

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 6/18/15

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

409



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

June 10, 2015

**SUBJECT:** Approve the Cooperative Agreement with Palm Springs Unified School District for Prevention and Early Intervention Services. (District: 4) [Total Cost: \$0]

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

1. Approve the Cooperative Agreement Amendment with Palm Springs Unified School District;
2. Authorize the Chairman of the Board to sign the Cooperative Agreement; and,
3. Authorize the Director of Mental Health to enter into Amendments for the duration of the Cooperative Agreement.

**BACKGROUND:** The Mental Health Services Act (MHSA), which includes the Prevention and Early Intervention (PEI) plan was originally received and filed by the Board on January 26, 2010. With this plan in place, the department established a cooperative agreement with Palm Springs Unified School District (PSUSD) to provide PEI services to middle school students and their parents/caregivers.

Continued on page 2

JAW:KK:TH

*Jerry A. Wengerd*  
 Jerry A. Wengerd  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% State MHSA  
 Budget Adjustment: No  
 For Fiscal Year: 15/16 – 19/20

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

APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*  
 Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 06/17/14, 3-37 | District: 4 | Agenda Number:

3-10

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approve the Cooperative Agreement with Palm Springs Unified School District for Prevention and Early Intervention Services. (District: 4) [Total Cost: \$0]**

**DATE:**

**PAGE: 2 of 2**

**BACKGROUND: (Cont'd)**

The latest MHSA plan, approved by the Board on June 17, 2014, identified PEI-03, Early Intervention for Families as a project. *Peace 4 Kids* is the Evidence Based Practice (EBP) program that best meets the needs for this project. This EBP is an Aggression Replacement Training designed to improve skills acquisition and performance, anger control, decrease the frequency of acting out behaviors and increase the frequency of constructive behaviors. A parent component is also built into the program to teach parents effective discipline.

The collaboration through this agreement will provide prevention and early intervention services to the target population of middle school youth ages 12 to 14, who exhibit behaviors that, if left unaddressed, are likely to lead to poor functional outcomes. This Cooperative Agreement is for services from July 1, 2015 through to June 30, 2020.

**Impact on Citizens and Businesses**

The PEI services target individuals who may be experiencing the first onset of mental health challenges and provides them with tools and resources needed to prevent the first onset of mental illness from becoming disabling. These services are a component of the department's system of care aimed at improving the health and safety of youth in middle schools and their families.

**MOU/COOPEATIVE AGREEMENT**  
**Executive Summary**  
**(DOMH Internal Use Only)**

1. Who is the lead agency for the MOU?  
**Department of Mental Health – PEI – Desert Hot Springs  
Children’s Mental Health**
2. What is the nature/purpose of the MOU?  
**To provide the Evidence Base Practice (EBP) - Peace 4 Kids to  
middle school aged students.**
3. Program Summary:  
**The EBP - Peace 4 Kids, teaches an adaptation Aggression  
Replacement Therapy (ART) through a curriculum that  
includes training modules in emotional intelligence, anger  
management, impulse control, social skills, character education  
and moral reasoning. There is a successful parent/caregiver  
component that includes effective discipline.**
4. Are FTE’s involved?  
**There are four (4) CTIIs and four (4) BHSIIs from DMH to  
provide services at two (2) school sites. The positions are  
budgeted in the desert region under Dept id. 41002025566-  
74720.**
5. Financial Impact (increases or decreases-yes or no) and Why?  
**This Cooperative Agreement has no exchange of funds between  
the parties.**
6. What changes have occurred in the MOU/Cooperative Agreement from  
previous year v.s. this fiscal year?  
**Service delivery changed from Aggression Replacement Therapy  
(ART), Guiding Good Choices (GGC) and Cognitive Behavioral  
Intervention for Trauma in Schools (CBITS) to Peace 4 Kids.**
7. Period of Performance: **July 1, 2015 through June 30, 2020**
8. Are there currently (in FY 2014/15) or were there (in FY 2013/14) any  
Financial Issues or Program Issues: **No**
9. Please find attached the Payment Schedule for MOU: **N/A**

COOPERATIVE AGREEMENT  
BETWEEN  
PALM SPRINGS UNIFIED SCHOOL DISTRICT  
AND  
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH

This Cooperative Agreement, hereinafter referred to as "Agreement", is made by and between Palm Springs Unified School District, hereinafter referred to as "DISTRICT," and Riverside County Department of Mental Health, hereinafter referred to as "RCDMH.". To this end, each agency agrees to participate in the program by coordinating/providing the services described below.

**SUMMARY AND OBJECTIVE**

The purpose of this Agreement is to establish the cooperative efforts between both agencies in conjunction with the Riverside County Department of Mental Health's Prevention and Early Intervention (PEI) Services for Middle School Students. The collaboration will continue to provide prevention and early intervention mental health services for the target population, resulting in a decrease in risk factors and in increase in protective factors. Additionally, collaboration will increase access to these services for identified youth by reducing barriers, which include, but are not limited to lack of transportation, and stigma associated with receiving mental health services. Collaboration between RCDMH and DISTRICT will result in an increased ability to identify and engage the target population. The goal is to develop a method of identifying youth at-risk for developing serious conduct-spectrum disorders, and by using early interventions, successfully divert them from needing future mental health treatment, involvement with juvenile justice and significantly improve their academic performance.

The PEI project supports and is consistent with the PEI plan, developed by RCDMH and approved by the State of California Mental Health Oversight and Accountability Commission (MHSOAC) on September 24, 2009. On June 17, 2014, (Item 3-37), the Riverside County Board of Supervisors approved The Mental Health Service Act plan which included PEI-03, Early Intervention for Families in Schools.

**TARGET POPULATION**

The target population consists of middle school youth ages 12 to 14 who exhibit behaviors that if left unaddressed, are likely to lead to poor functional outcomes. Through a collaborative approach, youth and families identified will receive effective early interventions on the school site. DISTRICT representatives in collaboration with RCDMH, will identify youth at-risk for developing disorders of externalizing behaviors (conduct and oppositional-defiant disorders) that are likely to lead to poor academic performance, school failure, and involvement with the juvenile justice system.

**SCOPE OF SERVICES**

- Develop a formal partnership between RCDMH and DISTRICT to identify at-risk youth, attending school(s) in the Desert Hot Springs area. It is planned that most or all of the participants will be attending school at the Desert Springs Middle School and Painted Hills Middle School.

- Provide interventions on-site, which encourages generalization to the classroom and campus setting; improves attendance; and reduces stigma by providing services in a normal, non- clinic setting;
- Use a structured Evidenced-Based Practice (EBP) to obtain measurable outcomes;
- Strongly encourage the involvement of, and include targeted outreach to, parents/caregivers for participation in the interventions at the school site;

RCDMH is committed to providing quality, effective, culturally appropriate interventions. The following EBP has been selected for implementation on the school site(s):

- **Peace for Kids**

Peace 4 Kids is an evidence-based Social and Emotional Learning program that creates simple systems to teach behavior and academic skills. These skills prevent acting out and inappropriate behaviors and will create school cultures of connectedness, character, and academic success.

Peace 4 Kids teaches an updated model of Aggression Replacement Training (ART) skills through the Peace Curriculum that includes training modules in emotional intelligence, anger management, impulse control, social skills, character education and moral reasoning.

It also includes a successful parent family component, as well as a simple effective discipline system, procedures that will ensure effective program set up and research designs and instruments.

**DISTRICT’S RESPONSIBILITIES:**

- Designate Desert Springs Middle School, 66755 Two Bunch Palms Trail, Desert Hot Springs, CA 92240 and Painted Hills Middle School, 9250 Sonora Drive, Desert Hot Springs, CA 92240 to be the sites of the Prevention Education and Intervention (PEI) project.
- Provide two private offices with desks and chairs for two RCDMH staff at the designated locations.
- Provide two dedicated classrooms for group meetings. Each classroom will have an office space at the designated locations.
- Provide access to a fax machine, and a copier in exchange for the purchase of copier paper at designated locations.
- School staff will identify and refer students for services.

**RCDMH RESPONSIBILITIES:**

- RCDMH will educate and train school district staff to identify the mental health needs of at- risk students; how best to identify youth who would benefit from prevention and early intervention services and how to refer these youth to the PEI services.

- RCDMH will provide mental health consultation to PSUSD staff.
- RCDMH will provide a total of eight (8) FTE; four (4) who will be sited at the Desert Springs Middle School and four who will be sited at Painted Hills Middle School.
- RCDMH will provide the needed services on school campus creating a strong link between the two systems, as well as reducing barriers and increasing the likelihood for access to mental health prevention and early intervention services.
- RCDMH will obtain informed consent from the parent/guardian prior to initiating any of the above services.

### **GENERAL PROVISIONS**

The DISTRICT and the RCDMH agree to the following general provisions:

The duties outlined above shall be performed in accordance with all applicable Federal and State regulations, as it relates to the services provided. In addition to adherence to the specific service regulations there are other applicable regulatory agencies that impose laws that govern the handling of health information. The regulatory agencies may include, but may not be limited to, the U.S. Department of Health and Human Services (HHS), the California Department of Health Care Services (DHCS), and COUNTY'S Department of Mental Health (DMH).

No exchange of funds will occur between RCDMH and DISTRICT.

### **PERIOD OF PERFORMANCE**

This Agreement shall be effective beginning July 1, 2015 and continue through June 30, 2020. This Agreement may thereafter be renewed annually for the duration of the program services. This Agreement may be terminated with or without cause at any time, by either party, upon thirty (30) days prior written notice, or due to unavailability of State funding.

### **COMPLIANCE WITH LAW/CONFIDENTIALITY**

It is understood that both parties shall comply with all federal, state and local laws and ordinances applicable to the services provided herein. Neither party will at any time or in any manner, either directly or indirectly, use or divulge, disclose, or communicate in any manner any information that is proprietary to either party or protected from disclosure by law (such as student records) including but not limited to Family Educational Rights and Privacy Act 20 U.S.C. section 1232(g) and Education Code sections 49060, et seq. Each party will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this agreement.

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

## **FINGERPRINTING REQUIREMENTS**

It is understood by both parties that Education Code § 45125.1 requires employees of school districts or county superintendent to be fingerprinted by the Department of Justice (DOJ) to determine that they have not been convicted of a serious or violent felony. All employees and volunteers associated with the terms of this agreement shall be in compliance with this requirement. At the request of DISTRICT, RCDMH shall provide proof that designated RCDMH staff comply with this requirement.

## **HOLD HARMLESS INDEMNIFICATION**

DISTRICT: The DISTRICT 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 (individually and collectively hereinafter referred to as Indemnities) from any liability whatsoever, based or asserted upon any services of the DISTRICT, 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 or any other element of any kind or nature whatsoever arising from the performance of the DISTRICT, its officers, employees, subcontractors, agents or representatives Indemnities from this Agreement. The DISTRICT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the DISTRICT, DISTRICT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCDMH; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the DISTRICT'S indemnification to Indemnities as set forth herein.

The DISTRICT'S obligation hereunder shall be satisfied when the DISTRICT has provided to RCDMH the appropriate form of dismissal relieving RCDMH from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the DISTRICT'S obligations to indemnify and hold harmless the Indemnities herein from third party claims.

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 DISTRICT from indemnifying the Indemnities to the fullest extent allowed by law.

RCDMH: The RCDMH shall indemnify and hold harmless the DISTRICT, its Departments, their respective directors, officers, the Board of Education-elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities)

from any liability whatsoever, based or asserted upon any services of the RCDMH, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of RCDMH, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives Indemnities from this Agreement RCDMH shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by RCDMH, RCDMH shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RCDMH'S indemnification to Indemnities as set forth herein.

The RCDMH obligation hereunder shall be satisfied when the RCDMH has provided to the DISTRICT the appropriate form of dismissal relieving the DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the RCDMH'S obligations to indemnify and hold harmless the Indemnities herein from third party claims.

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 RCDMH from indemnifying the Indemnities to the fullest extent allowed by law.

## **INSURANCE**

FOR THE DISTRICT: Without limiting or diminishing the DISTRICT'S obligation to indemnify or hold the RCDMH harmless, DISTRICT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the RCDMH herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

### **A. Workers' Compensation:**

If the DISTRICT has employees as defined by the State of California, the DISTRICT 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.



B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DISTRICT'S performance of its obligations hereunder. Policy shall name the RCDMH 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.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT 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 the RCDMH as Additional Insured's.

D. General Insurance Provisions - All lines:

- 1) 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.
- 2) The DISTRICT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention 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 RCDMH, and at the election of the County's Risk Manager, DISTRICT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCDMH, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish the RCDMH with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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 RCDMH 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. *DISTRICT shall not commence operations until the RCDMH has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original 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.*

- 4) It is understood and agreed to by the parties hereto that the DISTRICT'S insurance shall be construed as primary insurance, and the RCDMH'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the RCDMH reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the DISTRICT has become inadequate.
- 6) DISTRICT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the RCDMH.
- 8) DISTRICT agrees to notify RCDMH of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

FOR THE COUNTY: Without limiting or diminishing the RCDMH'S obligation to indemnify or hold the DISTRICT harmless, RCDMH shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Palm Springs Unified School District, Departments, their respective directors, officers, Board of Education, employees, elected or appointed officials, agents or representatives as Additional Insured's.

A. Workers' Compensation:

If the RCDMH has employees as defined by the State of California, the RCDMH 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 Palm Springs Unified School District.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RCDMH'S performance of its obligations hereunder. Policy shall name the DISTRICT 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.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then RCDMH 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 the Palm Springs Unified School District as Additional Insured's.

D. General Insurance Provisions - All lines:

- 1) 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 District's Risk Manager. If the District'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.
- 2) The RCDMH must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the District's Risk Manager, RCDMH'S carriers shall either, 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) RCDMH shall cause RCDMH'S insurance carrier(s) to furnish the DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the District's 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 DISTRICT 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 DISTRICT 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.

*RCDMH shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original 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.*

- 4) It is understood and agreed to by the parties hereto that the RCDMH'S insurance shall be construed as primary insurance, and the DISTRICTS insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the RCDMH has become inadequate.
- 6) RCDMH shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
- 8) RCDMH agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **ENTIRE AGREEMENT / AMENDMENT / MODIFICATION**

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

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

#### **NOTICES**

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

DISTRICT: Palm Springs Unified School District  
980 East Tahquitz Canyon Way, Suite 103  
Palm Springs, CA 92262

RCDMH:

Department of Mental Health  
Prevention and Early Intervention  
2085 Rustin Ave.  
Riverside, CA 92507

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

**RECORDS**

All records created, maintained, and used under this Agreement shall be retained collectively by RCDMH and DISTRICT for a period of five (5) years, at a minimum. In the event of litigation, the records shall be retained until all litigation involving the records have been fully resolved, plus five (5) years. Exceptions to the five (5) year rule will be made if County, State, and/or Federal laws mandate a longer period or retention. Upon termination of this agreement, all student records, school records, documentation and other DISTRICT - generated items that were used, modified or controlled by RCDMH during the term of this agreement shall be returned the DISTRICT.

**SIGNATORIES**

We, the undersigned, as authorized representatives of the Palm Springs Unified School District and the Riverside County Department of Mental Health, do hereby approve this agreement.


  
\_\_\_\_\_  
Brian J. Murray, Ed.D.  
Assistant Superintendent,  
Business Services

Date: 5/26/15


\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors  
Riverside County

Dated: \_\_\_\_\_

Recommend Board Approval:

  
\_\_\_\_\_  
Jerry A. Wengerd, Director  
Riverside County  
Department of Mental Health

Dated: 6-8-15

DRM, RIVERSIDE COUNTY COUNSEL  
  
\_\_\_\_\_  
DATE: 6/18/15