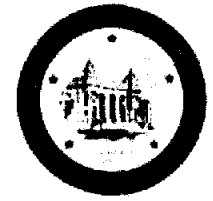


FORM APPROVED COUNTY COUNSEL  
 BY: Marshall Victor  
 MARSHAL VICTOR  
 DATE: 10/21/10

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

564



**SUBMITTAL DATE:**  
 October 21, 2010

**FROM:** Department of Mental Health

**SUBJECT:** Agreement with Operation Safehouse

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve the agreement with Operation Safehouse;
2. Authorize the Chairman of the Board to sign the agreement;
3. Authorize the Purchasing Agent to enter into amendment(s) staying within 10% of the contract maximum; and,
4. Authorize the Purchasing Agent to annually renew the 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 peer-to-peer services to transitional age youth (TAY), which was identified through the community planning process. On March 11, 2010, the Department of Mental Health through the Purchasing Department issued Request for Proposal (RFP) # MHARC-057, Transition Age Youth Peer-to-Peer Services.  
 (continued pg. 2)

JW:KS

Jerry Wengerd  
 Jerry Wengerd, Director  
 Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 161,904	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

<b>SOURCE OF FUNDS: 100% State</b>	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

Dept't Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.32 of 01/26/10 | District: 1, 2, 4 & 5 | Agenda Number:

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.35

**SUBJECT:** Agreement with Operation Safehouse

**BACKGROUND: (Cont'd)**

The RFP was solicited to over 700 providers representing traditional and non-traditional services throughout California, and was advertised on the Purchasing Department's website. On April 21, 2010, three (3) proposals were received. The proposals were evaluated by a team comprised of five (5) individuals from the Department of Mental Health. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that the proposals from Operation Safehouse for the western and desert regions were the most cost efficient and responsive to the RFP.

The target regions where services will be offered are the western and desert regions of Riverside County. The services include outreach and engagement efforts to runaway, foster, lesbian, gay, bi-sexual, transgender and questioning transition age youth (TAY) and TAY transitioning into college. Additionally, youth speaker bureaus will be utilized to educate at-risk youth and the community about mental health, depression and suicide issues. The TAY speaker bureaus will educate, reduce stigma about mental illness and build resiliency and coping skills to TAY.

**PRICE REASONABLENESS:**

Best and final offers were requested and received from all three providers. Operation Safehouse offered the lowest bid at \$80,016 for services in the western region and \$81,888 for services in the desert region. Although it was requested to provide services in all three regions, the evaluation team found that the cost proposal for the mid-county region was too high and therefore was not offered during this RFP round. If additional funding is secured, services will again be competitively bid for the mid-county region.

**FINANCIAL IMPACT:**

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2010/11 budget for these services. No additional County funds are required.

**PERIOD OF PERFORMANCE:**

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

Contract Id#

**PROFESSIONAL SERVICE AGREEMENT**

for

**TRANSITIONAL AGE YOUTH – PEER-TO-PEER SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**OPERATION SAFEHOUSE**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between OPERATION SAFEHOUSE, (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 \$161,904 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. 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: Janine Moore  
P.O. Box 7549  
Riverside, CA 92513-7549

**CONTRACTOR**

OPERATION SAFEHOUSE  
ATTN: Kathy McAdara  
9685 Hayes St.  
Riverside, CA 92503

**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](http://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

**CONTRACTOR:**

OPERATION SAFEHOUSE  
9685 Hayes St.  
Riverside, CA 92503

Signature: \_\_\_\_\_

Print Name: Marion Ashley

Title: Chairperson, Board of Supervisors

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Kathy McAdara

Title: Executive Director

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: MP Victor 10/20/10  
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 prevention and early intervention needs in the Transition Age Youth (16-25 years old) population at high risk for the development of mental illness in Riverside County. Riverside County Department of Mental Health is establishing a new program to target the Transition Age Youth population within Riverside County. This program includes the provision of peer-to-peer services. Specific outreach, engagement, and linkage services will be to individuals as outlined in section 3.2 below. Collaboration and partnership is encouraged and preferred.

### **3.1 PROGRAM GOALS AND OBJECTIVES**

The primary program goals are to reduce risk factors and improve protective factors for the Transition Age Youth (TAY) population (16-25 years old) in Riverside County in order to reduce the risk of developing mental health problems and to increase resiliency through skill development. This program will provide services in *culturally appropriate settings, incorporating the needs of the target population*. Activities will be situated in de-stigmatizing locations to increase the likelihood of TAY accessing those activities. This will include settings where TAY go who are at high risk of developing mental health problems. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for TAY.

The CONTRACTOR is expected to utilize targeted outreach to engage TAY by working within the community and collaborating with schools including local high schools, colleges and universities, community based organizations, non-profit organizations, social service agencies, faith-based organizations, youth recreation services, 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 is Transition Age Youth (TAY), 16-25 years old, who meet the following criteria:

TAY who:

- Identify as Lesbian, Gay, Bisexual, Transgender, Questioning;
- Are currently in or have been in the foster care system;
- Are transitioning into college; and/or
- Are runaway or homeless youth

### **3.3 GEOGRAPHICAL LOCATION OF SERVICES**

Services will be provided in the following regions within the County of Riverside in the target communities identified below:

#### **3.3.1 Western Region**

The target communities identified for the Western Region are: Rubidoux, East Side Riverside, Arlanza, and Moreno Valley.

### **3.3.2 Desert Region**

The target communities identified for the Desert Region are: Coachella Valley, Desert Hot Springs, and Eastside Banning.

## **3.4 GENERAL PROGRAM REQUIREMENTS**

CONTRACTOR is expected to work cooperatively with the Riverside County Department of Mental Health (RCDMH), DTQI Providers, schools, including local high schools, colleges and universities, community based organizations, non-profit organizations, social service agencies, faith-based organizations, youth recreation services, and other individuals, groups, and/or services that have the trust of and connection with this population in order to address the program goals as outlined in Section 3.1.

### **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, and community centers that are located within the targeted communities.
- b. The facility must have space for groups of youth and their families to participate in support groups and/or awareness/informational groups.
- c. The facility must be in compliance with any applicable state and local laws and requirements.
- d. The facility must have space to store confidential information in a locked space.

### **3.4.2 Programs**

- a. Individuals may participate in all or some of the services offered.
- b. Peer-to-Peer services will be delivered by TAY who are reflective of the population they are outreaching to and will be paid a stipend of ten dollars (\$10.00) per hour of service to perform the duties as described in section 3.5.1 of this RFP.
- c. CONTRACTOR is required to develop a working agreement with providers of the Depression Treatment Quality Improvement (DTQI) evidence-based program for TAY. Providers of DTQI will be identified by RCDMH. RCDMH will assist with the development of the working agreement. It is expected for programs that are located in the same region will agree to coordinate referrals to and/or from one program to the other as appropriate for individual participants.
- d. There will be no charge to the program participants.

## **3.5 PROGRAM DESCRIPTION**

RCDMH is seeking to offer prevention services for the Transition Age Youth population who meet the criteria identified in Section 3.2 in the geographical (Western and Desert) regions of the County. Services to this population should be planned and delivered to ensure access to the targeted areas described in Section 3.3.

### **3.5.1 General Program Type**

#### **3.5.1.1 Peer-to-Peer Services**

This prevention service utilizes TAY who reflect the population they will be serving to provide formal and informal outreach, informal counseling, and support/informational groups to at-risk youth and their families. The target youth are described in Section 3.2. The youth providing peer-based services will be paid a stipend of ten dollars (\$10.00) per hour of service. Outreach activities include going to locations frequented by the at-risk youth they are targeting to discuss and promote healthy lifestyles and relationships, deliver literature on risk reduction of mental illness, and provide referrals for mental health and other services as needed. The Peer-to-Peer services will also be a referral source for Depression Treatment Quality Improvement (DTQI) for those TAY who are identified as potentially meeting service criteria. This project will utilize youth speaker's bureaus to outreach and educate at-risk youth and the community-at-large of the unique issues each group of identified at-risk youth experience as they relate to mental health and interpersonal issues. Additional outreach to local school districts, including high schools, colleges, universities, Gay/Straight Alliances, social service agencies, transition age youth and their families, and the community-at-large with the purpose of educating the public about mental health, depression, and suicide, which is a critical component of this prevention service. The speaker's bureau is intended to educate, reduce stigma about mental illness, and build resiliency in TAY at high risk for the development of mental health problems.

It is expected that services will be offered in each of the two regions in the targeted communities identified. Approximately 250 individuals per month, per region will receive Peer-to-Peer Services for a total of approximately 3000 individuals per region, per year.

### **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 individuals being served.

3.5.2.2 Ensure the provision of culturally competent services.

3.5.2.3 Provide administrative, supervisory, and clerical support for the program.

3.5.2.4 Provide outcome measures to all program participants as outlined in section 3.8.

3.5.2.5 Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.

3.5.2.6 Ensure that personnel are competent and qualified to provide the services necessary.

3.5.2.7 Ensure the following job descriptions are filled:

a.) Peer Coordinator:

The Peer Coordinator is a staff with a Bachelor's Degree or higher (qualifying experience may substitute for Bachelor's Degree) and some background in child development.

The Peer Coordinator is an individual with an understanding of the experiences and needs of the target population(s) as identified in this RFP and who has experience working with TAY and their families.

The Peer Coordinator will select and supervise the TAY Peer Service Providers.

The Peer Coordinator will develop and oversee the outreach activities of the TAY Peer Service Providers as listed below.

The Peer Coordinator will build and maintain relationships with local school districts including high schools, colleges and universities, community organizations, non-profit organizations, social service agencies, youth recreation services, and local faith-based organizations.

The Peer Coordinator will collaborate with the RCDMH identified providers of DTQI services to ensure an effective referral process both to and from each program.

b.) TAY Peer Service Providers:

TAY Peer Service Providers are youth ages 16-25 years old who will work for a stipend of ten dollars (\$10.00) per hour of service to provide the following services under the training and supervision of the Peer Coordinator:

Formal outreach: Go to locations frequented by the target TAY population(s) to discuss and promote healthy lifestyles and relationships and deliver appealing informational literature on risk reduction of mental illness and provide referrals to services; provide formal presentations to groups of TAY, family members, and the community at large.

Organize social events for the target TAY population(s) where healthy lifestyles can be promoted (dances, video parties, picnics, discussion groups).

Facilitate Peer-led Groups: 2-hour meetings of a small group of TAY used to raise awareness of mental health issues and decrease misunderstanding and stigma among youth. The groups will provide the TAY with skill-building/coping exercises, opportunities to practice the skills, assistance with healthy decision-making, the development of healthy self-image, and other issues/topics that are unique to the target TAY population.

Informal outreach: Providing information at large events such as health fairs and discuss general wellness topics with their friends as opinion leaders.

Work with TAY to develop an ongoing marketing campaign for the peer-to-peer services that are available. This includes developing youth-oriented advertisement for the program using word of mouth, local newspapers, and connections with existing youth services in the community including schools and community based organizations.

Convene peer-led, one-time discussion groups.

Provide resources, referrals, linkage and follow-up for the target TAY and their families.

### **3.5.3 Service Delivery Requirements**

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

- 3.5.3.1 Provide the services listed in Section 3.5.1 to the Transition Age Youth as defined in Section 3.2 of this RFP.
- 3.5.3.2 Recruit TAY Peer Service Providers that are reflective of the TAY to which they are providing services.
- 3.5.3.3 Each TAY Peer Service Provider will receive a stipend of ten dollars (\$10.00) per hour of service.
- 3.5.3.4 CONTRACTOR will develop and facilitate the provision of a training that is developed for the TAY Peer Service Providers. The training will include such information as public speaking, sharing personal experiences, group dynamics, referral processes, and accessing crisis assistance. Training curriculum may be developed in conjunction with RCDMH and CONTRACTOR must have RCDMH approval prior to training.
- 3.5.3.5 Provide printed materials as needed for use by the TAY Peer Service Providers.
- 3.5.3.6 Ensure that TAY Peer Service Providers have a current and culturally competent list of local resources.
- 3.5.3.7 In collaboration with RCDMH, develop a working agreement with local providers of DTQI as identified by RCDMH to include protocols for making referrals and consultation with DTQI Mental Health Clinicians.
- 3.5.3.8 Provide specific outreach activities that will engage the targeted TAY.
- 3.5.3.9 Ensure that TAY Peer Service Providers provide presentations 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.

3.5.3.10 Provide administrative, supervisory, and clerical support for the TAY Peer Service Providers.

These activities will include, but not be limited to, the following:

- Provide packages of materials for presentations as needed;
- Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
- Provide individual and/or group supervision for the TAY Peer Service Providers as needed. These meetings are designed to provide support and allow for discussion regarding community issues and sharing what is working as well as barriers.

3.5.3.11 Coordinate activities of the TAY Peer Service Providers, e.g., assisting with set up of presentations within the community and ensuring that the TAY Peer Service Providers and participants abide by the policies of the venue.

3.5.3.12 Collaborate with RCDMH to establish Quality Improvement and Monitoring protocols of the TAY Peer Service Providers.

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

3.5.3.14 The CONTRACTOR Peer Coordinator and/or TAY Peer Service Providers will participate in regular meetings coordinated and facilitated by RCDMH related to the implementation of Peer-to-Peer services. These meetings are designed to assist with collaboration with other providers and in addressing any potential barriers to implementation.

### **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**

The CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. 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 Provide monthly documentation of each presentation and support group facilitated by the TAY Peer Service Providers which will include sign in sheets that include the date, time, and location of the presentation. Copies of material that was presented/discussed.
- 3.7.2 Documentation of outreach efforts on a monthly basis, which may include but not be limited to date, time, location of outreach activities, e.g. schools, and number of individuals reached.
- 3.7.3 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- 3.7.4 All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.
- 3.7.5 Copies of completed outcome measures, to be provided upon request.
- 3.7.6 Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- 3.7.7 Data entry into ImageNet, the County Management Information System.
- 3.7.8 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**

Outcome measures will include satisfaction surveys and pre and post questionnaires that will be developed in conjunction with RCDMH. 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.

### **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 for new program contractors. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with 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 Transition Age Youth, Peer-to-Peer services shall not exceed \$161,904. The cost breakdown is as follows:

<b>WESTERN REGION</b>	<b>\$80,016</b>
Oversight	\$37,274
Phase I: Recruitment & Training	\$ 5,400
Phase II: Implementation	\$23,800
Administrative Costs	\$ 7,620
Operating Costs	\$ 2,472
Start-up Costs	\$ 3,450
<b>DESERT REGION</b>	<b>\$81,888</b>
Oversight	\$37,274
Phase I: Recruitment & Training	\$ 5,400
Phase II: Implementation	\$23,800
Administrative Costs	\$ 7,620
Operating Costs	\$ 4,344
Start-up Costs	\$ 3,450
<b>TOTAL</b>	<b>\$161,904</b>

EXHIBIT C  
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: OPERATION SAFEHOUSE  
PROGRAM NAME: PEI-TAY PEER-TO-PEER SERVICES  
DEPARTMENT ID: 41002xxxx-74720

A. **MAXIMUM OBLIGATION:**

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$161,904. This includes \$155,004 for services provided as described in Exhibit A and \$6,900 for start-up costs associated with implementing this program, subject to availability of Federal, State, and local funds. The Exhibit B specifies funding for Contract Services and Start-up.

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. The Exhibit B also includes the amount of start-up funding necessary to get the program implemented.

C. **REIMBURSEMENT:**

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12<sup>th</sup>) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12<sup>th</sup> amount of contracted services provided that services are entered into the COUNTY approved data collection system(s), no later than the fifth (5<sup>th</sup>) 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 (15<sup>th</sup>) working day of each month.

3. **START UP COST REIMBURSEMENTS:**

- a. Items to be purchased through Start Up funds are to be pre-approved by the COUNTY prior to purchase. CONTRACTOR will submit a request for purchase to the Program Manager or designee. This request shall include estimated cost, justification for purchase, and proof of price reasonableness.
- b. CONTRACTOR will be paid in arrears based upon the actual cost of pre-approved items up to the maximum Start Up cost obligation. CONTRACTOR will submit a claim on their stationery to include proof of cost. Claims shall be submitted to the appropriate Program or Regional Manager of the County's Department of Mental Health, no later than the tenth (10<sup>th</sup>) day of each month. Claims shall be submitted separately from the claim for Contract Client Services.

4. 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.

5. 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.

6. 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. FURNISHINGS AND EQUIPMENT:**

1. **APPROVAL FOR PURCHASE**

Any equipment or furnishings are required to be approved by the COUNTY in writing prior to making purchase. Any equipment or furnishings not approved by the COUNTY prior to purchase shall not be reimbursed to the CONTRACTOR by the COUNTY either as a start up or operating cost at any time.

2. **OWNERSHIP**

Equipment and furnishings purchased through this Agreement are the property of the COUNTY. Procedures provided by the COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.

3. **INVENTORY**

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

4. **DISPOSAL**

Approval must be obtained from the COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from the COUNTY.

5. **CAPITAL ASSETS:**

- a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by the COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is the CONTRACTOR'S responsibility to ensure compliance with these requirements.
- b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of the COUNTY as determined by the Director or designee: (1) transferred to the COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

**E. 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 Start-up funds and funds between services categories as designated in the Exhibit B. Approval shall not exceed the total maximum obligation for the fiscal year.

**F. 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.

**G. 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.

**H. 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.

I. **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 G before final payment is made.

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Rev. 08/24/10 RB