

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

237



FROM: Department of Mental Health

SUBMITTAL DATE:
June 10, 2010

SUBJECT: Ratify the two (2) sole source Agreements for indirect mental health services for the Department of Mental Health.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify the two (2) Sole Source Professional Services Agreements with Catholic Charities, Inc. and Safe House, Inc. for indirect mental health services for FY 09/10;
2. Authorize the Chairman of the Board to sign the Agreements.
3. Authorize the Purchasing Agent to amend these agreements up to 10% of the annualized contract maximum; and
4. Authorize the Purchasing Agent to annually renew both agreements through June 30, 2015; and exempt the Purchasing Agent from the sole source requirement when renewing the Agreements annually in accordance with Ordinance 459.

BACKGROUND: The Department of Mental Health's Mental Health Services Act (MHSA), Prevention and Early Intervention Plan (PEI), received and filed by the Board on January 26, 2010, identifies specific indirect mental health services to be provided countywide. Through the MHSA PEI community stakeholder process and public hearings, Catholic Charities and Safe House were identified as the most qualified and resourceful organizations to provide these specialty indirect mental health services. The indirect mental health services include caregiver support group and training, and outreach to runaway youth. (Continued on Page 2)

JW:KS

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL
DATA

Current F.Y. Total Cost:	\$93,333	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: 100% State

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: June 22, 2010
xc: Mental Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

3.28

Prev. Aan. Ref.: 01/26/10. 3.32

District: ALL

Agenda Number:

FORM APPROVED COUNTY CLERK OF THE BOARD

BY: *Mark Seiler*
Mark Seiler, Assistant Director

Dep't Recomm.: ☐ Policy ☒ Consent
Per Exec. Ofc.: ☐ Policy ☒ Consent

SUBJECT: Ratify the two (2) sole source Agreements for indirect mental health services for the Department of Mental Health.

BACKGROUND: (Cont'd)

Catholic Charities of San Bernardino/Riverside offers a "Call to Care" Program that offers non-professional caregiver training and support that aids individuals in detecting the first onset of potential mental health issues. These services began in the desert and are expanding to meet the service need countywide. This non-professional organization is identified as a caregiver by religious communities and service organizations throughout Riverside County and the State of California.

Operation Safe House offers a "safe" place for youth to retreat to for security and to be referred to mental health services, if and when necessary. Operation Safe House is well known throughout the State of California and nationwide as the only provider in Riverside County offering these types of indirect mental health services.

FINANCIAL IMPACT:

The FY 2009/10 maximum amount for the Agreement with Catholic Charities is \$75,000; and the FY 09/10 contract maximum amount for the agreement with Safe House is \$18,333. Operation Safe House agreement has been prorated for FY09/10. Catholic Charities period of performance was prorated; however, the contract maximum is the annual amount to allow them the opportunity to provide the level of service that was budgeted in the MHSA PEI Plan for FY09/10. The agreement amounts have been budgeted in the department's current MHSA budget. No additional county funds are required.

PERIOD OF PERFORMANCE:

The Catholic Charities agreement has a period of performance from October 1, 2009 through June 30, 2011. The Safe House agreement has a period of performance from November 1, 2009 through June 30, 2011. Both agreements may be renewed annually for a period of five (5) years, upon availability of applicable Federal, State and/or County funds.

PRICE REASONABLENESS:

The department entered into contract negotiations to obtain a reasonable negotiated rate, and has completed the sole source justifications for these agreements, which are attached. Internet and community research shows that the costs for these services are consistent with the industry standard for the services being provided by both organizations. For FY 2009/10, the agreements combined total is \$93,333.

JUSTIFICATION FOR DELAY:

The department has been negotiating with these contractors the scope of work to ensure the services are consistent with the State approved Prevention and Early Intervention Plan. These agreements are now ready for Board approval.

Date: April 27, 2010

From: Maria T. Mabey, Assistant Director **Department/Agency:** Mental Health

To: Mark Seiler, Assistant Purchasing Director

Subject: Sole Source Procurement; Request for Catholic Charities, Call to Care Program

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: Training for non-professional caregivers to develop skills necessary for effectively helping people in times of need. Individuals receive on-going training, support and consultation from professional mental health staff which allows them to provide supportive services for which they have been trained. As a result of this training and support, these individuals function as caregivers, providing assistance to individuals experiencing difficulty in their lives, within religious communities or service organizations. Since the approval of the MHSA Prevention and Early Intervention Plan, Call to Care services are being expanded from the desert region only to countywide.

Supplier being requested: Catholic Charities San Bernardino/Riverside – A Call to Care Program.

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

Extent of market search conducted: The Call to Care Program offered by Catholic Charities is a proprietary program. Community members, community religious organizations and the department rely on the Call to Care Program to train community members who have a “calling” to care for other members of their community. This program networks with agencies and leads on-going meetings of community clergy from all religious affiliates which allows them to advertise this program throughout the communities.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: This Non-Profit agency created the “A Call to Care Program” to train and assist lay persons to initiate and maintain understanding, caring relationships with the persons of their religious communities, and to volunteer to use their lay counseling skills in other non-profit agencies.

Reasons why my department requires these unique features and what benefit will accrue to the county: These services have strengthened the desert communities and it is expected to strengthen the communities of the other two Riverside County regions by creating a nurturing environment where people can give and receive care. Since a great proportion of community members belong, at some level to a spiritual community or “church”, it is believed that the population is an excellent base from which to operate. Members of the religious communities who are non professional caregivers will be

trained as helpers to assist those in emotional pain. It should be understood that this program will not be a substitute for treatment by mental health professionals. The assistance of trained non professional persons helping in the community will benefit the County communities in several ways, i.e., provide help to people without utilizing the county's mental health resources, help to identify community members who may need mental health services who normally would not seek out help, and create a closer tie between this department and the religious communities.

Price Reasonableness: The cost for the training services is less than other traditional mental health training services and has not increased in several years.


Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No.



Department Head Signature **Date** 6-8-10

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove



Purchasing Agent **Date** 6-10-10

Date: April 29, 2010

From: Maria T. Mabey, Assistant Director **Department/Agency:** Mental Health

To: Mark Seiler, Assistant Purchasing Director

Subject: Sole Source Procurement; Request for Safe House Prevention and Early Intervention outreach to runaway youth

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: Outreach, linkage and personal/family counseling services to assist at-risk and in crisis youth in contact with or within the Operation SafeHouse emergency shelters within the County or Riverside.

Supplier being requested: Operation SafeHouse, Inc.

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

Extent of market search conducted: Through an internet search, Operation SafeHouse is identified as the only runaway youth shelter in Riverside County by many California homeless youth resources. Additionally, our staff's familiarity with local resources, identifies Operation SafeHouse as the only youth emergency shelter providing services to throwaway and runaway youth in Riverside County.

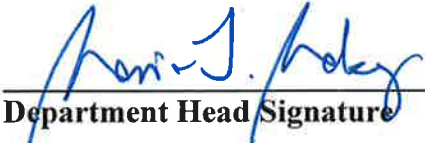
Features of the supply/service being requested from this supplier, which no alternative supplier can provide: Operation SafeHouse has been providing these services since 1990. Law enforcement and other local agencies utilize the shelter as a resource for youth they need to place in temporary living quarters. There is no alternative emergency shelter for runaway youth within the County of Riverside that can provide these services. Operation SafeHouse's goal is to foster stabilization and encourage family reunification.

Reasons why my department requires these unique features and what benefit will accrue to the county: Using Operation SafeHouse's services will enable us to meet requirements of the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funding criteria. These youth are one of the MHSA PEI target population groups. The services that Operation SafeHouse provides, gives us the opportunity to meet many of the goals that were identified through an extensive community planning process. The shelter provides services to youth that would otherwise be utilizers of higher cost services. The desired outcome is to enable this very vulnerable population reduce the risk of trauma exposure and to connect them with needed services that includes the reunification with family.


The Department has been providing funding to Operation SafeHouse for services since FY 2001/2002.

Price Reasonableness: The Agreement for FY09/10 is \$18,333 for outreach, linkage and personal/family counseling services. Within the Department outreach workers are usually Behavioral Health Specialist IIs at an annual salary and benefit cost of \$51,052 at Step 1.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No

for  6-8-10
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 6-10-10
Purchasing Agent Date

PROFESSIONAL SERVICE AGREEMENT

for

CALL TO CARE PROGRAM

between

COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH

and

CATHOLIC CHARITIES OF SAN BERNARDINO/RIVERSIDE



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1 This Agreement, made and entered into this ____ day of _____, 2010, by and between CATHOLIC
2 CHARITIES OF SAN BERNARDINO/RIVERSIDE, (herein referred to as "CONTRACTOR"), and the
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as
4 "COUNTY"). The 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 four (4) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one
8 (1) page.

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 that 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 October 1, 2009 and continue in effect through June 30,
21 2011, with the option to renew for four (4) 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 seventy-five thousand dollars (\$75,000) each Fiscal Year
28 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the
29 contracted amount and shall have no obligation to purchase any specified amount of services or products.
30 Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of
31 CONTRACTOR's expenses related to this Agreement.

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

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

Riverside County Department of Mental Health
Attention: Cultural Competency Unit
4060-A County Circle Drive
Riverside, CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (to be provided upon award), the number of training sessions, facilitator meetings, and Continuing Education Summit events held during the month and an invoice total. Signed attendance sheets shall be attached.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

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

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

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), Public
9 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:

19 **COUNTY OF RIVERSIDE**

20 **CONTRACTOR**

21 Riverside County Department of Mental Health
22 Attn: Cultural Competency Unit
23 4060-A County Circle Drive
24 Riverside, CA 92503

Catholic Charities of San Bernardino/Riverside
Attn: Ken Sawa
1450 North D Street
San Bernardino, CA 92405

25 **19. Force Majeure**

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

29 **20. EDD Reporting Requirements**

30 In order to comply with child support enforcement requirements of the State of California, the
31 COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

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

13 **21. Hold Harmless/Indemnification**

14 **21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies,
15 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,
16 elected and appointed officials, employees, agents and representatives from any liability, claim, damage or
17 action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees,
18 subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including
19 but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost
20 and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or
21 awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
22 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
23 representatives in any such action or claim. With respect to any action or claim subject to indemnification
24 herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own
25 choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior
26 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
27 whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's
28 obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate
29 form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim
30 involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
31 CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

1 **21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this
2 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
3 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

4 **21.3** CONTRACTOR's indemnification obligations shall also apply to any action or claim
5 regarding actual or alleged intellectual property infringement related to any material or product provided to
6 COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall
7 provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the
8 action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to
9 obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material
10 or product with the same function) on terms identical to those stated in this Agreement.

11 **22. Insurance**

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

15 **22.1 Workers' Compensation**

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

22 **22.2 Commercial General Liability**

23 Commercial General Liability insurance coverage, including but not limited to, premises liability,
24 contractual liability, products and completed operations liability, personal and advertising injury covering
25 claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy
26 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their
27 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
28 representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per
29 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
30 separately to this agreement or be no less than two (2) times the occurrence limit.

31 **22.3 Vehicle Liability**

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

8 **22.4 Professional Liability Insurance**

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

19 **22.5 General Insurance Provisions - All lines**

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

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

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

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

22 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any
23 extension thereof, there is a material change in the scope of services; or, there is a material change in the
24 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the
25 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the
26 monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk
27 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
28 become inadequate.

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

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

3 **23. General**

4 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by
5 operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or
6 assign any interest herein shall be deemed void and of no force or effect.

7 **23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement
8 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of
9 this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any
10 terms of this Agreement shall not be construed as in any manner changing the terms or preventing
11 COUNTY from enforcement of the terms of this Agreement.

12 **23.3** In the event the CONTRACTOR receives payment under this Agreement which is later
13 disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall
14 promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may
15 offset the amount disallowed from any payment due to the CONTRACTOR.

16 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless
17 specifically stated in the Agreement.

18 **23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage
19 or under a conditional sales contract or other agreement by which an interest is retained by a third party. The
20 CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or
21 provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

22 **23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or
23 equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to
24 be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified
25 in this Agreement.

26 **23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's
27 performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR
28 with reasonable facilities and timely access to COUNTY data, information and personnel.

29 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and
30 regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

1 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR
2 shall comply with the more restrictive law or regulation.

3 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and
4 health ordinances, statutes or regulations which apply to performance under this Agreement.

5 **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health
6 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of
7 California (Cal/OSHA).

8 **23.11** This Agreement shall be governed by the laws of the State of California. Any legal action
9 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the
10 State of California located in Riverside, California, and the parties waive any provision of law providing for
11 a change of venue to another location. In the event any provision in this Agreement is held by a court of
12 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
13 continue in full force without being impaired or invalidated in any way.

14 **23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of
15 the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,
16 proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or
17 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: [Signature]

12 Date: 6/7/10

13 Title: CEO / EXECUTIVE VICE-PRES.

14 Address: Catholic Charities of San Bernardino/Riverside
15 1450 North D Street
16 San Bernardino, CA 92405
17
18
19
20
21
22
23
24
25

COUNTY OF RIVERSIDE:

[Signature]
Marion Ashley, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

[Signature]
Deputy

26 **COUNTY COUNSEL**

27 PAMELA J. WALLS

28 County Counsel

29 Approved as to Form

30 By [Signature] 5/18/10
31 Deputy
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EXHIBIT A
SCOPE OF SERVICE

The County of Riverside, Department of Mental Health (RCDMH), agrees to enter into a Professional Services Agreement to provide the Call To Care Training Program for non-professional caregivers in each of the three major geographical areas that have been identified by RCDMH with Catholic Charities of San Bernardino/Riverside.

I. Purpose/ Background:

The Call to Care Training Program for non-professional caregivers goal is to provide training and support to community leaders that are connected to underserved populations in order to increase their awareness and knowledge of mental health, mental health resources, and to increase their readiness to identify potential mental health issues and eliminate stigma and discrimination associated with mental illness. The Call to Care Training Program has an interactive format which helps the participants practice the skills being taught. It centers first on the needs of the person seeking support or help, and secondly on increasing self-awareness of the caregivers. At the same time, it strives to point out and clarify the skills, knowledge and boundaries that the caregiver needs in order to be effective. The program teaches core qualities of a caregiver including good communication skills, cultural issues, mental health and recovery issues, loss and grief, care of self, suicide risk, stigma and discrimination, psychosocial impact of trauma, and dealing with at risk populations, particularly with the older adult population.

II. Vision and Philosophy

Community involvement and support is a protective factor in the prevention of serious mental illness. The department's Prevention and Early Intervention (PEI) efforts focus on development of community supports and intervention for individuals at risk of serious mental health problems.

The Call to Care Training Program is a resource in the community to build community capacity to better support those who are vulnerable and at risk of experiencing mental health problems.

III. Target Population

The target populations to receive the Call to Care Training Program are community-based and faith-based organizations, non traditional health care providers, indigenous traditional helpers, traditional healers, midwives, bone-setters, herbalists, and other specialist that offer different services aimed at preventing illness, restoring health and maintaining individual, collective and community health.

IV. Geographical Location:

It is the intent of RCDMH that the Call to Care Training Program be available in each of the geographical regions within the County of Riverside as identified below:

Western Region: The Western Region serves Riverside, Jurupa, Moreno Valley, Corona, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Western Region as possible. .

Mid-County Region: The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore, Temecula, and Perris and other surrounding unincorporated areas. The goal is to provide accessibility to as many areas in the Mid-County Region as possible.

Desert Region: The Desert Region serves areas east of Moreno Valley, including all cities and surrounding unincorporated areas found between Banning/Beaumont and the Arizona state line. Cities include, but are not limited to, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe.

V. Services to be Provided:

Contractor shall perform the following services in each region:

1 **1. Call To Care Training:**

- 2 a. Enhance the existing Call to Care Training Program curriculum in collaboration with
3 Department of Mental Health Cultural Competency Program. The Call to Care curriculum will
4 respond to the need for education, information and support of non- professional caregivers in
5 the community.
- 6 b. Conduct two regional trainings in English and two regional trainings in Spanish for a total of
7 12 trainings in a year. Training materials will be provided in both languages.
- 8 c. Each training will include, but is not limited to:
- 9 i. 12 classes of 2 hours each.
- 10 ii. Each class will track the attendance, demographic and contact information of each
11 participant.
- 12 iii. Each class will collect the “intention for involvement” form of each participant.
- 13 iv. Each class will be taught by facilitators trained in teaching the Call to Care curriculum.
- 14 v. No less than 40 participants will begin the Call to Care Training Program each year in
15 each region, totaling no less than 120 participants countywide.

16 **2. Call to Care Facilitator Meetings:**

17 Once per quarter, the regional facilitators conducting the Call to Care Training will meet for the
18 purpose of consultation, training the trainers, team-building, adherence to the curriculum, and
19 general supervision. These meetings will be 2 hours in length and will be conducted by the
20 program director.

21 **3. Call to Care Continuing Education Summit:**

- 22 a. Three Call to Care Continuing Education Summit will be held per year, one in each region of
23 the county. Catholic Charities staff in coordination and collaboration with the department’s

1 Cultural Competency Program will organize the Call to Care Continuing Education Summit
2 Events.

3 b. The Call to Care Continuing Education Summit will provide the opportunity for graduates of
4 the Call to Care Training, faith based organizations, and other non traditional, indigenous
5 traditional helpers, traditional healers, midwives, bone-setters, herbalists, and other specialist
6 that offer different services aimed at preventing illness, restoring health and maintaining
7 individual, collective and community health, to come together for networking, education and
8 support.

9 c. The Call to Care Continuing Education Summit will address issues of stigma and
10 discrimination, communication skills and information regarding mental health issues among
11 other topics of relevance in order to increase the engagement of the faith-based community
12 and other specialist offering services aimed at preventing illness, restoring health and
13 maintaining individual, collective and community health.

14 d. Each regional Call to Care Continuing Education Summit will be promoted widely as a Call to
15 Care sponsored event. Events shall be held at a conducive location, and will involve
16 recognition of the value of Call to Care in the local community, and the promotion of future
17 Call to Care Trainings.

EXHIBIT B
PAYMENT SCHEDULE

I. Reimbursement:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the maximum annual obligation as specified below:

Service	Nbr	Rate	Calculation	Budget
Call to Care Training	12	\$400/class	\$400 x 12 trainings x 12 classes per training	\$57,600
Call to Care Facilitator Meetings	12	\$450/meeting	\$450 x 12 meetings	\$ 5,400
Call to Care Continuing Education Summit	3	\$4,000/event	\$4,000 x 3 events	\$ 12,000
TOTAL BUDGET				\$ 75,000

II. Reallocation of Funds:

No funds allocated for any service type as designated in the tables above may be reallocated to another service type unless written approval is given by the Program Manager prior to the end of either the Contract Period of Performance or Fiscal Year.

PROFESSIONAL SERVICE AGREEMENT

for

MHSA Prevention and Early Intervention Services to Youth in Crisis

between

COUNTY OF RIVERSIDE

and

OPERATION SAFEHOUSE, INC.



JUN 22 2010 3:28

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This Agreement, made and entered into this ____ day of ____, 2010, by and between Operation SafeHouse, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Payment Provisions, consisting of three (3) pages attached hereto and by this reference incorporated herein.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective November 1, 2009 and continue in effect through June 30, 2011, with the option to renew for five (5) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$18,333 (eighteen thousand, three hundred and thirty-three dollars) during Fiscal Year 2009/2010 and \$60,400 (sixty thousand and four hundred dollars) during Fiscal Year 2010/2011 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of

services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

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

Riverside County Department of Mental Health
Attn: Janine Moore, MHSA PEI Coordinator
PO Box 7549
Riverside, CA 92513-7549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made.

No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

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

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

1 individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in
2 accomplishing the work under this Agreement.

3 **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
4 entertainment directly or indirectly to COUNTY employees.

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

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

20 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control
21 and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY
22 representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance
23 under this Agreement at any time upon reasonable notice to CONTRACTOR.

24 **9. Independent Contractor**

25 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall
26 not be deemed an employee of the COUNTY. It is expressly understood and agreed that the
27 CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any
28 benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement
29 benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no
30 employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless

1 from any and all claims that may be made against COUNTY based upon any contention by a third party that
2 an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed
3 by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or
4 direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for
5 accomplishing the results.

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

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

12 **11. Disputes**

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

21 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated
22 to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation
23 session shall be required if the first session is not successful. The parties shall share the cost of the
24 mediations.

25 **12. Licensing and Permits**

26 CONTRACTOR shall comply with all State or other licensing requirements, including but not
27 limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing
28 requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants
29 that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance
30 of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Department of Mental Health
Attn: Bill Brenneman, MHSA Manager
4095 County Circle
Riverside, CA 92503

CONTRACTOR

Operation SafeHouse, Inc.
Attn: Chief Executive Officer
9685 Hayes Street
Riverside, CA 92503

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

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

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

22. Insurance

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

22.1 Workers' Compensation

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

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

1 **22.3 Vehicle Liability**

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

9 **22.4 Professional Liability Insurance**

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

20 **22.5 General Insurance Provisions - All lines**

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

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

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

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

22 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any
23 extension thereof, there is a material change in the scope of services; or, there is a material change in the
24 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the
25 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the
26 monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk
27 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
28 become inadequate.

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

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

1 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR
2 shall comply with the more restrictive law or regulation.

3 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and
4 health ordinances, statutes or regulations which apply to performance under this Agreement.

5 **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health
6 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of
7 California (Cal/OSHA).

8 **23.11** This Agreement shall be governed by the laws of the State of California. Any legal action
9 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the
10 State of California located in Riverside, California, and the parties waive any provision of law providing for
11 a change of venue to another location. In the event any provision in this Agreement is held by a court of
12 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
13 continue in full force without being impaired or invalidated in any way.

14 **23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of
15 the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,
16 proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or
17 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
12 Signed: Kathy McAdara

13
14 Print Name: Kathy McAdara

15
16 Date: 6/10/10

17
18 Title: Executive Director

19 Address: Operation SafeHouse, Inc.
20 9685 Hayes Street
21 Riverside, CA 92503
22
23
24
25
26
27
28

COUNTY OF RIVERSIDE:

Marion Ashley
Marion Ashley, Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk

Kecia Harper-Ihem, deputy

29 **COUNTY COUNSEL:**

30 PAMELA J. WALLS

31 Approved as to Form

32
33 By Larisa P. McKenna 6/10/10

34 Deputy

Larisa P. McKenna

EXHIBIT A
SCOPE OF SERVICE

CONTRACTOR NAME: OPERATION SAFEHOUSE, INC.

DEPARTMENT I.D.: 4100209702-74720

I. INTRODUCTION:

The Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) component provides funding to prevent the development of serious emotional disorders and mental illness. This component focuses on interventions and programs prior to the onset of a serious emotional or behavioral disorder or mental illness. PEI funding also focuses on impacting key community mental health needs within the population groups of at-risk children, youth and young adults.

Operation SafeHouse, Inc., hereinafter referred to as CONTRACTOR is dedicated to the safety and well being of children in crisis and is committed to providing comprehensive support services for at-risk youth and those struggling with crisis situations.

II. SERVICES TO BE PROVIDED:

In support of the MHSA PEI Plan, Riverside County Department of Mental Health, hereinafter referred to as COUNTY or RCDMH, wishes to contract with CONTRACTOR for prevention and early intervention services to youth in crisis as follows:

A. Services at Riverside Emergency Shelter: The shelter located at 9685 Hayes Street, Riverside, CA 92503, is a 17-bed, 24 hour shelter that provides core essential services for runaway, homeless and throwaway kids. Core services provided at this location are shelter, food, clothing, counseling and recreation. CONTRACTOR shall provide targeted outreach and engagement to the vulnerable youth population to reduce the risk of trauma exposure and connect youth with needed services to include reunification with family. Crisis intervention and counseling strategies shall be used to facilitate reunification of the youth with an identified family member. Follow up referrals will be made to assist with stabilization of the living situation for the youth.

B. Time limited MHSA PEI focused project: Beginning July 1, 2010, CONTRACTOR shall provide services that are aligned with the MHSA PEI strategies as identified in the Riverside County MHSA PEI Plan approved by the state Mental Health Services Oversight and

Accountability Commission on September 24, 2009. These services shall be agreed upon in writing between COUNTY and CONTRACTOR.

III. GOALS AND OBJECTIVES:

The goal of this Agreement is to reduce the risk of development of mental health problems among homeless youth by fostering stabilization and encouraging reunification.

CONTRACTOR will also assist COUNTY to identify youth that are currently unserved or reluctant to receive mental health services. CONTRACTOR will reduce barriers to access and utilization of mental health services especially for unserved populations.

IV. POPULATION TO BE SERVED:

Services will be provided to children and adolescents and their families who are referred by law enforcement or by agencies who need to place them in temporary living quarters. Clients served may be from all areas of the County.

V. OUTCOME AND PERFORMANCE MEASURES:

CONTRACTOR shall provide a monthly report on the number, gender, age, and ethnicity of children and adolescents served, the total number of hours of outreach, the total number of hours of mental health services provided, number of referrals to mental health services and other client demographics as requested by COUNTY.

CONTRACTOR and COUNTY'S Contract Monitor shall meet at least quarterly to review and discuss the performance and obligations under this Agreement of each party thereto.

The Department of Mental Health will utilize the "Program Monitoring Team Manual" (PMT) as a tool to monitor the services provided by this contractor as stipulated in the contract. The monitoring will include all clinical, fiscal, and administrative components.

The CONTRACTOR and the COUNTY will work jointly to monitor outcome measures that have been agreed upon in writing by CONTRACTOR and COUNTY. The expected outcomes include but are not limited to:

- A. Increased willingness to utilize mental health resources as needed.
- B. Development of coping strategies in family and social relationships.
- C. Enhanced collaboration with agencies serving transition age youth.
- D. Reduction in access disparities for mental health services.
- E. Reduction of stigma associated with mental health services

EXHIBIT B
PAYMENT PROVISIONS

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement in arrears based upon the maximum obligation per fiscal year divided by the number of months the Agreement is in effect for that fiscal year.
2. 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.
3. CONTRACTOR will submit invoice for services monthly according to the Agreement, Paragraph 3, Compensation.
4. 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.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for Fiscal Year 2009/2010 shall be \$18,333 and for Fiscal Year 2010/2011 shall be \$60,400, subject to availability of Federal, State, and local funds. The maximum obligation for Fiscal Year 2010/2011 shall be as follows: \$27,500 for Services at Riverside Emergency Shelter as outlined in Exhibit A, Paragraph IIA and \$32,900 for services as outlined in Exhibit A, Paragraph IIB.

C. 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.

D. 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.

E. 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 **F. AUDITS:**

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

26 **G. BANKRUPTCY:**

27 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify County's
28 Department of Mental Health's Fiscal Services Unit, by certified letter with a carbon copy to the
29 Department of Mental Health's Program Support Unit, in writing of such. The CONTRACTOR
30 shall submit a properly prepared Cost Report in accordance with the requirements and deadlines
31 set forth in Section E before final payment is made.