

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/21/14

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

123



FROM: Department of Mental Health

SUBMITTAL DATE:
 October 21, 2014

SUBJECT: Approval of the Professional Service Agreement with Aminifu R. Harvey, DSW to provide planning and development for a prevention program focused on African American youth and their families (District: All) [Total \$72,281] State

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Aminifu R. Harvey, DSW for the planning and development of the prevention program named Female Rites of Passage (FY14/15 \$72,281); and,
2. Authorize the Purchasing Agent to execute the Professional Service Agreement with Aminifu R. Harvey, DSW.

(Continued on Page 2)

JW:LS

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	\$ 72,281	\$ 0	\$ 72,281	\$ 0	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: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone 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 4, 2014
 xc: Mental Health, Purchasing

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

Prev. Agn. Ref.: 6/17/14, 3-37

District: All/All

Agenda Number:

3-22

Purchasing: *Mark Seiler*
 Mark Seiler, Assistant Director

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

Departmental Concurrence

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

FORM 11: Approval of the Professional Service Agreement with Aminifu R. Harvey, DSW to provide planning and development for a prevention program focused on African American youth and their families

(District: All) [Total \$72,281] State

DATE: October 21, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The Department of Mental Health's Prevention and Early Intervention (PEI) department held two community focus groups that was comprised of members of the community, stakeholders, community leaders, and existing PEI providers, to gather information regarding the needs of the African American Community to comply with the Mental Health Services Act (MHSA), Three Year Plan received and filed by the Board on June 17, 2014, Item 3-37, identified a PEI program to build resilience in African American Families. Based on the focus group it was recommended that a program is needed to meet the needs of African American females ages 11-13 years. Three programs were identified, reviewed, and evaluated. The focus group determined the Transformation Model as the most appropriate because it offers greater flexibility while still requiring structure, allows for the inclusion of culturally specific topics/needs, and addresses almost all of the concerns that were identified for this population. The Transformation Model material is currently out of print and the primary developer has passed away. Aminifu R. Harvey, DSW worked closely with the developer, has firsthand experience in this model, and has an expertise in developing and implementing Africentric programming for African American youth as well as worked with PEI for the Building Resilience in African American Families program. A curriculum and effective program measurement will be developed to further meet the needs of the African American population in Riverside County.

Impact on Citizens and Businesses

The establishment of the Female Rites of Passage Program will provide PEI tools to citizens of Riverside County who are African American girls, ages 11-13 years old and their caretakers who reside in communities that are underserved, low-income, exposed to violence, trauma, and other stresses. The Female Rites of Passage Program will focus on reducing the risk of developing mental health problems by providing tools to the participants to make appropriate healthy proactive decisions, decrease risky behaviors, enhance socialization skills, and enhance their appreciation for African/African American culture and contributions to civilizations, tolerance for religious, ethnic diversity, self-esteem, self-worth, and self-concept. 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

The development of the Female Rites of Passage Program will be one time only contract. After the curriculum has been developed, a contractor(s) to deliver the program will be identified through the Request For Proposal process. Funding for this contract service has been budgeted in the department's FY 14/15 budget. No additional county funds are required.

Contract History and Price Reasonableness

The department is recommending a sole source contract with Aminifu R. Harvey, DSW, the developer of Africentric Youth and Family Rites of Passage Program, an after school program and parenting classes for African American males ages 11-15 years and their families, to serve as the primary consultant in the development of a similar program for African American girls. When the cost is broken down, the hourly rate is below the average cost of other contracts for similar services.

Date: September 18, 2014

From: Maria Mabey Department/Agency: Mental Health
(Director or designee)

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Professional Service Agreement with Aminifu R. Harvey,
DSW to develop a curriculum for a Female Rites of Passage Program

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

1. **Supply/Service being requested:** The development of a manual for a Female Rite of Passage Program for African American girls ages 11-13 who are at risk of developing mental health problems and their parents/caregivers.
2. **Supplier being requested:** Dr. Aminifu R. Harvey, DSW
3. **Alternative suppliers that can or might be able to provide supply/service:**
Three (3) Africentric focused after school programs for African American girls were identified. The three programs are: Sisters of Nia, Inc. (Sisters of Nia (SON), A Cultural Enrichment Program to Empower Young African American Girls), Young Empowered Sisters (YES!) Promoting Cultural Assets Among African American Adolescent Girls through a Culturally Relevant School Based Intervention, and Transformation: A Rites of Passage Manual for African American Girls.
4. **Extent of market search conducted:**
Through an internet search, utilizing Google, the National Registry of Evidence-based Programs and Practices (NREPP) website and the Harvard Clearinghouse for after school programs, in addition to consulting with the developer of the existing boys' program, three (3) programs were identified that incorporated an Africentric perspective consistent with the existing Prevention and Early Intervention (PEI) Program, Building Resilience in African American Families (BRAAF). The three models identified above were presented to the community focus group for review, discussion, evaluation and selection based upon the needs of Riverside County's African American communities. The focus groups were held in accordance with the PEI guidelines of the community planning process to give representatives from the African American communities an opportunity to voice their community and cultural needs in the development of the programming for this underserved cultural population.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
Of the three programs identified, evaluated, and analyzed, the focus group identified the Transformation model as the most appropriate. It offers greater flexibility while still requiring structure, allows for the inclusion of regionally specific topics/needs, and addresses concerns identified for this population. This manual is currently out of print and the primary developer has since passed away. Dr. Harvey worked with the developers in the past, has firsthand knowledge of the model during implementation as the parent of participants, and has an expertise in developing and implementing Africentric programming for African American youth. This information was shared with the focus group as well as options to engage the developers of the other two models identified. The focus group felt that Sisters of Nia (SON) and Young Empowered Sisters (YES!) did not fully

and adequately capture all topics needed for our County's target population. Additionally, the two (2) curriculums; SON and YES focused mostly on political and social issues and could not be tailored to meet the needs of Riverside County.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Based on the community members and stakeholders recommendation, the department is implementing a Female Rites of Passage Program for girls ages 11-13 to focus on reducing the development of mental health problems by developing tools to decrease risky behaviors, develop socialization skills, make healthy and proactive decisions. This program will help the female participants to increase their appreciation for the African/African American culture and contributions to civilizations, tolerance for religious, ethnic diversity, increase self-esteem, self-worth, and self-concept.

The expected outcomes for the Parents/Guardians are the enhancement of their application of rewards, positive reinforcement, disciplinary repertoire/alternatives, the ability to advocate for their female children, improve communication skills, knowledge and application skills of human development with an emphasis on females of African descent, appreciation and love for their female children.

The book, Transformation: A Rites of Passage Manual for African American Girls was the most appropriate program to use as a guide to develop a Program to meet the needs of African American females, ages 11-13 years and the parent/caregiver. The authors; Gwen Akua Gilyard, has passed away, and Mafori Moore; Karen King; and Nsenga Warfield-Copock are in retirement and no contact information can be located. Dr. Harvey worked closely with the authors as a parent participant, is very educated in the manual and program and has a good understanding of the needs of this Riverside County Program.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

- a. The total contract maximum obligation will be \$72,281, which includes Dr. Harvey's inclusive professional fees of \$27,731, \$35,122 for ten (10) subcontracted consultants working on this project under Dr. Harvey, and 15% Administration Fee of \$9,428. These costs will pay for the Female Rites of Passage program development and the development of the curriculum and training manual; professional fees and associated expenses for Dr. Harvey and the subcontractors. The coordination and development of the manual will include two (2) day meetings, which will be held three (3) times (meeting summaries to be provided), as many phone consultations as needed, electronic communications and assistance with developing evaluation materials to ensure the program's success.
- b. Dr. Aminifu R. Harvey received his Doctorate in Social Work, is a published scholar, and has proven success in developing a Rites of Passage Program for boys. The team he is using as subcontractors consist of culturally competent clinicians, Girls Rites of Passage graduates and Riverside County community members.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). Yes, once the manual is developed, a RFP will be released and there will be training in the manual to the awarded providers. Dr. Harvey and his subcontractors will develop the manual. The training to the awarded providers may be by Dr. Harvey or another person from our community who was involved with the development of the manual.

9. **Period of Performance:** The development of the manual for the Female Rites of Passage Program will be a two (2) day meetings, held three (3) times throughout fiscal year 2014/2015 along with phone consultations. The contract may be renewed for an additional year to finalize the project, but it is anticipated that the manual will be developed prior to the end of the fiscal year.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

[Signature] 10-14-14
Department Head Signature Date

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>72,281</u>	One time	Annual Amount through <u>6-30-15</u>
<u><i>[Signature]</i></u>	<u>10-16-15</u>	<u>15-260</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PROFESSIONAL SERVICE AGREEMENT

for

**PLANNING AND DEVELOPMENT FOR
FEMALE RITES OF PASSAGE PROGRAM**

between

**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH**

And

AMINIFU R. HARVEY, DSW



NOV 04 2014

3-22

2014-11-12494

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This Agreement, made and entered into this 12th day of November, 2014, by and between AMINIFU R. HARVEY, DSW. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Mental Health Department (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, 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 that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4. Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2015, unless terminated earlier, and may be renewed for one (1) additional year to finalize project.

3. Compensation & Reimbursement

- 3.1. The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms in Exhibit B, Budget, which represents budgetary details for ongoing consultation. Maximum payments by COUNTY to CONTRACTOR shall not exceed **SEVENTY-TWO THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS EVEN (\$72,281)** and is subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. Unless otherwise specifically stated in Exhibit B,

COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2.** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. 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 approximately fifteen (15) working days after each consultation work group meeting and/or each phase of program development, 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. For this Agreement, send the original invoice to:

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

Or by email to:

Jamoore@rcmhd.org and to Lshreve@rcmhd.org

- a) Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the meeting date; Agreement account number (4100221541-74720-252440), number of hours for CONTRACTOR and each sub-contractor; meeting activities description, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered 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. 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 3.3.
- 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 coordination and development of the Female Rites of Passage Program and Manual.
- 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 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 the final product.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1. All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with

the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor

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

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of

the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the

CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

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

15. Records/Documents and Audits

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:

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

COUNTY:

Riverside County Dept. of Mental Health
MHSA Prevention & Early Intervention
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR:

Dr. Aminifu Richard Harvey, DSW
6 Cameroons Pl.
Durham, NC 27703

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 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 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original

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

- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance

coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

- 23.1.** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2.** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3.** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4.** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5.** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.
- 23.6.** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other

sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

- 23.7.** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.
- 23.8.** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9.** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.
- 23.10.** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11.** Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.
- 23.12.** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

COUNTY:

Riverside County Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

CONTRACTOR:

Dr. Aminifu Richard Harvey, DSW
6 Cameroons Pl
Durham, NC 27703

Signature: Melanie Hurst
Print Name:
Title: Purchasing Agent
Date: 11/12/14

Signature: Aminifu R. Harvey
Print Name: Dr. Aminifu R. Harvey, DSW
Title: Consultant
Dated: 9/24/14

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 10/21/14
ERIC STOPHER DATE

EXHIBIT A
SCOPE OF SERVICE

- I. Purpose: To coordinate the program planning and development of a Female Youth Rites of Passage Program Manual for adolescent girls ages 11-13 who are at risk for behavioral problems and their parent(s)/caregiver(s).
- II. Tasks:
 - A. Develop a brief description of the program and its purpose (develop a definition of risk for the purpose of this program).
 - 1. Girls modules
 - 2. Parenting component
 - 3. Therapeutic component
 - B. Take the leadership role in the development of a Training Manual for the contractors based upon the "Transformation Model" of Female Youth Rites of Passage.
 - C. Assist, Riverside County Department of Mental Health in the development of culturally competent evaluation instrument(s) for the Female Youth Rites of Passage Program.
- III. Time requirement :
 - A. Three (3), two (2) day meetings of the consultant group. One (1) day equals eight (8) hours.
 - B. Completion of the Female Youth Rites of Passage Training Manual.
 - C. Assistance with the development and completion of an evaluation instrument(s).
 - D. Working with the staff of the Riverside County Department of Mental Health (includes reviewing materials, documents, literature, drafting agreements, and assistance in the planning group members' completion of necessary documentations).
- IV. The completed manual will indicate that funding is provided by Riverside County Department of Mental Health; Mental Health Services Act, Prevention and Early Intervention

EXHIBIT B
PAYMENT SCHEDULE

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. CONTRACTOR shall perform duties as described in Exhibit A.

The contract maximum for Planning and Development for Female Rites of Passage Program shall not exceed \$72,281. CONTRACTOR will invoice, in accordance with Section 3-Compensation and Reimbursement of the agreement, using the invoice sample attached hereto as Attachment "A". The budget is as follows:

CONTRACTOR (all inclusive cost)
 Coordinate and Develop program (Manual Included).....\$27,731

Sub-contractors	# of mtgs	Total Hours	TOTAL
Core Consultant I	6	48	\$11,870
Core Consultant II	6	48	\$9,418
Core Consultant III	6	48	\$5,416
Clinician	1	8	\$973
Three (3) Community Representatives	2	16	\$2,789
Three (3) Lived Experience Reps.	1	8	\$4,656

Sub-contractors (10 consultants - all inclusive cost).....\$35,122
 Administrative Fee..... \$9,428
GRAND TOTAL..... \$72,281

INVOICE #

Date:

Dr. Aminfu Richard Harvey, DSW
 6 Cameroons Pl.
 Durham, NC 27703

BILL TO:

County of Riverside, Department of Mental Health
 MHSA/PEI
 3801 University Avenue, #400
 Riverside, CA 92501
 Attn: Linda Shreve, Administrative Services Analyst II

PROGRAM ROLE/SUBCONTRACTOR	NUMBER OF MEETINGS	CONSULTATION HOURS	TOTAL
SUB TOTAL			
ADMIN. COST @ 15%			
TOTAL			

**Make all checks payable to Dr. Aminfu Richard Harvey, DSW
 Thank you for your business!**