

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

561



FROM: Department of Mental Health

SUBMITTAL DATE:

April 8, 2010

SUBJECT: Approve the Mental Health Services Act Innovation Recovery Arts Core Project Agreement

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify the Professional Services Agreement with Jefferson Transitional Programs (JTP) in the prorated amount of \$142,260 to provide Recovery Arts Core Project Services in support of the Mental Health Services Act Innovation Component.
2. Authorize the Chairman of the Board to sign the attached Professional Services Agreement.
3. Exempt the Riverside County Purchasing Agent from the sole source requirement for this Agreement in accordance with Ordinance 459.4; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, and annually renew the Professional Services Agreement with JTP for an annual amount not to exceed \$224,949, through June 30, 2012.

BACKGROUND:

The Mental Health Services Act (MHSA) was approved by California voters to provide a 1% tax on personal income over \$1 million in order to transform the County mental health service system. It became effective on January 1, 2005. There are five components to the Act, one of which is the Innovation Component. Pursuant to the Act, Part 3.2, funding for the Innovation Component is to be used to: increase access to

(Continued)

JW:CH

Jerry Wengerd

 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 142,260	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY09/10

SOURCE OF FUNDS: 100% State Mental Health Services Act	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Courmoyer
 BY: _____
 Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 20, 2010
 xc: Mental Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

3.52

FORM APPROVED BY COUNTY CLERK'S OFFICE
 BY: *Joni A. Mac* 4/8/10
 Departmental Concurrence
 Purchasing: *Mark Seiler* Mark Seiler, Assistant Director
 Policy Consent
 Policy Consent
 Dep't Recomm.: Per Exec. Ofc.:

BACKGROUND (Continued): underserved groups; increase the quality of services, including better outcomes; promote interagency collaboration and increase access to services. Innovations are defined as novel, creative and/or ingenious mental health practices/approaches that are expected to contribute to learning, which are developed within communities through a process that is inclusive and representative, especially of unserved and underserved individuals and which are aligned with the General Standards identified in the MHSA and set forth in Title 9 of the California Code of Regulations, Section 3320. An Innovation project is one that contributes to learning, rather than having a primary focus on providing a service. The Innovation Component allows Counties the opportunity to "tryout" new approaches that can provide information for current and future mental health practices/approaches.

In accordance with the requirements of the Innovation Funding Request, Riverside County Department of Mental Health submitted an application based upon recommendations made through an extensive community and stakeholder planning process for MHSA Innovation Component funds. On September 24, 2009, the Mental Health Oversight and Accountability Commission approved RCDMHs application. This innovation plan was received and filed by the Board on January 26, 2010, Agenda Item 3.32. This state approved application calls for a Recovery Arts Core Project that is to be administered by Jefferson Transitional Programs and overseen by their Art Works coordinator. The project is expected to contribute to learning by evaluating a new application to the mental health system for a promising community-driven practice/approach. It will demonstrate a combination of three components – art, peer-delivered educational opportunities, and mobility – and work to engage individuals to take the next steps in their recovery and to utilize peer centers and thereby become less reliant on core RCDMH services.

This program consists of a mobile unit of peer support specialists, peer artists, local artists, professional educators, and occupational therapist interns who together will facilitate a 6-8 week program of peer-based recovery and creative arts activities throughout Riverside County. Services will be managed out of the existing peer-run centers and services will be delivered within community organizations throughout Riverside County. The program will serve approximately 650 individuals annually. Based on the outcomes, the Department can then make more informed decisions about the use of this promising model in future programming and implementation planning.

PRICE REASONABLENESS: By utilizing an already existing infrastructure and knowledge-base, costs related to getting the project up and running will be contained. The Riverside Community Health Organization has committed to providing funding for an Occupational Therapist position that will work with the Occupational Therapist interns used on this project. A transportation program is being funded through Measure A that will assist with the transportation of individuals resulting in increased participation. Opportunities will also be explored for additional funding through grant writing, fundraising events and the sale of artwork.

PERIOD OF PERFORMANCE: This project is expected to take place from November 1, 2009 through June 30, 2012.

FINANCIAL DATA: No County General Funds are required. Funding is 100% State Mental Health Services Act funds designated for the Innovation Component. The annual amount to be paid to the contractor is \$224,949.

JUSTIFICATION FOR DELAY: Contractor returned signed agreement on March 24, 2010.

Date: March 1, 2010
From: Jerry Wengerd, Director Department/Agency: Mental Health
To: Board of Supervisors
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Recovery Arts Core Services.

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.

Supply/Service being requested: Peer-led, mobile, recovery-oriented arts program.

Supplier being requested: Jefferson Transitional Programs.

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: According to an internet search and interviews with mental health staff and community members, Jefferson Transitional Programs has the only mental health peer-run arts program in Riverside County. Should this time-limited, pilot program be determined to be successful, an RFP will be issued at that time to give other vendors the opportunity to develop this type of service.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Riverside County Department of Mental Health (RCDMH) has received funding for a demonstration project from the State Department of Mental Health. The project is funded by the Mental Health Services Act (MHSA) Innovation component. The plan that was approved by the state was developed through an extensive community and stakeholder planning process. Jefferson Transitional Programs was named in this plan to run the project based upon them having an already successful peer-run Art Works program that could be expanded to offer mobile programs in a cost-effective manner. The Department wishes to measure the effectiveness of taking a recovery-oriented arts program out into the community as a mobile, peer-led, recovery-oriented program. As this is a short-term project with learning objectives, Jefferson Transitional Programs provides the needed infrastructure and knowledge-base to run this project.

Reasons why my department requires these unique features and what benefit will accrue to the county:

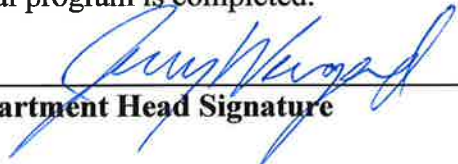
This project was identified by community members and stakeholders as an effective method to aid consumers in their recovery process. RCDMH hopes to measure the effectiveness of taking this program out to locations within the community where consumers are located. Should this project prove that peer-led, mobile, recovery-oriented arts programs aid in the recovery process for consumers of mental health services, RCDMH could see a reduction in the usage of traditional more costly core mental health services. This program is also set up to allow the community organizations that are receiving these art program services to take ownership of the program and continue it on their own. RCDMH believes that by piloting a mobile community-based, peer-

delivered, recovery oriented arts program, it will not only increase the quality of services offered to our consumers, but will provide an opportunity to develop systematic measures and outcomes to prove its effectiveness. This program will work to engage individuals to take the next steps in their recovery process. It is also expected to increase the utilization of the peer centers and thereby assist consumers to become less reliant on more costly core Riverside County Mental Health Services. This project takes an existing peer-led arts program and measures how effective it will be taking it within underserved communities and groups and making it more accessible to mental health consumers.

Price Reasonableness:

By utilizing an already existing infrastructure and knowledge-base costs related to getting the project up and running will be contained. This project provides an opportunity for linkage and collaboration with other community organizations. The Riverside Community Health Organization has committed to providing funding for an Occupational Therapist position that will work with the Occupational Therapist interns used on this project. A transportation program is being funded through Measure A that will assist with the transportation of individuals resulting in increased participation. Opportunities will also be explored for additional funding through grant writing, fundraising events and the sale of artwork.


Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No. This is a demonstration project that is expected to provide learning opportunities for the Department. At the end of each 6-8 week program that is offered to a community organization, the curriculum will be provided to the organization so that they may continue to teach these methods after the initial program is completed.



Department Head Signature **Date** 4/7/10

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove



Purchasing Agent **Date** 4-7-10

PROFESSIONAL SERVICE AGREEMENT

for

MHSA INNOVATION RECOVERY ART CORE PROJECT

between

COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH

and

JEFFERSON TRANSITIONAL PROGRAMS



APR 20 2010 3.52

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1 This Agreement, made and entered into this ____ day of _____, 2010, by and between JEFFERSON
2 TRANSITIONAL PROGRAMS, (herein referred to as "CONTRACTOR"), and the COUNTY OF
3 RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The
4 parties agree as follows:

5 **1. Description of Services**

6 **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of
7 Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of
8 four (4) pages.

9 **1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and
10 adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR
11 shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards
12 of firms/professionals in the same discipline in the State of California.

13 **1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this
14 Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B.
15 CONTRACTOR is not to perform services or provide products outside of the Agreement.

16 **1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement
17 does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this
18 Agreement.

19 **2. Period of Performance**

20 **2.1** This Agreement shall be effective November 1, 2009 and continue in effect through June 30,
21 2010, with the option to renew for two (2) years, renewable in one year increments, unless terminated
22 earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties
23 and shall diligently and continuously perform thereafter.

24 **3. Compensation**

25 **3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and
26 expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by
27 COUNTY to CONTRACTOR shall not exceed one hundred, forty-two thousand, two hundred and sixty
28 dollars (\$142,260) annually including all expenses. The COUNTY is not responsible for any fees or costs
29 incurred above or beyond the contracted amount and shall have no obligation to purchase any specified
30 amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be
31 responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

1 **3.2** No price increases will be permitted during the first year of this Agreement. All price decreases
2 (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be
3 extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior
4 to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in
5 writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be
6 considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall
7 not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange
8 County areas educational services and be subject to satisfactory performance review by the COUNTY and
9 approved (if needed) for budget funding by the Board of Supervisors.

10 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by
11 CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the
12 invoice within thirty (30) working days from the date of receipt of a proper invoice. Payment shall be made to
13 CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has
14 been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copy
15 of invoices to:

Riverside County Department of Mental Health
Attention: Bill Brenneman
MHSA Administration
PO Box 7549
Riverside, CA 92513

- 21 a) Each invoice shall contain a minimum of the following information: invoice number and
22 date; remittance address; bill-to and ship-to addresses of ordering department/division;
23 accounting number and/or contain the words "MHSA Innovation Recovery Art Core
24 Project"; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable,
25 and an invoice total.
- 26 b) Invoices shall be rendered monthly in arrears.
- 27 c) In accordance with California Government Code Section 926.10, COUNTY is not
28 allowed to pay excess interest and late charges.

29 **3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end
30 is contingent upon and limited by the availability of COUNTY funding from which payment can be made.
31 No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year

1 unless funds are made available for such payment. In the event that such funds are not forthcoming for any
2 reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be
3 deemed terminated and have no further force and effect.

4 **4. Alteration or Changes to the Agreement**

5 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the
6 only authorized COUNTY representatives who may at any time, by written order, make alterations to this
7 Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the
8 performance under this Agreement, an equitable adjustment shall be made in the Agreement price or
9 delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

10 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be
11 made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have
12 notice of any actual or claimed change in the work which results in additional and unanticipated cost to the
13 CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,
14 he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section
15 shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has
16 been a change.

17 **5. Termination**

18 5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served
19 upon the CONTRACTOR stating the extent and effective date of termination.

20 5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for
21 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or
22 fails to make progress so as to endanger performance and does not immediately cure such failure. In the
23 event of such termination, the COUNTY may proceed with the work in any manner deemed proper by
24 COUNTY.

25 5.3 After receipt of the notice of termination, CONTRACTOR shall:

26 (a) Stop all work under this Agreement on the date specified in the notice of termination;
27 and

28 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any
29 materials, reports or other products which, if the Agreement had been completed or
30 continued, would have been required to be furnished to COUNTY.

1 **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance
2 up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

3 **5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior
4 to the date of termination) upon dishonesty or a willful or material breach of this Agreement by
5 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever
6 to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further
7 compensation under this Agreement.

8 **5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are
9 in addition to any other rights and remedies provided by law or this Agreement.

10 **6. Ownership/Use of Contract Materials and Products**

11 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic,
12 created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to
13 this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any
14 purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution
15 within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part
16 such materials, reports or products without prior written authorization of the COUNTY.

17 **7. Conduct of Contractor**

18 **7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to,
19 other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in
20 any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR
21 further covenants that no person or subcontractor having any such interest shall be employed or retained by
22 CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the
23 CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's
24 interests.

25 **7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt
26 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from
27 individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in
28 accomplishing the work under this Agreement.

29 **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
30 entertainment directly or indirectly to COUNTY employees.

1 **8. Inspection of Service; Quality Control/Assurance**

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

16 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control
17 and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY
18 representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance
19 under this Agreement at any time upon reasonable notice to CONTRACTOR.

20 **9. Independent Contractor**

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

1 **10. Subcontract for Work or Services**

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

7 **11. Disputes**

8 **11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not
9 successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this
10 Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing
11 Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the
12 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of
13 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily
14 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement
15 pending the resolution of a dispute.

16 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated
17 to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation
18 session shall be required if the first session is not successful. The parties shall share the cost of the
19 mediations.

20 **12. Licensing and Permits**

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

28 **13. Use By Other Political Entities**

29 The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this
30 Agreement to each and every political entity, special district, and related non-profit entity in Riverside

1 County. It is understood that other entities shall make purchases in their own name, make direct payment,
2 and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to
3 CONTRACTOR for other entities' purchases.

4 **14. Non-Discrimination**

5 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,
6 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,
7 religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex
8 in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall
9 comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq),
10 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C.
11 §1210 et seq.) and all other applicable laws or regulations.

12 **15. Records and Documents**

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

19 **16. Confidentiality**

20 **16.1** The CONTRACTOR shall not use for personal gain or make other improper use of
21 privileged or confidential information which is acquired in connection with this Agreement. The term
22 "privileged or confidential information" includes but is not limited to: unpublished or sensitive
23 technological or scientific information; medical, personnel, or security records; anticipated material
24 requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public
25 disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or
26 suppliers in advance of official announcement.

27 **16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying
28 information concerning persons receiving services pursuant to this Agreement, except for general statistical
29 information not identifying any person. The CONTRACTOR shall not use such information for any
30 purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

1 CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such
2 information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this
3 Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than
4 the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name,
5 identifying number, symbol, or other identifying particular assigned to the individual, such as finger or
6 voice print or a photograph.

7 **16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant
8 requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
9 Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent
10 thereto.

11 **17. Administration/Contract Liaison**

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

15 **18. Notices**

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

<u>COUNTY OF RIVERSIDE</u>	<u>CONTRACTOR</u>
Riverside County Department of Mental Health	Jefferson Transitional Programs
Attn: Bill Brenneman	Attn: Sue Moreland
MHSA Administration	3839 Brockton Ave
PO Box 7549	Riverside, CA 92501
Riverside, CA 92513	

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1 **19. Force Majeure**

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

5 **20. EDD Reporting Requirements**

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

20 **21. Hold Harmless/Indemnification**

21 **21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies,
22 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,
23 elected and appointed officials, employees, agents and representatives from any liability, claim, damage or
24 action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees,
25 subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including
26 but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost
27 and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or
28 awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
29 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
30 representatives in any such action or claim. With respect to any action or claim subject to indemnification
31 herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own

1 choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior
2 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
3 whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's
4 obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate
5 form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim
6 involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
7 CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

8 **21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this
9 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
10 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

11 **21.3** CONTRACTOR's indemnification obligations shall also apply to any action or claim
12 regarding actual or alleged intellectual property infringement related to any material or product provided to
13 COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall
14 provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the
15 action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to
16 obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material
17 or product with the same function) on terms identical to those stated in this Agreement.

18 **22. Insurance**

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

22 **22.1 Workers' Compensation**

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

29 **22.2 Commercial General Liability**

30 Commercial General Liability insurance coverage, including but not limited to, premises liability,
31 contractual liability, products and completed operations liability, personal and advertising injury covering

1 claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy
2 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their
3 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
4 representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
6 separately to this agreement or be no less than two (2) times the occurrence limit.

7 **22.3 Vehicle Liability**

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

15 **22.4 Professional Liability Insurance**

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

26 **22.5 General Insurance Provisions - All lines**

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

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

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

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

29 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any
30 extension thereof, there is a material change in the scope of services; or, there is a material change in the
31 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the

1 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the
2 monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk
3 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
4 become inadequate.

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

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

9 **23. General**

10 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by
11 operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or
12 assign any interest herein shall be deemed void and of no force or effect.

13 **23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement
14 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of
15 this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any
16 terms of this Agreement shall not be construed as in any manner changing the terms or preventing
17 COUNTY from enforcement of the terms of this Agreement.

18 **23.3** In the event the CONTRACTOR receives payment under this Agreement which is later
19 disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall
20 promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may
21 offset the amount disallowed from any payment due to the CONTRACTOR.

22 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless
23 specifically stated in the Agreement.

24 **23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage
25 or under a conditional sales contract or other agreement by which an interest is retained by a third party. The
26 CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or
27 provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

28 **23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or
29 equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to
30 be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified
31 in this Agreement.

1 **23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's
2 performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR
3 with reasonable facilities and timely access to COUNTY data, information and personnel.

4 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and
5 regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the
6 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR
7 shall comply with the more restrictive law or regulation.

8 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and
9 health ordinances, statutes or regulations which apply to performance under this Agreement.

10 **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health
11 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of
12 California (Cal/OSHA).

13 **23.11** This Agreement shall be governed by the laws of the State of California. Any legal action
14 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the
15 State of California located in Riverside, California, and the parties waive any provision of law providing for
16 a change of venue to another location. In the event any provision in this Agreement is held by a court of
17 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
18 continue in full force without being impaired or invalidated in any way.

19 **23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of
20 the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,
21 proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or
22 modified only by a written amendment signed by authorized representatives of both parties.

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to
2 execute this Agreement.

3 **COUNTY:**

4 County of Riverside
5 Board of Supervisors
6 4080 Lemon Street, 5th Floor
7 Riverside, CA 92501
8

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7459
Riverside, CA 92503-7549

9 **SIGNATURE:**

10 **CONTRACTOR:**

11 Signed: Sue Morala
12
13 Date: 3/24/2010
14
15 Title: CEO
16 Address: 3839 Brockton Avenue
17 Riverside, CA 92501
18
19
20
21
22
23

COUNTY OF RIVERSIDE:

Marion Ashley
Marion Ashley, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

[Signature]
Deputy

24 **COUNTY COUNSEL**

25 PAMELA J. WALLS
26 County Counsel
27 Approved as to Form

28
29 By Larisa R-McKenna 3/16/10
30 Deputy

Larisa R-McKenna

EXHIBIT A
SCOPE OF SERVICE

A. INTRODUCTION:

The Innovation Component of the Mental Health Services Act (MHSA) provides funding to the Riverside County Department of Mental Health (RCDMH) to increase the quality of services, resulting in better outcomes; promote interagency collaboration and increase access to services. This component's purpose is to allow Counties the opportunity to "tryout" new approaches that can inform current and future mental health practices/approaches. Through an extensive community and stakeholder planning process, a creative arts program was identified.

B. MISSION OF THE CONTRACT:

The purpose of the Recovery Arts Core (RAC) demonstration project is to test out mobility in diverse and non-traditional settings. This Innovation Project will contribute to learning by closely measuring the impact peer-delivered arts services has on consumers receiving services through RCDMH. The RAC will allow RCDMH to pilot and explore services that are more cost effective and less intensive, but are proven effective models. The Department wishes to measure the direct impact community based peer-delivered art education has on our consumers, their recovery and the mental health system.

The CONTRACTOR will provide community-based, mobile, peer-delivered art education within Riverside County. These services will be managed from the peer-run centers.

C. POPULATION TO BE SERVED:

The RAC Project will provide services to Transition Age Youth, Adults, and Older Adults with serious emotional disorder and/or serious mental illness, and their families. It will also provide supports for individuals who have co-occurring substance abuse disorders, are dually diagnosed, or have other disabilities. The Project will target, and outreach to, underserved populations including Hispanic, Native American, Gay, Lesbian, Bi-Sexual, and Transgender (GLBT) populations. The project's services will be tailored to address each community's specific needs. Approximately, 650 individuals will be served on an annual basis.

1 **D. GOALS AND OBJECTIVES:** The goals of the RAC are to:

- 2 ▪ Increase the quality of services, including developing more systematic outcomes to measure the
3 effectiveness of the program.
- 4 ▪ Evaluate the impact and usefulness of peer-delivered art education within the Riverside County
5 Mental Health system for future programmatic decision-making.
- 6 ▪ Increase access to underserved groups.
- 7 ▪ Promote interagency collaboration.

8 **E. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

9 The RAC Project creates a mobile unit of peer support specialists, peer artists, local artists,
10 professional educators, and occupational therapist interns who together facilitate a 6 - 8 week program
11 of peer-based recovery and creative arts activities throughout Riverside County. This Innovation
12 Project will contribute to learning by closely measuring the impacts of peer-delivered arts services on
13 consumers receiving services through the Riverside County Department of Mental Health.

14 The project is expected to contribute to learning by evaluating a new application to the mental
15 health system for a promising community-driven practice/approach. It will demonstrate a combination
16 of three components – art, peer-delivered educational opportunities, and mobility – and work to
17 engage individuals to take the next steps in their recovery by utilizing peer centers and thereby become
18 less reliant on core RCDMH services.

19 The curriculum consists of peer presentations on recovery (such as “In Our Own Voice” and an
20 original play written and performed by peer artists); two peer-taught “Recovery Pathways” classes;
21 and two to four art classes (art fundamentals, drama, creative writing, music, and/or dance) according
22 to the community needs. At the end of the 6 – 8 week program, the curriculum is provided to the
23 receiving community organization, so they may continue to teach these principles after the initial
24 program is completed. Additionally, the artwork and other projects created by the peers, family
25 members and friends will be exhibited (for visual arts) and performed (for performance art) throughout
26 Riverside County.

1 The RAC Project is a proactive mobile unit that will outreach to people of all ages and
2 socioeconomic status rather than wait for them to seek services at traditional mental health sites. It
3 will bring these services not only to programs within Riverside County Mental Health, but also to
4 locations where individuals with mental health diagnosis are served such as board and cares, juvenile
5 halls, and homeless shelters. The program will also outreach to churches and other community
6 organizations where at-risk people frequent as well as to underserved populations, assembling a core
7 team to best suit each specific populations' needs. For example, a bi-lingual Peer Support Specialist
8 will be part of the team which will provide services in the Hispanic communities. The project can also
9 be customized to explore the richness of other specific cultures.

10 The RAC Project will address the need to increase access to underserved communities with a goal
11 to increase quality of services including better outcomes (particularly the continued transformation of
12 the infrastructure of mental health to include recovery and peer-based components as well as more
13 effective services to support community integration). It will also promote interagency collaboration,
14 increase access of services; and provide anti-stigma outreach and education.

15 The RAC Project builds bridges within the community, encouraging interagency collaboration, by
16 involving local artists, art organizations, schools, and other nonprofits at the grassroots level. The arts
17 are a point around which groups from many different organizations collaborate, which is an essential
18 part of a civic community. The project can show how building these bridges create programs that
19 promote essential aspects of mental health recovery: individual expression, positive community
20 recognition (in a role other than "mental health client"), group participation, introduction to
21 community roles and possibilities outside of mental health system, educational opportunities,
22 vocational training, and paid employment.

23 **F. GEOGRAPHICAL AREAS TO BE SERVED:**

24 The RAC Project will be managed out of the existing peer-run centers and services will be
25 delivered within community organizations throughout Riverside County.

26 **G. STAFFING:**

27 Paid staff positions shall be filled by present or former consumers of mental health services unless
28 otherwise approved by the Department. A listing of paid staff (personnel roster) by name and title will

1 be provided to the program monitor initially, and whenever there is a change in status in the staffing
2 (vacancies, new hires, etc.). All paid staff will have a valid CA driver's license, or CA-issued photo ID
3 card, a copy of which is to be kept in their personnel file.

4 Job duty statements will be provided to the program monitor initially and whenever they are
5 revised. Job performance objectives shall be established with each paid staff member and reviewed,
6 assessed, and revised annually.

7 Personnel policies and procedures shall be available to all employees, and new or revised
8 personnel policies provided to each employee as they are implemented.

9 Personnel action reports of all changes in status of the employee shall be filed in the personnel
10 record, and reported to the program monitor monthly.

11 A written staff training plan shall be developed, discussed with staff, and provided to the
12 Department when requested. Staff training will be reported to the program monitor monthly (title of
13 training; staff who completed the training, date of the training).

14 Participation in outside training seminars and workshops shall be encouraged. The program
15 monitor will inform the CONTRACTOR when there is a Department training that may be of value to
16 the CONTRACTOR'S staff.

17 Employment of bilingual and bicultural staff is required for at least some of the paid staff positions.

18 **H. LEVERAGING RESOURCES:**

19 The Recovery Arts Core Project expands collaboration and linkages between Riverside County
20 Mental Health systems along with organizations and other practitioners not traditionally defined as
21 part of the mental health care. Specifically, the following Recovery Arts Core Project strategic
22 partners extend the program's reach and impact:

23 • Riverside Arts Council - The Riverside Arts Council is a private, nonprofit corporation whose
24 mission is "to provide, develop, support, and sustain the arts." It is Riverside County's central source
25 for arts-related services, information, education, and outreach. This organization will help develop
26 and market the Recovery Arts Core Project as well as team artists and art educators with the program.

1 • The Riverside Cultural Consortium - The Riverside Cultural Consortium is a collaboration of
2 community organizations working together to raise the profile of arts and culture in Riverside through
3 shared resources, networking and joint programming. Through participation in the Riverside Cultural
4 Consortium, the RAC Project will meet supporters, be able to participate in community-wide events,
5 and promote the project.

6 • Cal State San Bernardino Department of Theatre Arts - Michelle Ebert Freire, associate
7 professor in California State San Bernardino's Theatre Arts Department, has experience as an
8 educator, actor and director, as well as drama therapist. She has worked with the peer-run centers in
9 Riverside to develop a pilot drama program that pulls from various drama therapy philosophies, as
10 well as creative drama, playmaking, Playback Theater, and the Theater of the Oppressed. In addition
11 to coordinating the graduate program at CSUSB, teaching theater studies, and directing University
12 Theater productions, Michelle volunteers at San Bernardino Juvenile Hall and the Rainbow Pride
13 Youth Alliance. Michelle will be a consultant for the RAC Project, advising on drama curriculum, as
14 well as teaming graduate arts students and interns as volunteers in the program.

15 • Loma Linda School of Occupational Therapy - Occupational therapy can be very effective in
16 the mental health setting. Since 2003, Occupational Therapists have interned at the peer-run centers
17 advising on curriculum development, program methodology, and volunteer program structure. The
18 goal of the Occupational Therapists in the RAC Project will be "to help people develop the skills and
19 obtain the supports necessary for independent, interdependent, productive living (American
20 Occupational Therapy Association).

21 • Riverside Community Health Foundation - This mission of this nonprofit organization is to
22 improve the health and well-being of the community of Riverside. They have provided funding for an
23 Occupational Therapist position at the peer-run centers that will be integral to working with the
24 Occupational Therapist interns in the RAC Project.

25 • Riverside County Transportation Commission - Through Measure A and New Freedom
26 funding, the Riverside County Transportation Commission is enabling the peer-run centers to create a
27 transportation program to pick up and drop off participants throughout Riverside County at the peer-
28 run centers. For the RAC Project, this means involving more individuals in the program.

1 • National Alliance on Mental Illness (NAMI) - NAMI is the National Alliance on Mental
2 Illness, the nation's largest grassroots organization for people with mental illness and their families.
3 The Recovery Arts Core Project presents NAMI's "In Our Own Voice: Living with Mental Illness"
4 which is a multi-media, interactive, public education program presented by consumers for both
5 consumers and other community audiences. Through example and discussion, participants learn how
6 people with serious and persistent mental illness cope with the realities of their own disorders while
7 recovering and reclaiming productive and meaningful lives.

8 In addition to these supporters, the Recovery Arts Core project will work to increase funding by
9 writing grants, organizing fundraising events, and selling artwork.

10 **I. OUTCOME AND PERFORMANCE MEASURES:**

11 The main learning goals of the Recovery Arts Core Innovation project are:

12 1. Will consumers be more likely to access and respond to Peer Support activities if the program
13 is "mobile" and delivered to them in their own communities?

14 2. Are there positive impacts and increased participation, including reaching diverse
15 communities, if consumers receive peer driven services in non-traditional settings?

16 3. Are there positive outcomes associated with including expressive arts in consumer's recovery
17 and program curriculums?

18 To properly measure the intended learning goals, outcome measures will focus on the impact on
19 consumers receiving the mobile service in non traditional settings, as well as for consumers providing
20 the services. It will also address the impact on the consumer's own recovery and on those individuals
21 in the agencies where services are being provided.

22 Several measurement instruments will be under development, including pre and post surveys for
23 consumers participating and providing the service and agencies hosting the service, as well as
24 outcomes derived from FSP and Key Event tracking data bases or other assessment/discharge
25 documentation.

26 Project measurement will be administered and monitored by the contractor's Occupational
27 Therapist (OT), who with the aid of RCDMH Research Department and Loma Linda School of

Occupational Therapy, will create and refine the system of evaluations. In addition, the OT will interface with RCDMH Research Department to follow a core sample group of individuals who are concurrently enrolled in the Full Service Partnership programs.

See the table below for types of activities, outcomes, and measures the Department will focus on for the Recovery Arts Core project.

Group	Activities	Outcomes	Measurements
RCDMH: Staff-Level	Recovery Arts Core (RAC) Project brought to organizations within RCDMH continuum of care.	Increased acknowledgement of effectiveness of recovery education and importance of fostering consumer choice and self-direction by Mental Health professionals.	A survey for staff at organizations where the program is facilitated will ask their perceptions of the program and their likelihood to incorporate peer-delivered, recovery, and/or creative arts activities in the future. It will also obtain their perceptions of effectiveness of recovery education courses. Designed to bring peers into the peer-run centers.
	Peer Support Specialists and peer artists hired to outreach within the RAC to consumers.	Increased acceptance for employment and integration of Peer Specialists into the Public Mental Health System. Positive impact on recovery for those providing the services.	
Participants: Group Level	Art curriculum customized to meet needs of groups, especially for underserved populations.	Decreased stigma regarding mental health and increased engagement in mental health recovery opportunities.	A longitudinal study of project participants by using pre-and post-program surveys, and a follow up study, will measure the benefits of the project as perceived by the peer.
Participants: Consumer-Level	Participants learn self-help skills through recovery arts education.	Fewer individuals being reliant on core system services, such as clinics, and instead transitioning to utilizing peer-run centers where they can find self-help and self-sustaining resources for their recovery.	A longitudinal study of project participants by using pre-program, post-program surveys, and a follow up study, will measure the benefits of the project as perceived by the peer. This study will use both a qualitative and a quantitative approach. It will be life-based, not diagnosis-based, and look for perceptions of hope, empowerment, self-
	Program comes to the participants.		
	Participants observe peers modeling wellness and recovery.		
	Development of wellness roles by participants through		

	learning news skills, exhibitions, and presentations.		responsibility, the attainment of meaningful roles apart from the illness, and other indicators of perceived improvement of quality of life (subjective measures). It will also measure participation (activity in the various domains) and utilization of peer-run centers.
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J. CONTRACTOR REPORTING REQUIREMENTS:

CONTRACTOR will submit activity and performance reports to the COUNTY's program monitor, using a report format and timetable approved by the COUNTY, and which is consistent with the COUNTY's MHSA reporting to the State Department of Mental Health.

EXHIBIT B
PAYMENT PROVISIONS

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/2010 shall be \$142,260.

B. BUDGET:

The Recovery Arts Core Budget attached hereto and by this reference incorporated herein, represents the budgetary details pursuant to this Agreement.

C. REIMBURSEMENT:

1. Final year end settlement for services shall be based on actual cost, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein.
2. CONTRACTOR will submit invoice for services monthly according to the Agreement, Paragraph 3, Compensation.
3. Monthly reimbursements may be withheld at the discretion of the Director or designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Program Monitoring and/or Cost Report process.

D. REVENUES:

Revenues may include but are not limited to, fees for services, private contributions, donations, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.

E. REALLOCATION OF FUNDS:

No funds allocated for MHSA Innovation's Recovery Art Core Services, may be reallocated to another service unless written approval is given by the Regional Administrator/ Manager prior to the end of the fiscal year ending on June 30th. Approval shall not exceed the total maximum obligation for the fiscal year.

F. RECOGNITION OF FINANCIAL SUPPORT:

CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by the County of Riverside Department of Mental Health.

G. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall

1 provide to COUNTY two (2) copies for each Agreement and/or Reporting Unit (RU), an
2 annual Cost Report with an accompanying financial statement and applicable supporting
3 documentation to reconcile to the Cost Report within forty-six (46) calendar days following
4 the end of each fiscal year (June 30), the expiration or termination of the contract, which ever
5 occurs first. The Cost Report shall detail the actual cost of services provided to include staff
6 time accounting. The Cost Report shall be provided in the format and on forms provided by
7 the COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until
8 receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of
9 this agreement.

- 10 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods
11 to distribute cost between COUNTY and non-COUNTY programs.
- 12 3. CONTRACTOR shall send one representative to the training held by COUNTY regarding
13 preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the
14 date and time of the training. Attendance at the training is necessary in order to ensure that the
15 Cost Reports are completed appropriately. Failure to attend this training may result in delay of
16 payment. CONTRACTOR is required to report expenditures and revenues. Expenditures shall
17 be accounted for and settled according to the attached budget. Detailed instructions on the
18 preparation of the Cost Reports are provided at the training.
- 19 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been
20 received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the
21 Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly
22 reimbursements will be withheld until the COUNTY is in possession of a completed cost
23 report. Future monthly reimbursements will be withheld if the Cost Report contains errors
24 which are not corrected within ten (10) calendar days of written or verbal notification from the
25 COUNTY. Failure to meet any pre-approved deadline extensions will immediately result in
26 the withholding of future monthly reimbursements.
- 27 5. A cost report shall be submitted and shall include a reconciliation of payments to
28 CONTRACTOR and all revenue received by CONTRACTOR
- 29 6. All current and/or future contract service payments to CONTRACTOR will be withheld by
30 the COUNTY until the final current and prior year Cost Report(s) have been reconciled,
31 settled and signed by CONTRACTOR, and received and approved by the COUNTY.

1 **H. AUDITS:**

- 2 1. CONTRACTOR agrees that any duly authorized representative of the Federal
3 Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or
4 transcribe any pertinent records and documentation relating to this Agreement or
5 previous Agreements in previous years.
- 6 2. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract
7 Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be
8 mailed a report summarizing the results of the site visit. A corrective Plan of Action will
9 be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report.
10 CONTRACTOR'S failure to respond within thirty (30) calendar days will result in
11 withholding of payment until the corrective plan of action is received. CONTRACTOR'S
12 response shall identify time frames for implementing the corrective action. Failure to
13 provide adequate response or documentation for this or previous year's Agreements may
14 result in contract payment withholding and/or a disallowance to be paid in full upon
15 demand.
- 16 3. If this contract is terminated in accordance with Paragraph 5, TERMINATION, Federal
17 and/or State governments may conduct a final audit of the CONTRACTOR. Final
18 reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results
19 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
20 during this period for services provided under the terms of this Agreement will be
21 regarded as revenue received and deducted as such from the final reimbursement claim.
- 22 4. Any audit exception resulting from an audit conducted by any duly authorized
23 representative of the Federal Government, the State or COUNTY shall be the
24 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid
25 in full upon demand or withheld at the discretion of the Director of Mental Health against
26 amounts due under this Agreement or Agreements(s) in subsequent years.

27 **I. BANKRUPTCY:**

28 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify County's
29 Department of Mental Health's Fiscal Services Unit, by certified letter with a carbon copy to the
30 Department of Mental Health's Program Support Unit, in writing of such. The CONTRACTOR

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shall submit a properly prepared Cost Report in accordance with the requirements and deadlines set forth in Section G before final payment is made.

RECOVERY ARTS CORE BUDGET

Innovation Projected Revenues and Expenditures

County: Riverside County Fiscal Year: 2009/10
 Work Plan #: INN-01
 Work Plan Name: Recovery Arts Core: A Peer-Based Project
 New Work Plan
 Expansion
 Months of Operation: 11/1/09 - 06/30/10
MM/YY - MM/YY

	County Mental Health Department	Other Governmental Agencies	Community Mental Health Contract Providers	Total
A. Expenditures				
1. Personnel Expenditures			139,200	\$139,200
2. Operating Expenditures		8,000	24,800	\$32,800
3. Non-recurring expenditures				\$0
4. Training Consultant Contracts			6,400	\$6,400
5. Work Plan Management			0	\$0
6. Total Proposed Work Plan Expenditures	\$0	\$8,000	\$170,400	\$178,400
B. Revenues				
1. Existing Revenues				\$0
a. Riv. Community Health Foundation for Occupational Therapist		8,000		\$8,000
b. RivCo. Transportation Commission Match Funds for Fuel			25,740	\$25,740
2. Additional Revenues				
a. In-Kind Support from Michelle Ebert Freire (Drama Professor)			2,400	\$2,400
3. Total New Revenue	\$0	\$0	\$2,400	\$2,400
4. Total Revenues	\$0	\$8,000	\$28,140	\$36,140
C. Total Funding Requirements	\$0	\$0	\$142,260	\$142,260

Personnel expenditures of \$139,200 will cover expenses and benefits associated with a full-time Manager, full-time Peer Support Specialist/Coordinator, full-time Occupational Therapist, and part-time Peer Artists.

Operating expenditures of \$32,800 will include rent, program supplies, phones, fuel (transportation), postage, printing, etc.

Training Consultant contract expenses of \$6,400 include consulting fees for drama, art, and music professionals working with the program.