

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

915



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

**SUBJECT:** Approve the Cooperative Agreement template with Schools/School Districts & District Governing Bodies throughout the County for Prevention and Early Intervention Mobile Services

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

1. Approve the Cooperative Agreement template, Attachment A, for Prevention and Early Intervention Mobile Services (PEIMS) to be used with schools, school districts, or district governing bodies as per Attachment B for FY13/14;
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 and ministerial amendments to the agreements and to annually renew the non-financial, PEIMS Agreements through June 30, 2018.

**BACKGROUND:** The Department of Mental Health (DMH) provides funding through the Mental Health Services Act (MHSA) for Prevention and Early Intervention Services throughout the County of Riverside. Continued on Page 2

JW:KJR

Jerry Wengert, 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:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 13/14

**SOURCE OF FUNDS:** Mental Health Services Act Prevention and Early Intervention

Positions To Be Deleted Per A-30

Requires 4/5 Vote ☐

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

APPROVE

BY:   
Elizabeth J. Olson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: June 25, 2013

xc: Mental Health, Purchasing

Kecia Harper-Ihem

Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-22

Approve the Cooperative Agreement template with Schools/School Districts & District Governing Bodies throughout the County for Prevention and Early Intervention Mobile Services).

Page 2

As included in the MHSA Plan and subsequent updates, the Prevention and Early Intervention Mobile Services (PEIMS) project provides 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 up to the age of eight (8).

PEIMS leverages existing relationships with various school districts in order to focus on and reduce conduct spectrum disorders. Services are provided throughout the County in the department's Mobile Clinics. DMH Clinicians work with families within the school districts, and in the surrounding community through Parent and Child Interactive Therapy (PCIT), Trauma-Focused Cognitive Behavior Therapy (TF-CBT), Incredible Kids (IK) and other evidenced-based Prevention and Early Intervention (PEI) services as clinically indicated.

Therefore, the DMH is requesting that the Board of Supervisors approve the cooperative agreement template, Attachment A, for use in contracting with Riverside County schools, school districts, or district governing bodies for FY 2013/2014; and authorize the +DMH Director to administer the terms and conditions of the agreements.

The term of the agreements shall be from July 1, 2013 through June 30, 2014, renewable by the Purchasing Agent annually thereafter through June 30, 2018. Each agreement has a termination provision that may be exercised upon availability of funds or if either party can or will no longer provide the services required under the agreement.

This is a zero (0) dollar agreement funded through MHSA Prevention and Early Intervention. This agreement does not include any payments by or to either party. No additional County funds are required.

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

## **Attachment B**

### **School Districts currently participating in Prevention and Early Intervention Mobile Services**

**Corona/Norco Unified School District**

**Desert Sands Unified School District**

**Jurupa Unified School District**

**Lake Elsinore Unified School District**

**Nuview Union School District**

**Palm Springs Unified School District**

**Perris Elementary School District**

**Riverside County Office of Education**

**To Include:**

- Thermal Migrant Head Start**
- Mecca Migrant Head Start**
- Banning Unified School District**
- Beaumont Unified School District**
- Cal Safe**

**With Potential to Add:**

- Alvord Unified School District**
- Coachella Valley Unified School District**
- Desert Center Unified School District**
- Hemet Unified School District**
- Menifee Union School District**
- Moreno Valley Unified School District**
- Murrieta Valley Unified School District**
- Palo Verde Unified School District**
- Temecula Valley Unified School District**
- Val Verde Unified School District**

**Riverside Unified School District**

**Romoland School District**

**San Jacinto Unified School District**

**Attachment A**

**COOPERATIVE AGREEMENT**  
**between**  
**(NAME OF SCHOOL/DISTRICT/GOVERNING BODY)**  
**and**  
**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**  
**for**  
**Prevention and Early Intervention Mobile Services (PEIMS)**

This Agreement is made and entered into on this 1st 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 (RCDMH), herein referred to as "Consultant", and both individually and collectively referred to as "Party" and "Parties".

This Agreement describes the terms of cooperation between District and Consultant to implement the Riverside County Department of Mental Health's, Prevention and Early Intervention Mobile Services (PEIMS), ("Program"). This program is intended to serve families with children 0-8 years of age who would not otherwise receive program services due to eligibility concerns such as funding requirements, medical necessity standards or other criterion that discourages families from participation.

**RECITALS**

**WHEREAS**, Consultant seeks to implement the PEIMS for children and/or students between the ages of 0-8; and

**WHEREAS**, District has agreed to serve as a service site and has agreed to serve as an ongoing partner for the Program to help refine, implement and analyze the professional services; and

**WHEREAS**, District operates Head Start, State Pre-school and Early Childhood and Family Education programs at the District's Early Childhood Centers ("ECC"); and

**WHEREAS**, District and Consultant are collaborating during the professional development of the program, as well as for 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:

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## DESCRIPTION OF SERVICES

### 1. Obligations 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. Screening for early identification of behavior problems using Devereux Early Childhood Assessment (DECA); Desired Results, Developmental Profile (DRDP); Ages and Stages Questionnaire, Social Emotional (ASQ\_SE); or self referrals.
- B. Treat up to fifteen (15) families with Parent Child Interactive Therapy (PCIT). A family's willingness to accept or decline the services of this agreement should not be a condition to parents or children receiving other District supports or services.
- C. Two (2) full-time clinician (2 FTEs) dedicated to District one day per week shall provide the following in support of the Consultant's Program:
  1. Treatment options for families include but are not limited to Parent-Child Interaction Therapy; with Incredible Years ("IY"); Trauma Focused – Cognitive Behavioral Therapy ("TF-CBT") or other evidence-based prevention and early intervention (PEI) services as clinically indicated.
  2. Additional PEI services may be available to families in the greater (*school*) area as may be arranged through other departmental clinical staff assigned to specific service populations and as these may be provided through the Prevention and Early Intervention Mobile Services Program. These service populations include but are not limited to families eligible for Full Service Partnership and other departmental programs. These service populations could receive services at the (*School*) site.

### 2. Obligations of District:

Ensure Teaching Staff and Administration complies with the mandates set forth below.

Accommodate a 39 foot mobile unit by providing:

- A. Height clearance 20 feet from building overhangs & obstructions.
- B. Parking on mostly level surface 39 feet long.
- C. Gate access required to get on/off campus.
- D. Time restrictions to get on/off campus.
- E. Parking in close proximity to students who will travel from classroom to the mobile unit.
- F. Access to any available 50 amp power supply to "plug in" as needed – this not a requirement, but when available allows the unit to operate without having to run its Onan Quiet Generator.

Teaching Staff shall:

- A. Permit pull-outs for participating students from class for weekly one hour PCIT sessions (Noting treatment duration typically ranges 12-20 weeks).
- B. Fill out child measures, Devereux Early Childhood Assessment; Parenting Stress Index; Child Behavior Check List; Eyberg Child Behavior Inventory, at pre-, mid- & post-treatment.

- C. This Agreement may be terminated by District upon thirty (30) days written notice to Consultant if the District should decide to abandon or indefinitely postpone the Program, which is the subject of the Scope of Services.
- D. 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.
- E. If, after the notice of termination for substantial failure of performance, it is determined that Consultant has not failed, the termination shall be deemed to have been effected for the convenience of District subject to Paragraph "C" of this Article.
- F. Consultant shall not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under 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. Compliance with the Government Claims Act is required prior to the initiation of a lawsuit against the District. (Government Code Section 900, et seq.)

## **5. AVAILABILITY OF FUNDS**

This is a zero (0) dollar agreement and this article not applicable

## **6. CONFIDENTIALITY**

All Parties shall observe all Federal, State and COUNTY regulations concerning confidentiality of records. Confidential information refers 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, including but not limited to information about either party's students, personnel, products, customers, marketing strategies, services or future business plans. 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; and
- 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 the limited purposes outlined herein.

## **7. OWNERSHIP**

- A. Consultant shall comply with the provisions of FERPA in all respects to this Agreement. Consultant 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 Consultant through performance taken pursuant to this Agreement shall be the property of District ("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 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 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 District.

#### **8. CERTIFICATIONS, REPRESENTATIONS and WARRANTIES**

- A. 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, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:
- B. 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 is called for hereunder.
- C. 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.
- D. Consultant shall be subject to the rules, regulations and policies of District as provided by District to Consultant, including recognizing the confidential nature of information regarding students and their records.
- E. Consultant shall abide by the District's tobacco-free environment. Smoking or the use of any tobacco products are prohibited on property, in buildings and vehicles owned, leased on District property or contracted for by the District.
- F. Consultant 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 an agent thereof, who District, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.
- G. 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

requirements to provide a criminal background check pursuant to California Education Code 45125.1.

## **12. INSURANCE**

Without limiting indemnification obligations herein, each 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:

General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate, when PARTIES perform any professional services. Workers Compensation insurance in accordance with statutory requirements.

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.

The insurance requirements herein may be met with program of self-insurance.

## **13. CONFLICT OF INTEREST**

Consultant covenants that it presently has no interest, including but not limited other projects or independent agreements, and shall not acquire 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 interests, if any, which are or which the Consultant believes to be, incompatible with any interests of 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. 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.

## **16. 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.

## **17. ASSIGNMENT**

This Agreement shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other parties. Any assignment or purported assignment of this Agreement without the prior written consent will be deemed void and of no force or effect.

## **18. ENTIRE 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 a 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.

Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

#### **19. LICENSE AND CERTIFICATIONS**

All parties verify upon execution of this Agreement, that all clinical work performed pursuant to this Agreement will be performed by properly trained and licensed staff who possess a current and valid license in compliance with any local, State, and Federal laws.

#### **20. SEVERABILITY**

If 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.

#### **21. COMPLIANCE**

All parties warrant and certify that, in the performance of this Agreement, each shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All parties further warrant and certify that each shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

#### **22. INDEMNIFICATION**

CONSULTANT shall indemnify and hold the District and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONSULTANT'S own negligent acts, errors and omissions under this Agreement or its performance. The provisions of the California Tort Claims Act, Government Code Section 810 et. Seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the District.

District shall indemnify and hold CONSULTANT, their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CONSULTANT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of District's own negligent acts, errors and omissions under this Agreement or its performance. The provisions of the California Tort Claims Act, Government Code Section 810 et. seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the CONSULTANT.

#### **23. RECORD RETENTION**

Each party agrees to retain all records pertaining to this Agreement for a period of three (3) years after termination of this Agreement, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, each party shall retain the original records until the resolution of such litigation or audit.

Attachment 2

Below is a list of participating in  
Provisional and Regular elections. Please, please

County of San Diego, California

County of San Diego, California

County of San Diego, California

County of San Diego, California

County of San Diego, California

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