

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



176

**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
June 15, 2011

**SUBJECT:** Approve two (2) Agreements for National Alliance on Mental Illness (NAMI) Signature Programs for all regions of Riverside County

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

1. Approve agreements for NAMI Signature Programs with the Oasis Rehabilitation Center and Jefferson Transitional Programs
2. Authorize the Chairman of the Board to sign the agreements;
3. Authorize the Purchasing Agent to enter into amendments staying within 10% of the annual contract maximum; and,
4. Authorize the Purchasing Agent to annually renew these agreements through June 30, 2015

**BACKGROUND:** In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) plan received and filed by the Board on January 26, 2010, item 3.32, the Department sought proposals to expand mental health stigma reducing activities to youth, transition age youth, adults and older adults. On August 11, 2010, the Department of Mental Health through the Purchasing Department issued Request for Proposal (RFP) # MHARC-065, (continued pg. 2)

JW:MB

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 35,979	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

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

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

- Policy
- Policy
- Consent
- Consent

**County Executive Office Signature** BY *Michael R. Shetler*  
Michael R. Shetler For Debbie Cournoyer

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 28, 2011  
xc: Mental Health, Purchasing

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

**3.85**

FORM APPROVED COUNTY COUNSEL BY *[Signature]* DATE *6/15/11*  
Purchasing: *[Signature]* Departmental Consultant - KEVINA  
Marilyn Saffler, Assistant Director

Dept's Recomm.:  
Per Exec. Ofc.:

**SUBJECT:** Approve two (2) Agreements for National Alliance on Mental Illness (NAMI) for all regions of Riverside County.

**BACKGROUND: (Cont'd)**

National Alliance on Mental Health (NAMI) Signature Programs. The three NAMI programs to be offered are: Parents and Teachers as Allies, In Our Own Voice, and Breaking the Silence.

The RFP was solicited to over 700 individuals representing traditional and non-traditional services providers throughout California and advertised on the Purchasing Department's website. On September 22, 2010, three (3) bids were received. The bids were evaluated by a team comprised of five (5) individuals from the Department of Mental Health. After an extensive clarification process, best and final offers were submitted March 3, 2011. Through careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that Jefferson Transitional Programs and Oasis Rehabilitation Center were the most responsive to all the elements within the RFP. The other proposal did not provide adequate information or specific strategies to achieve these goals. It is recommended for an agreement to be awarded to Jefferson Transitional Programs and to Oasis Rehabilitation Center.

**PRICE REASONABLENESS:**

The cost proposals for start-up and services ranged from \$83,848 to \$150,064. Oasis Rehabilitation Center's cost proposal of \$83,848 (Desert Region) and Jefferson Transitional Programs' cost proposals of \$99,472 (Western Region) and \$99,602 (Mid-County Region) were determined to be reasonable and were in-line with the projected budgeted cost to provide these services. The agreements have been adjusted for one month for fiscal year 2010/2011. The agreements will be renewed at an annual amount of \$182,008 for Jefferson Transitional Programs and \$79,498 for Oasis Rehabilitation Center.

**FINANCIAL IMPACT:**

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2010/11 budget for these services. No additional County funds are required.

**PERIOD OF PERFORMANCE:**

This agreement is effective from the date of approval through June 30, 2012, and may be renewed annually up to three (3) additional years, subject to the availability of funds.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**NAMI SIGNATURE PROGRAM**

**Desert Region**

**Between**

**COUNTY OF RIVERSIDE  
Department of Mental Health**

**and**

**Oasis Rehabilitation Center**



## TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	7
9. Independent Contractor .....	7
10. Subcontract for Work or Services.....	8
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination .....	9
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison.....	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12
23. General .....	14
Exhibit A.....	17
Exhibit B.....	22

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Oasis Rehabilitation Center, (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 four (4) pages at the prices stated in Exhibit B, Budget, consisting of one page.

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 that 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 upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for three (3) years, renewable in one year increments by written renewal, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation & Reimbursement**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget, which represents budgetary details for the NAMI Signature Program. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$90,474 (\$10,976 FY 2010/11 and \$79,498 FY 2011/12) including all expenses, subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. 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

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.

**3.3** CONTRACTOR shall be paid only in accordance with a properly prepared invoice submitted to COUNTY by CONTRACTOR within fifteen (15) working 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  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the service month; bill-to and ship-to addresses of ordering department/division; Agreement account number (provided by COUNTY), quantities, number of hours; item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of services provided by 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 of services provided 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.

**3.5** Reimbursement or a portion thereof may be withheld at the discretion of the COUNTY Director of Mental Health or designee due to material contract non-compliance, including audit disallowances.

**3.6** CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's NAMI Program shall indicate that funding for the services is provided in whole or in part by the Riverside County Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

**3.7** For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall submit to COUNTY a summary of costs and payments within forty-six (46) calendar days following the end

of each fiscal year (June 30), the expiration or termination of the Agreement, which ever occurs first to reconcile costs and payments of CONTRACTOR. The final year-end settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of the COUNTY has specified herein. Detailed instruction on the preparation of the summary of costs and payments will be provided by RCDMH.

**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** Funds allocated to specific budget categories, as identified in Exhibit B, may not be reallocated to another budget category without prior approval of the Mental Health Services Act Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit. Funds shall not exceed the total maximum obligation for the fiscal year.

**4.3** 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.

(c) Submit a summary of costs as described in section 3.7.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement, at the rates set forth in Exhibit B. CONTRACTOR shall submit to the COUNTY a detailed summary of costs and payments up to the date of termination for the media campaign.

**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** COUNTY may conduct a final audit of CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled.

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

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

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

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

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

## **9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and

agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

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

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance 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/Documents and Audits**

**15.1** 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 (5) 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  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

**CONTRACTOR**

Kent Dunlap, Sr. Vice President  
Stars Behavioral Health Group/Oasis Rehab. Ctr.  
1501 Hughes Way, Ste 150  
Long Beach, CA 90810

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements

for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and 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.

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

## **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.

### **22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not 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. 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.

### **22.4 Professional Liability Insurance**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from

new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

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

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

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

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

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and

the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of 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 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

**23.11** Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.

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

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

**COUNTY:**

Riverside County Department of Mental Health  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

**CONTRACTOR:**

Kent Dunlap, Sr. Vice President  
Stars Behavioral Health Group/Oasis Rehab. Ctr.  
1501 Hughes Way, Ste 150  
Long Beach, CA 90810

Signature: Bob Buster  
Print Name: Bob Buster  
Title: Chairperson, Board of Supervisors  
Date: 6/28/2011

Signature: Kent Dunlap  
Print Name: Kent Dunlap  
Title: Sr. Vice President  
Dated: 6/7/11

ATTEST:

KECIA HARPER-IHEM, Clerk

By Maria Canova

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Larisa R-Mckenna 6/15/11  
LARISA R-MCKENNA DATE

## EXHIBIT A SCOPE OF SERVICES

### 1. PROGRAM GOALS

The primary program goals of this project are to increase community awareness within target populations regarding mental health information and resources and to expand mental health stigma reducing activities to youth, transition age youth, adults, and older adults.

The Contractor is expected to utilize outreach to engage individuals and organizations by working within the community and collaborating with schools, businesses, community organizations, and faith-based organizations within the targeted areas as outlined in Section 4.

### 2. PROGRAM DESCRIPTIONS

The awarded contractor will be required to implement all three of the following programs in the Desert Region of the COUNTY either directly through their organization, or indirectly through subcontract.

#### a. Parents and Teachers as Allies

This program, created by the National Alliance on Mental Illness (NAMI), is designed to help families and school professionals identify the key warning signs of early-onset mental illnesses in children and adolescents in school. It focuses on the specific, age-related symptoms of mental illnesses in young people. An educator, a facilitator, a parent of a child with mental illness, and a Transition Age Youth consumer provide the two hour presentation at school sites. Educators often state the need for information regarding the signs of mental health issues in the children they are teaching; however, this education is not part of their formal education and training. For those who receive the program, it has been shown to be effective in reducing the stigma related to the mental health needs of children.

#### b. In Our Own Voice (IOOV)

This program, also developed by NAMI, is an interactive public education program in which two trained consumer speakers share their personal stories about living with mental illness and achieving recovery. Presentations will be given to consumer groups, students, faith based community members, interested civic groups, providers, politicians, law enforcement, and the public at large. Special efforts will be taken to reach the different age groups and targeted outreach will be made to underserved ethnic and cultural populations by offering the presentations in natural community settings, such as churches, family resource centers, and libraries. Presenters of the program will be reflective of the audience, i.e. TAY and Older Adult consumers will provide the presentation to individuals within their age group or to providers of service representing those age groups.

#### c. Breaking The Silence (BTS)

This NAMI program is an educational package that teaches students in upper elementary school, middle school, and high school about serious mental illness. The program humanizes serious mental illness through the use of stories. Students learn that mental illnesses are real illnesses that can be treated, and are not character flaws. The goal of the message is to separate the individual from the illness. Another primary goal of the program is to teach youth about stigma and how to overcome it. The lesson plans are easily implemented within the classroom setting. In addition to outreach to teachers in elementary, middle, and high schools, outreach will be made to teacher education programs in order to

provide presentations to future teachers about how to implement Breaking The Silence in the classroom.

**3. TARGET POPULATION TO BE SERVED**

The Contractor will serve a total of 1,560 unduplicated individuals in the following target populations:

**a. Parents and Teachers as Allies:**

The Parents & Teachers as Allies (P&TA) program will reach 480 parents and school personnel, including teachers, administrative and support staff (24 presentations/region x 20 participants/session).

**b. In Our Own Voice (IOOV):**

In Our Own Voice (IOOV) will reach 720 people including students, faith-based community members, members of interested civic and consumer groups, mental health providers, politicians, law enforcement personnel, and the public at large (36 presentations/region x 20 participants/session).

**c. Breaking The Silence (BTS):**

Breaking the Silence (BTS) will be distributed to 360 teachers, administrators, and individuals enrolled in teacher education programs in upper elementary school, middle, and high schools (18 presentations x 20 participants/session).

**4. GEOGRAPHIC LOCATION OF SERVICES**

Services must be provided in the Riverside County region listed below. Although other communities/areas may be included, the following are the priority communities/areas:

**a. Desert Region**

The target communities identified for the Desert Region are: Coachella, Mecca, Indio, North Palm Springs, Cathedral City, Blythe, Desert Hot Springs and Eastside Banning.

**5. STAFFING, RESPONSIBILITIES, QUALIFICATIONS**

Staffing requirements will include, but are not limited to the following:

- a. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.
- b. All staff funded for this project must attend and satisfactorily complete the initial training(s) for the portion(s) of the project that is their responsibility. Contractor(s) must coordinate and fund trainings for: Parents and Teachers as Allies, In Our Own Voice (IOOV), and Breaking The Silence (BTS).
- c. All NAMI signature classes and trainers must meet NAMI requirements on an on-going basis.
- d. Ensure that staff possess the ability to provide culturally competent services to ethnically and culturally diverse populations.
- e. Provide administrative, supervisory, and clerical support for the programs.

- f. Provide outcome measures to all program participants as outlined in Section 8.
- g. Ensure that all staff providing the programs be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- h. Ensure that personnel are competent and qualified to provide the NAMI programs identified within this RFP.

**6. SERVICE DELIVERY REQUIREMENTS**

Contractor shall ensure that service delivery requirements are met, which include, but are not limited to the following:

- a. Establish a consistent process of recruitment and selection of program staff to ensure representation of the diversity of the area(s) to be served.
- b. Provide administrative, supervisory, and clerical support. These activities will include, but not be limited to, the following:
  - i. Provide packages of materials for presentations as needed;
  - ii. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
  - iii. Provide individual and/or group supervision for the program providers. These meetings are designed to provide support and allow for discussion regarding what is working as well as barriers.
- c. Coordinate the activities, e.g., set up of presentations within the community and ensure that the providers and participants abide by the policies of the venue.
- d. Within three months of contract award, contractor(s) will meet with the local NAMI(s) to discuss collaboration and the roles and responsibilities of the provider(s) and the NAMI(s). Written agreements will be developed. If there is more than one local NAMI in the region(s) targeted there must be collaboration with each of the local NAMIs.
- e. Ensure that the following activities at a minimum are provided as follows:
  - i. **Parents and Teachers as Allies:** Two (2) presentations per month shall be made with approximately 20 participants per presentation. This totals to twenty-four (24) presentations per year. Presentations can be offered during teacher in-service, during PTA meetings, or at any time that school personnel and parents are available.
  - ii. **In Our Own Voice:** Three (3) presentations per month shall be made with approximately 20 participants per presentation. This totals to thirty-six (36) presentations per year. Ensure that presentations occur at non-traditional mental health settings, non-stigmatizing locations where community members have access and are comfortable. These may include but are not limited to schools, parks, community based organizations, and faith based organizations
  - iii. **Breaking The Silence:** Two (2) presentations per month during 9 months of the school year. Presentations will introduce the Breaking The Silence program to administrators and teachers. This will include presentations for teachers at school sites and for participants in teacher education programs. This totals eighteen (18) presentations per year. In addition, contractor(s) will provide the BTS lesson plans to the schools for use with their students and provide support as needed for implementation by the teachers.

- f. Collaborate with RCDMH to establish quality improvement and monitoring protocols for each of the programs.

## **7. DOCUMENTATION OF SERVICES**

- a. Contractor shall maintain appropriate records documenting all of the services provided through the contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the State Department of Mental Health and the Riverside County Department of Mental Health.
- b. These records shall include, but are not limited to:
  - i. Provide monthly documentation of each presentation, per program provided, which will include sign in sheets that include the presenter(s), the date, time, and location of the presentation. This will include copies of material that were presented/discussed.
  - ii. Documentation of outreach efforts on a monthly basis, which will include the names of the organizations and person(s) contacted to give an overview of the NAMI programs and schedule the presentations.
  - iii. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
  - iv. All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.
  - v. Copies of completed outcome measures.
  - vi. Data entry into ImageNet, or other approved County Management Information System.

## **8. PERFORMANCE OUTCOMES**

Outcome measures will include satisfaction surveys as well as pre- and post- questionnaires. Outcome reporting as assigned by the State Department of Mental Health and the Mental Health Services Oversight and Accountability Commission will be an additional requirement of the contractor.

## **9. WORK PRODUCT**

All work papers prepared in connection with the contractual services will remain the property of the County.

All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, and reports rendered to the County are the exclusive property of the County and subject to its use and control.

**EXHIBIT B  
BUDGET**

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. Contractor shall perform duties described in Exhibit A, then, submit an invoice monthly to COUNTY for services as described the agreement under Section 3. Compensation.

The contract maximum for the NAMI Signature Program services shall not exceed \$90,474. The budget detail is below:

<u>PROJECTS:</u>	<u>DESERT (FY 2010/11)</u>	<u>(FY 2011/12)</u>
<b>Parents &amp; Teachers as Allies</b>		
Salary & Benefits	\$1,564	\$18,764
Training	\$250	\$ 3,000
Other Service Related	\$204	\$ 2,448
Administrative	<u>\$202</u>	<u>\$ 2,421</u>
Project Total	<u>\$2,220</u>	<u>\$26,633</u>
<b>In Our Own Voice</b>		
Salary & Benefits	\$1,424	\$17,084
Training	\$250	\$ 3,000
Other Service Related	\$197	\$ 2,364
Administrative	<u>\$187</u>	<u>\$ 2,245</u>
Project Total	<u>\$2,058</u>	<u>\$ 24,693</u>
<b>Breaking the Silence</b>		
Salary & Benefits	\$1,289	\$15,464
Training	\$636	\$ 7,632
Other Service Related	\$210	\$ 2,515
Administrative	\$213	<u>\$ 2,561</u>
Project Total	<u>\$2,348</u>	<u>\$28,172</u>
<b>Start-up Costs</b>	<u>\$ 4,350</u>	(Can roll over funds into FY 2011/12)
<b><u>Total</u></b>	<b><u>\$10,976</u></b>	<b><u>\$ 79,498</u></b>

The above line item summary is as reflected in the "COST PROPOSAL SHEETS" submitted with the bid "best and final" offer. Any cost greater than budgeted within each project or any significant line item cost adjustments, greater than 10% of the line item as represented above, within projects should be mutually agreed upon in advance by CONTRACTOR and the COUNTY.

**PROFESSIONAL SERVICE AGREEMENT**

for

**NAMI SIGNATURE PROGRAM  
Mid-County & Western Region**

Between

**COUNTY OF RIVERSIDE  
Department of Mental Health**

and

**Jefferson Transitional Programs**





## TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance .....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	7
9. Independent Contractor .....	7
10. Subcontract for Work or Services .....	8
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities .....	9
14. Non-Discrimination .....	9
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison.....	10
18. Notices.....	10
19. Force Majeure .....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12
23. General .....	14
Exhibit A. ....	17
Exhibit B. ....	22

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Jefferson Transitional Programs, (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 five (5) pages at the prices stated in Exhibit B, Budget, consisting of one page.

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 that 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 upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for three (3) years, renewable in one year increments by written renewal, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation & Reimbursement**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget, which represents budgetary details for the NAMI Signature Program. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$207,011; \$103,500 (\$12,501 for FY 2010/11 and \$90,999 for FY 2011/12) for services to the Western Region and \$103,511 (\$12,502 for FY 2010/11 and \$91,009) for the Mid-County Region, including all expenses, subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. 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.

**3.3** CONTRACTOR shall be paid only in accordance with a properly prepared invoice submitted to COUNTY by CONTRACTOR within fifteen (15) working 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  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the service month; bill-to and ship-to addresses of ordering department/division; Agreement account number (provided by COUNTY), quantities, number of hours; item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of services provided by 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 of services provided 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.

**3.5** Reimbursement or a portion thereof may be withheld at the discretion of the COUNTY Director of Mental Health or designee due to material contract non-compliance, including audit disallowances.

**3.6** CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's NAMI Signature program shall indicate that funding for the services is provided in whole or in part by the

Riverside County Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

3.7 For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall submit to COUNTY a summary of costs and payments within forty-six (46) calendar days following the end of each fiscal year (June 30), the expiration or termination of the Agreement, which ever occurs first to reconcile costs and payments of CONTRACTOR. The final year-end settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of the COUNTY has specified herein. Detailed instruction on the preparation of the summary of costs and payments will be provided by RCDMH.

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 Funds allocated to specific budget categories, as identified in Exhibit B, may not be reallocated to another budget category without prior approval of the Mental Health Services Act Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit. Funds shall not exceed the total maximum obligation for the fiscal year.

4.3 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.
- (c) Submit a summary of costs as described in section 3.7.

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

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 COUNTY may conduct a final audit of CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled.

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

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

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

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

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

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement

benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

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

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance 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/Documents and Audits**

15.1 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 (5) 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  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

**CONTRACTOR**

Sue Moreland, CEO  
Jefferson Transitional Services  
3839 Brockton Avenue  
Riverside, CA 92501-3201

19. **Force Majeure**

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

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

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

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and 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.

**21.3** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to

COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **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.

### **22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not 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. 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.

#### **22.4 Professional Liability Insurance**

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

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

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

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

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full

force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

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

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

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of 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 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

**23.11** Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.

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

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

**COUNTY:**

Riverside County Department of Mental Health  
Mental Health Services Act (MHSA) PEI  
ATTN: Janine Moore, MHSA PEI Coordinator  
3801 University Avenue, Suite 400  
Riverside, CA 92501

**CONTRACTOR:**

Sue Moreland, CEO  
Jefferson Transitional Services  
3839 Brockton Avenue  
Riverside, CA 92501-3201

Signature: Bob Buster  
Print Name: Bob Buster  
Title: Chairperson, Board of Supervisors  
Date: 6/28/2011

Signature: Sue Moreland  
Print Name: Sue Moreland  
Title: CEO  
Dated: 6/11/2011

ATTEST  
KECIA HARPER-IHEM, Clerk  
By Kecia Harper-Ihem  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Larisa R-Mckenna 6/15/11  
LARISSA R-MCKENNA DATE

**EXHIBIT A  
SCOPE OF SERVICES**

**1. PROGRAM GOALS**

The primary program goals of this project are to increase community awareness within target populations regarding mental health information and resources and to expand mental health stigma reducing activities to youth, transition age youth, adults, and older adults.

The CONTRACTOR is expected to utilize outreach to engage individuals and organizations by working within the community and collaborating with schools, businesses, community organizations, and faith-based organizations within the targeted areas as outlined in Section 4.

**2. PROGRAM DESCRIPTIONS**

The CONTRACTOR will be required to implement all three of the following programs in the Western and Mid-County Regions of the COUNTY, either directly through their organization, or indirectly through subcontract.

**a. Parents and Teachers as Allies**

This program, created by the National Alliance on Mental Illness (NAMI), is designed to help families and school professionals identify the key warning signs of early-onset mental illnesses in children and adolescents in school. It focuses on the specific, age-related symptoms of mental illnesses in young people. An educator, a facilitator, a parent of a child with mental illness, and a Transition Age Youth consumer provide the two hour presentation at school sites. Educators often state the need for information regarding the signs of mental health issues in the children they are teaching; however, this education is not part of their formal education and training. For those who receive the program, it has been shown to be effective in reducing the stigma related to the mental health needs of children.

**b. In Our Own Voice (IOOV)**

This program, also developed by NAMI, is an interactive public education program in which two trained consumer speakers share their personal stories about living with mental illness and achieving recovery. Presentations will be given to consumer groups, students, faith based community members, interested civic groups, providers, politicians, law enforcement, and the public at large. Special efforts will be taken to reach the different age groups and targeted outreach will be made to underserved ethnic and cultural populations by offering the presentations in natural community settings, such as churches, family resource centers, and libraries. Presenters of the program will be reflective of the audience, i.e. TAY and Older Adult consumers will provide the presentation to individuals within their age group or to providers of service representing those age groups.

**c. Breaking The Silence (BTS)**

This NAMI program is an educational package that teaches students in upper elementary school, middle school, and high school about serious mental illness. The program humanizes serious mental illness through the use of stories. Students learn that mental illnesses are real illnesses that can be treated, and are not character flaws. The goal of the message is to separate the individual from the illness. Another primary goal of the program is to teach youth about stigma and how to overcome it. The lesson plans are easily implemented within the classroom setting. In addition to outreach to teachers in elementary, middle, and high schools, outreach will be made to teacher education programs in order to



provide presentations to future teachers about how to implement Breaking The Silence in the classroom.

**3. TARGET POPULATION TO BE SERVED**

The CONTRACTOR will serve a total of 3,840 unduplicated individuals per region who meet the criteria for the identified programs listed below:

**a. Parents and Teachers as Allies (P&TA):**

The Parents & Teachers as Allies (P&TA) program will reach parents and school personnel, including teachers, administrative and support staff.

Two (2) presentations per month, per region shall be made with approximately 20 participants per presentation. This totals twenty-four (24) presentations per year per region.

**b. In Our Own Voice (IOOV):**

In Our Own Voice (IOOV) will reach consumer groups, students (including university/college) faith-based community members, members of interested civic and consumer groups, mental health providers, politicians, law enforcement personnel, and the public at large.

Three (3) presentations per month, per region shall be made with approximately 20 participants per presentation. This totals thirty-six (36) presentations per year, per region.

**c. Breaking The Silence (BTS):**

Breaking the Silence (BTS) will include students in upper elementary school, middle and high schools as well as individuals enrolled in teacher education programs.

Two (2) presentations per month, per region shall be made during the nine months of the school year. This totals eighteen (18) presentations per year per region.

**4. GEOGRAPHIC LOCATION OF SERVICES**

Proposed services must be provided in the Riverside County regions listed below. Although other communities/areas may be included, the following are the priority communities/areas:

**a. Western Region**

The target communities identified for the Western Region are: Rubidoux, Casablanca, East Side Riverside, Arlanza and Moreno Valley.

**b. Mid-County Region**

The target communities identified for the Mid-County Region are: Lake Elsinore, San Jacinto, Perris, Winchester and Romoland.

**5. STAFFING, RESPONSIBILITIES, QUALIFICATIONS**

Staffing requirements will include, but are not limited to the following:

a. Hire staff who are culturally and ethnically diverse, and who represent the ethnic, linguistic and gender characteristics of the individuals being served.

b. All CONTRACTOR staff providing the presentations for the programs Parents and Teachers as Allies and In Our Own Voice (IOOV) must attend and satisfactorily complete the initial

training(s) for the portion(s) of the project that is their responsibility. Contractor must coordinate and fund trainings for: Parents and Teachers as Allies and In Our Own Voice (IOOV). CONTRACTOR must download the toolkit for Breaking The Silence (BTS) and use the toolkit to implement the program.”

- c. All NAMI signature classes and trainers must meet NAMI requirements on an on-going basis.
- d. Ensure that staff possess the ability to provide culturally competent services to ethnically and culturally diverse populations.
- e. Provide administrative, supervisory, and clerical support for the programs.
- f. Provide outcome measures to all program participants as outlined in Section 8.
- g. Ensure that all staff providing the programs be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- h. Ensure that personnel are competent and qualified to provide the NAMI programs identified.
- i. Obtain a National Provider Identification (NPI) number for the agency (if applicable).

#### **6. SERVICE DELIVERY REQUIREMENTS**

CONTRACTOR shall ensure that service delivery requirements are met, which include, but are not limited to the following:

- a. Establish a consistent process of recruitment and selection of program staff to ensure representation of the diversity of the area(s) to be served.
- b. Provide administrative, supervisory, and clerical support. These activities will include, but not be limited to, the following:
  - i. Provide packages of materials for presentations as needed;
  - ii. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
  - iii. Provide individual and/or group supervision for the program providers. These meetings are designed to provide support and allow for discussion regarding what is working as well as barriers.
- c. Coordinate the activities, e.g., set up of presentations within the community and ensure that the providers and participants abide by the policies of the venue.
- d. Within three months of contract award, contractor will meet with the local NAMI(s) to discuss collaboration and the roles and responsibilities of the provider(s) and the NAMI(s). Written agreements will be developed. If there is more than one local NAMI in the region(s) targeted there must be collaboration with each of the local NAMIs.
- e. Ensure that the following activities at a minimum are provided as follows:
  - i. **Parents and Teachers as Allies (P&TA):** Two (2) presentations per month, per region shall be made with approximately 20 participants per presentation. This totals to twenty-four (24) presentations per year, per region. Presentations can be offered during teacher in-service, during PTA meetings, or at any time that school personnel and parents are available.

- ii. **In Our Own Voice (IOOV):** Three (3) presentations per month, per region shall be made with approximately 20 participants per presentation. This totals to thirty-six (36) presentations per year, per region. Ensure that presentations occur at non-traditional mental health settings, non-stigmatizing locations where community members have access and are comfortable. These may include but are not limited to schools, parks, community based organizations, and faith based organizations
  - iii. **Breaking The Silence (BTS):** Two (2) presentations per month, per region, during 9 months of the school year. Presentations will introduce the Breaking The Silence program to administrators and teachers. This will include presentations for teachers at school sites and for participants in teacher education programs. This totals eighteen (18) presentations per year, per region. In addition, the CONTRACTOR will provide the BTS lesson plans to the schools for use with their students and provide support as needed for implementation by the teachers.
- f. Collaborate with COUNTY to establish quality improvement and monitoring protocols for each of the programs.

## **7. DOCUMENTATION OF SERVICES**

- a. CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the State Department of Mental Health and the Riverside County Department of Mental Health.
- b. These records shall include, but are not limited to:
  - i. Provide monthly documentation of each presentation, per program provided, which will include sign in sheets that include the presenter(s), the date, time, and location of the presentation. This will include copies of material that were presented/discussed.
  - ii. Documentation of outreach efforts on a monthly basis, which will include the names of the organizations and person(s) contacted to give an overview of the NAMI programs and schedule the presentations.
  - iii. Monthly contract report, as outlined by COUNTY, shall be submitted to COUNTY. This monthly report shall summarize contractor activities.
  - iv. All records maintained by the contractor on behalf of COUNTY are the property of COUNTY.
  - v. Copies of completed outcome measures.
  - vi. Data entry into ImageNet, or other approved County Management Information System.

## **8. PERFORMANCE OUTCOMES**

Outcome measures will include satisfaction surveys as well as pre- and post- questionnaires. Outcome reporting as assigned by the State Department of Mental Health and the Mental Health Services Oversight and Accountability Commission will be an additional requirement of the contractor.

**9. WORK PRODUCT**

All work papers prepared in connection with the contractual services will remain the property of the COUNTY.

All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, and reports rendered to the COUNTY are the exclusive property of the COUNTY and subject to its use and control.

**EXHIBIT B  
BUDGET**

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. CONTRACTOR shall perform duties described in Exhibit A, then, submit an invoice monthly to COUNTY for services as described the agreement under Section 3. Compensation.

The contract maximum for the NAMI Signature program services shall not exceed \$207,011, separated into two regions, Western Region and Mid-County Region, as follows:

<b><u>PROJECTS:</u></b>	<b><u>Western</u></b>		<b><u>Mid-County</u></b>	
	<b>(FY2010/11)</b>	<b>(FY 2011/12)</b>	<b>(FY2010/11)</b>	<b>(FY 2011/12)</b>
<b>Parents &amp; Teachers as Allies</b>				
Salary & Benefits	\$1,692	\$20,308	\$1,692	\$20,308
Training	\$ 74	\$ 888	\$ 74	\$ 888
Other Service Related	\$ 503	\$ 6,040	\$ 572	\$ 6,863
Administrative	\$ 281	\$ 3,375	\$ 291	\$ 3,488
Project Total	<b><u>\$2,550</u></b>	<b><u>\$30,611</u></b>	<b><u>\$2,629</u></b>	<b><u>\$31,547</u></b>
<b>In Our Own Voice</b>				
Salary & Benefits	\$1,692	\$20,308	\$1,692	\$20,308
Training	\$ 140	\$ 1,675	\$ 140	\$ 1,675
Other Service Related	\$ 455	\$ 5,455	\$ 462	\$ 5,538
Administrative	\$ 291	\$ 3,494	\$ 292	\$ 3,504
Project Total	<b><u>\$2,578</u></b>	<b><u>\$30,932</u></b>	<b><u>\$2,586</u></b>	<b><u>\$31,025</u></b>
<b>Breaking the Silence</b>				
Salary & Benefits	\$1,692	\$20,308	\$1,692	\$20,308
Training	\$ 83	\$ 993	\$ 83	\$ 993
Other Service Related	\$ 408	\$ 4,893	\$ 332	\$ 3,983
Administrative	\$ 272	\$ 3,262	\$ 262	\$ 3,153
Project Total	<b><u>\$2,455</u></b>	<b><u>\$29,456</u></b>	<b><u>\$2,369</u></b>	<b><u>\$28,437</u></b>
<b>Start-up Costs</b>	<b><u>\$4,918</u></b>	(can be rolled over)	<b><u>\$4,918</u></b>	(can be rolled over)
<b><u>Total</u></b>	<b><u>\$12,501</u></b>	<b><u>\$90,999</u></b>	<b><u>\$12,502</u></b>	<b><u>\$91,009</u></b>

The above line item summary is as reflected in the "COST PROPOSAL SHEETS" submitted with the bid "best and final" offer. Any cost greater than budgeted within each project or any significant line item cost adjustments, within projects, should follow the guidelines in Section 4, titled, "Alteration and Changes to the Agreement."