

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



ITEM
3.27
(ID # 7027)

MEETING DATE:

Tuesday, June 12, 2018

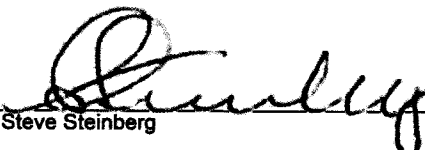
FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and execute the agreement with Recovery Innovations, Inc. Consumer Support and Training Agreement without seeking competitive bids for 3 years. Districts: All; [\$160,000 Annually, up to \$16,000 in Additional Compensation Per Fiscal Year; \$480,000 Total for 3 Years; 100% State Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the agreement with Recovery Innovations, Inc. (RII) to provide consumer support and training without seeking competitive bids for the term July 1, 2017 through June 30, 2018 for \$160,000; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and as approved to form by County Counsel to exercise renewal options and sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the maximum amount through June 30, 2020.


ACTION: Policy


Steve Steinberg 5/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 12, 2018
xc: Behavioral Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$160,000	\$160,000	\$480,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RII provides services and training to identify, develop and certify consumers into Peer Support Specialists – consumers trained to assist other consumers to successfully navigate Riverside University Health System-Behavioral Health (RUHS-BH) services and care programs. RII is the local pioneer creating, managing, and teaching curriculum for Mental Health Peer Development and Employment. They were instrumental in guiding RUHS-BH through the process of introduction, orientation, and integration for the training of Mental Health Peer Specialist positions. RII was involved in the development of the programs that enabled the department to operationalize the Mental Health Services Act (MHSA) Plan, which has become the standard of practice and successfully partnered with RUHS-BH to become a peer development leader in the State of California.

These activities promote and advance the recovery vision for Riverside County. RII has provided these services while continually improving the program as the needs of the consumers and community evolve. RII is instrumental in coordinating the Intern Program for Consumers, Family Members and Parent Partner Peer Support volunteers. Additionally, the Peer Employment training provided through this contract is the first step that sets the groundwork for a well-prepared pool of Mental Health Peer Specialist candidates from which to hire. Graduates from the training are screened and several are selected to participate in an Intern Program that provides detailed, on-the-job training to ensure they build the same skills as those already employed and providing direct services in the clinics and programs. RUHS-BH has over 200 peer positions and leads the state in peer employment.

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.

Additional Fiscal Information

There are sufficient funds in the Department's budget for FY17/18 and no additional County funds are required.

Contract History and Price Reasonableness

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

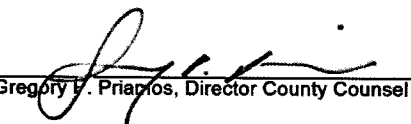
As a result of Request for Proposal #PUARC601, the Board of Supervisors approved the Consumer Support and Training Agreement with Jefferson Transitional Programs (JTP), now known as RII in the amount of \$80,000, (May 10, 2005, Item 3.13). The services provided under this contract were to engage consumer/family members in the development of the MHSA Plan. On March 28, 2006, (Item 3.60), the Board approved Amendment #1 to the agreement to add the training component for Mental Health Peer Support services to RUHS-BH consumers. On July 28, 2008, (Item, 3.93), the Board approved renewals of the Consumer Support and Training Agreement with JTP, through June 30, 2013. On November 6, 2012 (Item 3.47), the Board approved increases to the contract max not to exceed \$160,000 through June 30, 2017 in order to provide additional training and support for the intern program. At the time of the program approval, the County was not in receipt of the contract documents. The Board is being asked today to ratify the agreement and to provide approval for the Purchasing Agent to sign annual renewals through June 30, 2020. The agreement has been approved as to form by County Counsel and the single source approval by the Purchasing Agent is attached.


Melissa Noone, Associate Management Analyst

6/4/2018


Teresa Summers, Director of Purchasing

5/30/2018


Gregory F. Priaplos, Director County Counsel

5/30/2018

PROFESSIONAL SERVICE AGREEMENT

for

CONSUMER SUPPORTS AND TRAINING

between

COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH

(RUHS-BH)

and

RECOVERY INNOVATIONS, INC.



JUN 12 2018

3.27

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This Agreement, made and entered into this ___ day of ____, 2018, by and between **RECOVERY INNOVATIONS, INC.** (herein referred to as "**CONTRACTOR**"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "**COUNTY**"). The parties agree as follows:

1. Description of Services

- 1.1. **CONTRACTOR** shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the fees stated in Exhibit B, Budget, consisting of three (3) 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, 2017, and continue in effect through June 30, 2018, unless terminated earlier, and may be renewed annually, up to two (2) additional years upon written agreement by both parties.

3. **Compensation & Reimbursement**

- 3.1. The **COUNTY** shall pay the **CONTRACTOR** for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget, which represents budgetary details for ongoing consultation. Maximum payments by **COUNTY** to **CONTRACTOR** shall not exceed **ONE HUNDRED, SIXTY THOUSAND DOLLARS (\$160,000)** and is subject to the availability of State Mental Health Services Act 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** 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 University Health System-Behavioral Health
Mental Health Services Act (MHSA) Administration
David Schoelen, Behavioral Health Services Administrator
2085 Rustin Avenue
Riverside, CA 92507

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

3.4. The **COUNTY** obligation for payment of services provided by this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of **COUNTY** funding from which payment can be made. No legal liability on the part of the **COUNTY** shall arise for payment of services provided beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, **COUNTY** shall immediately notify **CONTRACTOR** in writing; and this Agreement shall be deemed terminated and have no further force and effect.

- 3.5. Reimbursement or a portion thereof may be withheld at the discretion of the **COUNTY** Director of Mental Health or designee due to material contract non-compliance, including audit disallowances.
- 3.6. For each fiscal year or portion thereof that this Agreement is in effect, **CONTRACTOR** shall submit to COUNTY a summary of costs and payments within forty-six (46) calendar days following the end of each fiscal year (June 30), the expiration or termination of the Agreement, whichever occurs first to reconcile costs and payments of **CONTRACTOR**. The final year-end settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of the COUNTY has specified herein. Detailed instruction on the preparation of the summary of costs and payments will be provided by RUHS-BH.

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 Administrator 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 3.6.

- 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 limited to duplication and/or distribution within the **COUNTY** or to third parties.

CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the **COUNTY**.

7. Conduct of Contractor

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

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

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

8. Inspection of Service: Quality Control/Assurance

8.1. All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the **COUNTY** or other regulatory agencies at all times. The **CONTRACTOR** shall provide adequate cooperation to any inspector or

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

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

9. **Independent Contractor**

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

grossly erroneous as necessarily to imply bad faith. The **CONTRACTOR** shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records/Documents and Audits

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the **CONTRACTOR's** costs related to this Agreement. All such books, documents and records shall be maintained by **CONTRACTOR** for at least five (5) years following termination of this Agreement and be available for audit by the **COUNTY**. **CONTRACTOR** shall provide to the **COUNTY** reports and information related to this Agreement as requested by **COUNTY**.

16. Confidentiality

16.1. The **CONTRACTOR** shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or

pricing/purchasing actions; **COUNTY** information or data which is not subject to public disclosure; **COUNTY** operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2. The **CONTRACTOR** shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The **CONTRACTOR** shall not use such information for any purpose other than carrying out the **CONTRACTOR's** obligations under this Agreement. The **CONTRACTOR** shall promptly transmit to the **COUNTY** all third party requests for disclosure of such information. The **CONTRACTOR** shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the **COUNTY**, any such information to anyone other than the **COUNTY**. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3. The **CONTRACTOR** is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The **COUNTY** Purchasing Agent, or designee, shall administer this Agreement on behalf of the **COUNTY**. The Purchasing Department is to serve as the liaison with **CONTRACTOR** in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY:

Riverside University Health System-Behavioral Health
MHSA Administration
Attn: David Schoelen, Behavioral Health Services Administrator
2085 Rustin Avenue
Riverside, CA 92507

Recovery Innovations, Inc. (RII)
David W. Covington, LPC, MBA
2701 N 16th Street, Suite 316
Phoenix, AZ 85006

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the **COUNTY** may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The **CONTRACTOR** agrees to furnish the required data and certifications to the **COUNTY** within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure

of the **CONTRACTOR** to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the **CONTRACTOR** to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If **CONTRACTOR** has any questions concerning this reporting requirement, please call (916) 657-0529. **CONTRACTOR** should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

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

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

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

non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

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

22.1. Workers' Compensation

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

22.2. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of **CONTRACTOR'S** performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the **COUNTY** of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of

liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3. **Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then **CONTRACTOR** shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the **COUNTY** of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

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** Riverside University Health System-Behavioral Health's Fiscal Services Unit by certified letter with a courtesy copy to **COUNTY's** Riverside University Health System-Behavioral Health's MHS 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.

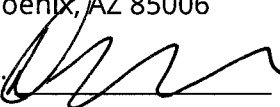
COUNTY:


Riverside University Health System-Behavioral Health
2085 Rustin Avenue
Riverside, CA 92507

By: _____ Date: _____
Melanie S. Hurst
Procurement Contract Specialist

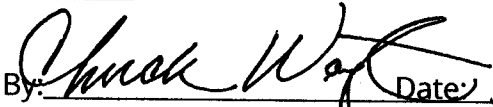
CONTRACTOR:

Recovery Innovations, Inc.
2701 N 16th Street, Suite 316
Phoenix, AZ 85006

By:  Date: 1/18/18
David W. Covington, LPC, MBA
CEO and President

Gregory P. Priamos
Approved as to Form
By:  _____
Deputy County Counsel

COUNTY:

By:  Date: JUN 12 2018
Chuck Washington, Chairman
Riverside County Board of Supervisors

ATTEST:

KECIA HARPER-HEM
By:  _____
DEPUTY

EXHIBIT A
SCOPE OF SERVICE

- I. The CONTRACTOR is to provide services/assistance to identify, support, train and certify consumers of mental health services so that peer support can be provided as part of the Riverside University Health System - Behavioral Health Service System. These activities are intended to assist the County with operationalizing the Mental Health Services Act Plan and will serve to promote and advance the recovery vision within Riverside County. Services and activities shall be paid at the rates included in Exhibit B - Fee Schedule. Activities can include, but not limited to, the following:
 - A. INTERN STIPENDS - Coordinate the processing of stipends for Consumer, Family Member and Parent Partner interns. New Interns will be placed in each region every six (6) months. Every two weeks activity reports are to be completed by the intern and verified by a COUNTY Sr. Mental Health Peer Specialist or on-site COUNTY supervisor.
 - B. TRAININGS - CONTRACTOR agrees to provide training(s) such as, but not limited to the following:
 1. Peer Employment Training (PET) - Each training is held over a period of two weeks for a total of no less than 72 hours per training. A minimum of seven (7) trainings per fiscal year are to be held throughout the three (3) regions, one of which may be a bilingual (Spanish) training. The training will be conducted as an interactive classroom style with role-play and testing, which prepares the individual to be qualified to work as a Mental Health Peer Support Specialist in the capacity of one or more of the following areas: Volunteer, Intern, Riverside University Health System (RUHS) - Behavioral Health P/T or F/T regular employee or TAP, or similar agency. Agreed upon criterion, established between CONTRACTOR and COUNTY, will be utilized for the selection of each trainee.
 2. Peer Employment Training Graduation - Following each two-week Peer Employment Training (PET), a graduation ceremony is held. Each ceremony will be limited to a maximum of 2.5 hours.

3. Additional training and consumer support activities may be required at the request of RUHS-Behavioral Health.
- C. DIRECT COSTS - CONTRACTOR agrees to provide oversight of this agreement by a Recovery Services Administrator and a Recovery Educator.
 - D. MISCELLANEOUS OPERATING EXPENSES - Other expenses may be incurred, which are not specifically outlined herein. This includes, but is not limited to, mileage, faxing, copying, postage, phone usage and recruitment. CONTRACTOR shall obtain prior approval of COUNTY before incurring other costs.
- II. Additional trainings or services may be requested. The CONTRACTOR is to acknowledge the request and respond with a specific plan of action within ten (10) business days, preferably by email. The response should include an outline of the training or services proposed; the date, time, and location when applicable; any staff involved & projected cost, prior to incurring any related expenses. All marketing materials must be provided to COUNTY for review before mass distribution. CONTRACTOR shall administer pre and post surveys for trainings and satisfaction surveys for other activities. CONTRACTOR shall provide a report based on survey results when requested for evaluation purposes.

**EXHIBIT B
FEE SCHEDULE**

COUNTY agrees to a maximum reimbursement of \$160,000, to the CONTRACTOR as follows:

- I. When a request for CONTRACTOR services/assistance is made by the COUNTY, the CONTRACTOR is to acknowledge the request and respond with a specific plan of action with an estimate of related expenses, within ten (10) business days. The confirmation should include type of training, date, facility location, estimated total expense. CONTRACTOR is not to incur any expenses prior to receiving COUNTY approval. An amendment to the contract will be made at such time is deemed necessary to continue to properly fund the outlined activities.

Expenses will be reimbursed as follows:

- A. INTERN STIPENDS - \$80.00 per week/per intern at intervals no less than every other week.

B. TRAININGS

1. Peer Employment Training (PET) & Graduation Ceremony - Total estimated cost of a PET training is approximately \$4,650 - \$6,125, due to fluctuating expenses between regions.
 - a. Additional necessary and reasonable supplies needed for training and graduation are to be paid at actual costs.
 - b. Car Rental up to \$100.00 per day.
 - c. Drivers Stipend \$10.00 per hour.
2. Additional training and consumer support activities may be requested by RUHS-Behavioral Health. Fees for trainings shall be negotiated with the CONTRACTOR by the COUNTY. Rates will be determined on a project-by-project basis and agreed upon in writing prior to commencement of activities by both the COUNTY and the CONTRACTOR. All other expenses, which are not outlined in this document, shall be agreed upon in writing by COUNTY and CONTRACTOR prior to incurring expense.

- C. DIRECT COSTS - An agreed upon portion of the following positions will be paid: Recovery Services Administrator and Recovery Educator.

D. MISC. OPERATING EXPENSE

1. Administrative fee shall not exceed 15% of the contract inclusive.
2. Copying \$0.15 per copy.

3. Postage rate used by CONTRACTOR will be current US Postal Service rates.
 4. Phone \$0.35 per minute.
 5. Fax \$0.40 per fax.
 6. Mileage will be reimbursed at current IRS rates.
 7. Additional expenses, such as meals, airfare, lodging (not to exceed \$159/night), and private mileage/car rental, will be reimbursed according to COUNTY maximums.
- II. All invoices submitted for reimbursement are to be supported by documentation of actual expenses incurred and paid by CONTRACTOR as evidenced by vendor receipt/invoice, payment warrant, telephone/fax log, mileage log, or other documentation that verifies the expense. The invoice must contain the name and date of the activity, name of the COUNTY staff requesting support, description of expenses and list of attendees where applicable.

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EXHIBIT B BUDGET

A. INTERN STIPENDS					
Consumer	8 interns	@	\$80 x	52	\$33,280
Family Member	2 interns	@	\$80 x	52	\$8,320
Parent Partner	1 interns	@	\$80 x	52	\$4,160
					\$6,864
RII Admin Fee		@	15%		\$6,864
SUB TTL					\$52,624
B.1. TRAININGS / Peer Employment Training (PET) and Graduations					
Western	3 trng/grad	@	\$3,172 each		\$9,516
Mid County	2 trng/grad	@	\$5,672 each		\$11,344
Desert/Eastern	2 trng/grad	@	\$4,872 each		\$9,744
					\$4,591
RII Admin Fee		@	15%		\$4,591
SUB TTL					\$35,195
B.2. TRAININGS / OTHER Projects					
WRAP, Advanced Peer, etc. - to be determined.					\$15,000
RII Admin Fee		@	15%		\$2,250
SUB TTL					\$17,250
C. DIRECT SUPPORT SERVICES					
Recovery Services Administrator	12	@	\$506		\$6,072
Recovery Educator	12	@	\$3,269		\$39,232
					\$6,796
RII Admin Fee		@	15%		\$6,796
SUB TTL					\$52,100
D. MISC. OPERATING EXPENSES					
To be paid at rates up to but not exceeding cost listed below....					
Recruitment	@	\$16/hr	Fax	@	\$0.40/fax
Copying	@	\$0.15/copy	Mileage	@	IRS rates
Postage	@	USPS rates	Airfare, lodging, car rental	@	County Max
Phone	@	\$0.35/min			
SUB TTL					\$2,832
CONTRACT MAX					\$160,000