

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

914



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

**SUBJECT:** Approve the Non-Financial, Set-4-School Program Agreements with various School Districts throughout the County of Riverside.

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

1. Approve the Set-4-School Cooperative Agreement template, Attachment "A", for Jurupa Unified School District, Lake Elsinore Unified School District, Nuview Union School District, Perris Elementary School District, Riverside Unified School District and the Department of Mental Health for FY2013/2014;
2. Authorize the Department of Mental Health Director or designee to administer the terms and conditions of the agreements; and
3. Authorize the Purchasing Agent to sign the agreements, to sign ministerial amendments to the agreements and to annually renew the non-financial, Set-4-School Program agreements through June 30, 2016.

**BACKGROUND:** The non-financial, Set-4-School (S4S) school district agreements are a result of the funding requirements set forth in the Department of Mental Health's (DMH) Proposition 10 grant award for First 5 Riverside (F5R) that makes financial provisions for S4S, mental health services to be provided throughout the County of Riverside.

(Continued on Page 2)

JW:KR

*Jerry Wengerd*  
Jerry Wengerd, Director  
Department of Mental Health

|               |                               |         |                         |          |
|---------------|-------------------------------|---------|-------------------------|----------|
| <b>FISCAL</b> | Current F.Y. Total Cost:      | \$ 0    | In Current Year Budget: | N/A      |
|               | Current F.Y. Net County Cost: | \$ N/A0 | Budget Adjustment:      | N/A      |
|               | Annual Net County Cost:       | \$ N/A  | For Fiscal Year:        | FY 13/14 |

|   |   |                          |
|---|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> Mental Health Initiative, First 5 Riverside, Set-4-School Grant Award | <b>Positions To Be Deleted Per A-30</b> |                          |
|   | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

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

APPROVE

BY: *Elizabeth J. Olson*  
Elizabeth J. Olson

**County Executive Office Signature**

Policy  Policy

Consent  Consent

PURCHASING & FLEET SERVICES: Robert Howdyspell, Director

FORM APPROVED COUNTY COUNSEL BY: *Elena M. Boeva* DATE: 6-17-13 Departmental Concurrence

Dept' Recomm.:  
Per Exec. Ofc.:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 1/1, 2/2, 3/3, 5/5

Agenda Number:

3-21

5013 JUN 18 10 5: 32  
RECEIVED BY RIVERSIDE COUNTY

**SUBJECT:** Approve the Non-Financial, Set-4-School (S4S) Program Agreements with various School Districts throughout the County of Riverside.

**BACKGROUND: (continued)**

The Department of Mental Health's (DMH) S4S program will provide a comprehensive continuum of early identification (screening), early intervention, and treatment services designed to promote social competence and decrease the development of disruptive behavior disorders among school aged children between the ages of birth and age five (0 – 5).

The S4S program leverages existing relationships with various school districts in order to focus on and reduce conduct spectrum disorders. Through the S4S program, DMH will utilize county resources, in the form of clinicians, to work directly with families in the Riverside County school districts. This program serves to supplement the district's early childhood curriculum, parent/teacher training, and professional development.

Therefore, the DMH is requesting that the Board approve and sign five (5) non-financial school district agreements; authorize the DMH Director to administer the terms and conditions of the agreements; and authorize the Purchasing Agent to sign ministerial amendments and to annually renew through June 30, 2016.

**PERIOD OF PERFORMANCE:**

The term of these agreements shall be from July 1, 2013 through June 30, 2016 to coincide with the F5R Mental Health Initiative grant award. Each agreement has a termination provision that may be exercised upon availability of F5 Riverside funds or if either party can or will no longer provide the services required under the agreement.

**FINANCIAL IMPACT:**

These are zero (\$0) dollar agreements that only outline the responsibility for services that are existing or will be provided by resources funded under the MHI, F5R, S-4-S Grant Award. These agreements do not include any payments by either party. No County funds are required.

Purchasing concurs with this request. County Counsel has approved the agreements as to form.

**Attachment A**

**COOPERATIVE AGREEMENT**  
**between**  
**(NAME OF SCHOOL/DISTRICT/GOVERNING BODY)**  
**and**  
**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**  
**for**  
**FOR THE PRE-SCHOOL 0-5 - SET-4-SCHOOL PROGRAM**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2013, in the State of California, by and between the *(Name of School/District/Governing Body)*, herein referred to as "DISTRICT", and Riverside County Department of Mental Health, herein referred to as "CONSULTANT", both of which are individually referred to as "PARTY" and collectively as "PARTIES".

This Agreement describes the terms of agreement between DISTRICT and CONSULTANT to implement the Riverside County Department of Mental Health's First Five Initiative, Set-4-School PROGRAM. This PROGRAM will serve as a supplement to the DISTRICT's existing Early Childhood curriculum and parent/teacher training and professional development, and will be supported by CONSULTANTS with First Five Initiative components, other specific materials, and professional development for teachers and administrators as specifically outlined herein.

**RECITALS**

**WHEREAS**, CONSULTANT desires to work collaboratively with Riverside County DISTRICTs to implement the First Five Initiative PROGRAM ("PROGRAM") for children and/or students between the ages of 0-5; and

**WHEREAS**, DISTRICT has agreed to serve as a test site for the CONSULTANT, and also has agreed to serve as an ongoing partner to the CONSULTANT for the PROGRAM to help refine, implement and analyze the professional development, instructional development, and use of PROGRAM curriculum and materials; and

**WHEREAS**, DISTRICT operates Head Start, State Pre-school and Early Childhood and Family Education PROGRAMs at various existing DISTRICT school sites in Riverside County; and

**WHEREAS**, DISTRICT and CONSULTANT will work collaboratively during the professional development and will work at parent and teacher trainings for the duration of the PROGRAM.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DESCRIPTION OF SERVICES ("Services")**

**RESPONSIBILITY OF CONSULTANT:**

CONSULTANT shall lead the Services and actions of the Parties under this Agreement. Such Services shall also be referred to herein as "PROGRAM". CONSULTANT further agrees to provide instructional and professional development services, curriculum materials and additional student resources for DISTRICT's parents, students and teachers participating in CONSULTANT's PROGRAM each fiscal year as follows:

- A. Provide up to nine (9) professional development and training sessions for Early Childhood and Kindergarten teacher staff in "Incredible Years Classroom Management".

- B. Training for parents in “Triple P” parenting and/or “Incredible Years Parenting”.
- C. Screening for early identification of behavior problems using Devereux Early Childhood Assessment (DECA), Desired Result, Developmental Profile (DRDP), Ages and Stage Questionnaire, Social Emotional (ASQ\_SE), or self referrals.
- D. Early intervention providing four – six (4 – 6) hours of support to children, parent and teachers.
- E. Treatment for up to fifty (50) families with Parent Child Interactive Therapy (PCIT) and three (3) families with Trauma Focused-Cognitive Behavioral Therapy (TF-CBT) at CONSULTANT’s facility located at 3075 Myers Ave., Riverside, CA. 92503 (“Myers Campus”) or through onsite treatment rooms if/as previously arranged and agreed to. Treatment for families identified is on a voluntary basis.
- F. Two (2) full-time CONSULTANT clinicians (FTE’s), dedicated to DISTRICT related activities; or Community Based Organization (CBO) clinicians partnering in the PROGRAM shall provide the following in support of the CONSULTANT’s PROGRAM:

1. Provide four (4) general consults per year to classrooms participating in the PROGRAM.
2. Provide clinical consults for fifteen (15) children per year.
3. Provide four (4) classrooms with a series of 6 to 8 pro-social groups.
4. Provide parent trainings to twenty (20) parents with 4 to 6 groups based on Triple P parenting.
5. Provide curriculum and assist with training of early childhood teachers, Incredible Years Classroom Management.
6. Participate in review of forty-five (45) children through the Child Study Team process.
7. Treat Fifty (50) families with Parent-Child Interaction Therapy (“PCIT”) and three (3) with Trauma-Focused-Cognitive Behavioral Therapy (“TF-CBT) at Blaine Facilities on a voluntary basis.
8. Parent trainings and teacher trainings shall be provided at DISTRICT location. \*
9. PCIT and TF-CBT shall be provided at CONSULTANT’s facilities located at 3075 Myers Street Riverside, California 92503 or at other Mental Health facilities as Mutually established and Agreeable by CONSULTANT, DISTRICT and families receiving treatment.

\*Dates, time and location as agreeable to all Parties

**RESPONSIBILITY OF DISTRICT:**

DISTRICT shall comply with the mandates set forth below:

- A. Identify parents of and students aged 0-5 enrolled in DISTRICT’s Infant/Toddler PROGRAM, Head Start and State Preschool PROGRAM who will participate in PROGRAM.
- B. Up to eight hundred seventy-five (875) students aged 0-5 are eligible to participate in related components of the PROGRAM through activities such as: screening, Tip Sheets, teacher training.
- C. Up to twenty-one (21) Preschool and Infant/Toddler teachers shall participate in nine (9) Professional development and training sessions.
- D. Provide facilities for parent trainings and teacher trainings. \*
- E. DISTRICT’s Standard School Calendar (“Calendar”) is attached hereto as Exhibit A. Calendar shall be updated on an annual basis and based on DISTRICT’s fiscal year July 1 – June 30.

\*Dates, times and locations for all services shall be mutually agreed to and established in writing between the Parties.

**2. COMPENSATION**

Neither Party to this Agreement shall be obligated to pay any monetary compensation to the other for the rendering of services as outlined herein. In addition, neither Party to this Agreement shall be obligated to pay any

monetary compensation to any third party as a result of this Agreement and for the rendering of services as outlined herein.

3. **TERM AND TERMINATION**

- A. The term of this Agreement shall be from July 1, 2013 through June 30, 2016 to coincide with the F5R Initiative Grant. All Services and obligations shall be performed by CONSULTANT and DISTRICT in a manner consistent with the orderly progress and sequence of the work leading to a satisfactory completion. All services and materials must be rendered and received by the DISTRICT by the end of the term. Time is of the essence with respect to all provisions of this Agreement.
- B. This Agreement may be terminated by either Party without cause upon thirty (30) days written notice.
- C. This Agreement may be terminated by either Party upon thirty (30) days written notice to other Party if either should decide to abandon or indefinitely postpone the PROGRAM, which is the subject of the Scope of Services.
- D. This Agreement may be terminated by either Party with three (3) days notice to other Party in the event of a substantial failure of performance, including insolvency, or upon discovery of a violation of any term, condition, or provision of this Agreement on the part of the other Party. Either Party has the right, at its sole discretion, to define a substantial failure of performance.
- E. In ascertaining the Services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.
- F. If, after the notice of termination for substantial failure of performance, it is determined that the other Party has not failed, the termination shall be deemed to have been effected for convenience subject to Paragraph "C" of this Article.
- G. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, the CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROGRAM which is the subject of the CONSULTANT's Scope of Services has been completed, and not before. Compliance with the Government Claims Act is required prior to the initiation of a lawsuit against the DISTRICT. (Government Code Section 900, *et seq.*)

4. **AVAILABILITY OF FUNDS**

This Article not applicable.

5. **CONFIDENTIALITY**

All Parties shall observe all Federal, State and COUNTY regulations concerning confidentiality of records. Confidential information could refer to student names, records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes:

- (i) Information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party.
- (ii) Information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party.
- (iii) Information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential.
- (iv) Information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the

DISTRICT. Furthermore, such student information shall only be used by CONSULTANT for limited purposes outlined herein.

**6. OWNERSHIP**

- A. CONSULTANT shall comply with the provisions of FERPA in all respects to this Agreement. CONSULTANTS will use data collected and shared under this Agreement for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, CONSULTANT shall not disclose any data contained under this Agreement in a manner that could identify any individual student or student's parent(s)/guardian(s), per 34 CFR §99.31 (6) (ii) (A), except as authorized by FERPA.
- B. The entire right, title and interest in and to any invention or work product that is conceived, reduced to practice, created, or developed by the CONSULTANT through performance taken pursuant to this Agreement shall be property of DISTRICT ("Work Product"). Other than Work Product, it is recognized and understood that the inventions, materials, and technologies of the CONSULTANT that were conceived, reduced to practice, created, or developed by CONSULTANT prior to execution of this Agreement ("Existing Work Product"), including but not limited to any copyrighted materials, are CONSULTANT's separate property and are not affected by this Agreement and DISTRICT shall not have any claims to or rights to such Existing Work Product.
- C. Nothing in this Agreement shall be construed as granting DISTRICT any license, for any purpose, under any patent, copyright, or other intellectual property rights of CONSULTANT.
- D. DISTRICT and CONSULTANT will obtain prior written permission from each other before using the name, symbols, and/or marks of the other in any form of publicity in connection with the work performed under this Agreement. This shall not include legally required disclosure by the DISTRICT or CONSULTANT that identifies the existence of the Agreement. Further, DISTRICT's use of the name, symbols, and/or marks of CONSULTANT, or the names of CONSULTANT's employees or independent contractors, shall be limited to identification of CONSULTANT as the purveyor of services under this Agreement.
- E. This is not a research agreement and CONSULTANT or DISTRICT shall have no right to copyright, publish, disclose, disseminate or use, in whole or in part, any data and information received or developed under this Agreement without the written authorization of the other.

**7. CERTIFICATION, REPRESENTATIONS and WARRANTIES**

CONSULTANT makes the following certifications, representations and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representatives and warranties and their effectiveness throughout the term of this Agreement and the course of CONSULTANT's engagement hereunder:

- A. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such Services as are called for hereunder.
- B. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.
- C. CONSULTANT and DISTRICT shall be subject to the rules and regulations and policies of the DISTRICT and County, including recognizing the confidential nature of information regarding students and their records, and/or clients and protected healthcare information.
- D. CONSULTANT shall abide by the DISTRICT's tobacco-free environment. Smoking or the use of tobacco products are prohibited on property, in buildings and vehicles owned or leased on DISTRICT's property or contracted for by the DISTRICT.
- E. CONSULTANT and DISTRICT shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the Services

required under this Agreement. Any person in the employ of the CONSULTANT or DISTRICT, or an agent thereof, whom DISTRICT or County, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.

F. CONSULTANT shall at all times follow the instructions and directions of DISTRICT staff during a school campus emergency or during a school campus emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time it becomes necessary for the CONSULTANT to request emergency services; such services shall be requested by calling 911. CONSULTANT shall immediately notify the site administrator that 911 emergency services have been requested.

## 8. NOTICES

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

CONSULTANT: Riverside County Department of Mental Health  
3075 Myers / Building 1  
Riverside, CA. 92503  
Phone: 951.358.6895  
Alternate Phone: 909.556.0783  
Email: [Chome@rcmhd.org](mailto:Chome@rcmhd.org)

DISTRICT: *(School or District Information)*  
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All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable, except other financial documents, which are not applicable to this agreement.

## 9. INDEPENDENT CONSULTANT

It is expressly understood and agreed to by the Parties that the CONSULTANT, in the performance of this Agreement, is an independent contractor and is not an officer, agent, or employee of the DISTRICT. CONSULTANT and all of the CONSULTANT's employees are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Insurance Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

## 10. FINGERPRINTING

For purposes of this Agreement and because the DISTRICT will provide a qualified employee for the supervision of DISTRICT's students at all times that CONSULTANT is present and performing services at an active school site, CONSULTANT shall be relieved of the requirements to provide a criminal background check pursuant to California Education Code 45125.1.

## 11. INSURANCE

Party shall maintain in force at all times during the performance of this Agreement insurance policies evidencing coverage during the entire term of the Agreement as follows:

- A. Worker' Compensation. Workers' Compensation as required under California State law (if applicable).
- B. General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate, when Parties perform any professional services.
- C. If motor vehicles are used pursuant to this Agreement not less than \$1,000,000 combined single limit for damage to property and injury to persons.
- D. Insurance requirements herein may be met with a PROGRAM of self-insurance.

12. **HOLD HARMLESS**

Each Party (Indemnitor) shall indemnify and hold harmless the other Party (Indemnitee), its officers, agents, and employees (Indemnitees) from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of the Indemnitor, it's officers, agents, or employees by reason of their performance under this Agreement.

13. **CONFLICT OF INTEREST**

CONSULTANT covenants that is presently has no interest, including but not limited to, other projects or independent agreements and shall not require any such interest, direct or indirect, which are or which the CONSULTANT believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

CONSULTANT agrees to inform DISTRICT of all of the CONSULTANT's interest. If any, which are or which the CONSULTANT believes to be, incompatible with any interests of the DISTRICT.

14. **THIRD PARTY BENEFICIARY**

Nothing contained in this Agreement shall create a contractual relationship without a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

15. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.

16. **NON-WAIVER**

The failure of either Party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either Party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

17. **AUTHORITY**

The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions hereof.

18. **ASSIGNMENT**

Neither Party shall assign the whole or any part of this Agreement without the written consent of the other Party. Any assignment or purported assignment of this Agreement without prior written consent will be deemed void and of no force or effect.

19. **ENTRIE AGREEMENT/MODIFICATIONS**



This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties.

The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

20. **SURVIVAL**

Articles 3, 5, 6, 7, 8, 12, 15, and this Article 20 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this Agreement.

COUNTY OF RIVERSIDE  
RIVERSIDE COUNTY  
DEPARTMENT OF MENTAL HEALTH

*School/School District or Governing Body*

\_\_\_\_\_  
John J. Benoit  
Chair, Board of Supervisors

\_\_\_\_\_  
*(Name of Responsible Party)*  
*(Title of Responsible Party)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**County Counsel:**  
Pamela J. Walls  
Approved as to Form

By:   
Deputy County Counsel