

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

815



FROM: Department of Mental Health

SUBMITTAL DATE:

November 2, 2011

SUBJECT: Approve a sole source agreement with Family Service Association

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve a sole source agreement with Family Service Association;
2. Authorize the Purchasing Agent to enter into amendments staying within 10% of the annual aggregate amount of \$292,788; and,
3. Authorize the Purchasing Agent to annually renew the 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, item 3.32, the department sought proposals to assist individuals at risk of developing mental health problems. On March 15, 2011 the Department of Mental Health, through the Purchasing (continued pg. 2)

Departmental Concurrence

JW:LS

Jerry Wengerd
 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 292,788	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

County Executive Office Signature

BY: *Debra Cournoyer*
 Debra Cournoyer

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

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

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.14

SUBJECT: Approve a sole source agreement with Family Service Association

BACKGROUND: (Cont'd)

Department, issued Request for Proposal (RFP) #MHARC-082 Prevention and Early Intervention: Families and Schools Together (FAST). The objective of this funding is to build protective factors for children, to empower parents to be the primary prevention agents for their own children, and to build supportive parent-to-parent networks. The overall goal of the FAST program is to help at-risk youth succeed in the community, at home, and in school and thus prevent problems such as adolescent delinquency, violence, addiction, and dropping out of school. The RFP was solicited to over 700 individuals representing traditional and non-traditional service providers throughout California and was advertised on the Purchasing Department's website. On April 27, 2011, one (1) bid was received. Contact with potential bidders was made to identify reasons they choose to not submit a bid which included: prefer to support/collaborate with the awarded vendors instead of directly providing the services, unfamiliarity with the FAST program, challenges in obtaining parental support, school in districts did not meet the basic requirements to be eligible to implement, limited resources and/or not having the ability to provide the services. The bid was 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 Family Service Association was responsive to all of the elements within the RFP. It is recommended for the agreement to be awarded to Family Service Association.

PRICE REASONABLENESS:

The cost proposal totals \$292,788 to serve 192 unduplicated families countywide. Since these are new services, the department projected how much they thought it would cost to implement this program. The amount proposed by Family Service Association was determined to be reasonable, and is in-line with the projected budget.

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 two additional years, subject to the availability of funds.

Date: September 27, 2011
From: Jerry Wengerd, Director Department/Agency: Mental Health Department
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for evidence based practice program with Family Service Association

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

1. **Supply/Service being requested:** *An evidence based practice (Prevention and Early Intervention: Families and Schools Together - FAST) to help at-risk youth succeed in the community, at home, and in school and thus prevent problems such as adolescent delinquency, violence, addiction, and dropping out of school in Riverside County.*
2. **Supplier being requested:** *Family Service Association*
3. **Alternative suppliers that can or might be able to provide supply/service:** *None*
4. **Extent of market search conducted:** *Notification of RFP #MHARC-082 was sent to approximately 700 individuals*
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** *No specific features are unique. Family Service Association has done a thorough job of researching the FAST program and has clearly identified their implementation plan. They were the only organization that submitted a proposal for this RFP. Some of the reasons other prospective bidders cited for not submitting a proposal for the services include: they did not believe their school district had schools that met the requirements to be eligible for the FAST program, they were not interested in directly providing the services but would support/collaborate with the awarded vendor, unfamiliarity with the FAST program, challenges in obtaining parental support for their programs, and limited resources prohibited them from submitting a proposal and/or having the ability to provide the services.*
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** *Family Service Association has a long history of providing school based mental health programs. Family Service Association's staff is culturally representative of the service area/populations targeted.*
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** *The department estimated the cost to implement this evidence based practice into the targeted communities at almost double of what the cost proposal from Family Service Associate was estimated to be.*

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). *No. Services are competitively bid prior to recommending an award.*

9. **Period of Performance:** *This agreement is effective from the date of approval through June 30, 2012, and may be renewed for two additional years, subject to the availability of funds.*

[Signature] 10-24-11
Department Head Signature Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 292,788

One time

Annual Amount through 6-30-2014

[Signature]

10-27-11

12-275

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

PROFESSIONAL SERVICE AGREEMENT

for

PREVENTION AND EARLY INTERVENTION: FAMILIES AND SCHOOLS TOGETHER

Between

**COUNTY OF RIVERSIDE
Department of Mental Health**

and

FAMILY SERVICE ASSOCIATION



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation & Reimbursement	3
4. Alteration or Changes to the Agreement	5
5. Termination	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records/Documents & Audits	10
16. Confidentiality	10
17. Administration/Contract Liaison	11
18. Notices	11
19. Force Majeure	11
20. EDD Reporting Requirements	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A	19
Exhibit B	29

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 thirteen (13) pages at the prices stated in Exhibit B, Budget, consisting of one (1) page.

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

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

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

2. Period of Performance

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 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$292,788 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 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 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.

3.5 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.

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

3.7 CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's Prevention and Early Intervention Families and Schools Together (FAST) shall indicate that funding for the program 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).

3.8 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, which 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 has specified herein. Detailed instruction on the preparation of the summary of costs and payments will be provided by COUNTY.

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 3.8.

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, 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 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

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR

FAMILY SERVICE ASSOCIATION
ATTN: Veronica Dover
21250 Box Springs Road, 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 County'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:

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

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

Signature: _____

Print Name: Bob Buster

Title: Chairperson, Board of Supervisors

Date: _____

Signature: Veronica Dover

Print Name: VERONICA DOVER

Title: CHIEF OPERATING OFFICER

Dated: 11/1/11

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 11/2/11
MARSHAL VICTOR DATE

EXHIBIT A SCOPE OF SERVICES

Prevention and Early Intervention Families and Schools Together (FAST)

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of prevention and early intervention needs for elementary school youth at the highest risk for the development of mental illness in Riverside County. COUNTY proposes to establish a new program to target elementary school students and their families within Riverside County. This program will include the provision of an evidence-based practice that includes the family as participants and is provided on school sites.

1.1 PROGRAM GOALS

Primary program goals for this project are to reduce risk factors and improve protective factors for elementary age youth in Riverside County in order to reduce the risk of developing mental health problems. To focuses on teaching parents effective communication skills, building their social support network, and empowering them to be the primary prevention agent in their children(s)' life.

1.2 TARGET POPULATION CRITERIA

The target populations to be served are families with youth who are in elementary schools attending Kindergarten through 5th grade with priority to the following cultural populations: Hispanic, African American, Native American, Asian/Pacific Islander, Deaf/Hard of Hearing, and/or Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ).

1.3 GEOGRAPHICAL LOCATION OF SERVICES

The target schools identified for the FAST service includes:

- i. Western Region: Troth Elementary and Van Buren Elementary
- ii. Mid-County Region: Edward Hyatt Elementary and San Jacinto Elementary
- iii. Desert Region: Hoffer Elementary and Cabazon Elementary

1.4 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR will work cooperatively with the COUNTY, local school districts and community based organizations (with expertise related to the specific target community, i.e., substance abuse, mental health, domestic violence,) to comprehensively address the needs of the population outlined in Section 1.2.

- a. School Site (s)
 - i. Services will be offered to families with youth who attend (K-5) elementary schools in the targeted school districts listed in section 1.3, priority given to

schools with the following criteria:

1. Highest rates of free and reduced lunch;
 2. Highest rates of suspensions (% suspension for violence);
 3. Highest rates of English language learners; and
 4. Highest rates of students receiving special services.
- ii. The school or district site (s) must provide confidential space for multi-family group meetings for 12-16 families that can accommodate structured family activities and communications, parent mutual-support, parent-child play therapy activities, and family meals. (The facility is required to have access to a food preparation and storage area where meals can be prepared for and served to program participants, i.e. cafeteria & classrooms).
 - iii. Facility must have space to store confidential information in a locked space.
 - iv. The school district site (s) must be in compliance with any applicable state and local laws and requirements, including ADA.
- b. Program(s)
- i. The evidence-based practice Families and Schools Together (FAST) is the program that will be utilized to meet the goals identified in section 1.1.
 - ii. The evidence-based practice FAST will be provided by one stand alone FAST team at each school or district site. FAST team members will include: 2 Community Based Organization Partners, 1 School Partner, and 1 Parent Partner.
 - iii. There will be no charge to the program participants.

1.5 PROGRAM DESCRIPTION

Prevention and Early Intervention FAST services shall be provided for families of youth who attend Kindergarten through the 5th grade, to the targeted elementary schools in school districts described in Section 1.3

a. General Program Type

Families and Schools Together (FAST) – FAST is an evidence-based early intervention program (EBP) that uses a multi-family group format designed to build protective factors for children, to empower parents to be the primary prevention agents for their own children, and to build supportive parent-to-parent networks. The overall goal of the FAST program is to help at-risk youth succeed in the community, at home, and in school and thus avoid problems such as adolescent delinquency, violence, addiction, and dropping out of school. The program begins when a teacher or other school professional refers a child with at

risk behaviors. Trained team members then meet with the family at home to discuss the concerns and invite them into the program. The family then gathers with 12-16 other families for eight weekly meetings, usually held at school. The meetings last 2 ½ hours and include: planned opening and closing routines, a family meal, structured family activities and communications, parent mutual-support time, and parent-child play therapy. A trained team consisting of a parent partner, a school partner, and two community partners (with expertise related to the specific target community regarding, i.e., substance abuse, mental health, domestic violence, maybe be from two different community based organizations depending on agencies expertise) facilitates the meetings. The team is also required to represent the culture of the families participating in the program.

Contractor will provide 1 group per week per school site and will implement this program in weekly multi-family group format (with 12-16 families per group) for 8 sessions as prescribed by the EBP. There will be two (2) cycles per academic year at each school district site with two (2) school district sites per region. The approximate number of families per school district site is 32, 64 families per region. The approximate total number of unduplicated families per year is expected to be 192 countywide.

b. Staffing, Responsibilities, Qualifications

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

- i. Hire staff that are culturally and ethnically representative of the ethnic and gender characteristics of the individuals being served.
- ii. Ensure the provision of culturally competent services.
- iii. The four (4) FAST Team members must attend and satisfactorily complete the initial training(s) for FAST which will be coordinated and funded by COUNTY.
- iv. Provide administrative, supervisory, and clerical support for the program.
- v. Comply with fidelity measures required by the evidence-based practice.
- vi. Provide outcome measures to all program participants as outlined in section 1.9.
- vii. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- viii. Ensure that personnel are competent and qualified to provide the services necessary.
- ix. Ensure that FAST Teams uphold FAST values. Per the model each member sign a commitment letter that will include the following FAST values:

1. Parents are capable of being the primary teachers and nurturers for their own children.
 2. Families are central and critical to children's educational performance.
 3. Stress and social isolation diminish parental effectiveness; social support increases parental effectiveness.
 4. Trusting relationships support the ability of families to access helping resources.
 5. Policies and practices of organizations should always support and include parents to enhance the parent-child relationship, rather than undercut or isolate the parent from his/her child.
 6. Schools should be welcoming to all families.
 7. Alcohol and other drug abuse keep families from succeeding. Prevention, intervention, and treatment of the disease of chemical dependency increases success.
 8. Collaboration across systems to address the needs of all children is a necessary and important role.
- x. There will be one FAST team per school district site and each team will include: (1 Parent Partner, 1 School Partner and 2 Community Based Organization Partners) and ensure the following job descriptions are filled:
1. FAST Parent Partner (1):
 - a. Responsibilities:
 - i. The Parent Partner represents families on the FAST team and is the key in recruitment and retention of FAST families.
 - ii. The Parent Partner supports parents, assists them with community linkages as requested and encourages parents to become actively involved with FAST, their children, the school and the community.
 - iii. The Parent Partner will assist with distribution, completion and collection of parent's pre- FAST and post-FAST evaluation forms.
 - iv. The Parent Partner will co-facilitate the FAST parents' self-help group with a community agency partner.
 - v. The Parent Partner will teach and coach Special Play along with other team members.

- vi. The Parent Partner will support families to be a successful host for weekly family meals.
 - vii. Maintain weekly communication with parents; remind parents of sessions.
 - viii. Facilitate referrals for parents as requested by parents; work directly with parent or combine effort with other team members.
 - ix. Attend monthly FAST meetings and events.
 - x. Attend monthly parent planning sessions.
 - xi. Organize and coordinate purchasing supplies and food for FAST sessions.
 - xii. Respect confidentiality.
- b. Qualifications
- i. Be representative of the families that will attend FAST.
 - ii. Be a FAST parent graduate (after the first session at a new FAST site).
 - iii. Be able to relate well and communicate with parents, and school and community agency personnel.
 - iv. Have a working telephone.
 - v. Have easily accessible transportation.

2. FAST School Partner (1):

- a. Responsibilities:
- i. The School Partner will serve as team liaison between the FAST team and school helping to arrange for facility needs and maintain flow of communication with school principal.
 - ii. The School Partner will initiate an in-service for school staff members introducing FAST and the collaborative FAST team with the school principal,.
 - iii. The School Partner assists with the initial recruitment process for FAST by presenting FAST to children in class.
 - iv. The School Partner will conduct initial contact with parents about FAST to obtain release for face to face recruitment visit in the home or other parent designated location.

- v. The School Partner will assure that all pre-test data are collected for each child before the first FAST session.
 - vi. The School Partner along with parent partner will support families to be a successful host for family meals.
 - vii. Serve as Kids' Time coordinator during the multi-family FAST sessions. Kid's Time Coordinator shall plan and supervise activities, pay assistants and volunteers working with children.
 - viii. With Parent Partner, maintain weekly communication with parents; remind parents of sessions.
 - ix. Facilitate referrals for parents as requested by parents; work directly with parents or combine efforts with other team members.
 - x. With collaborative team, facilitate the weekly FAST sessions.
- b. Qualifications
- i. The School Partner will be a paid school staff at the designated school site, i.e.; teacher, counselor, social worker, etc. and report to the FAST Team and School Principal.
 - ii. Desirous of developing partnerships between families and the school.
 - iii. Values and supports parents as the primary prevention agent for their children.
 - iv. Willing to work a flexible schedule and with collaborative team facilitate all FAST sessions after school hours.
 - v. Works well in a collaborative team environment.
3. FAST Community Agency Partners (2) (may be from two different agencies, Child Protection worker may not serve on the FAST Team).
- a. Responsibilities:
- i. Community Agency Partners will Serve as a team liaison between FAST team and the community agency(ies), maintaining flow of communication with agency(ies).
 - ii. Community Agency Partners will assist with recruitment of families for the FAST program.
 - iii. Community Agency Partners will serve as a consultant to collaborative team in area of professional expertise, i.e.,

substance abuse counselor, mental health clinician, domestic violence expert, or gang prevention specialist.

- iv. Community Agency Partners will facilitate weekly FAST sessions and attend weekly planning and debriefing meetings (allow five hours a week) with collaborative team.
- v. Community Agency Partners may co-facilitate a parent self-help group with Parent Partner.
- vi. Community Agency Partners may plan and assist with children's time.
- vii. Community Agency Partners may assist with arranging transportation for families to and from FAST sessions.
- viii. Community Agency Partners will assist with weekly follow-up as appropriate.
- ix. Community Agency Partners will facilitate referrals for parents as requested by parents; work directly with parents or combine efforts with other team members.
- x. Community Agency Partners will provide resource material and information for team and parent resource table.
- xi. Community Agency Partners will inform parents of legal requirements of the team regarding any child abuse or neglect mentioned or observed during sessions.

b. Qualifications

- i. Desires to build partnerships with parents to improve outcomes for families and children.
- ii. Values and supports parent as the primary prevention agent for their children.
- iii. Willing to work a flexible schedule, with collaborative team, facilitate all FAST sessions after school hours.
- iv. Works well in a collaborative team environment.
- v. Communicates and relates well with parent, school staff and community agency representatives.

1.6 SERVICE DELIVERY REQUIREMENTS

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

- a. Services shall be provided utilizing FAST programs are to families of youth who attend elementary schools as defined in Section 1.2 and 1.3.
- b. Services shall be provided in multi-family group meeting formats as prescribed by the model.
- c. CONTRACTOR will recruit FAST Team members who are reflective of the target populations to which they are providing services.
- d. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- e. CONTRACTOR will participate in monthly meetings coordinated and facilitated by COUNTY related to implementation of FAST. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBP.
- f. A letter of support from the school principal or school administrator of designated FAST school district site which will include the following statements:
 - i. To support the implementation of FAST in which a minimum of 2 classrooms of one grade (K-5) would be invited to participate in the program and evaluation process (approximately 32 families);
 - ii. To support the participation of the team in FAST training locally at their school district building site as well as trainings coordinated through the COUNTY;
 - iii. To cooperate in the collection of supplemental school-level data related to school climate indicators (e.g., school records such as attendance, grades, test scores, suspensions etc); and
 - iv. To provide confidential space to implement the FAST project at the identified school district site.
- g. There will be no charge to the program participants.
- h. Comply with Performance Outcome requirements identified in section 1.9.

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

facility.

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

1.8 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the 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 Mental Health Oversight and Accountability Commission and the Riverside County Department of Mental Health.

These records shall include, but are not limited to:

- a. The CONTRACTOR shall maintain a log of referrals.
- b. Documentation of participants, dates, and locations. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets, as well as contact notes.
- c. Documentation of outreach efforts on a monthly basis.
- d. Monthly contract report, as outlined by COUNTY, shall be submitted to COUNTY. This monthly report shall summarize contractor activities.
- e. All records maintained by the CONTRACTOR on behalf of COUNTY are the property of COUNTY.
- f. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- g. Data entry into the County Management Information System (MIS).

1.9 PERFORMANCE OUTCOMES

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

1.10 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.

1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

COUNTY 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, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with COUNTY and the Department's other contractors to ensure optimal collaborations, etc.

**EXHIBIT B
BUDGET**

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. CONTRACTOR shall perform duties as described in Exhibit A and be paid for the performance of these duties as outlined herein and on Schedule I.

The contract maximum for Prevention and Early Intervention: Families and Schools Together shall not exceed \$292,788. The budget is as follows:

Western Region

Salary & Benefits	\$70,994
Operating Expenses	9,240
Administrative Costs	9,628
Start-Up Costs	2,816

Total **\$92,678**

Mid-County Region

Salary & Benefits	\$78,562
Operating Expenses	10,920
Administrative Costs	10,736
Start-Up Costs	3,168

Total **\$103,386**

Desert Region

Salary & Benefits	\$73,058
Operating Expenses	10,680
Administrative Costs	10,074
Start-Up Costs	2,912

Total **\$96,724**

FAST Program Total **\$ 292,788**

SCHEDULE I

FY 11/12
 Contract Reimbursement: 1/12th monthly
 RU #: Various/See Below

CONTRACT PROVIDER NAME: FAMILY SERVICE ASSOCIATION - FAST
 ACTUAL COST ()
 DEPT ID/PROGRAM: 410022XXXX - 74720 - 536240

FUNDING SOURCE DOCUMENT ADMIN FISCAL ANALYST SIGNATURE FISCAL SERVICE SIGNATURE	WESTERN REGION												MID-COUNTY REGION												DESERT REGION											
	TROTTH ELEMENTARY				VAN BUREN ELEMENTARY				EDWARD HWATT ELEMENTARY				SAN JACINTO ELEMENTARY				HOFFER ELEMENTARY				CABAZON ELEMENTARY				TOTAL											
	ALL Rvs & Regions	PEI	OUTREACH	OTHER	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	STARTUP COSTS	TOTAL	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	STARTUP COSTS	TOTAL	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	STARTUP COSTS	TOTAL	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	STARTUP COSTS	TOTAL	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	STARTUP COSTS	TOTAL							
172 Bldg 2nd Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 3rd Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 4th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 5th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 6th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 7th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 8th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 9th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 10th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 11th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
172 Bldg 12th Month					12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00	12,000.00	1,000.00	1,000.00	1,000.00	15,000.00							
TOTAL					144,000.00	12,000.00	12,000.00	12,000.00	170,000.00	144,000.00	12,000.00	12,000.00	12,000.00	170,000.00	144,000.00	12,000.00	12,000.00	12,000.00	170,000.00	144,000.00	12,000.00	12,000.00	12,000.00	170,000.00	144,000.00	12,000.00	12,000.00	12,000.00	170,000.00							

2011-12 CUB IM Funding
 FUNDING SOURCES DOCUMENT
 ADMIN FISCAL ANALYST SIGNATURE
 FISCAL SERVICE SIGNATURE

