

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

444



FROM: Department of Mental Health

SUBMITTAL DATE:
October 6, 2011

SUBJECT: Approve Professional Services Agreements for Prenatal Prevention for Post-Partum Depression: Mamás y Bebés in all regions of Riverside County

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve Professional Service Agreements, Prenatal Prevention for Post-Partum Depression: Mamás y Bebés with the providers listed in Attachment A;
2. Authorize the Purchasing Agent to enter into amendments staying within 10% of the annual aggregate amount of \$238,113; and,
3. Authorize the Purchasing Agent to annually renew the agreements through June 30, 2014.

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 assist individuals at risk of developing mental health problems. On December 8, 2010, the Department of Mental Health, through the Purchasing (continued pg. 2)

JW:LS

Jerry Wengert
Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$238,113	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 100% State MHSA

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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: October 18, 2011
xc: Mental Health, Purchasing

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

Prev. Agn. Ref.: 3.32 of 01/26/10 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26

SUBJECT: Approve Professional Services Agreements for Prenatal Prevention for Post-Partum Depression: Mamás y Bebés in all regions of Riverside County

BACKGROUND: (Cont'd)

Department, issued Request for Proposal (RFP) #MHARC-070 Prenatal Prevention for Post-Partum Depression: Mamás y Bebés. The objective of this funding is to identify pregnant women who are at high risk for developing depression, and to provide these high-risk women with an intervention aimed at preventing the onset of major depressive episodes during the pre and postpartum periods. The priority target population is monolingual Spanish-speaking Latina women, but may also include Bi-lingual and English-speaking Latina women as well as women of other ethnicities who are at risk of depression in the pre and postpartum periods.

PRICE REASONABLENESS:

The RFP was solicited to over 700 individuals representing traditional and non-traditional service providers throughout California and advertised on the Purchasing Department's website. On February 2, 2011, seven (7) bids were received. The bids were evaluated by a team comprised of four (4) individuals from the Department of Mental Health. Through an extensive clarification and evaluation process it was determined that the two (2) providers identified on Attachment A were the most responsive to all the elements within the RFP. The other four (4) proposals did not provide adequate information, were not consistent with PEI guidelines, or had insufficient plans for sustainability. One provider declined to accept the award. It is recommended for the agreement to be awarded to the two (2) providers identified on Attachment A.

The cost proposals for this bid ranged from \$48,864 to serve 36 women to \$185,039 to serve 120 women. The recommended provider cost proposals are determined to be reasonable and are in-line with the projected budget.

FINANCIAL IMPACT:

There are sufficient funds in the Department's Mental Health Services Act – Prevention and Early Intervention FY 2011/12 budget for these services. No additional County funds are required.

PERIOD OF PERFORMANCE:

These agreements are effective from the date of approval through June 30, 2012, and may be renewed annually for two additional years, subject to the availability of funds.

ATTACHMENT A

FISCAL YEAR 2011/12

<u>Provider</u>	<u>Region</u>	<u>Total Cost</u>
Family Service Association	Western & Mid-County	\$ 127,698
El Sol Neighborhood Educational Center	Desert	\$ 110,415

TOTAL \$ 238,113

PROFESSIONAL SERVICE AGREEMENT

for

PRENATAL PREVENTION FOR POST-PARTUM DEPRESSION:

Mamás y Bebés (Mothers and Babies)

Between

**COUNTY OF RIVERSIDE
Department of Mental Health**

and

El Sol Neighborhood Educational Center



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This Agreement, made and entered into this ____ day of ____, 2011, by and between El Sol Neighborhood Educational 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 five (5) pages at the prices stated in Exhibit B, Budget, consisting of one (1) 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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

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 two (2) 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$110,774 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 Services provided by CONTRACTOR pursuant to this Agreement, shall receive monthly reimbursement based upon Exhibit B cost breakdown divided by 1/12th and not to exceed the maximum obligation of the COUNTY as specified herein.

3.3 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.

3.4 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)
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.

3.5 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.

3.6 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.

3.7 CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's Prenatal Prevention for Post-Partum Depression: Mamás y Bebés (Mothers and Babies) Program shall indicate that funding for the program 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).

3.8 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.

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. §1210 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

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR

EL SOL NEIGHBOORHOOD EDUCATIONAL CENTER
ATTN: Alexander Fajardo
P.O. Box 449
San Bernardino, CA 92402

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.

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 County'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:

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

EL SOL NEIGHBORHOOD EDUCATIONAL CENTER
ATTN: Alexander Fajardo
P.O. Box 449
San Bernardino, CA 92402

Signature: Bob Buster Signature: [Signature]
Print Name: Bob Buster Print Name: Alex Fajardo
Title: Chairperson, Board of Supervisors Title: Executive Director
Date: OCT 18 2011 Dated: 8-30-11

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 10/11/11
NEAL R. KIPNIS DATE

EXHIBIT A SCOPE OF SERVICES

Prenatal Prevention for Post Partum Depression: Mamás y Bebés (Mothers and Babies):

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of the need for culturally-tailored intervention for the prevention of postpartum depression for the Latina community, particularly mono-lingual Spanish-speakers in Riverside County. Riverside County Department of Mental Health proposes to establish a new program to address this identified need within the targeted communities as identified throughout the community planning process. This program will include the provision of an evidence-based practice for the prevention of post-partum depression.

1.1 PROGRAM GOALS

The goal of this project is to identify pregnant women who are at high risk for developing depression, and to provide these high-risk women with an intervention aimed at preventing the onset of major depressive episodes during the pre and postpartum period. The targeted population to be served is mono-lingual Spanish-speaking Latina women, but may also include bi-lingual and English-speaking Latina women. Other women ethnicities that are at risk of depression in the pre and postpartum period can be served as well. The primary aim of this course is to teach and enhance mood-management skills in mothers-to-be. The intervention includes a 12-week course during pregnancy and four "booster sessions" that take place during the first postpartum year. This intervention was developed in both Spanish and English. Ideally, outreach efforts will focus on women who are between 12 and 24 weeks of pregnancy.

CONTRACTOR shall provide Prenatal Prevention for Post Partum Depression: Mamás y Bebés (Mothers and Babies) in culturally appropriate settings, incorporating the needs of the target population. Services will be situated in de-stigmatizing locations to increase the likelihood of women, with priority to Latina women, accessing those activities which will include settings where women typically go. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for women and their families.

1.2 TARGET POPULATION CRITERIA

The target population to be served is pregnant/newly parenting women who are at risk of depression with priority to the following:

- a. Latina women between 12 and 24 weeks of pregnancy; and
- b. Mono-lingual Spanish-Speakers

1.3 GEOGRAPHICAL LOCATION OF SERVICES

Services will be provided in the Desert County Region of Riverside County, targeting portions of the Coachella Valley to include Desert Hot Springs, Coachella, Mecca and Thermal as well as Eastside Banning.

1.4 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with the Riverside County Department of Mental Health (RCDMH), the Ethnic & Cultural Leaders in a Collaborative Effort, community organizations, health providers, non-profit organizations, social service agencies, local faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with this population. In addition, CONTRACTOR is expected to meet the following general program requirements:

1.4.1 Facilities

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility must provide confidential space for group prevention services.
- c. On-site childcare must be offered during the time services are offered to the mothers.
- d. The facility must be in compliance with any applicable state and local laws and requirements.

1.4.2 Programs

- a. The Mamás y Bebés (Mothers and Babies) course is the manualized program that will be utilized to meet the goals.
- b. CONTRACTOR may be required to obtain a National Provider Identification (NPI) number.
- c. There will be no charge to the program participants.

1.5 PROGRAM DESCRIPTION

Prevention and Early Intervention services shall be provided for pregnant women, with priority to Latinas and delivered to ensure region-wide access by members of this Underserved Cultural Population.

1.5.1 General Program Type

Mamás y Bebés (Mothers and Babies) - This is a manualized 12-week mood management course provided during pregnancy (women who are between 12 to 24 weeks pregnant) with post partum booster sessions at 1, 3, 6, and 12 months post-partum. The manual was designed to address the socio-cultural issues relevant to a low-income, culturally diverse population. The purpose is to teach participants to recognize which thoughts, behaviors, and social contacts have influence on their mood, the effect of mood on health, and the benefits of strengthening maternal-infant bonding.

CONTRACTOR will be trained in the Mamás y Bebés manualized program as coordinated by RCDMH and thereafter will demonstrate model adherence in the implementation of the practice.

CONTRACTOR will provide approximately 4 groups per week with approximately 10 participants per group. There will be three (3) cycles per year. The approximate number of women served will be 120 participants per year.

1.5.2 Staffing, Responsibilities, Qualifications

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

- a. Hire staff who are culturally and ethnically representative of the individuals being served.
- b. Ensure the provision of culturally competent services.
- c. Mamás y Bebés providers and supervisory staff must attend and satisfactorily complete the initial training for Mamás y Bebés which will be coordinated and funded by RCDMH. Each provider participating in the training will receive the Instructor Manual and any additional materials required by the trainers.
- d. Provide administrative, supervisory, and clerical support for the program.
- e. Comply with fidelity measures required by the Mamás y Bebés program model.
- f. Provide outcome measures to all program participants as described in Section 1.9.
- g. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- h. Ensure that personnel are competent and qualified to provide the services necessary.
- i. Ensure the following job description is filled:

Mamás y Bebés Providers (2):

The Mamás y Bebés course (Mothers and Babies) will be provided by a team of two individuals. Providers are required to have a minimum of a high school diploma or equivalent and have a minimum of one year experience with providing parenting, educational, or health classes (this may include being a parent, parent educator, health promoter, healthcare provider, school counselor, teacher, social worker, or mental health clinician).

The Mamás y Bebés Providers will teach the Mamás y Bebés course per the guidelines of the model after satisfactorily completing the training.

The Mamás y Bebés Providers will coordinate with supervisory staff to identify additional mental health needs as they arise and provide appropriate referrals as needed.

1.6 SERVICE DELIVERY REQUIREMENTS

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

- a. Provide the services to women between 12 and 24 weeks of pregnancy; with a priority to Mono-lingual Spanish-Speakers but may also include bilingual and English speaking women as well.
- b. Provide each program participant with a Participant Manual that will be provided and funded by RCDMH.
- c. Provide specific outreach activities that will engage the targeted population(s).
- d. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- e. Mamás y Bebés Providers will participate in monthly meetings coordinated and facilitated by RCDMH related to the implementation of Mamás y Bebés program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the EBP.

1.7 REGULATORY COMPLIANCE

CONTRACTOR shall:

- a. Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- b. Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- c. Submit monthly documentation to RCDMH as outlined by RCDMH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

1.8 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in a locked space. 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 Mental Health Oversight and Accountability Commission and the Riverside County Department of Mental Health.

These records shall include, but are not limited to:

- a. The CONTRACTOR shall maintain a log of referrals.
- b. Documentation of participants, dates, and locations. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets, as well as contact notes.
- c. Documentation of outreach efforts on a monthly basis.
- d. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- e. All records maintained by the CONTRACTOR on behalf of RCDMH are the property of RCDMH.
- f. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- g. Data entry into the County Management Information System (MIS).

1.9 PERFORMANCE OUTCOMES

RCDMH will coordinate with evidence-based practice model guidelines and fidelity measures to determine the required outcome measures to be utilized and monitored for this project. Outcomes measures will include satisfaction surveys as well as formal measures to be given prior to, during, and at the conclusion of Mamás y Bebés. CONTRACTOR will also complete required measures to ensure adherence to the evidence based practice.

Outcome reporting as assigned by the Mental Health Services Oversight and Accountability Commission will be an additional requirement of CONTRACTOR.

1.10 DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

RCDMH shall provide technical assistance on an as-needed basis for CONTRACTOR. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RCDMH and the Department's other contractors to ensure optimal collaborations, etc.

EXHIBIT B
Budget / Schedule I

CONTRACT PROVIDER NAME: El Sol Neighborhood Educational Center - Mama y Bebés		FY 11/12
ACTUAL COST ()		1/12th NEGOTIATED NET AMOUNT (X)
DEPT ID/PROGRAM:	410022???? - 74720 - 536240	RU #:PENDING

DESERT REGION

TYPE OF MODALITY	PEI OUTREACH	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	START-UP COSTS	TOTAL
MODE OF SERVICE:	45	n/a	n/a	n/a	n/a	
SERVICE FUNCTION:	10/20	n/a	n/a	n/a	n/a	
PROCEDURE CODES:	601, 602, 603	KS&B	KAdmin	KOps	Kstart-up	
UNIT MEASUREMENT:	hours	n/a	n/a	n/a	n/a	
NUMBER OF UNITS:	9,999	12	12	12	12	
COST PER UNIT:	\$0.0000	\$5,525.00	\$907.00	\$2,039.92	\$759.25	
GROSS COST:	n/a	\$66,300	\$10,884	\$24,479	\$9,111	\$110,774
1/12 Billing per Month	n/a	\$5,525	\$907	\$2,040	\$759	\$9,231
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						0
B. PATIENT INSURANCE						0
C. OTHER						0
TOTAL CONTRACTOR REVENUES						0
MAXIMUM OBLIGATION	n/a	\$66,300	\$10,884	\$24,479	\$9,111	\$110,774
S OF F - MAX OBLIGATION:						
A. MHSA - PEI	n/a	\$66,300	\$10,884	\$24,479	\$9,111	\$110,774
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	n/a	\$66,300	\$10,884	\$24,479	\$9,111	\$110,774

FUNDING SOURCES DOCUMENT: 2011-12 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

PROFESSIONAL SERVICE AGREEMENT

for

PRENATAL PREVENTION FOR POST-PARTUM DEPRESSION:

Mamás y Bebés (Mothers and Babies)

Between

**COUNTY OF RIVERSIDE
Department of Mental Health**

and

Family Service Association



OCT 18 2011 3.26

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This Agreement, made and entered into this ____ day of ____, 2011, by and between Family Service Association, (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 (1) 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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

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 two (2) 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$127,698 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 Services provided by CONTRACTOR pursuant to this Agreement, shall receive monthly reimbursement based upon Exhibit B cost breakdown divided by 1/12th and not to exceed the maximum obligation of the COUNTY as specified herein.

3.3 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.

3.4 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)
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.

3.5 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.

3.6 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.

3.7 CONTRACTOR's stationery/letterhead used for communication associated with COUNTY's Prenatal Prevention for Post-Partum Depression: Mamás y Bebés (Mothers and Babies) Program shall indicate that funding for the program 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).

3.8 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, whichever 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 3.8.

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.

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. §1210 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

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR

FAMILY SERVICE ASSOCIATION
ATTN: Veronica Dover
21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

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.

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:

DEPARTMENT OF MENTAL HEALTH
ATTN: Janine Moore
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

FAMILY SERVICE ASSOCIATION
ATTN: Veronica Dover
21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

Signature: Bob Buster

Print Name: Bob Buster

Title: Chairperson, Board of Supervisors

Date: OCT 18 2011

Signature: Veronica Dover

Print Name: VERONICA DOVER

Title: CHIEF OPERATING OFFICER

Dated: 8/31/11

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 10/11/11
NEAL R. KIPNIS

EXHIBIT A SCOPE OF SERVICES

Prenatal Prevention for Post Partum Depression: Mamás y Bebés (Mothers and Babies):

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of the need for culturally-tailored intervention for the prevention of postpartum depression for the Latina community, particularly mono-lingual Spanish-speakers in Riverside County. Riverside County Department of Mental Health proposes to establish a new program to address this identified need within the targeted communities as identified throughout the community planning process. This program will include the provision of an evidence-based practice for the prevention of post-partum depression.

1.1 PROGRAM GOALS

The goal of this project is to identify pregnant women who are at high risk for developing depression, and to provide these high-risk women with an intervention aimed at preventing the onset of major depressive episodes during the pre and postpartum period. The targeted population to be served is mono-lingual Spanish-speaking Latina women, but may also include bi-lingual and English-speaking Latina women. Other women ethnicities that are at risk of depression in the pre and postpartum period can be served as well. The primary aim of this course is to teach and enhance mood-management skills in mothers-to-be. The intervention includes a 12-week course during pregnancy and four "booster sessions" that take place during the first postpartum year. This intervention was developed in both Spanish and English. Ideally, outreach efforts will focus on women who are between 12 and 24 weeks of pregnancy.

CONTRACTOR shall provide Prenatal Prevention for Post Partum Depression: Mamás y Bebés (Mothers and Babies) in culturally appropriate settings, incorporating the needs of the target population. Services will be situated in de-stigmatizing locations to increase the likelihood of women, with priority to Latina women, accessing those activities which will include settings where women typically go. The setting(s) for service delivery will not be a traditional mental health setting and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for women and their families.

1.2 TARGET POPULATION CRITERIA

CONTRACTOR shall serve pregnant/newly parenting women who are at risk of depression with priority to the following:

- a. Latina women between 12 and 24 weeks of pregnancy; and
- b. Mono-lingual Spanish-Speakers

1.3 GEOGRAPHICAL LOCATION OF SERVICES

CONTRACT shall provide services in the following Regions of Riverside County:

- a. Mid County, targeting Lake Elsinore, San Jacinto and Perris.

- b. Western County, targeting Rubidoux, East Side Riverside, Arlanza and Moreno Valley

1.4 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR shall work cooperatively with the Riverside County Department of Mental Health (RCDMH), the Ethnic & Cultural Leaders in a Collaborative Effort, community organizations, health providers, non-profit organizations, social service agencies, local faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with this population. In addition, CONTRACTOR is expected to meet the following general program requirements:

1.4.1 Facilities

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, community-based organizations, faith-based organizations, libraries, and community centers that are located within the targeted communities.
- b. The facility must provide confidential space for group prevention services.
- c. On-site childcare must be offered during the time services are offered to the mothers.
- d. The facility must be in compliance with any applicable state and local laws and requirements.

1.4.2 Programs

- a. The Mamás y Bebés (Mothers and Babies) course is the manualized program that will be utilized to meet the goals.
- b. CONTRACTOR may be required to obtain a National Provider Identification (NPI) number.
- c. There will be no charge to the program participants.

1.5 PROGRAM DESCRIPTION

CONTRACTOR shall provide Prevention and Early Intervention services for pregnant women, with priority to Latinas and delivered to ensure region-wide access by members of this Underserved Cultural Population.

1.5.1 General Program Type

Mamás y Bebés (Mothers and Babies) - This is a manualized 12-week mood management course provided during pregnancy (women who are between 12 to 24 weeks pregnant) with post partum booster sessions at 1, 3, 6, and 12 months post-partum. The manual was designed to address the socio-cultural issues relevant to a low-income, culturally diverse population. The purpose is to teach participants to recognize which thoughts, behaviors, and social contacts have influence on their mood, the effect of mood on health, and the benefits of strengthening maternal-infant bonding.

CONTRACTOR will be trained in the Mamás y Bebés manualized program as coordinated by RCDMH and thereafter will demonstrate model adherence in the implementation of the practice.

CONTRACTOR will provide approximately 4 groups per week with approximately 10 participants per group. There will be three (3) cycles per year. The approximate number of women served will be 150 participants per year.

1.5.2 Staffing, Responsibilities, Qualifications

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

- a. Hire staff who are culturally and ethnically representative of the individuals being served.
- b. Ensure the provision of culturally competent services.
- c. Mamás y Bebés providers and supervisory staff must attend and satisfactorily complete the initial training for Mamás y Bebés which will be coordinated and funded by RCDMH. Each provider participating in the training will receive the Instructor Manual and any additional materials required by the trainers.
- d. Provide administrative, supervisory, and clerical support for the program.
- e. Comply with fidelity measures required by the Mamás y Bebés program model.
- f. Provide outcome measures to all program participants as described in Section 1.9.
- g. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- h. Ensure that personnel are competent and qualified to provide the services necessary.
- i. Ensure the following job description is filled:

Mamás y Bebés Providers (2):

The Mamás y Bebés course (Mothers and Babies) will be provided by a team of two providers. Providers are required to have a minimum of a high school diploma or equivalent and have a minimum of one year experience with providing parenting, educational, or health classes (this may include being a parent, parent educator, health promoter, healthcare provider, school counselor, teacher, social worker, or mental health clinician).

The Mamás y Bebés providers will teach the Mamás y Bebés course per the guidelines of the model after satisfactorily completing the training.

The Mamás y Bebés providers will coordinate with supervisory staff to identify additional mental health needs as they arise and provide appropriate referrals as needed.

1.6 SERVICE DELIVERY REQUIREMENTS

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

- a. Provide the services to women between 12 and 24 weeks of pregnancy; with a priority to Mono-lingual Spanish-Speakers but may also include bilingual and English speaking women as well.
- b. Provide each program participant with a Participant Manual that will be provided and funded by RCDMH.
- c. Provide specific outreach activities that will engage the targeted population(s).
- d. Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- e. Mamás y Bebés providers will participate in monthly meetings, coordinated and facilitated by RCDMH related to the implementation of Mamás y Bebés program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the Evidence Based Program (EBP).

1.7 REGULATORY COMPLIANCE

CONTRACTOR shall:

- a. Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- b. Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- c. Submit monthly documentation to RCDMH as outlined by RCDMH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

1.8 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in a locked space. 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 Mental Health Oversight and Accountability Commission and the Riverside County Department of Mental Health.

These records shall include, but are not limited to:

- a. The CONTRACTOR shall maintain a log of referrals.
- b. Documentation of participants, dates, and locations. Copies of material that is presented/discussed. This may include screening documentation, sign-in sheets, as well as contact notes.
- c. Documentation of outreach efforts on a monthly basis.
- d. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- e. All records maintained by the CONTRACTOR on behalf of RCDMH are the property of RCDMH.
- f. Other requirements may be determined as the Prevention and Early Intervention plan is implemented.
- g. Data entry into the County Management Information System (MIS).

1.9 PERFORMANCE OUTCOMES

RCDMH will coordinate with evidence-based practice model guidelines and fidelity measures to determine the required outcome measures to be utilized and monitored for this project. Outcomes measures will include satisfaction surveys as well as formal measures to be given prior to, during, and at the conclusion of Mamás y Bebés. CONTRACTOR will also complete required measures to ensure adherence to the evidence based practice.

Outcome reporting as assigned by the Mental Health Services Oversight and Accountability Commission will be an additional requirement of CONTRACTOR.

1.10 DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

RCDMH shall provide technical assistance on an as-needed basis for CONTRACTOR. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RCDMH and the Department's other contractors to ensure optimal collaborations, etc.

EXHIBIT B
Budget / Schedule I

CONTRACT PROVIDER NAME: FAMILY SERVICE ASSOCIATION - Mama y Bebés
DEPT ID/PROGRAM: 4100222158 - 74720 - 536240
ACTUAL COST ()
FY 11/12
1/12th NEGOTIATED NET AMOUNT (X)
RU #.PENDING

		WESTERN						MID COUNTY						
TYPE OF MODALITY	PEI OUTREACH	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	START-UP COSTS	REGION TOTAL	SALARY & BENEFITS	ADMIN COSTS	OPS COSTS	START-UP COSTS	REGION TOTAL	CONTRACT TOTAL		
MODE OF SERVICE:	45	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a				
SERVICE FUNCTION:	20-Oct	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a				
PROCEDURE CODES:	601, 602, 603	KS&B	KAdmin	KOps	Kstart-up		KS&B	KAdmin	KOps	Kstart-up				
UNIT MEASUREMENT:	hours	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a				
NUMBER OF UNITS:	9,999	12	12	12	12		12	12	12	12				
COST PER UNIT:	\$0.00	\$4,583.92	\$616.58	\$564.25	\$50.00		\$3,784.42	\$513.17	\$491.67	\$37.50				
GROSS COST:	n/a	\$55,007	\$7,399	\$6,771	\$600	\$69,777	\$45,413	\$6,158	\$5,900	\$450	\$57,921	\$127,698		
1/12 Billing per Month	n/a	\$4,584	\$617	\$564	\$50	\$5,815	\$3,784	\$513	\$492	\$38	\$4,827	\$10,642		
LESS REVENUES COLLECTED														
BY CONTRACTORS:														
A. PATIENT FEES						0					0	0		
B. PATIENT INSURANCE						0					0	0		
C. OTHER						0					0	0		
TOTAL CONTRACTOR REVENUES						0					0	0		
MAXIMUM OBLIGATION	n/a	\$55,007	\$7,399	\$6,771	\$600	\$69,777	\$45,413	\$6,158	\$5,900	\$450	\$57,921	\$127,698		
S OF F - MAX OBLIGATION:														
A. MHSA - PEI	n/a	\$55,007	\$7,399	\$6,771	\$600	\$69,777	\$45,413	\$6,158	\$5,900	\$450	\$57,921	\$127,698		
F. OTHER:														
TOTAL (SOURCES OF FUNDING)	n/a	\$55,007	\$7,399	\$6,771	\$600	\$69,777	\$45,413	\$6,158	\$5,900	\$450	\$57,921	\$127,698		

FUNDING SOURCES DOCUMENT: 2011-12 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE:

FISCAL SERVICE SIGNATURE: