

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

433



FROM: Department of Mental Health

SUBMITTAL DATE:
July 12, 2011

SUBJECT: Approve Professional Services Agreement template for Community Capacity Building in all regions of Riverside County.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Professional Services Agreement template, Community Capacity Building with the providers listed in Attachment A;
2. Authorize the Purchasing Agent to sign the agreements using the approved template, up to the aggregate amount of \$884,245; and
3. Authorize the Purchasing Agent to enter into amendments staying within 10% of the aggregate amount; and,
4. Authorize the Purchasing Agent to annually renew the agreements through June 30, 2013.

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, item 3.32, the department sought proposals to enhance agencies ability to provide services which assist individuals at risk of developing mental health problems.
(continued pg. 2)

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA
DATE: 7/12/11
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

JW:MB

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 884,245	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

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
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy
Consent Consent

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

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

3.52

SUBJECT: Approve Professional Services Agreement template for Community Capacity Building in all regions of Riverside County.

BACKGROUND: (Cont'd)

On September 21, 2010, the Department of Mental Health, through the Purchasing Department, issued Request for Proposal (RFP) #MHARC-069 Community Capacity Building. The objective of this available short-term funding is to assist agencies and collaboratives to provide services for individuals and families within the targeted communities. Priority is to be placed on building sustainable agencies whose services impact the general areas identified in the State Prevention and Early Intervention guidelines for the Mental Health Services Act.

PRICE REASONABLENESS:

The RFP was solicited to over 700 individuals representing traditional and non-traditional services providers throughout California and advertised on the Purchasing Department's website. On November 3, 2010, fifteen (15) bids were received. The bids were evaluated by a team comprised of four (4) individuals from the Department of Mental Health. Through an extensive clarification and evaluation process it was determined that the eleven (11) providers on Attachment A were the most responsive to all the elements within the RFP. The other four (4) proposals did not provide adequate information, were not consistent with PEI guidelines, or had insufficient plans for sustainability. It is recommended for a contract to be awarded to the eleven (11) providers identified on Attachment A.

The agencies funded, often through collaboratives with other agencies, provide services and supports to high risk groups such as cancer survivors, rape victims, runaway youth, the homeless, domestic violence victims, gay and lesbian older adults, and high risk families and teens.

The cost proposals for this bid ranged from \$15,453 to \$100,000. The approved provider cost proposals were determined to be reasonable and were in-line with the projected budgeted cost for agency infrastructure, collaboratives and services.

FINANCIAL IMPACT:

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2011/12 budget for these services. No additional County funds are required.

PERIOD OF PERFORMANCE:

This agreement is effective from the date of approval through June 30, 2012, and may be renewed for one additional year, subject to the availability of funds.

ATTACHMENT A

FISCAL YEAR 2011/12

Provider	2011/12
Carolyn E. Wylie Center	\$95,937
Family Services of the Desert	\$34,221
Foundation for Cal State University of San Bernardino	\$100,000
Gilda's Club Desert Cities	\$100,000
Golden Rainbow Senior Center -- SAGE	\$96,629
Oasis Rehabilitation Center	\$99,943
Operation SafeHouse	\$55,000
Path of Life Ministries	\$100,000
Riverside Area Rape Crisis Center	\$15,453
Shelter from the Storm	\$90,392
The Sundance Company	\$96,670
TOTAL	\$884,245

PROFESSIONAL SERVICE AGREEMENT

for

Community Capacity Building

Between

**COUNTY OF RIVERSIDE
Department of Mental Health**

and

CONTRACTOR



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This Agreement, made and entered into this _____ day of _____, 2011, by and between _____, (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 # of pages at the prices stated in Exhibit B, Budget, consisting of # of pages.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective from the date of approval of the Agreement and continue in effect through June 30, 2012, with the option to renew for one (1) year, renewable by written renewal, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation & Reimbursement

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, which represents budgetary details. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$_____, including all expenses, subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of

cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

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

Riverside County Department of Mental Health
Mental Health Services Act (MHSA)
ATTN: Janine Moore, MHSA PEI Coordinator
3801 University Avenue, Suite 400
Riverside, CA 92501

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

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

3.5 Reimbursement or a portion thereof may be withheld at the discretion of the COUNTY Director of Mental Health or designee due to material contract non-compliance, including audit disallowances.

3.6 CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's Community Capacity Building programs shall indicate that funding for the services is provided in

whole or in part by the Riverside County Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

3.7 For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall submit to COUNTY a summary of costs and payments within forty-six (46) calendar days following the end of each fiscal year (June 30), the expiration or termination of the Agreement, whichever ever occurs first to reconcile costs and payments of CONTRACTOR. The final year-end settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of the COUNTY as specified herein. Detailed instruction on the preparation of the summary of costs and payments will be provided by RCDMH.

4. Alteration or Changes to the Agreement

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

4.2 Funds allocated to specific budget categories, as identified in Exhibit B, may not be reallocated to another budget category without prior approval of the Mental Health Services Act Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit. Funds shall not exceed the total maximum obligation for the fiscal year.

4.3 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.
- (c) Submit a summary of costs as described in section 3.7.

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

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 COUNTY may conduct a final audit of CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled.

5.7 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, or entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

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

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

9. **Independent Contractor**

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

10. **Subcontract for Work or Services**

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

11. **Disputes**

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

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second

mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records/Documents and Audits

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

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

CONTRACTOR

DEPARTMENT OF MENTAL HEALTH

ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and

expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

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

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

22. Insurance

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

22.1 Workers' Compensation

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

22.2 Commercial General Liability

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

22.3 Vehicle Liability

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

22.4 Professional Liability Insurance

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

22.5 General Insurance Provisions - All lines

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

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

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

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

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

Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event

that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

23.11 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.

23.12 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.

23.13 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
ATTN: Bill Brenneman
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

EXHIBIT A SCOPE OF SERVICE

1.1 PROGRAM GOALS

The Riverside County Department of Mental Health is implementing a new program to support community capacity building activities, and/or the development of activities which prevent the development of mental health problems, or which support services designed to intervene early in the manifestation of mental health problems, within all the regions of Riverside County. (The objective of this available short-term funding is to assist agencies to provide services for individuals and families within the targeted communities, to build infrastructure, or to establish collaboratives. Priority is to be placed on building sustainable agencies whose services impact the general areas identified in the State Prevention and Early Intervention guidelines.)

CONTRACTOR shall provide outcome measures in accordance with the following **PEI Key Community Mental Health Needs** and **PEI Priority Populations**, which the State has defined through a Stakeholder process:

Key Community Mental Health Needs:

1. **Disparities in Access to Mental Health Services** – PEI efforts will reduce disparities in access to early mental health interventions due to stigma, lack of knowledge about mental health services or lack of suitability of traditional mainstream services.
2. **Psycho-Social Impact of Trauma on All Ages** (This refers to how the trauma is impacting the individual's level of functioning, emotionally and behaviorally.)
3. **At-Risk Children, Youth and Young Adult Population** – PEI efforts will increase prevention efforts and response to early signs of emotional and behavioral health problems among specific at-risk populations.
4. **Stigma and Discrimination** – PEI will reduce stigma and discrimination affecting individuals with mental health problems/illness.
5. **Suicide Risk** – PEI will increase public knowledge of the signs of suicide risk and appropriate actions to prevent suicide.

Priority Populations:

1. **Underserved Cultural Populations** – Those who are unlikely to seek help from any traditional mental health service whether because of stigma, lack of knowledge, or other barriers (such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc.).
2. **Individual Experiencing Onset of Serious Psychiatric Illness** – Those identified by providers, including but not limited to primary health care, as presenting signs of mental illness first break, including those who are unlikely to seek help from any traditional mental health service.
3. **Children/Youth in Stressed Families** – Children and youth placed out-of-home or those in families where there is substance abuse or violence, depression or other mental illnesses or lack of care giving adults (e.g., as a result of serious health condition or incarceration), rendering the children and youth at high risk of behavioral and emotional problems.

4. **Trauma-Exposed** – Those who are exposed to traumatic events or prolonged traumatic conditions including grief, loss and isolation, including those who are unlikely to seek help from any traditional mental health service.
5. **Children/Youth at Risk for School Failure** – Due to unaddressed emotional and behavioral problems.
6. **Children/Youth at Risk of or Experiencing Juvenile Justice Involvement** – Those with signs of behavioral/emotional problems who are at risk of or have had any contact with any part of the juvenile justice system, and who cannot be appropriately serviced through Community Supports and Services programs.

PEI funds can address all age groups. PEI funds **cannot** be used for filling gaps in treatment and recovery services for individuals who have been diagnosed with a mental illness or serious emotional disturbance and their families.

Funding for this agreement shall be as stated in Exhibit B, and shall not exceed \$100,000.

1.2 **PROGRAM DESCRIPTION**

CONTRACTOR shall provide services as specifically stated in Contractor's Proposal, attached hereto as Exhibit A-1 and incorporated herein by this reference. Generally, CONTRACTOR will utilize this one-time funding to help build or support a collaborative, and/or an agency's infrastructure and provide services that can assist individuals at risk of developing mental health problems. RCDMH recognizes that individuals in the community have the knowledge and expertise of what areas are lacking in their communities, but may not have the resources that are needed to address those areas of need. The intent of this funding is to jump start and supplement the resources that are available in Riverside County. Collaborative refers to working with two or more partners on a joint project, which can assist individuals at risk of developing mental health problems. Infrastructure refers to the basic, underlying framework or features of a system or organization. Services refer to the provision of a specific program. It is important to note that, whether collaborative, infrastructure or services, utilization of funding must be related back to prevention and early intervention concerning mental health issues

1.3 **GEOGRAPHICAL LOCATION OF SERVICES**

Services are intended to enhance community capacity with an emphasis in the following priority target communities:

1.3.1 **Western Region**

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

1.3.2 **Mid-County Region**

The target communities identified for the Mid-County Region are: Lake Elsinore, Perris, Winchester, Romoland and San Jacinto.

1.3.3 **Desert Region**

The target communities identified for the Desert Region are: Coachella Valley, Banning, North Palm Springs, and Blythe.

1.4 LENGTH OF FUNDING

Funding may be requested for one or two years, but must be specifically described with a narrative for the use of the funds for each year. Commitments for second year funding will be dependent on CONTRACTOR's satisfactory performance in the first year of funding, and the availability of funding.

1.5 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 1.5.1 Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- 1.5.2 Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- 1.5.3 Submit monthly documentation to RCDMH as outlined by RCDMH.
- 1.5.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

1.6 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the activities and/or services provided through the contract. All confidential information shall be stored in a locked space. 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:

- 1.6.1 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH along with monthly invoices. This monthly report shall summarize contractor activities.
- 1.6.2 If the proposal includes the development and/or support of a collaborative, provide documentation of efforts to engage participants and/or copies of sign-in sheets for each collaborative meeting.
- 1.6.3 If the proposal includes the provision of services, provide documentation of each contact which may include sign-in sheets and contact notes. This will include copies of material that were presented/discussed.
- 1.6.4 All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.
- 1.6.5 Other requirements may be determined as the Prevention and Early Intervention plan is implemented.

1.6.6 Data entry into ImageNet, the County Management Information System, may be required.

1.7 DISASTER PREPAREDNESS

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

1.8 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

RCDMH shall provide technical assistance on an as-needed basis for CONTRACTOR. 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.

1.9 PERIOD OF PERFORMANCE

The period of performance shall be from the date of approval of the Agreement until June 30, 2012, and shall include one renewal option, with a completion date of June 30, 2013; with no obligation by the County of Riverside to purchase any specified amount of services.

**EXHIBIT B
BUDGET**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement up to contract maximum amount of \$ XX,XXX based upon actual costs as follows:

- a. Salary and Benefits per month based upon actual hours worked.
- b. Other Service Related expenses including but not limited to:
 - i. Mileage at standard rate reimbursed by CONTRACTOR not to exceed IRS current mileage rate.
 - ii. Travel Expenses (Airfare, Registration, Hotel & Meals) – actual cost
 - iii. Supplies and Materials – actual cost.
 - iv. Advertising and Marketing – actual cost.
 - v. Equipment – actual cost.
 - vi. Software – actual cost.
 - vii. Printing – actual cost.
- c. Administrative Support activities including by not limited to:
 - i. Utilities – actual cost
 - ii. Telephone – actual cost
 - iii. Rent – actual cost
 - iv. Electronic equipment – actual cost
- d. All other expenses shall be agreed upon in writing by COUNTY and CONTRACTOR.