

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

925A



FROM: Department of Mental Health

SUBMITTAL DATE:
December 5, 2012

SUBJECT: Approval of four (4) Consent to Assignment Agreements for Indirect Mental Health Services
(Dist: All/All)

RECOMMENDED MOTION: Move that the Board of Supervisors;

1. Ratify the Consent to Assignment Agreements with Recovery Innovations of California, Inc.; and,
2. Authorize the Chairman of the Board to sign the Agreements.

BACKGROUND: On July 31, 2012, Jefferson Transitional Programs (JTP) provided notification to the County of the intent to be acquired by Recovery Innovations of California, Inc. Recovery Innovations of California, Inc. had a previous contractual agreement with JTP, which has progressed into an acquisition of the organization.

(continued on page 2)

Jerry Wengerd, Director of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

SOURCE OF FUNDS: N/A	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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
ELENIA M. BOEVA
DATE: 12-4-12
Department Concurrence

Consent Policy
 Consent Policy

Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 06/24/2008, 3.39;
07/28/2012, 3.28; 11/06/2012, 3.46 & 3.47 **District:** All/All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

SUBJECT: Approval of four (4) Consent to Assignment Agreements for Indirect Mental Health Services (Dist: All/All)

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BACKGROUND (Continued):

Recovery Innovations of California, Inc has agreed to continue the RCDMH contracted services agreements as specified below:

Service	Date approved	Supervisor Districts (Regions)
Peer Centers	Renewed by Purchasing Agent on September 25, 2012 by authority given on June 24, 2008, item 3.39	1,2,3,5 (Mid County & Western)
National Alliance on Mental Illness (NAMI) Signature Programs	July 28, 2012, item 3.28	1,2,3,5 (Mid County & Western)
ArtWorks	November 6, 2012, item 3.46	1,2,3,4,5 (Countywide)
Consumer Supports and Training	November 6, 2012, item 3.47	1,2,3,4,5 (Countywide)

The RCDMH is recommending the approval of the Consent to Assignment Agreements from JTP to Recovery Innovations of California, Inc. to continue the services, uninterrupted, that are provided to consumers and individuals of Riverside County.

The service agreements with Recovery Innovations of California, Inc. will be amended and renewed as previously authorized for JTP by the Board of Supervisors on the dates above. Services shall be competitively bid, as appropriate and necessary, after the contract renewal cycle ends, which may vary from contract to contract.

FINANCIAL IMPACT:

These services have been budgeted in the current fiscal year budget. No additional County funds are required.

JUSTIFICATION FOR DELAY:

The agreements were returned from the contractor signed on November 20, 2012.

**CONSENT TO ASSIGNMENT
of
AGREEMENT FOR THE CONSUMER SUPPORTS AND
TRAINING PROGRAM SERVICES**

This **Consent to Assignment** is entered into as of the Effective Date set forth below by the COUNTY OF RIVERSIDE on behalf of its Department of Mental Health, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning JEFFERSON TRANSITIONAL PROGRAMS (hereinafter referred to as "CONTRACTOR").

RECITALS

A. WHEREAS, on July 29, 2008, Agenda Item 3.93, the COUNTY and CONTRACTOR entered into an agreement for services regarding Consumer Supports and Training Program Services, hereinafter referred to as "Agreement". The Agreement was renewed by the Purchasing Agent for fiscal year 2009/10 on March 2, 2010, renewed again for fiscal year 2010/11 on August 1, 2010, renewed again for fiscal year 2011/12 on November 20, 2011 and again renewed by the Board of Supervisors for year 2012/13 on November 6, 2012, Agenda Item 3.47.

B. WHEREAS, Section 23.1 of the Agreement states 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 Agreement as specified in Section 23.1.

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

D. WHEREAS, COUNTY consents to the assignment of the agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. ASSIGNMENT.

Jefferson Transitional Programs hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and for the Agreement to Recovery Innovations of California, Inc. Recovery Innovations of California, Inc. hereby accepts such assignment and assumes of Jefferson Transitional Programs' rights, obligations, title, and liabilities in and to the Agreement, whether such rights, obligations, title, interest, or liabilities arose before or after the date of this Consent to Assignment

Agreement.

2. CONSENT.

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

3. TERMS.

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to CONTRACTOR and the services to be performed there under as when first executed. All references in said Agreement to CONTRACTOR shall hereafter be understood to refer to Recovery Innovations of California, Inc.

4. NOTICES

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

RECOVERY INNOVATIONS OF CALIFORNIA, INC.
2701 N. 16th Street, Suite 316
Phoenix, AZ 85506-1264

5. EFFECTIVE DATE.

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

DATED: 11/2/12

"CONTRACTOR"
RECOVERY INNOVATIONS OF CALIFORNIA, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____

"COUNTY"
COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk

By: _____
Deputy

John Tavaglione, Chairperson,
Riverside County Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  12-4-12
ELENA M. BOEVA DATE

**CONSENT TO ASSIGNMENT
of
AGREEMENT FOR THE ARTWORKS
PROGRAM SERVICES**

This **Consent to Assignment** is entered into as of the Effective Date set forth below by the COUNTY OF RIVERSIDE on behalf of its Department of Mental Health, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning JEFFERSON TRANSITIONAL PROGRAMS (hereinafter referred to as "CONTRACTOR").

RECITALS

A. WHEREAS, on November 6, 2012, Item 3.46, the COUNTY and CONTRACTOR entered into an agreement for indirect/outreach services regarding Artworks Programs (hereinafter referred to as "Agreement").

B. WHEREAS, Article VIII of the Agreement states 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 Agreement as specified in Article VIII.

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

D. WHEREAS, COUNTY consents to the assignment of the agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. ASSIGNMENT.

Jefferson Transitional Programs hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and for the Agreement to Recovery Innovations of California, Inc. Recovery Innovations of California, Inc. hereby accepts such assignment and assumes of Jefferson Transitional Programs' rights, obligations, title, and liabilities in and to the Agreement, whether such rights, obligations, title, interest, or liabilities arose before or after the date of this Consent to Assignment Agreement.

2. CONSENT.

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

3. TERMS.

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to CONTRACTOR and the services to be performed there under as when first executed. All references in said Agreement to CONTRACTOR shall hereafter be understood to refer to Recovery Innovations of California, Inc.

4. NOTICES

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

RECOVERY INNOVATIONS OF CALIFORNIA, INC.
2701 N. 16th Street, Suite 316
Phoenix, AZ 85506-1264

5. EFFECTIVE DATE.

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

DATED: 11/16/12 "CONTRACTOR"
RECOVERY INNOVATIONS OF CALIFORNIA, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____ "COUNTY"
COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk

By: _____
Deputy
John Tavaglione, Chairperson,
Riverside County Board of Supervisors

APPROVED COUNTY COUNSEL
 12-4-12
ELENA M. BOEVA DATE

CONSENT TO ASSIGNMENT
of
AGREEMENT FOR THE NATIONAL ALLIANCE ON
MENTALLY ILLNESS (NAMI)
SIGNATURE PROGRAM SERVICES

This **Consent to Assignment** is entered into as of the Effective Date set forth below by the COUNTY OF RIVERSIDE on behalf of its Department of Mental Health, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning JEFFERSON TRANSITIONAL PROGRAMS (hereinafter referred to as "CONTRACTOR").

RECITALS

A. WHEREAS, on July 28, 2012, the COUNTY and CONTRACTOR entered into an agreement for indirect/outreach services regarding NAMI Signature Programs, hereinafter referred to as "Agreement").

B. WHEREAS, Article VIII of the Agreement states 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 Agreement as specified in Article VIII.

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

D. WHEREAS, COUNTY consents to the assignment of the agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. ASSIGNMENT.

Jefferson Transitional Programs hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and for the Agreement to Recovery Innovations of California, Inc. Recovery Innovations of California, Inc. hereby accepts such assignment and assumes of Jefferson Transitional Programs' rights, obligations, title, and liabilities in and to the Agreement, whether such rights, obligations, title, interest, or liabilities arose before or after the date of this Consent to Assignment Agreement.

2. CONSENT.

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

3. TERMS.

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to CONTRACTOR and the services to be performed there under as when first executed. All references in said Agreement to CONTRACTOR shall hereafter be understood to refer to Recovery Innovations of California, Inc.

4. NOTICES

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

RECOVERY INNOVATIONS OF CALIFORNIA, INC.
2701 N. 16th Street, Suite 316
Phoenix, AZ 85506-1264

5. EFFECTIVE DATE.

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

DATED: 11/28/12 "CONTRACTOR"
RECOVERY INNOVATIONS OF CALIFORNIA, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____ "COUNTY"
COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem, Clerk

By: _____
Deputy
John Tavaglione, Chairperson,
Riverside County Board of Supervisors

APPROVED COUNTY COUNSEL
BY:  12-4-12
ELENA M. BOEVA DATE

**CONSENT TO ASSIGNMENT
of
AGREEMENT FOR THE PEER CENTER AND SUPPORTS
PROGRAM SERVICES**

This **Consent to Assignment** is entered into as of the Effective Date set forth below by the COUNTY OF RIVERSIDE on behalf of its Department of Mental Health, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning JEFFERSON TRANSITIONAL PROGRAMS (hereinafter referred to as "CONTRACTOR").

RECITALS

A. WHEREAS, on June 24, 2008, Item 3.39, the COUNTY and CONTRACTOR entered into an agreement for fiscal year 2007/2008 services regarding Peer Center and Supports Program Services, hereinafter referred to as "Agreement". The Agreement was renewed annually by the Purchasing Agent, for fiscal year 2008/2009 on August 25, 2008, again for fiscal year 2009/2010 on August 20, 2009, again for fiscal year 2010/2011 on August 24, 2010, again for fiscal year 2011/12 on August 10, 2011, and again for fiscal year 2012/2013 on September 25, 2012.

B. WHEREAS, Article VIII of the Agreement states 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 Agreement as specified in Article VIII.

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

D. WHEREAS, COUNTY consents to the assignment of the agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. ASSIGNMENT.

Jefferson Transitional Programs hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and for the Agreement to Recovery Innovations of California, Inc. Recovery Innovations of California, Inc. hereby accepts such assignment and assumes of Jefferson Transitional Programs' rights, obligations, title, and liabilities in and to the Agreement, whether such rights, obligations, title, interest, or liabilities arose before or after the date of this Consent to Assignment

Agreement.

2. CONSENT.

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

3. TERMS.

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to CONTRACTOR and the services to be performed there under as when first executed. All references in said Agreement to CONTRACTOR shall hereafter be understood to refer to Recovery Innovations of California, Inc.

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DATED: 11/28/12 "CONTRACTOR"
RECOVERY INNOVATIONS OF CALIFORNIA, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____ "COUNTY"
COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk

By: _____
Deputy
John Tavaglione, Chairperson,
Riverside County Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  12-4-12
ELENA M. BOEVA DATE