

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

350



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

January 16, 2013

**SUBJECT:** Cooperative Agreement with Center on Deafness – Inland Empire (District: All/All).

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

1. Approve the Cooperative Agreement with Center on Deafness - Inland Empire;
2. Authorize the Chairman of the Board to sign the Cooperative Agreement;
3. Authorize the Director to annually renew the Cooperative Agreement through June 30, 2017; and
4. Authorize the Director to enter into amendments for the duration of the agreement.

**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, the department sought to establish cooperative efforts between Center on Deafness – Inland Empire (CODIE) and Riverside County Department of Mental Health (RCDMH) in conjunction with MHSA Prevention and Early Intervention (PEI) services for the Outreach and Engagement Work Plan to target the underserved Deaf and Hard of Hearing communities of Riverside County by reaching out with information and services.

(continued pg. 2)

JW:CH

*[Signature]*  
Jerry Wengert, Director  
Department of Mental Health

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

**SOURCE OF FUNDS:** N/A

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

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

APPROVE

**County Executive Office Signature**

By: *[Signature]*  
Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 29, 2013  
xc: Mental Health

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

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

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3-24

UNAPPROVED COUNTY COUNSEL  
Murray 1-7-13  
DA Departmental Concurrence  
BOEVA

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

**SUBJECT:** Cooperative Agreement with Center on Deafness – Inland Empire (District: All/All).

**BACKGROUND: (Cont'd)**

This agreement will initiate and provide mental health education and information for the Deaf and Hard of Hearing community, resulting in better outreach and engagement. The goal is to develop a method of identifying Deaf and Hard of Hearing at-risk for developing serious mental health-spectrum disorders, and by using early interventions, successfully engage them into future mental health treatment, and appropriate community resources. CODIE will also provide sensitivity training to RCDMH staff.

**FINANCIAL IMPACT:**

No exchange of funds will occur between RCDMH and CODIE. There are no County funds associated with approval of this agreement.

**PERIOD OF PERFORMANCE:**

This Cooperative Agreement is effective upon signature of all parties through June 30, 2014, and may be renewed annually up to three (3) additional years.

**COOPERATIVE AGREEMENT  
BETWEEN  
CENTER ON DEAFNESS - INLAND EMPIRE (CODIE)  
AND  
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

This Cooperative Agreement, hereinafter referred to as "Agreement", is made by and between the Center on Deafness - Inland Empire, hereinafter referred to as "CODIE," and Riverside County on behalf of its Department of Mental Health, hereinafter referred to as "RCDMH" and/or "COUNTY". To this end, each agency agrees to participate in the program by coordinating/providing the services described below.

**SUMMARY AND OBJECTIVE**

The purpose of this Agreement is to establish the cooperative efforts between both agencies in conjunction with the Riverside County Department of Mental Health's Prevention and Early Intervention (PEI) Services for Deaf and Hard of Hearing population. The collaboration will initiate and provide mental health education and information for the target population, resulting in better outreach and engagement. Additionally, collaboration will increase access to these services for identified Deaf and Hard of Hearing by reducing barriers, which include, but are not limited to stigma associated with receiving mental health services, and language and cultural diversity. Collaboration between RCDMH and CODIE will result in an increased ability to identify and engage the target population. The goal is to develop a method of identifying Deaf and Hard of hearing at-risk for developing serious mental health-spectrum disorders, and by using early interventions, successfully engage them into future mental health treatment, and appropriate community resources.

This outreach and engagement project is part of the Prevention and Early Intervention (PEI) and is consistent with the PEI plan developed by RCDMH and approved by the State of California on September 24, 2009.

**TARGET POPULATION**

The target population consists of Deaf and Hard of Hearing population throughout Riverside County, who seek information about mental health services. Through a collaborative approach, individuals identified will receive effective prevention information and referrals. CODIE representatives in collaboration with RCDMH, will identify appropriate, cultural and linguistic information and strategies to engage and provide information about mental health and mental illness to the target population.

**SCOPE OF SERVICES**

- RCDMH and CODIE will collaborate to identify and develop information about mental health and mental illness that is culturally and linguistically sensitive for

## **GENERAL PROVISIONS**

The CODIE and RCDMH agree to the following general provisions:

- A. **DUTIES**: The duties outlined above shall be performed in accordance with all applicable Federal, State and County regulations and guidelines, as they relates to the services provided. In addition to adherence to the specific service regulations, there are other applicable regulatory agencies that impose laws that govern the handling of health information. The regulatory agencies may include, but may not be limited to, the U.S. Department of Health and Human Services (HHS), the California Department of Health Care Services (CDHCS), and COUNTY'S Department of Mental Health (DMH).
- B. **DISPUTE**: In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, the parties shall attempt to resolve the dispute amicably. Pending resolution of this dispute, both parties agree to continue to work diligently. If the dispute is not resolved either party may terminate the Agreement by providing thirty (30) days notification of termination.
- C. **AGREEMENT**: This Agreement shall not be assigned by CODIE, either in whole or in part, without prior written consent from RCDMH. Any assignment or purported assignment of this Agreement by CODIE without the prior written consent of RCDMH will be deemed void and of no force or effect.
- D. **LICENSE AND CERTIFICATION**: CODIE verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed staff. CODIE warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

## **PERIOD OF PERFORMANCE**

This Agreement shall be effective upon signature of all parties through June 30, 2014, and may be renewed annually until June 30, 2017. This Agreement may be terminated with or without cause at any time, by either party, upon thirty (30) days prior written notice, or due to unavailability of State or Federal funding.

## **COMPLIANCE WITH LAW/CONFIDENTIALITY**

It is understood that both parties shall comply with all federal, state and local laws and ordinances applicable to the Services. Neither party will at any time or in any manner, either directly or indirectly, use or divulge, disclose, or communicate in any manner any information that is proprietary to either party or protected from disclosure by law. Each

party will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

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. CODIE shall not use such information for any purpose other than carrying out the CODIE's obligations under this Agreement. CODIE shall promptly transmit to the County all third party requests for disclosure of such information. CODIE 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.

Applicable Confidentiality Laws include, but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive; 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2, Health Insurance Portability and Accountability Act of 1996. Both Parties will require all officers, employees, and agents providing services hereunder to acknowledge the understanding of an Agreement to fully comply with, such confidentiality provisions.

#### **HOLD HARMLESS INDEMNIFICATION**

Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CODIE under or in connection with any work or authority delegated to CODIE under this Agreement. It is further agreed that CODIE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury occurring by reasons of anything done or omitted to be done by CODIE under or in connection with any work, authority or service by CODIE under this Agreement.

Neither CODIE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work or authority delegated to COUNTY under this Agreement. It is further agreed that COUNTY shall fully indemnify and hold CODIE harmless from any liability imposed for injury occurring by reasons of anything done or omitted to be done by COUNTY under or in connection with any work, authority or service by COUNTY under this Agreement.

#### **INSURANCE**

The CODIE and the COUNTY shall each have and maintain insurance policies or self insurance programs of the type and with limits of liability either required by law or normal for a public entity of their respective size and respective purpose. If, for any

reason, evidence of such insurance or self insurance is required by either party such evidence shall be provided to the other upon receipt of a written request.

**ENTIRE AGREEMENT / AMENDMENT / MODIFICATION**

The body of this Agreement fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both CODIE and RCDMH.

In the event that either party desires to amend the terms of this Agreement, CODIE and RCDMH will comply with the terms of this Agreement until such time as the amendment is approved by both parties.

**NOTICES**

All notices, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

CODIE: Lisa Price  
Center on Deafness - Inland Empire (CODIE)  
Regional Director  
3576 Arlington Avenue, Suite 211  
Riverside, CA 92506-3943

RCDMH: Myriam Aragon, LMFT  
Cultural Competence Program  
Department of Mental Health  
3801 University Avenue, Suite 400  
Riverside, CA 92501

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are submitted in writing and deposited in the United States mail, postage prepaid, and addressed as above. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall not be acceptable.

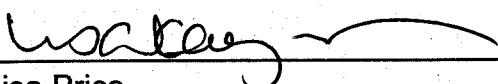
**RECORDS**

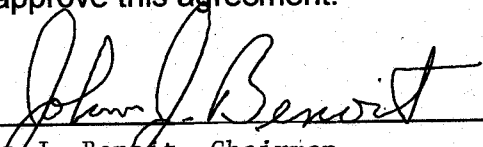
All records created, maintained, and used under this Agreement shall be retained collectively by RCDMH and CODIE for a period of five (5) years, at a minimum. In the event of litigation, the records shall be retained until all litigation involving the records have been fully resolved, plus five (5) years. Exceptions to the five (5) year rule will be

made if County, State, and/or Federal laws mandate a longer period or retention. Upon termination of this Agreement, all records, notes, documentation and other CODIE-generated items that were used, modified or controlled by RCDMH during the term of this Agreement shall be returned to CODIE.

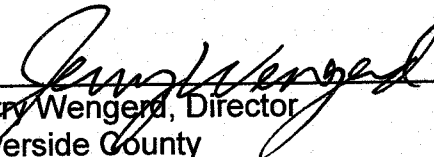
**SIGNATORIES**


We, the undersigned, as authorized representatives of the CODIE and the Riverside County Department of Mental Health, do hereby approve this agreement.

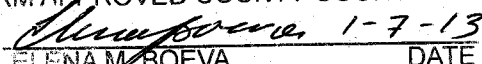
  
\_\_\_\_\_  
Lisa Price  
Executive Director  
Date: 1/16/12

  
\_\_\_\_\_  
John J. Berdit, Chairman  
Riverside County Board of Supervisors  
JAN 29 2013  
Dated: \_\_\_\_\_

Recommend Board Approval:

  
\_\_\_\_\_  
Jerry Wengert, Director  
Riverside County  
Department of Mental Health  
Dated: 10-3-12

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:   
ELENA M. BOEVA DATE