

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

964



FROM: Department of Mental Health

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Approve the Professional Services Agreement with Lake Elsinore Unified School District for FY 2010/2011.

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

1. Approve the FY 2010/2011 Professional Services Agreement between Lake Elsinore Unified School District (LEUSD) and Riverside County Department of Mental Health (RCDMH);
2. Authorize the Chairman of the Board to sign the Professional Services Agreement; and
3. Authorize the Riverside County Purchasing Agent to increase and decrease this agreement up to 10% of the approved agreement amount; and to annually renew and sign ministerial amendments for this Agreement through June 30, 2015.

BACKGROUND: In early 2010, the Riverside County Department of Mental Health (RCDMH) applied for Proposition 10 grant funding from the Riverside County Commission on Families and Children, First 5 (F5R) in order to provide mental health services as a part of its proposed Mental Health Initiative (MHI) Project entitled "SET-4-School". As a result of the RCDMH's grant application in collaboration with Lake Elsinore Unified School District (LEUSD), the RCDMH was awarded Proposition 10, F5R funding to provide the "Set-4-School" mental health services throughout the County of Riverside. (Continued on Page 2)

JW:kja

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 396,001	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Prop. 10 / First 5 Riverside Grant Funding	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FOR CLERK OF SUPERVISORS COUNTY COUNSEL
 BY: *Ann M. Miller* 12/2/10
 Purchasing Agent
 Department of Administrative Services
 Mark Seiler, Assistant Director
 Dept't Recomm.: Consent
 Per Exec. Ofc.: Consent

SUBJECT: Approve the Professional Services Agreement with Lake Elsinore Unified School District for FY 2010/2011.

BACKGROUND (Continued):

Under RCDMH's MHI Project, RCDMH's "SET-4-School" project will provide a comprehensive continuum of early identification (screening), early intervention, and treatment services designed to promote social competence and decrease the development of disruptive behavior disorders among school aged children between the ages of 0-5. The "Set-4-School" project model delivery system has been modified to focus on evidence-based, mental health interventions so that potential stigma associated with needing and subsequently receiving mental health services is minimized. "SET-4-School" will leverage existing relationships with various school districts in order to focus on and reduce conduct spectrum disorders often seen in classrooms. RCDMH's reduction in conduct spectrum disorders through the "Set-4-School" project will include working directly with the school district families, as well as working with community-based organizations (CBO's) that collaborate with school districts with the goal of promoting and supporting school readiness for young children.

Lake Elsinore Unified School District (LEUSD), as the "model" school district identified and used in RCDMH's MHI will be provided with funding to cover a school based, School District Coordinator and related costs, to implement, manage and oversee the "SET-4-School" project activities in various school districts, and to facilitate and manage community-based organizations contract for early intervention services. RCDMH's and LEUSD's "Set-4-School" partnering school districts include Nuview Unified School District, Perris Elementary School District, and Riverside Unified School District. The community-based organizations that will also assist in implementing the "Set-4-School" project include Victor Community Support, Carolyn E. Wylie Children's Center and Catholic Charities. Therefore, the RCDMH is requesting that the Chairman of the Board of Supervisors sign the agreement between the RCDMH and the LEUSD to implement the Set-4-School program as awarded through F5R funding.

PERIOD OF PERFORMANCE:

The period of performance for this agreement will be from July 1, 2010 to June 30, 2011, and may be renewed annually through June 30, 2015 upon availability of applicable County, State and/or Federal funds. This agreement has a termination provision that may be exercised if funding ever becomes unavailable for the rendering of "Set-4-School" services.

FINANCIAL IMPACT:

The total contract agreement amount for FY 2010/2011 is \$396,001. The rates for this service agreement were negotiated and established during the RCDMH's grant application submission to the Riverside County Commission on Families and Children, F5R, and have been deemed as the industry standard for this model.

JUSTIFICATION FOR DELAY:

The RCDMH recently received funding for the provision of services under the LEUSD agreement from the Riverside County Commission on Families and Children, F5R, and is now prepared to go to the Board of Supervisors for approval.

PROFESSIONAL SERVICE AGREEMENT

for

SET-4-SCHOOL PROGRAM

between

COUNTY OF RIVERSIDE

and

LAKE ELSINORE UNIFIED SCHOOL DISTRICT



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This Agreement, made and entered into this 1STday of JULY 2010, by and between LAKE ELSINORE UNIFIED SCHOOL DISTRICT, (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 three pages at the prices stated in Exhibit B, Payment Provisions, consisting of one pages.

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 THREE YEARS, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$396,001 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. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

- 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; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the

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

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

9. Independent Contractor

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment,

and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

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

DEPARTMENT OF MENTAL HEALTH
769 BLAINE ST., STE. A
RIVERSIDE, CA 92507
ATTN: CHRIS HOME

CONTRACTOR

LAKE ELSINORE UNIFIED SCHOOL DISTRICT
545 CHANEY ST.
LAKE ELSINORE, CA 92530
ATTN: FRIEDA BRAND

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:

DEPARTMENT OF MENTAL HEALTH
769 BLAINE ST., STE. A
RIVERSIDE, CA 92507

CONTRACTOR:

LAKE ELSINORE UNIFIED SCHOOL
DISTRICT
545 CHANEY ST.
LAKE ELSINORE, CA 92530

Signature: _____

Signature: Frank W. Passarella

Print Name: Marion Ashley

Print Name: Dr. Frank W. Passarella

Title: Chairman, Board of Supervisors

Title: District Superintendent

Dated: December 14, 2010

Dated: 6-24-2010

ATTEST:
KECIA HARPER-IHEM, Clerk

BY _____

FORM APPROVED COUNTY COUNSEL
BY: Larisa R-Mckenna 5/24/10
LARISA R-MCKENNA DATE

EXHIBIT A SCOPE OF SERVICE

BACKGROUND

The Riverside County Commission on Families and Children, First 5 Riverside awarded funding to the Riverside County Department of Mental Health for a Mental Health Initiative (MHI) project, entitled, "SET-4-School."

Riverside County Department of Mental Health's (DoMH) "SET-4-School" project will provide a comprehensive continuum of early identification (screening), early intervention, and treatment services designed to promote social competence and decrease the development of disruptive behavior disorders among children 0-5.

The program will be implemented through partnerships with select school district including Lake Elsinore, Perris, Nuvview, and Riverside.

Other community partners may include Victor Community Support, Carolyn E Wylie Children's Center, and Catholic Charities within those same high risk geographical areas served by school district including surrounding communities that may exist between districts.

Specially trained personnel will be hired to work within select districts to implement evidence-based mental health programs where pre-kindergarten; Head Start/Early Head Start or State Preschool programs are available

"SET-4-School" is a program derived from the most successful components of several programs combined to create a comprehensive continuum of information and supportive services that foster social competence by preventing, identifying and treating disruptive behavior disorders.

This model delivery system has been modified to focus on evidence-based mental health interventions so that potential stigma is minimized.

SET 4 School will leverage existing relationships school districts have established, to focus on and reduce conduct spectrum disorders often seen in classrooms. This will include working directly with the families as well as with the community-based organizations (CBO's) that collaborate with districts toward supporting school readiness for young children.

SCOPE OF WORK

The Lake Elsinore Unified School District (LEUSD) as a "model" school district through it's experience with the SNAP project will be provided funding for a School based School District Coordinator and related costs, to implement, manage and oversee the SET-4-School activities in the school districts and to facilitate and manage CBO contracts (See EXHIBIT C - CBO contract scope of work template) for early intervention services.

The LEUSD "Districts' Coordinator" and support staff duties/functions and anticipated outcomes includes the following:

1. Supports establishing SET 4 School programs in each participating district including:

- a. flow charts;
 - b. job/duty descriptions – these will be supplemental roles that can augment existing district staff who are available to assist with project implementation;
 - c. Establishing a Child Study Team
2. Provides technical assistance and oversight for each districts’ SET 4 School project that cannot support a local coordinator including:
- a. Identifying specific characteristics of Conduct Spectrum Disorders
 - b. Implementing a system to prioritized identified children and families.
 - c. Establishing a process to make and track children referred to various community and MHI resources.
 - d. Orients each district to the reporting requirements of the MHI
 - e. Helps to establish district working relationships with CBO providers contracted for Early Intervention Services.
 - f. Provides tours of SNAP/SET 4 School program in LEUSD as a model and working example of implementation.
3. Provides consultation to the SNAP project and develops accommodation to support and implement SET 4 School to supplement but not duplicate existing school based programs including:
- a. Ensures SNAP targets are met as identified in the current F5R contract
 - b. Implements and/or provides access to add the following SET 4 School components:
 - i. Distribute Educational Campaign materials as these are developed.
 - ii. Provide for families to “self-refer” to the various program components of the MHI.
 - iii. Triple P Level 3 – tip sheets with referrals to CBO when additional anticipatory guidance would be helpful and/or requested by families.
 - iv. Facilitates families needing/requesting additional treatment resources as appropriate, using Prop 10 funded services as a last resort.
 - v. Continues to provide TX space on-site for PCIT.
4. Participates and supports contract¹ development, oversight, and training for CBO’s that participate by providing:
- a. Linkage between districts and CBO providers
 - b. Helps to negotiate contracts for services with CBO providers
 - c. Provides access to training resources as these become available as well as oversight to ensure services are provided by staff trained in either or both Triple P, Level 3 and Incredible Years, Parenting Group.
 - d. Provides cross linkages as necessary when families that received CBO services need or want access to the TX. resources of the MHI provided by DMH and/or other county services a family is eligible to receive, reserving Prop 10 funded services for those without alternative means to participate in meaningful interventions.
5. Anticipated Outcomes:
- a. Each participating district (Lake Elsinore, Perris, Nuvview, and Riverside) will at a minimum have the following:
 - 1. An identified a district contact who, with consultation from the District’s Coordinator, will modify SET 4 School materials to meet each local district’s needs and requirements.

¹ These contracts would be executed through LEUSD to preserve district control over the CBO selection process, but reimbursement to contractors will be confirmed by way of reporting requirements set by and reported to DMH and approved by F5R, which in turn will trigger payments through LEUSD for supported services provided.

2. A Child Study Team will have been established and schedule to meet regularly or an exiting study team will include identification of children potentially with Conduct Spectrum Disorder.
3. The District's Coordinator will support the identification process in each district and will attend at minimum one Child Study Team per district, per quarter or more frequently as needed/requested.
4. The District's Coordinator will be available to meet with school districts administrators and staff or be available by phone for technical assistance and problem solving as needed.
5. The District's Coordinator will participate in quarterly meetings with districts and DMH to review, support and monitor SET 4 School implementation progress.
6. District's Coordinator will offer and conduct onsite presentations of SNAP/SET 4 School programs twice a year or more frequently as needed or requested.
7. District's Coordinator will oversee contract development with CBO's and monitor to ensure that referral and service targets are being approximated, and report to DMH when corrective plans are needed.

The following list is only tentative because we have not been able to enter into detailed discussions with all potential participants without a funding agreement in place with F5R. With that said, the following CBO's and districts are identified as leading potential partners in the DMH plan for the Mental Health Initiative:

1. School Districts:
 - a. Lake Elsinore Unified School District
 - b. Perris Elementary School District
 - c. Nuview Union School District
 - d. Riverside Unified School District

2. Community Based Organization – Mental Health Providers:
 - a. Victor Community Support
 - b. Carolyn E. Wylie Children' Center
 - c. Catholic Charities

**EXHIBIT B
PAYMENT PROVISIONS**

In consideration of the services rendered, the COUNTY agrees to pay to the CONTRACTOR an amount not to exceed \$396,001. Billable expenses will be based on eligible staff time and related expenses and costs associated with the Community Based Organization (CBO's). The billings will include the related salary and benefits, operational costs, additional administrative support and CBO costs. Billings will reflect actual costs by line item as identified in EXHIBIT D – LEUSD BUDGET.

The CONTRACTOR shall submit invoices to RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH, FISCAL UNIT, P.O. Box 7549, 4095 County Circle Drive, Riverside, CA 92503, ATTN: Caroline Agcaoili

The CONSULTANT may bill monthly, no later than the 15 days after the end of the calendar month. The final billing will be provided no later than July 15, 2010.

Upon request, the CONTRACTOR may request an initial advance payment for up to three months (1/4) of the budgeted funds and may be disbursed at the commencement of the contract. Subsequent disbursements will be reconciled and paid based on actual program expenditures, and a projection of those expenses through the next quarter, minus funds already paid or in process.

EXHIBIT C
COMMUNITY BASED ORGANIZATION (CBO's) CONTRACT TEMPLATE

Lake Elsinore Unified School District as a Sub-contractor with County of Riverside, Department of Mental Health (DOMH)
And
XXX CBO

Date: ____/____/____

As a Sub-Contractor and in Collaboration with Lake Elsinore Unified School District and Riverside County, Department of Mental Health to participate in the SET 4 School project (First 5 Riverside, Mental Health Initiative) in the following ways:

1. Will participate in distribution of Primary Prevention educational campaign materials that are adapted from evidenced-based Triple P (Positive Parenting Program) templates, and will make these materials generally available in places of business open to the public, and during staff orientation, meetings and employee development activities.
2. Incorporate recommended Early Identification of social-emotional issues using screening tools as a part of program outreach and intake activities including: Devereux Early Childhood Assessment (DECA); Ages and Stages – Social Emotional (ASQ-SE) and/or
 - a. Participate in developing “referral triggers” for existing screening tools such as the Desired Results, Developmental Profile, (DRDP-R) and/or
 - b. Accept staff training during regularly scheduled staff development efforts that support community and family self-referrals that accurately identify and guide children and caregivers, when formal screening is not possible, recommended or desirable, to appropriate interventions.
3. XXX CBO will hire or assign appropriate clinical and support staff to implement specific aspects of this initiative with a particular focus on Early Intervention. The funded and dedicated project staff will:
 - a. Regularly attend local educational agency (LEA) Child Study Team (CST) meetings for the following purposes, including but not limited to:
 - Identify families meeting eligibility program requirements, and qualify parents and children for services as may be funded and available to them for both in-house and community programs.
 - Support family linkages to eligibility based services as clinically and fiscally indicated, reserving Prop 10 funds only for families not meeting program eligibility requirements.
 - Receive and respond to referrals for short term early interventions as funded by the project, and not otherwise available to families in other eligibility funded community services.
 - Report early interventions outcomes to the CST as needed and required
 - b. Adopt evidence-based approaches or interventions informed by evidence-based models of Early Intervention as recommended, including but not limited to:

- Incredible Years, Parenting Group
 - Triple P (Positive Parenting Program) Level 3
 - Provide supports and services to families participating in IY, Parenting Group or Triple P Level 3 up to 4 hours as needed – request up to two (2) additional hours to complete services to families as clinically indicated and justified.
 - Record each individual service provided including:
 - a. Family Name
 - b. Zip Code
 - c. Service Provided
 - d. Number of Services Provided
 - e. Location of Where Services are Provided (clinic, school, home, other)
 - f. Minute of Service Provided by date (include and specify documentation and reporting time)
 - c. Provide notice and justification when requesting to use alternative early interventions that meet similar practice standards as are recommended under this initiative when these are not clinically indicated, feasible or otherwise available.
4. XXX CBO staff will participate in data collection requirements that may be subject to change over the course of the funded project to meet DOMH and Commission reporting standards.
 5. Project staff will establish and follow generally acceptable accounting methods to ensure budget expenditures and service units provided are controlled and meet all audit standards and reporting requirements as will be specified by a Memorandum of Understanding, (MOU).

As funding becomes available, and allocations are reviewed and approved by First 5 Riverside (Commission), under the Prop 10 Mental Health Initiative, the items listed above represents minimum expectations as a partner agency delivering comprehensive services of this initiative represented by Primary Prevention, Early Identification, Early Intervention, and Treatment components.

(It is understood that the template is subject to change and refinement, as the program and the CBOs' roles are further defined)

EXHIBIT D - FY10/11 LEUSD Budget Detail

4/28/10 2010-2011 SET 4 SCHOOL

Emp #	Employee	Position	Program	Site	Hire Date	Wk Hrs	%	Rge/Step	Hrly Rate	Hours	Days	MO	VA	Longev	Annual	STRS	321K	322K	331X	332X	333X	35XX	36XX	38XX	Total	
	Liz Walters	Director	Set 4 School	HAC	6/3/2006	8:00-4:30	100%	1-5	40.690	8	222				71,910.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,910.24
	Lynne Woods	Acct Clerk	Set 4 School	CFS	4/12/2008	7:00-4:00	35%	47-3	19.344	8	246	15	12		14,782.99	1,388.97	1,031.27	913.41	1,042.70	213.62	3,767.75	44.20	310.85	1,517.31	22,402.46	
		Clerk III	Set 4 School	HAC											30,000.00										30,000.00	
		Teacher X Duty	Set 4 School	HAC											4,000.00	377.12	280.00	248.00	56.00	56.00	0.00	12.00	84.40	84.40	5,059.52	
		Para Ed X	Set 4 School	HAC											3,500.00	329.98	245.00	217.00	50.75	50.75	0.00	10.50	73.85	73.85	4,427.88	
		Custodian X Duty	Set 4 School	HAC											1,000.00	94.28	70.00	62.00	14.50	14.50	0.00	3.00	21.10	21.10	1,264.88	
		Child Sup Asst	Set 4 School	HAC											5,000.00	471.40	350.00	310.00	72.50	72.50	0.00	15.00	105.50	105.50	6,324.40	
															130,142.63	5,932.59	1,976.27	1,750.41	1,452.07	0.00	14,532.75	300.43	2,113.01	0.00	160,861.91	
															30,719.28											
															180,861.91											
															235,139.00											
															386,000.81											

Category	Amount
Total Salaries	130,142.63
Total Benefits	30,719.28
Total Personnel	180,861.91
Operational Expense	235,139.00
Grand Total	386,000.81

Category	Amount
Instructional Supply	1,000.00
Office Supply	2,139.00
Custodial	820.00
Equipment (Under 1,000-4,000)	3,000.00
Equipment (Over 1,2100-4,000)	
Food	1,500.00
Conferences	
Mileage	5210
Rent/Lease/Repair	5840
Postage	5775
Other Services	5800
Construction	6400
Consultant	225,000.00
Phone	2,000.00
	235,139.00

Position	Amount
Director	71,910.24
Acct Tech	14,732.99
Clerk 1	0.00
Teacher X	4,000.00
Para Ed X	3,500.00
Custodian	1,000.00
Child Sup As	5,000.00
	130,142.63
	5,932.59
	1,976.27
	1,750.41
	1,452.07
	0.00
	14,532.75
	300.43
	2,113.01
	0.00
	160,861.91