

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

947



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

**SUBJECT:** Approve the Consent to Assignment with Recovery Innovations of California, Inc. (**All Districts**)

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

1. Approve the Consent to Assignment between the Riverside County Department of Mental Health (RCDMH) and Recovery Innovations of California, Inc. (RII) for the previously Board approved agreements for the operation of the Riverside and Coachella Valley Safehavens;
2. Authorize the Chairman of the Riverside County Board of Supervisors to sign the Consent to Assignment;
3. Authorize the Riverside County Purchasing Agent to decrease, increase, and/or sign ministerial amendments with RII for up to 10% of an approved aggregate amount of \$1,300,000 for both Safehaven agreements; and
4. Authorize the Purchasing Agent to annually renew both Safehaven agreements with RII through June 30, 2016.

**BACKGROUND:** On September 18, 2007 and March 31, 2009, Agenda Items 3.39 and 3.29, respectively, the Riverside County Board of Supervisors approved agreements with Jefferson Transitional Programs (JTP) for the operation of the Safehaven programs in the cities of Riverside and Coachella Valley, which are otherwise known as the "The Place" (Riverside) and "The Path" (Coachella Valley). (**Continued on Page 2**)

JW:CH

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 1,300,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

**SOURCE OF FUNDS:** 83% Federal HUD and 17% State MHSA

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*Debra Cournoyer*  
BY: \_\_\_\_\_  
Debra Cournoyer

**County Executive Office Signature**

Policy  Policy

Consent  Consent

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD per Exec. Ofc.:

FORM APPROVED COUNTY COUNSEL BY: *ELENA M. BOEVA* DATE: *12-4-12* Purchasing: *Mark Seifer, Assistant Director*

**SUBJECT:** Approve the Consent to Assignment with Recovery Innovations of California.  
**(All Districts)**

**BACKGROUND (continued):**

The Safehavens operate 24 hours a day, 7 days a week, 365 days a year, and offer drop-in center services for persons who have been chronically homeless and also have serious mental health disorder(s). The Safehaven clientele includes Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+). In addition, each of the Safehaven programs offer residential and non-residential treatment components that provide social services in non-intrusive and low demand environments.

The residential component has a basic structure of 24-hour residency for an unspecified duration (no limit on length of stay), semi private sleeping accommodations, common use of kitchen facilities, dining rooms, bathrooms and an overnight occupancy limited to 25 persons. The non-residential component for both Safehavens consists of a drop-in center where food, clothing, bathroom, and laundry facilities are provided only to the intended service population on a drop-in basis.

In FY2011/2012, Jefferson Transitional Programs (JTP), the original Safehaven operator, was purchased by Recovery Innovations of California, Inc. (RII), and the transition of new ownership became effective October 1, 2012. As a result, both the Riverside and Coachella Valley Safehaven programs are now fully owned and operated by RII. Therefore, the Riverside County Department of Mental Health requests that the Board of Supervisors approve and sign the Consent to Assignment with RII and authorize the Riverside County Purchasing Agent to renew this agreement annually with it's new owner, RII, through June 30, 2016.

**PERIOD OF PERFORMANCE:**

The term of both Safehaven agreements with RII is from July 1, 2012 thru June 30, 2013 and may be renewed annually upon availability of funds through June 30, 2016. Each agreement contains a termination clause in case of unavailability of applicable funding for the continuation of services under this agreement.

**FINANCIAL IMPACT:**

The Safehaven agreements have a combined aggregate amount of \$1,300,000. Eighty-three percent (83%) of the funding for the Safehaven agreements is provided by Federal HUD dollars and 17% of funding is provided by the State of California Mental Health Services Act (MHSA). No additional County funds are required.

**JUSTIFICATION FOR DELAY**

RCDMH recently received the Consent to Assignment back from the provider and is now ready for Board approval.

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**CONSENT TO ASSIGNMENT  
of  
AGREEMENT FOR  
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

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This **Consent to Assignment** is entered into as of the Effective Date set forth below by COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning Jefferson Transitional Program, Inc. ( hereinafter referred to as "CONTRACTOR").

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**RECITALS**

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A. On July 1, 2012, the COUNTY and CONTRACTOR entered into an agreement for Riverside County Department of Mental Health for services regarding the operation of the two (2) Safehavens known as "The Place" and the "The Path" located in Riverside and Coachella Valley, California respectively, (hereinafter referred to as "the Agreements").

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B. Article VI of the Agreements state that the services may not be assigned without the prior written consent of COUNTY. A change in the business structure or majority ownership of CONTRACTOR is an assignment for purposes of the Agreements as specified in Article VI.

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C. CONTRACTOR now desires to obtain COUNTY's consent to the acquisition of CONTRACTOR by the firm of Recovery Innovations of California, Inc.

NOW, THEREFORE, in consideration of the foregoing, COUNTY agrees as follows.

**OPERATIVE PROVISIONS**

**1. CONSENT.**

COUNTY consents to the assignment by CONTRACTOR of Agreements, as represented by its acquisition into Recovery Innovations of California, Inc.

**2. TERMS.**

All terms of the Agreements, inclusive of obligations and liabilities, shall be and remain fully applicable to CONTRACTOR and the services to be performed hereunder as when first executed. All references in said Agreements to CONTRACTOR shall

1 hereafter is understood to refer to Recovery Innovations of California, Inc.

2 **3. NOTICES**

3 All correspondence and notices required or contemplated by the Agreements  
4 shall be delivered to CONTRACTOR at the following address unless written notice is  
5 received pursuant to the contract of a change:

6 Attn: Eugene Johnson, President and CEO  
7 Recovery Innovations of California, Inc.  
8 2701 North 16<sup>th</sup> Street, Suite 103  
9 Phoenix, Arizona 85006

10 **4. EFFECTIVE DATE.**

11 This Consent shall be effective as of October 1, 2012.

12 **COUNTY**

13 County of Riverside

12 **CONTRACTOR**

13 Recovery Innovations of California, Inc.

14 By: \_\_\_\_\_

15 Name: John F. Tavaglione  
16 Title: Chairman of the Board of Supervisors

14 By:  \_\_\_\_\_

15 Name: Eugene Johnson  
16 Title: President and CEO

17 **ATTEST:**

18 Kecia Harper-Ihem, Clerk of the Board

19 By: \_\_\_\_\_

20 Deputy

21 **COUNTY COUNSEL:**

22 Pamela J. Walls

23 Approved as to Form

24 By:  \_\_\_\_\_

25 Deputy County Counsel