

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

337



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
September 23, 2010

**SUBJECT:** Cooperative Agreement with Palm Springs Unified School District

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

1. Approve the Cooperative Agreement with Palm Springs Unified School District;
2. Authorize the Chairman of the Board to sign the Cooperative Agreement;
3. Authorize the Director of Mental Health to annually renew the Cooperative Agreement through June 30, 2013.

**BACKGROUND:** In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) plan received and filed by the Board on January 26, 2010, the Riverside County Department of Mental Health (RCDMH) sought to establish cooperative efforts between Palm Springs Unified School District (DISTRICT) and RCDMH, to provide services to middle school students.  
(Continued pg. 2)

JW:LS

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

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

**SOURCE OF FUNDS:**

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE  
*Debra Cournoyer*  
BY: Debra Cournoyer  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: October 5, 2010  
xc: Mental Health

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

3.20

FORM APPROVED COUNTY COUNSEL  
ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD  
9-22-10  
BY: MARSHA L. VICTOR  
Departmental Concurrence

Policy  Policy   
Consent  Consent

Dep't Recomm.:  
Per Exec. Ofc.:

**SUBJECT:** Cooperative Agreement with Palm Springs Unified School District

**BACKGROUND: (Cont'd)**

The collaboration through this agreement will initiate and provide prevention and early intervention mental health services for the target population that consists of youth ages 12 to 14, who exhibit behaviors that if left unaddressed, are likely to lead to poor academic performance, school failure and possible involvement with the juvenile justice system.

The mutual goal is to develop a method of identifying youth at-risk of developing serious conduct-spectrum disorders. Using early interventions will help divert the target population from potential future mental health treatment and improve academic performance. Providing the early interventions on the middle school campus will reduce barriers, which include lack of transportation and stigma associated with receiving mental health services.

On-site services include using structured evidence based practice models. This will provide interventions to encourage and improve generalization to the classroom and campus setting, attendance and reduce stigma. Peer mentors will also be a part of the intervention team and provide individual support to at-risk youth.

**FINANCIAL IMPACT:**

No exchange of funds will occur between RCDMH and DISTRICT. There are no County funds associated with approval of this agreement. Therefore, no additional County funds are required.

**PERIOD OF PERFORMANCE:**

This cooperative agreement is effective from the date of approval through June 30, 2011, and may be renewed annually up to two (2) additional years.

**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 (hereinafter "County") on behalf of its 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 initiate and provide prevention and early intervention mental health services for the target population, resulting in better outcomes. 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.

This Prevention and Early Intervention (PEI) project supports and is consistent with the PEI plan developed by RCDMH and approved by the State of California on September 24, 2009.

**TARGET POPULATION**

The target population consists of 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 as the target population.

**SCOPE OF SERVICES**

- RCDMH and DISTRICT will collaborate 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.

- 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 structured Evidenced-Based Practices (EBP's) 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.
- Use Parent Partners in the EBP models. Parent Partners are parents of children with mental disorders who have real life experience successfully navigating through Mental Health, Probation and school systems of care, and who engage with parents to provide support, education, skill building, and advocacy to parents.
- Use Young Adult Mentors for at-risk youth as part of the intervention team.
  - RCDMH will recruit young adults (aged 18 +) to act as mentors to at-risk youth who will provide individualized support, advocacy, role-modeling and positive reinforcement of positive behavior exhibited by youth participants. Peer mentors will be trained and supervised by RCDMH staff, and will be approved by the District and the parent/guardian prior to being involved with the youth.

RCDMH is committed to providing quality, effective, culturally appropriate interventions. Three EBP's have been selected for implementation on the school site.

- **Teaching Pro-Social Skills (TPS)**  
RCDMH will facilitate structured group programs that will incorporate three specific interventions: skill-streaming, anger-control training, and training in moral reasoning. Parent Partners will augment the model with Parent TPS groups to expand the skills to the whole family.
- **Parenting Skill Building Program**  
RCDMH will provide a range of parenting and family support strategies for families with children ages 12-14.
- **Cognitive-Behavioral Intervention for Trauma in Schools (CBITS)**  
RCDMH will perform cognitive and behavioral therapy groups for reducing children's symptoms of Post Traumatic Stress Disorder (PTSD) and depression caused by exposure to violence. This program is provided primarily by clinically trained (post-master's degree) staff.

#### **DISTRICT'S RESPONSIBILITIES:**

- Designate Desert Springs Middle School, 66755 Two Bunch Palms Trail, Desert Hot Springs, CA 92240 to be the site of Prevention Early and Intervention (PEI) pilot project.
- Provide two private offices with desks and chairs for two RCDMH staff at the designated location.
- Provide two dedicated classrooms for group meetings, and that each classroom will have an office space at the designated location.

- Provide access to a fax machine, and a copier in exchange for the purchase of copier paper at designated location.
- 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 four (4) FTE staff, which will be located at the Desert Springs 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:

- A. **DUTIES:** 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 Mental Health (CDMH), and COUNTY'S Department of Mental Health (DMH).
- B. **DISPUTE:** 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 amicably. Pending resolution of this dispute, both parties agree to continue to work diligently. If the dispute is not resolved either party may terminate the agreement by providing thirty (30) days notification of termination.
- C. **AGREEMENT:** This agreement shall not be assigned by DISTRICT, either in whole or in part, without prior written consent from RCDMH. Any assignment or purported assignment of this agreement by DISTRICT without the prior written consent of RCDMH will be deemed void and of no force or effect.
- D. **LICENSE AND CERTIFICATION:** DISTRICT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed staff. DISTRICT warrants

and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this agreement.

No exchange of funds will occur between RCDMH and DISTRICT.

### **PERIOD OF PERFORMANCE**

This Agreement shall be effective beginning July 1, 2010 and may be renewed annually until June 30, 2013. 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 or Federal 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. 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 DISTRICT employees and RCDMH employees and volunteers associated with the services under 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**

Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work or authority delegated to DISTRICT under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reasons of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or service by DISTRICT under this Agreement.

Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work or authority delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reasons of anything done or omitted to be done by COUNTY under or in connection with any work, authority or service by COUNTY under this Agreement.

## **INSURANCE**

The DISTRICT and the County shall each have and maintain insurance policies or self insurance programs of the type and with limits of liability either required by law or normal for a public entity of their respective size and respective purpose. If, for any reason, evidence of such insurance or self insurance is required by either party such evidence shall be provided to the other upon receipt of a written request.

## **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

DOMH:                              Department of Mental Health  
   Prevention Early Intervention  
   P.O. Box 7549  
   Riverside, CA 92513-7549

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, and school records, notes, documentation and other DISTRICT- generated items that were used, modified or controlled by RCDMH during the term of this agreement shall be returned to 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 document.

*Christine Anderson*

Christine Anderson  
Assistant Superintendent,  
Educational Services

Date: 9/10/10

*Marion Ashley*

Marion Ashley, Chairperson  
Board of Supervisors  
Riverside County

Dated: OCT 05 2010

Recommend Board Approval:

*Jerry Wengerd*

Jerry Wengerd, Director  
Riverside County  
Department of Mental Health

Dated: 9-20-10

ATTEST:  
KECIA HARPER-NEM, Clerk  
BY: *Kecia Harper-Nem*  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *M. Victor* 9-22-10  
MARSHA L. VICTOR DATE