

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

165



FROM: Department of Mental Health

SUBMITTAL DATE:
December 4, 2013

SUBJECT: Approval of three (3) Consents to Assignment of Agreement for Mental Health Services
(District: All) [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

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 progressed into an acquisition of the organization. The consent to assignments were approved by the Board on December 18, 2012, item 3.31 for the SafeHaven Programs in the Desert and Riverside and on December 18, 2012, item 3.36 for National Alliance on Mental Illness (NAMI) Signature Programs, and Consumer Supports and Services.

Jerry Wengert

Jerry Wengert
Mental Health Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS: N/A	Budget Adjustment: No
	For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Elena Boeva* 12-5-13
DATE
ELENA M. BOEVA
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 12/18/2012, 3.36 &
3.31

District: All

Agenda Number:

3-32

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

FORM 11: Approval of three (3) Consents to Assignment of Agreement for Mental Health Services
(District: All) [\$0]

DATE: December 4, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Since then, Recovery Innovations has requested that DMH assign contracted services from their legal entity of Recovery Innovations of California, Inc. to Recovery Innovations, Inc.

Recovery Innovations, Inc. has agreed to continue providing the contracted services through agreements as specified below:

Service	Date approved	Supervisor Districts (Regions)
Homeless Shelter-Desert Homeless Shelter-Western	December 18, 2012, item 3.31	2 & 4 (Western, Desert)
National Alliance on Mental Illness (NAMI) Signature Programs	December 18, 2012, item 3.36	1,2,3,5 (Mid County & Western)
Consumer Supports and Training	December 18, 2012, item 3.36	1,2,3,4,5 (Countywide)

The DMH is recommending the approval of the Consents to Assignment of Agreement from Recovery Innovations of California, Inc. to Recovery Innovations, Inc., so the services provided to consumers and individuals of Riverside County may continue uninterrupted. The services include a homeless shelter in the desert and western regions; NAMI presentations to community members; and, training and supportive services to mental health consumers.

The service agreements with Recovery Innovations, Inc. will be amended and renewed as previously authorized for JTP by the Board of Supervisors. All services are being prioritized to be competitively bid, as appropriate and necessary, after the contract renewal cycle ends, and varies between contracts.

Impact on Residents and Businesses

The mental health services offered to the citizens of Riverside County include; outreach, education and resources to individuals who might not be aware of mental health issues and resources that are available.

**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 the Department of Mental Health, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), and concerning RECOVERY INNOVATIONS OF CALIFORNIA, INC. (hereinafter referred to as "CONTRACTOR") (collectively referred to as the "Parties").

RECITALS

A. WHEREAS, on December 18, 2012, Item 3.36, the COUNTY and CONTRACTOR, entered into an agreement for indirect/outreach services regarding Consumer Supports and Training 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, 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.

CONTRACTOR hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and for the Agreement to Recovery Innovations, Inc. Recovery Innovations, Inc. hereby accepts such assignment and assumes all of CONTRACTOR'S 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, Inc.

3. TERMS.

All terms of the Agreement, inclusive of obligations and liabilities, shall be and remain fully applicable to Recovery Innovations, Inc., and the services to be performed thereunder as when the Agreement was first executed. All references in said Agreement to CONTRACTOR shall hereafter be understood to refer to Recovery Innovations, 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, INC.
2701 N. 16th Street, Suite 316
Phoenix, AZ 85506-1264

5. EFFECTIVE DATE.

This Consent shall be effective as of July 1, 2013.

DATED: 12/3/13

"CONTRACTOR"
RECOVERY INNOVATIONS, INC.

By: 
Signature

Eugene Johnson, President & CEO
Printed Name

DATED: _____

"COUNTY"
COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem, Clerk

By: _____
Deputy

John J. Benoit, Chairperson,
County of Riverside, Board of Supervisors

CONSENT TO ASSIGNMENT
of
AGREEMENT FOR THE NATIONAL ALLIANCE ON
MENTAL 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 RECOVERY INNOVATIONS OF CALIFORNIA, INC. (hereinafter referred to as "CONTRACTOR") (collectively referred to as the "Parties").

RECITALS

A. WHEREAS, on December 18, 2012, Agenda Item 3.36, 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, 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:

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1. ASSIGNMENT.

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2. CONSENT.

COUNTY consents to the assignment by CONTRACTOR of Agreement, as represented by its acquisition

into Recovery Innovations, Inc.

3. TERMS.

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

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This Consent shall be effective as of July 1, 2013.

DATED: 12/3/13

"CONTRACTOR"
RECOVERY INNOVATIONS, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____

"COUNTY"
COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk

By: 
Deputy

John J. Beniot, Chairperson,
Riverside County Board of Supervisors

CONSENT TO ASSIGNMENT
of
AGREEMENT FOR "THE PLACE" & "THE PATH" 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 RECOVERY INNOVATIONS OF CALIFORNIA, INC. (hereinafter referred to as "CONTRACTOR") (collectively referred to as the "Parties").

RECITALS

A. WHEREAS, on December 18, 2012, Agenda Item 3.31, the COUNTY and CONTRACTOR entered into an agreement for services regarding the operation of the two (2) Safehavens known as "The Place" and "The Path" located in Riverside and Coachella Valley, California, respectively (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:

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

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RECOVERY INNOVATIONS, INC.

By: 
Signature

By: Eugene Johnson, President & CEO
Printed Name

DATED: _____

"COUNTY"
COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk

By: _____
Deputy
John J. Benoit, Chairperson,
Riverside County Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY: 
ELENA M. BOEVA DATE