

FORM APPROVED COUNTY COUNSEL  
 BY: Wengert 10-24-13  
 DATE: ELENAM. BOEVA

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

343



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

**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
 October 24, 2013

**SUBJECT:** Approval of the Contract with California Institute for Mental Health (CiMH) for \$400,000 annually and Approval of the Contract Aggregate for \$1,250,000 to Provide Mental Health Training. (District: All) [\$1,650,000 ongoing].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Agreement with the California Institute for Mental Health (CiMH) for \$400,000 annually, to provide evidence based training;
2. Authorize the Chairman to execute the Agreement with CiMH;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign renewals, based on the availability of funding, and to sign amendments that do not change the substantive terms of the agreement through June 30, 2018;
4. Approve the aggregate of \$1,250,000 for training vendors who do not exceed \$100,000 per year; and,
5. Exempt the Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 and while staying within the Board approved aggregate amount of \$1,250,000 through June 30, 2018.

JW:AMF

Jerry Wengert  
 Jerry Wengert, Director  
 Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,650,000	\$ 1,650,000	\$ 8,250,000	\$ 1,650,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% State				Budget Adjustment: No	
				For Fiscal Year: 13/14	

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

BY: Elizabeth J. Olson  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: November 5, 2013  
 xc: Mental Health, Purchasing

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

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 11/03/09 Item 3.40      District: All/All      Agenda Number:

3-26

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

**FORM 11:** Approval of the Contract with California Institute for Mental Health (CiMH) and Approval of Contract Aggregate to Provide Mental Health Training. (District: All) [\$1,650,000 ongoing].

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On November 3, 2009 (3.40) the Board of Supervisors ratified the contract with CiMH, and made exempt the Purchasing Agent from requiring sole source justifications when entering into agreements with staff training vendors under \$100,000 per vendor, per year, with a maximum aggregate of \$1,250,000.

The Department of Mental Health (DMH) has continued with and expanded the workforce training program and is requesting to continue the sole source exemption. The Mental Health Services Act (MHSA) plans approved by the State Department of Mental Health called for a transformation of the Mental Health System. Since the dissolution of the State Department of Mental Health, oversight of administration of MHSA has since shifted from the State Department of Mental Health to the Department of Health Care Services (DHCS).

DHCS has retained CiMH to develop a stakeholder informed business plan for addressing critical mental health services. DMH would like to re-establish a contract with CiMH to continue to participate in CiMH sponsored trainings that support both MHSA related and ongoing Mental Health issues.

Direct service, clinical and administrative staff will be trained on the specific models and methodologies that are considered evidence-based practices in the treatment of mental illness. Licensed clinical staff are also required to complete continuing education trainings in order to maintain licensure. DMH requests this authority effective July 1, 2013, through June 30, 2014, with authority to renew annually through June 30, 2018.

**Impact on Citizens and Businesses**

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There are sufficient funds in the Department's budget for these training and technical assistance professional and instructional services agreements, as well as the other purchases related to facilitating trainings. No additional County funds are required.

**Contract History and Price Reasonableness**

The Department is currently working with Purchasing to develop a multi-year RFP plan for all contracts and agreements by the end of the fiscal year. The Department is requesting approval of establishing agreements with CiMH and other vendors which may be subject matter experts to provide trainings and technical assistance for staff to avoid interruption of services and ensure continuity of care for consumers.

Date: July 1, 2013

From: **Jerry Wengerd, Director** Department/Agency: **Mental Health**

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Training, Support and Consulting Services from California Institute for Mental Health (CiMH)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**Supply/Service being requested:** Training to support Mental Health Services Act (MHSA) Plan and other upcoming and ongoing mental health initiatives.

**Supplier being requested:** California Institute for Mental Health (CiMH).

**Alternative supplies that can or might be able to provide supply/service:** There is no other agency that is supporting the Counties' MHSA Plans and the entire MHSA implementation process to the extent that CiMH is providing support. CiMH provides webcast trainings, conferences, technical support and trainings in support of MHSA. CiMH is also acting as an intermediary with single and sole source providers of evidence-based practices that Counties are implementing with MHSA funding. CiMH also seeks grant funding for these team-based approaches to implementing evidence-based practices within the Counties and passes along the savings to the participating Counties. The alternative to this team-based approach would be to contract directly with the technical experts in the practices we outlined in our MHSA plan and not receive any discounts or savings that may be received by CiMH.

**Extent of market search conducted:** The Mental Health Services Act (MHSA) plans approved by the State Department of Mental Health called for a transformation of the Mental Health System. Since the dissolution of the State Department of Mental Health, oversight of administration of MHSA has since shifted from the State Department of Mental Health (DMH) to the Department of Health Care Services (DHCS). DHCS contracted with CiMH to develop and support a regionally-based workforce training initiative that is part of the MHSA implementation process.

**Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The California Department of Health Care Services (DHCS) has retained CiMH to develop a stakeholder informed business plan for addressing critical mental health services. This business plan will inform the actions of DHCS and counties in preparing for responding to myriad changes facing the delivery of mental health services in California has provided California counties with a networking system that allows for the sharing

of ideas and funding opportunities. They utilize a regional strategy to encourage partnerships to avoid duplication of cost and effort.

**Reasons why my department requires these unique features and what benefit will accrue to the county:** Utilizing CiMH gives the county the benefit of discounted rates due to their increased buying power. CiMH also allows Counties to implement their MHSA plans in a more comprehensive and cohesive manner as opposed to each County seeking to educate themselves individually on the concepts, philosophies and evidence-based practices that are part of the MHSA fund's stated purpose for transforming the mental health delivery system.

**Price Reasonableness:** CiMH acts as an intermediary for Counties and therefore receives discounted rates that are passed on to Counties. CiMH also pursues grant opportunities to support the Counties' training efforts which further reduces the end cost to the County.

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

*Jerry Wenzel* Department Head Signature 10-24-13 Date

Purchasing Department Comments

Approve      Approve with Condition/s      Disapprove  
*[Signature]*      10-24-13      11-20-13  
Purchasing Agent      Date      Date

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 10-24-13  
ELENA M. BOEVA      DATE

**PROFESSIONAL SERVICE AGREEMENT**

for

**TRAINING, CONSULTATION AND TECHNICAL ASSISTANCE SERVICES**

between

**COUNTY OF RIVERSIDE**

**DEPARTMENT OF MENTAL HEALTH**

And

**CALIFORNIA INSTITUTE FOR MENTAL HEALTH (CiMH)**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CALIFORNIA INSTITUTE FOR MENTAL HEALTH (CiMH)**, herein referred to as **CONTRACTOR**, and the **COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH**, 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 **ONE (1)** page at the prices stated in Exhibit B, Fee Schedule, 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 July 1, 2013, and continue in effect through June 30, 2014, unless terminated earlier, with option to renew annually through June 30, 2018. **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, Fee Schedule. Maximum payments by **COUNTY** to **CONTRACTOR** shall not exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** and is subject to the availability of State Mental Health Services Act 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.
- 3.2. No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if **CONTRACTOR** offers lower prices to another governmental entity) will automatically be extended to the **COUNTY**. The **COUNTY** requires written proof satisfactory

to **COUNTY** of cost increases prior to any approved price adjustment. Any price increases must be stated in a written amendment to this Agreement.

- 3.3. **CONTRACTOR** shall be paid only in accordance with a properly prepared invoice submitted to **COUNTY** by **CONTRACTOR** within fifteen (15) working days from the last day of each calendar month, and **COUNTY** shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to **CONTRACTOR** only after services have been rendered, 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) Administration  
Attn: Workforce Education and Training Unit  
3801 University Avenue, Suite 400  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: **CONTRACTOR** name, invoice number and date; remittance address and phone number; the service month; bill-to and ship-to addresses of ordering department/division; Agreement account number (provided by **COUNTY**), quantities, number of hours; item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.4. The **COUNTY** obligation for payment of services provided by this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of **COUNTY** funding from which payment can be made. No legal liability on the part of the **COUNTY** shall arise for payment of services provided beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, **COUNTY** shall immediately notify **CONTRACTOR** in writing; and this Agreement shall be deemed terminated and have no further force and effect.
- 3.5. Reimbursement or a portion thereof may be withheld at the discretion of the **COUNTY** Director of Mental Health or designee due to material contract non-compliance, including audit disallowances.

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

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



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

5. **Termination**

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

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

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

- a) Stop all work under this Agreement on the date specified in the notice of termination; and
- b) Transfer to **COUNTY** and deliver in the manner as directed by **COUNTY** any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to **COUNTY**.
- c) Submit a summary of costs.

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

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

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

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

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

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

7. **Conduct of Contractor**

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

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

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

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

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

The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. **Independent Contractor**

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

10. **Subcontract for Work or Services**

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

11. **Disputes**

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

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

12. **Licensing and Permits**

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

13. **Use By Other Political Entities**

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

14. **Non-Discrimination**

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

15. **Records/Documents and Audits**

**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 Department of Mental Health designated Manager and/or 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:

Riverside County Department of Mental Health  
Mental Health Services Act (MHSA) Administration  
ATTN: Workforce Education and Training  
3801 University Avenue, Suite 400  
Riverside, CA 92501

**COUNTY:**

Department of Mental Health  
MHSA Workforce Education & Training  
P.O. Box 7549  
Riverside, CA 92503-7549

**CONTRACTOR:**

California Institute for Mental Health (CiMH)  
2125 19<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95818

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

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

**21. Hold Harmless/Indemnification**

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

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

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

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

## **22. Insurance**

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

### **22.1. Workers' Compensation**

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

### **22.2. Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of **CONTRACTOR**'S

performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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 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 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 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.

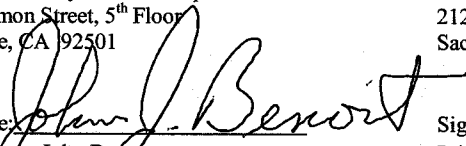
23. **General**

- 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.

- 23.8. **CONTRACTOR** shall comply with all applicable Federal, State and local laws and regulations. **CONTRACTOR** will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the **CONTRACTOR** shall comply with the more restrictive law or regulation.
- 23.9. **CONTRACTOR** shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.
- 23.10. **CONTRACTOR** shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11. Within five (5) calendar days of filing for bankruptcy, **CONTRACTOR** shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.
- 23.12. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 23.13. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

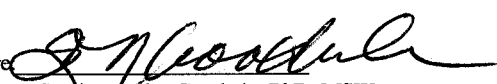
Riverside County Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

Signature:   
Print Name: John Benoit  
Title: Chairman of the Board

Date: NOV 05 2013

**CONTRACTOR:**

California Institute for Mental Health (CiMH)  
2125 19<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95818

Signature:   
Print Name: Sandra Naylor Goodwin, PhD, MSW  
Title: President and CEO

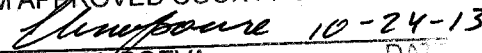
Dated: 8.7.13

**ATTEST:**

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:   
ELENA M. BOEVA DATE: 10-24-13

## **EXHIBIT A SCOPE OF SERVICE**

California Institute for Mental Health (**CONTRACTOR**) will assist the Riverside County Department of Mental Health (**COUNTY**) by providing the following services for the Mental Health System overall, as well as, the Adult and Children's Systems of Care:

- Technical assistance
- Administrative services
- Independent projects (policy development, consultation, evaluation/research)
- Development team participation
- Conducting annual conferences, workshops and training
- Related materials

### **MENTAL HEALTH SYSTEM**

Technical assistance, policy development and training in the ongoing development and implementation of the following subject matter:

- Cultural Competency
- Women's Issues
- Mental Health Services Act
- Telemental Health
- Other key practices and initiatives that impact the delivery of mental health services.

### **ADULT SYSTEM OF CARE**

**CONTRACTOR** conducts several educational, training, technical assistance and evaluation activities to assist in the provision of quality services to adults with psychiatric disabilities, such as but not limited to:

- Training and Technical Assistance for mandated programs (integrated services for people with psychiatric disabilities who are homeless) including housing development, employment, support for people with dual diagnosis, services for transition age youth and development of coalitions
- Training and Technical Assistance for providing recovery-oriented services and systems of care
- Training, Technical Assistance for, and evaluation of the implementation of Integrated Dual Diagnosis Treatment.

### **CHILDREN'S SYSTEM OF CARE**

Including but not limited to, technical assistance and trainings in the ongoing development and implementation of:

- Values-Driven, Evidence-Based Practices such as Aggression Replacement Training, Multidimensional Treatment Foster Care, Multidimensional Family Therapy, Cognitive Behavioral Therapy, Co-Occurring Disorders.
- Parent Providers of Care.
- Other initiatives as identified by the Department of Mental Health.

**EXHIBIT B  
FEE SCHEDULE**

**Contract Maximum:**

Expenses related to **CONTRACTOR** in general, shall not exceed \$400,000 in aggregate on an annual basis. **CONTRACOR** services may include; technical assistance, independent projects, policy development, consultation, evaluation/research, development team participation, annual conferences, workshops and specialized trainings, administrative services and related materials. Prior to any service being rendered **CONTRACTOR** and **COUNTY** will agree to details and timeline of delivery of services to **COUNTY**.

**Individual technical assistance and training:** Rates will be based upon, but not limited to, the following:

Full Day - \$2000 plus travel related expenses

Half-Day - \$1000 plus travel related expenses

\*\*Fees are inclusive of preparation, follow-up and travel time.

**Independent Projects:** For example, policy development, evaluation/research, literature research project, investigating specific practices and presentation of findings. Fees are based upon, but not limited to, the following:

\$125 per hour

**Development Team Participation:** Specialized training may be developed with the participation of the **CONTRACTOR**. The "fee per use" rate of this service will vary depending upon whether **CONTRACTOR** is receiving assistance from other funding sources and will be determined on a project-by-project basis.

**Regularly scheduled and/or annual conferences, workshops and trainings:** Participants will register on an individual basis with prior-approval from Mental Health Administration. Fees paid to **CONTRACTOR** will be based upon the conference/workshop/training registration and materials fee on a per use basis.

**Administrative Services:** **CONTRACTOR**, when directed, will act as an intermediary with third party vendors at a "fee per use" rate of no more than 10% of related invoice.

**Related Materials:** Costs for materials, to include but not limited to printed information, promotional items, and multimedia, needed to carry out any of the services related to this Agreement will be incurred at actual costs.