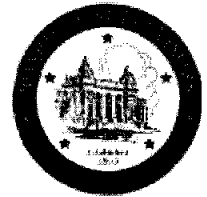


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

639



FROM: Department of Mental Health

SUBMITTAL DATE:

February 16, 2011

SUBJECT: Approve Professional Services Agreements with Oasis Rehabilitation Center, Inc. and Family Service Association

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Professional Service Agreements with Oasis Rehabilitation Center, Inc. and Family Service Association;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreements;
3. Authorize the Riverside County Purchasing Agent to increase, decrease, and amend these Agreements up to 10% of the total contract maximum for each Agreement; and,
4. Authorize the Riverside County Purchasing Agent to annually renew these Agreements through June 30, 2014.

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, Agenda Item 3.32, Riverside County Department of Mental Health (RCDMH) sought proposals to provide early intervention for trauma and substance abuse for transition age youth and adult populations. The community planning process identified these services.

(continued pg. 2)

Jerry Wengerd

 Jerry Wengerd, Director of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 149,911	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100% State MHSA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Debra Cournoyer

 Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Mark Sailer* 7/23/11
 Departmental Concurrence - N/A
 Purchasing: *Mark Sailer, Assistant Director*
 ep't Recomm.: Consent Policy
 er-Exec. Ofc.: Consent Policy

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

PREV.AGN.REF: 1/26/10, 3.32 DIST: ALL AGENDA NUMBER:

3.38

SUBJECT: Approve Professional Services Agreements with Oasis Rehabilitation Center, Inc. and Family Service Association

BACKGROUND: (Cont'd)

On March 31, 2010, RCDMH, through the Riverside County Purchasing Department, issued Request for Proposal (RFP) # MHARC-060, Early Intervention for Trauma – Seeking Safety. The goal is to reduce the harmful effects of trauma for individuals most at risk for mental health problems. This program is designed for Transition Age Youth (ages 16-25) and Adults (ages 18-59) to receive early intervention services through the use of an Evidence-Based Practice (EBP) called Seeking Safety. Three geographical (Western, Mid-County and Desert) regions of Riverside County will benefit from this service.

The RFP was solicited to organizations representing traditional and non-traditional service providers throughout Riverside County and advertised on the Purchasing Department's website. On May 12, 2010, eight (8) bids were received. The bids were evaluated by a team of five (5) individuals from the RCDMH. After consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that Oasis Rehabilitation Center, Inc. and Family Service Association were the most responsive to the RFP. Both Oasis Rehabilitation Center, Inc. and Family Service Association clearly understood the requirements of the RFP and proposed to implement the Seeking Safety model effectively. The other six (6) proposals did not provide adequate information or specific strategies to achieve the goal. It is recommended for contracts to be awarded to Oasis Rehabilitation Center, Inc. and Family Service Association.

PERIOD OF PERFORMANCE:

These agreements are effective from the date of approval by the Board of Supervisors through June 30, 2012, and may be renewed annually up to two (2) additional years, subject to availability of funds.

FINANCIAL IMPACT:

The Agreement amounts for the two successful bidders to provide PEI services are as follows: Oasis Rehabilitation Center, Inc. at \$61,062 for FY 2010/2011 and \$122,124 for FY 2011/2012; and Family Services Association at \$88,849 for FY 2010/2011 and \$177,698 for FY 2011/2012. 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.

PRICE REASONABLENESS:

The proposals for this bid ranged from \$88,849 to \$242,875. To implement these programs, Oasis Rehabilitation Center's proposal of \$122,124 for the Desert Region and Family Service Association's proposal of \$88,849 for the Mid-county Region and \$88,849 for the Western Region were the lowest cost proposals within the budgets to provide these services.

PROFESSIONAL SERVICE AGREEMENT

for

**EARLY INTERVENTION FOR TRAUMA:
SEEKING SAFETY**

between

COUNTY OF RIVERSIDE

and

FAMILY SERVICE ASSOCIATION



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This Agreement, made and entered into this ____ day of _____, 2011, by and between FAMILY SERVICE ASSOCIATION, (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 six (6) pages at the prices stated in Exhibit B, Budget, consisting of one (1) page. Exhibits A, B, and C are incorporated herein by this reference.
- 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

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012 with the option to renew for two (2) 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, Reimbursement & Payment. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$ 266,547 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** Services provided by CONTRACTOR pursuant to this Agreement, shall receive monthly reimbursement based upon Exhibit B cost breakdown divided by 1/12th and not to exceed the maximum obligation of the COUNTY as specified herein.
- 3.3** 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.
- 3.4** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR no later than the fifteenth (15th) working day of each month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. 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, Prevention and Early Intervention
ATTN: Janine Moore, PEI Coordinator
3801 University Ave. Suite 400
Riverside, CA 92501

- 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; Account number: (insert Dept ID#);

quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be submitted monthly in arrears and shall include documentation to substantiate purchases.

3.5 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 is 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 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 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.

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, PEI Coordinator
3801 University Ave., Ste 400
Riverside, CA 92501

CONTRACTOR

FAMILY SERVICE ASSOCIATION
ATTN: Veronica Dover, COO
21250 Box Springs Rd. Suite 212
Moreno Valley, CA 92557

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) 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.

23.11 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.

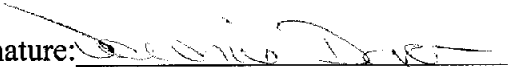
COUNTY:

MENTAL HEALTH DEPARTMENT
Mental Health Services Act-Administration
3801 University Ave. Suite 400
Riverside, CA 92501

CONTRACTOR:

FAMILY SERVICE ASSOCIATION
21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

Signature: _____

Signature: 

Print Name: Bob Buster

Print Name: Veronica Dover

Title: Chairperson, Board of Supervisors

Title: Chief Operating Officer

Dated: _____

Dated: 2/15/11

FORM APPROVED COUNTY COUNCIL
BY:  2/23/11
LANCIA R-MCKENNA DATE

EXHIBIT A
SCOPE OF SERVICE

CONTRACTOR NAME: Family Service Association
PROGRAM NAME: Early Intervention for Trauma: Seeking Safety
DEPARTMENT ID: TBD

1. PROGRAM GOALS AND OBJECTIVES

- a. The primary goals of this program are to reduce the duration and harmful effects of trauma for individuals most at risk of developing mental health problems as a result of traumatic experiences. Two different populations, Transition Age Youth (TAY) and Adults, are to receive early intervention services through the use of an evidence-based practice (EBP). This will result in increased resiliency and development of coping strategies for program participants and reduce the need for ongoing services within the mental health system. The program will be provided in culturally appropriate settings, incorporating the needs of the target population. Activities will be situated in de-stigmatizing locations to increase the likelihood of the identified populations accessing those activities which will include settings where TAY and adults typically go. 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 both TAY and adults.
- b. The provider is expected to utilize targeted outreach to engage TAY and adults by working within the community and collaborating with community organizations, non-profit organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with these populations.

2. TARGET POPULATION CRITERIA

- a. There are two groups to be served using the identified EBP Seeking Safety:
 - i) TAY, 16-25 years, with a priority to the following un-served and underserved cultural populations: Lesbian, Gay, Bisexual, Transgender,

Questioning; Hispanic; African-American; Native-American; and/or Asian/Pacific Islander.

- ii) Adults, 26 years and older, with a priority to the following un-served and underserved cultural populations: Lesbian, Gay, Bisexual, Transgender, Questioning; Hispanic; African-American; Native-American; and/or Asian/Pacific Islander.
- b. Who are diagnosed with Post-Traumatic Stress Disorder (PTSD) or those with a trauma history who do not meet criteria for PTSD and have a history of substance abuse and/or substance dependence and meet criteria to receive services through Seeking Safety.

3. GEOGRAPHICAL LOCATION OF SERVICES

Services must be provided in the Western and Mid-County regions within the County of Riverside. The target communities for these regions include:

- a. Western Region - Rubidoux, Eastside Riverside, Casablanca, Arlanza and Moreno Valley.
- b. Mid County Region - Lake Elsinore, Perris, San Jacinto, Winchester, and Romoland.

4. GENERAL PROGRAM REQUIREMENTS

Work cooperatively with the Riverside County Department of Mental Health (RCDMH), community based organizations, non-profit organizations, social service agencies, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with the populations listed above in Section 2.

- a. Facilities
 - i) Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, schools, colleges, universities, community-based organizations, faith-based organizations, libraries, and community centers that are located within the targeted communities.
 - ii) The facility must provide confidential space for small group and/or individual early intervention services.
 - iii) The facility must be in compliance with any applicable state and local laws and requirements, including ADA.

- iv) The facility must have space to store confidential information in a locked space. Record retention must adhere to confidentiality requirements.
- b. Programs
 - i) Early Intervention for Trauma: Seeking Safety will utilize the evidence-based early intervention program Seeking Safety as described in Section 5.
 - ii) The EBP Seeking Safety will be provided by a team of two paraprofessional staff with a Bachelor-level or higher degree in the social services field. Providers should have a general understanding of Cognitive-Behavioral Therapy principles, group processes, substance-related issues, and trauma symptoms/responses.
 - iii) There will be no charge to the program participants.

5. **GENERAL PROGRAM TYPE**

- a. **Seeking Safety** - This program is a present focused, coping skills program designed to simultaneously help individuals with a history of trauma and substance abuse. It is a manualized, flexible program that is adaptable to various populations and settings. It has been conducted in group or individual format and for female, male or mixed gender groups. The treatment's 25 topics are evenly divided among cognitive, behavioral, and interpersonal domains, with each addressing a safe coping skill relevant to both disorders.
- b. Services will be offered in the targeted communities within the contracted geographic region(s) identified. A minimum of 210 TAY participants and a minimum of 210 Adult participants will receive Seeking Safety per year in each region.

6. **STAFFING, RESPONSIBILITIES, QUALIFICATIONS**

- a. Ensure that personnel are competent and qualified to provide the services necessary.
- b. Hire staff who are culturally and ethnically representative of the individuals being served.
- c. Ensure the provision of culturally competent services; this may include providing translation and interpreting service as needed.

- d. CONTRACTOR and supervisory staff must attend and satisfactorily complete the initial training(s) for Seeking Safety which will be coordinated and funded by RCDMH. CONTRACTOR will receive the Seeking Safety Provider Manual and any additional materials required by the trainers.
- e. Provide administrative, supervisory, and clerical support for the program.
- f. Comply with fidelity measures required by the EBP.
- g. Provide outcome measures to all program participants as described in Section 10.
- h. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.

7. **SERVICE DELIVERY REQUIREMENTS**

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

- a. Provide services to TAY and Adult populations.
- b. Provide each program participant with copies of handouts as designed in the Seeking Safety Provider Manual.
- c. Provide specific outreach activities that will engage the targeted TAY and Adult populations.
- d. Services are to be provided utilizing the EBP, Seeking Safety.
- e. Services are to be provided in group and individual formats as prescribed by EBP.
- f. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- g. CONTRACTOR will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the EBP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.

8. **REGULATORY COMPLIANCE**

CONTRACTOR shall:

- a. 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.

- b. Participate in the RCDMH annual contract monitoring as well as more frequent program review. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- c. Submit monthly documentation to RCDMH as outlined by RCDMH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

9. **DOCUMENTATION OF SERVICES**

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

These records shall include, but are not limited to:

- a. Documentation of individuals participating in the Seeking Safety program. This will include sign in sheets, individual screenings and contact notes.
- b. Copies of material that was presented and discussed.
- c. 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, community centers, and faith-based organizations, and number of individuals reached.
- d. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- e. All records maintained by the contractor on behalf of RCDMH are the property of RCDMH. Records shall be maintained for seven (7) years after the term of this agreement.
- f. Copies of completed outcome measures.
- g. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- h. Data entry into the County Management Information System.
- i. 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.

10. PERFORMANCE OUTCOMES

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

11. 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.

12. 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**

CONTRACTOR NAME: Family Service Association
PROGRAM NAME: Early Intervention for Trauma: Seeking Safety
DEPARTMENT ID: TBD

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 and be paid for performance of duties as outlined in Exhibit A.

Invoicing for services is described in Section 3. COMPENSATION, with additional provisions stated in Exhibit C, REIMBURSEMENT & PAYMENT.

The contract maximum for the Early Intervention for Trauma: Seeking Safety shall not exceed \$266,547. The cost breakdown is as follows:

	FY 2010/2011	FY 2011/2012
Western Region		
Staffing Cost	\$ 35,180.00	\$ 70,360.00
Service Related Expenses	\$ 3,402.00	\$ 6,804.00
Administrative Costs	\$ 5,842.50	\$ 11,685.00
TOTAL	\$ 44,424.50	\$ 88,849.00
Mid County Region		
Staffing Cost	\$ 35,180.00	\$ 70,360.00
Service Related Expenses	\$ 3,402.00	\$ 6,804.00
Administrative Costs	\$ 5,842.50	\$ 11,685.00
TOTAL	\$ 44,424.50	\$ 88,849.00
GRAND TOTAL	\$ 88,849.00	\$ 177,698.00
CONTRACT TOTAL		\$ 266,547

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Family Service Association
PROGRAM NAME: Early Intervention for Trauma: Seeking Safety
DEPARTMENT ID: TBD

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$88,849 and for fiscal year 2011/12 shall be \$177,698 for services provided as described in Exhibit A, subject to availability of Federal, State, and/or local funds. The Exhibit B specifies funding for Contract Services.

B. BUDGET:

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

C. REIMBURSEMENT:

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

approved and signed by the Director or authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Regional Administrator/Manager of the COUNTY'S Department of Mental Health, no later than the fifteenth (15th) working day of each month.

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

D. REALLOCATION OF FUNDS:

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

E. RECOGNITION OF FINANCIAL SUPPORT:

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

F. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies for each Reporting Unit (RU) number and/or Department Identification (DeptID) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46)

calendar days following the end of each fiscal year (June 30), the expiration or termination of the contract, which ever occurs first. The Cost Report shall detail the actual cost of services provided to include staff time accounting. The Cost Report shall be provided in the format and on forms provided by the COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this agreement.

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

6. Current and/or future contract service payments to CONTRACTOR may be withheld by the COUNTY until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

G. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous years' Agreement(s).
2. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous years' Agreement(s) may result in contract payment withholding and/or a disallowance to be paid in full upon demand.
3. If this contract is terminated in accordance with Section 5, Termination, COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
4. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director

of Mental Health against amounts due under this Agreement or Agreements(s)
in subsequent years.

H. BANKRUPTCY:

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

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///Rev. 08/24/10 RB

PROFESSIONAL SERVICE AGREEMENT

for

**EARLY INTERVENTION FOR TRAUMA:
SEEKING SAFETY**

between

COUNTY OF RIVERSIDE

and

OASIS REHABILITATION CENTER, INC.



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This Agreement, made and entered into this ____ day of _____, 2011, by and between OASIS REHABILITATION CENTER, INC., (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 six (6) pages at the prices stated in Exhibit B, Budget, consisting of one (1) page. Exhibits A, B, and C are incorporated herein by this reference.
- 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

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012 with the option to renew for two (2) 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, Reimbursement & Payment. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$183,186 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** Services provided by CONTRACTOR pursuant to this Agreement, shall receive monthly reimbursement based upon Exhibit B cost breakdown divided by 1/12th and not to exceed the maximum obligation of the COUNTY as specified herein.
- 3.3** 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.
- 3.4** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR no later than the fifteenth (15th) working day of each month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. 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, Prevention and Early Intervention
ATTN: Janine Moore, PEI Coordinator
3801 University Ave. Suite 400
Riverside, CA 92501

- 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; Account number: (insert Dept ID#);

quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be submitted monthly in arrears and shall include documentation to substantiate purchases.

3.5 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 is 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 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 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.

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, PEI Coordinator
3801 University Ave., Suite 400
Riverside, CA 92501

CONTRACTOR

OASIS REHABILITATION CENTER, INC.
ATTN: Peter Zucker, CEO
47-915 Oasis Street
Indio, CA 92201

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) 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.

23.11 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
Mental Health Services Act-Administration
3801 University Ave., Suite 400
Riverside, CA 92501

Signature: _____

Print Name: Bob Buster

Title: Chairperson, Board of Supervisors

Dated: _____

CONTRACTOR:

OASIS REHABILITATION CENTER, INC
47-915 Oasis Street
Indio, CA 92201

Signature:  _____

Print Name: John Weller

Title: Vice President of Finance & CFO

Dated: 2-11-11

FORM APPROVED COUNTY COUNSEL
BY: Jane - K. M. K. DATE: 2/23/11
LARISSA R. MORENO

EXHIBIT A
SCOPE OF SERVICE

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc.

PROGRAM NAME: Early Intervention for Trauma: Seeking Safety

DEPARTMENT ID: TBD

1. PROGRAM GOALS AND OBJECTIVES

- a. The primary goals of this program are to reduce the duration and harmful effects of trauma for individuals most at risk of developing mental health problems as a result of traumatic experiences. Two different populations, Transition Age Youth (TAY) and Adults, are to receive early intervention services through the use of an evidence-based practice (EBP). This will result in increased resiliency and development of coping strategies for program participants and reduce the need for ongoing services within the mental health system. The program will be provided in culturally appropriate settings, incorporating the needs of the target population. Activities will be situated in de-stigmatizing locations to increase the likelihood of the identified populations accessing those activities which will include settings where TAY and adults typically go. 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 both TAY and adults.
- b. The provider is expected to utilize targeted outreach to engage TAY and adults by working within the community and collaborating with community organizations, non-profit organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with these populations.

2. TARGET POPULATION CRITERIA

- a. There are two groups to be served using the identified EBP Seeking Safety:
 - i) TAY, 16-25 years, with a priority to the following un-served and underserved cultural populations: Lesbian, Gay, Bisexual, Transgender,

Questioning; Hispanic; African-American; Native-American; and/or Asian/Pacific Islander.

ii) Adults, 26 years and older, with a priority to the following un-served and underserved cultural populations: Lesbian, Gay, Bisexual, Transgender, Questioning; Hispanic; African-American; Native-American; and/or Asian/Pacific Islander.

b. Who are diagnosed with Post-Traumatic Stress Disorder (PTSD) or those with a trauma history who do not meet criteria for PTSD and have a history of substance abuse and/or substance dependence and meet criteria to receive services through Seeking Safety.

3. GEOGRAPHICAL LOCATION OF SERVICES

Services must be provided in the Desert region within the County of Riverside. The target communities for this region include: Coachella Valley, Mecca, Eastside Banning, Indio, North Palm Springs, Desert Hot Springs, Cathedral City and Blythe.

4. GENERAL PROGRAM REQUIREMENTS

Work cooperatively with the Riverside County Department of Mental Health (RCDMH), community based organizations, non-profit organizations, social service agencies, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with the populations listed above in Section 2.

a. Facilities

i) Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, schools, colleges, universities, community-based organizations, faith-based organizations, libraries, and community centers that are located within the targeted communities.

ii) The facility must provide confidential space for small group and/or individual early intervention services.

iii) The facility must be in compliance with any applicable state and local laws and requirements, including ADA.

iv) The facility must have space to store confidential information in a locked space. Record retention must adhere to confidentiality requirements.

- b. Programs
 - i) Early Intervention for Trauma: Seeking Safety will utilize the evidence-based early intervention program Seeking Safety as described in Section 5.
 - ii) The EBP Seeking Safety will be provided by a team of two paraprofessional staff with a Bachelor-level or higher degree in the social services field. Providers should have a general understanding of Cognitive-Behavioral Therapy principles, group processes, substance-related issues, and trauma symptoms/responses.
 - iii) There will be no charge to the program participants.

5. **GENERAL PROGRAM TYPE**

- a. **Seeking Safety** - This program is a present focused, coping skills program designed to simultaneously help individuals with a history of trauma and substance abuse. It is a manualized, flexible program that is adaptable to various populations and settings. It has been conducted in group or individual format and for female, male or mixed gender groups. The treatment's 25 topics are evenly divided among cognitive, behavioral, and interpersonal domains, with each addressing a safe coping skill relevant to both disorders.
- b. Services will be offered in the targeted communities within the contracted geographic region(s) identified. A minimum of 210 TAY participants and a minimum of 210 Adult participants will receive Seeking Safety per year in each region.

6. **STAFFING, RESPONSIBILITIES, QUALIFICATIONS**

- a. Ensure that personnel are competent and qualified to provide the services necessary.
- b. Hire staff who are culturally and ethnically representative of the individuals being served.
- c. Ensure the provision of culturally competent services; this may include providing translation and interpreting service as needed.
- d. CONTRACTOR and supervisory staff must attend and satisfactorily complete the initial training(s) for Seeking Safety which will be coordinated and funded by

RCDMH. CONTRACTOR will receive the Seeking Safety Provider Manual and any additional materials required by the trainers.

- e. Provide administrative, supervisory, and clerical support for the program.
- f. Comply with fidelity measures required by the EBP.
- g. Provide outcome measures to all program participants as described in Section 10.
- h. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.

7. **SERVICE DELIVERY REQUIREMENTS**

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

- a. Provide services to TAY and Adult populations.
- b. Provide each program participant with copies of handouts as designed in the Seeking Safety Provider Manual.
- c. Provide specific outreach activities that will engage the targeted TAY and Adult populations.
- d. Services are to be provided utilizing the EBP, Seeking Safety.
- e. Services are to be provided in group and individual formats as prescribed by the EBP.
- f. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- g. CONTRACTOR will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the EBP. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.

8. **REGULATORY COMPLIANCE**

CONTRACTOR shall:

- a. 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.
- b. Participate in the RCDMH annual contract monitoring as well as more frequent program review. Any associated RCDMH Manager, Supervisor, or their

Designee, with proper identification, shall be allowed to enter and inspect the facility.

- c. Submit monthly documentation to RCDMH as outlined by RCDMH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

9. DOCUMENTATION OF SERVICES

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

These records shall include, but are not limited to:

- a. Documentation of individuals participating in the Seeking Safety program. This will include sign in sheets, individual screenings and contact notes.
- b. Copies of material that was presented and discussed.
- c. 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, community centers, and faith-based organizations, and number of individuals reached.
- d. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- e. All records maintained by the contractor on behalf of RCDMH are the property of RCDMH. Records shall be maintained for seven (7) years after the term of this agreement.
- f. Copies of completed outcome measures.
- g. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- h. Data entry into the County Management Information System.
- i. 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.

10. PERFORMANCE OUTCOMES

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

11. 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.

12. 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**

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc.
PROGRAM NAME: Early Intervention for Trauma: Seeking Safety
DEPARTMENT ID: TBD

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 and be paid for performance of duties as outlined in Exhibit A.

Invoicing for services is described in Section 3. COMPENSATION, with additional provisions stated in Exhibit C, REIMBURSEMENT & PAYMENT

The contract maximum for the Early Intervention for Trauma: Seeking Safety shall not exceed \$183,186. The cost breakdown is as follows:

	FY 2010/2011	FY 2011/2012	
Desert Region			
Staffing Cost	\$46,373	\$92,746	
Service Related Expenses	\$8,638	\$17,276	
Administrative Costs	\$6,051	\$12,102	
TOTAL	\$61,062	\$122,124	
CONTRACT TOTAL			<u><u>\$183,186</u></u>

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc.
PROGRAM NAME: Early Intervention for Trauma: Seeking Safety
DEPARTMENT ID: TBD

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$61,062 and for fiscal year 2011/12 shall be \$122,124 for services provided as described in Exhibit A, subject to availability of Federal, State, and/or local funds. The Exhibit B specifies funding for Contract Services.

B. BUDGET:

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

C. REIMBURSEMENT:

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

approved and signed by the Director or authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Regional Administrator/Manager of the COUNTY'S Department of Mental Health, no later than the fifteenth (15th) working day of each month.

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

D. REALLOCATION OF FUNDS:

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

E. RECOGNITION OF FINANCIAL SUPPORT:

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

F. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies for each Reporting Unit (RU) number and/or Department Identification (DeptID) number, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within forty-six (46)

calendar days following the end of each fiscal year (June 30), the expiration or termination of the contract, whichever ever occurs first. The Cost Report shall detail the actual cost of services provided to include staff time accounting. The Cost Report shall be provided in the format and on forms provided by the COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this agreement.

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

6. Current and/or future contract service payments to CONTRACTOR may be withheld by the COUNTY until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

G. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous years' Agreement(s).
2. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous years' Agreement(s) may result in contract payment withholding and/or a disallowance to be paid in full upon demand.
3. If this contract is terminated in accordance with Section 5, Termination, COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
4. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director

of Mental Health against amounts due under this Agreement or Agreements(s) in subsequent years.

H. BANKRUPTCY:

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

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