

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



**ITEM: 3.19
(ID # 24863)**

MEETING DATE:
Tuesday, February 04, 2025

FROM : RUHS-PUBLIC HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreement with Riverside County Superintendent of Schools (RCSS) for the Suicide Reporting and Crisis Response Pilot Project and Implementation Program for the Period of Performance of July 1, 2023, through June 30, 2025. All Districts [Total aggregate amount: \$800,000; up to \$80,000 in additional compensation – 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Riverside County Superintendent of Schools (RCSS) for the Suicide Reporting and Crisis Response Pilot Project and Implementation Program in the aggregate amount of \$800,000 for the period of performance of July 1, 2023, through June 30, 2025;
2. Authorize the Chair of the Board to sign the agreement on behalf of the County; and
3. Authorize the Purchasing Agent, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate amount of the Agreement; and (c) issue Purchase Orders for goods and/or services related to this Professional Service Agreement.

ACTION:Policy


Kim Saruwatari, Director of Public Health 1/29/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 4, 2025
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$800,000	\$0	\$800,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH) has been awarded funding by the California Department of Public Health, Injury and Violence Prevention Branch (CDPH/IVPB) to participate in the Youth Suicide Prevention Reporting and Crisis Response Pilot Program (Pilot Program). This Pilot Program is intended to develop and test models for rapid reporting and comprehensive crisis response at the local level related to youth suicide and suicide attempts in youth 25 years and under. Through this funding, RUHS-PH will collaborate with Riverside County Superintendent of Schools (RCSS) to support expanded training on suicide risk evaluation, develop a data collection process to better identify contributing factors around youth suicide ideation, and enhance school-based wellness centers to be better equipped in supporting youth experiencing suicidal ideation and offer crisis support. RUHS-PH will enhance surveillance measures around suicide through the development of a suicide data dashboard, create guidelines for notification of possible suicide/self-harm clusters, and support development of a suicide fatality review team.

Impact on Residents and Businesses

The main beneficiaries of this project will be youth, families, schools, and community organizations. The program will enhance youth suicide prevention efforts in schools with the goal of improving reporting and crisis response efforts among Riverside County schools to ensure that students and families receive necessary resources for mental health.

Additional Fiscal Information

The total aggregate cost of the program is not expected to exceed \$800,000. There is no impact to County General Funds. All funds will be paid during FY 2024/25 and will be reimbursed through the California Department of Public Health (CDPH).

Contract History

Riverside County Ordinance 459, Section 7, Category II, subsection e, allows for the award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities. RUHS-PH is requesting to authorize the Agreement with RCSS for the aforementioned services. RUHS-PH will be reimbursed by CDPH for the services that are provided by RCSS.

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

ATTACHMENTS:

ATTACHMENT A: Professional Service Agreement with Riverside County Superintendent of Schools

	
Stacy Orton, Assistant Director of Purchasing	Douglas Cordonez Jr.
1/29/2025	1/29/2025


Gregg Gu, Chief of Deputy County Counsel
1/29/2025

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92501 Contract ID # HSARC-24-025

Thank you.

RCSS Agreement Number IN10254

PROFESSIONAL SERVICE AGREEMENT

for

**SUICIDE REPORTING AND CRISIS RESPONSE PILOT PROJECT/ IMPLEMENTATION
PROGRAM**

between

COUNTY OF RIVERSIDE

and

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS



This Agreement is entered into by and between RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS (herein referred to as "RCSS"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health, (herein referred to as "COUNTY" or "RUHS-PH"). The parties agree as follows:

1. Description of Services

1.1 RCSS shall provide all services as outlined and specified in Exhibit A, Scope of Work/Implementation Plan, at the prices stated in Exhibit B, Staffing and Budget, and Exhibit C, Budget Narrative, and in compliance with Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 RCSS represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. RCSS shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 RCSS affirms that it is fully apprised of all of the work to be performed under this Agreement; and the RCSS agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the RCSS performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2023 and continues in effect through June 30, 2025 unless terminated earlier. RCSS shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

2.2 Notwithstanding the date of the parties' execution of this Agreement, each party represents that any and all prior actions taken by it as of the Effective Date in the performance of its obligations herein are in compliance with the terms and conditions of this Agreement and hereby confirmed and ratified.

3. Compensation

3.1 The COUNTY shall pay the RCSS for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Staffing and Budget. Maximum payments by COUNTY to RCSS shall not exceed the aggregate amount Eight Hundred Thousand dollars (\$800,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall

requested by the COUNTY.

c.) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the RCSS for additional payment related to this Agreement shall be made in writing by the RCSS within 30 days of when the RCSS has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the RCSS. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the RCSS pursuant to the claim. Nothing in this section shall excuse the RCSS from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the RCSS stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for RCSS default, if RCSS refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, RCSS shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The RCSS shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the RCSS's conformity with the terms of this Agreement. If any services performed or products provided by RCSS are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the RCSS to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the RCSS immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to RCSS any costs incurred by the COUNTY because of the RCSS's failure to perform.

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

9. Independent Contractor/Employment Eligibility

9.1 The RCSS is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the RCSS (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and RCSS shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that RCSS in the performance of this Agreement is subject to the control or

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Reserved

14. Non-Discrimination

RCSS shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color,

August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement.

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM-
PUBLIC HEALTH
4065 COUNTY CIRCLE DR.,
RIVERSIDE, CA 92503
ATTN: CONTRACTS UNIT
ph-contracts@ruhealth.org

CONTRACTOR

RIVERSIDE COUNTY SUPERINTENDENT OF
SCHOOLS
3939 THIRTEENTH ST.,
RIVERSIDE, CA 92501
ATTN: Contracts and Purchasing

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The RCSS agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the RCSS to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the RCSS to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If RCSS has any questions concerning this reporting requirement, please call (916) 657-0529. RCSS should also contact its local Employment Tax Customer

If the RCSS has employees as defined by the State of California, the RCSS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, covers claims which may arise from or out of RCSS's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 is used in the performance of the obligations under this Agreement, then RCSS 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 COUNTY as Additional Insureds.

D. Professional Liability:

RCSS shall maintain Professional Liability Insurance, if applicable providing coverage for the RCSS's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If RCSS's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and RCSS shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that RCSS has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability

Parties shall procure and maintain cyber liability insurance covering (a) liability arising from improper disclosure, theft, dissemination and/or use of protected health information (or confidential information) and (b) liability arising from data breaches that result in the improper or unlawful disclosure of protected health information (or confidential information). Both parties shall procure and maintain cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Policy shall name the COUNTY as Additional Insureds.

4) It is understood and agreed to by the parties hereto that the RCSS's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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 COUNTY 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 RCSS has become inadequate.

6) RCSS 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 COUNTY.

8) RCSS agrees to notify COUNTY 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.

23. General

23.1 RCSS shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the RCSS receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the RCSS shall promptly refund the disallowed

Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature on the next page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH

By: 
V. Manuel Perez, Chair
Board of Supervisors


Dated: 2/04/2025

**RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS**

By: _____
Stephan McPeace
Riverside County Assistant Superintendent
of Divisions of Leadership, Wellness, and
Student Services

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Tawny Lieu
Tawny Lieu
Supervising Deputy County Counsel

Exhibit A: Scope of Work/Implementation Plan
CDPH Suicide Reporting and Crisis Response Pilot Project
Riverside County
Organization: Riverside County Superintendent of
Schools

Major Activity Key

A	Implementation Schedule and Plan
B	Planning/Coordination Activities for Rapid Reporting
C	Planning/Coordination Activities for Crisis Response
D	Implementation Activities for Rapid Reporting
E	Implementation Activities for Crisis Response
F	Evaluation Activities for Rapid Reporting and/or Crisis Response
G	General Local Suicide Prevention Activities

Activity 1 – School-Based Health Centers

Description: B – Planning/Coordination Activities for Rapid Reporting
C – Planning/Coordination Activities for Crisis Response
G – General Local Suicide Prevention Activity

Objective: Provide funding to enhance school-based health centers in two (2) school districts by June 2025.

Justification: School-based health centers are convenient locations to assess student needs, identify high-risk youth, and facilitate the planning and implementation of prevention and crisis responses. The following services could be available: initial screenings; case management; bereavement, counseling, or peer-support services; wrap-around support; and postvention services. Because of the sensitive nature of these services, it is important they feel as inviting as possible. Students could use this space to self-regulate, receive small-group intervention services, and gain access to community resources. This start-up funding could include the purchase of physical materials to create health center environments that are more conducive to supporting students at risk.

RCSS shall be responsible for performing the following as the Scope of Work/Implementation Plan lists below.

Task	Staff/Resources	Documentation	Due Date
------	-----------------	---------------	----------

this Agreement. Such ongoing obligations shall be binding upon RCSS regardless of the reason for termination of this Agreement.

Evaluation Plan:

After two pilot school districts have been selected, the RCSS_team will work with the districts to create a budget and to provide technical assistance on tracking funds. RCSS staff will also visit the health centers to see in-person how the funds are being spent.

Task	Staff/Resources	Documentation
Determine criteria for how funds may be spent on/for the health center	RUHS-PH Program Director RCSS Coordinator	1. Criteria Google Doc
Develop budget tracking sheet and share with each selected school district/site	RCSS Coordinator RCSS Secretary	1. Budget tracking sheet 2. Copies of correspondence
Create feedback surveys (students, staff, community) for health center programs	RCSS Coordinator	1. Copy of survey 2. Survey results
Arrange site visits to two (2) health centers for which the funds are being used	RCSS Coordinator	1. Planning emails 2. Site visit notes and photos

Quarter Reporting Period for Fiscal Year 2023/2024	Quarter Reporting Period for Fiscal Year 2024/2025
Quarter 1: July 1, 2023 – September 30, 2023	Quarter 1: July 01, 2024 – September 31, 2024
Quarter 2: October 1, 2023 – December 31, 2023	Quarter 2: September 1, 2024 – December 31, 2024
Quarter 3: January 1, 2024 – March 31, 2024	Quarter 3: January 1, 2025 – March 31, 2025
Quarter 4: April 1, 2024 – June 30, 2024	Quarter 4: April 1, 2025 – June 30, 2025

RCSS acknowledges and agrees that RCSS's obligations to compile and submit progress report to the COUNTY by July 15, 2025 for the reporting period of April 1, 2024 through June 30, 2025 shall survive the termination of this Agreement. Such ongoing obligations shall be binding upon RCSS regardless of the reason for termination of this Agreement.

Evaluation Plan:

The RCSS team will work with RUHS-PH and three (3) school district partners to evaluate and update SPARE. Once at least two (2) more districts are identified to be trained, they will participate in and evaluate the RUHS training process.

Task	Staff/Resources	Documentation
Assess appropriate evaluation tool	RUHS-PH Program Director RCSS Coordinator	1. Meeting notes
Distribute and collect training evaluations	RUHS-PH staff	2. Survey results

Progress reports shall include a highlight of activities conducted, dollars spent and encumbered, and any administrative costs incurred. The quarterly reporting timelines are as follows:

Quarter Reporting Period for Fiscal Year 2023/2024	Quarter Reporting Period for Fiscal Year 2024/2025
Quarter 1: July 1, 2023 – September 30, 2023	Quarter 1: July 01, 2024 – September 31, 2024
Quarter 2: October 1, 2023 – December 31, 2023	Quarter 2: September 1, 2024 – December 31, 2024
Quarter 3: January 1, 2024 – March 31, 2024	Quarter 3: January 1, 2025 – March 31, 2025
Quarter 4: April 1, 2024 – June 30, 2024	Quarter 4: April 1, 2025 – June 30, 2025

RCSS acknowledges and agrees that RCSS's obligations to compile and submit progress report to the COUNTY by July 15, 2025, for the reporting period of April 1, 2024 through June 30, 2025 shall survive the termination of this Agreement. Such ongoing obligations shall be binding upon RCSS regardless of the reason for termination of this Agreement.

Evaluation Plan:

Effectiveness of the objective will be measured in the number of forms submitted per district, as well as based on qualitative and quantitative feedback on the usability of the form.

Task	Staff/Resources	Documentation
Provide quarterly engagement metrics	RCSS Administrator	1. Quarterly usage report
Develop platform feedback survey	RCSS Administrator	1. Sample Survey
Implement regular platform survey	RCSS Administrator	1. Survey Results

Provide training for two-hundred twenty-four (224) school staff members	RUHS-PH Staff RCSS Staff	1. Training schedules 2. Registration correspondence 3. Training materials 4. Sign-in sheets	June 2025
---	--------------------------	---	-----------

Quarterly Reporting Period:

RCSS shall compile progress reporting and submit to the COUNTY on a quarterly basis. COUNTY shall provide the appropriate contact information to RCSS for progress report submittals upon execution of this Agreement. Progress reports shall include a highlight of activities conducted, dollars spent and encumbered, and any administrative costs incurred. The quarterly reporting timelines are as follows:

Quarter Reporting Period for Fiscal Year 2023/2024	Quarter Reporting Period for Fiscal Year 2024/2025
Quarter 1: July 1, 2023 – September 30, 2023	Quarter 1: July 01, 2024 – September 31, 2024
Quarter 2: October 1, 2023 – December 31, 2023	Quarter 2: September 1, 2024 – December 31, 2024
Quarter 3: January 1, 2024 – March 31, 2024	Quarter 3: January 1, 2025 – March 31, 2025
Quarter 4: April 1, 2024 – June 30, 2024	Quarter 4: April 1, 2025 – June 30, 2025

RCSS acknowledges and agrees that RCSS's obligations to compile and submit progress report to the COUNTY by July 15, 2025, for the reporting period of April 1, 2024 through June 30, 2025 shall survive the termination of this Agreement. Such ongoing obligations shall be binding upon RCSS regardless of the reason for termination of this Agreement.

Evaluation Plan:

Once two-hundred twenty-four (224) school staff members are identified to be trained, they will participate in and evaluate the RUHS-PH training process.

Task	Staff/Resources	Documentation
Develop evaluation questions/methods	RUHS-PH Program Director RCSS Coordinator	1. Copy of survey
Distribute and collect training evaluations	RUHS-PH staff	1. Survey results

March 2024	<input type="checkbox"/> Determine team of individuals to review applications based on rubric and decide who will be awarded the funding <input type="checkbox"/> Choose and notify two (2) school districts/sites about funding award			<input type="checkbox"/> Determine fund distribution procedures
-------------------	---	--	--	---

	<input type="checkbox"/> Develop budget for distribution of \$15,000 per school site, per year			
April 2024		<input type="checkbox"/> Through the Riverside County Suicide Prevention Coalition, recruit at least two (2) other school districts to use a research-based risk assessment tool and share data with RUHS		
June 2024	<input type="checkbox"/> Develop contracts with participating school districts		<input type="checkbox"/> Convert risk assessment form into electronic form for data entry and analysis	<input type="checkbox"/> Through the Riverside County Suicide Prevention Coalition, recruit participants in training <input type="checkbox"/> Communicate with participating districts to identify and track staff to be trained
August – September 2024			<input type="checkbox"/> Provide training for pilot electronic risk assessment tools	
December 2024		<input type="checkbox"/> Provide training on the use of research-based risk assessments	<input type="checkbox"/> Design reporting for electronic risk assessment tools	

Exhibit B: Staffing and Budget

CDPH Suicide Reporting and Crisis Response Pilot Project Organization: Riverside County Superintendent of Schools			
	Year 1 July 01, 2023 Through June 30, 2024	Year 2 July 01, 2024 Through June 30, 2025	Total
1. Personnel and Benefits			
Administrator (.15 FTE)	\$39,060	\$42,575	\$81,635
Position will be responsible for overall success and coordination of grant data collection and reporting.			
Coordinator (.15 FTE)	\$31,579	\$34,421	\$66,000
Facilitate contacts with districts & professional development sessions, develop online learning platform.			
Administrator Secretary (.15 FTE)	\$15,947	\$17,382	\$33,329
Provide contract support, including scheduling meetings, coordinating regular grant reports, maintaining relevant files of records, etc.			
Column totals line 1 Personnel and Benefits	\$86,586	\$94,378	\$180,964
2. Travel and Communication			
Column Totals Line 2 Travel	\$0	\$0	\$0
3. Equipment			
Column Totals Line 3 Equipment	\$0	\$0	\$0
4. Supplies			
Column Totals Line 4 Supplies	\$0	\$0	\$0
5. Contractual			
School-Based Health Centers at Local Educational Agencies (LEAs), \$15,000 per room x2 districts	\$30,000	\$30,000	\$60,000
Data Management System for online platform setup, training & utilization	\$40,000	\$40,000	\$80,000
Stipends to staff for professional development in suicide prevention (\$625 per day x 3 total days) \$1875 per staff Year 1- 114 staff, Year 2- 110 staff	\$213,921	\$206,129	\$420,050
Column Totals Line 5 Contractual	\$283,921	\$276,129	\$560,050

Exhibit C: Budget Narrative

RCSS Administrator

Support the development of data systems to support Youth Suicide Prevention. These data systems include a digital risk assessment form, associated dashboards and reporting, as well as supporting data required for evaluation of the effectiveness of the program. Responsible for overall success and coordination of the data collection and reporting for the CDPH grant.

RCSS Coordinator

Facilitate partnerships with school districts with enhancing current School-Based Health Centers to include suicide prevention and intervention services to tap into local resources, including services/supports that are available to prevent and respond to suicide attempts and deaths. Assist with the development of an online professional learning platform, and facilitate staff professional development sessions offered by RUHS-PH.

RCSS Administrative Secretary

Provide contract support, including scheduling meetings, coordinating regular grant reports, maintaining relevant files of records, and other clerical duties as needed.

School-Based Health Centers

RCSS propose funding resources to enhance school-based health centers in two pilot districts to assess student needs, identify high-risk youth, and facilitate planning and implementation of prevention and crisis responses. In addition to initial screenings, wrap-around and postvention services can be held in these centers, so it is important that students feel as inviting as possible. This funding could include the purchase of physical materials to enhance the environment of the health center.

Data Management System

Enable electronic collection of risk assessments, such as the Riverside County Suicide Prevention and Risk Evaluation (SPARE), which was previously collected in a pen-and-paper format. This electronic collection would allow for assistance with scoring of risk, automated notification to essential personnel that the risk assessment has occurred, and analysis of trends in suicide risk assessment to better inform program development and evaluation of suicide prevention program effectiveness.

Funding for Staff Training

CDPH, RUHS-PH, and RCSS share the goal of increasing parent and school staff awareness of the signs of suicide risk in impacted youth and the steps to take in response. It is important then to train these interested parties directly. However, providing time away from a school site for a school staff member can be a barrier to them attending training sessions. To mitigate this challenge, RCSS propose providing stipends for school staff members to attend training sessions offered by RUHS-PH, which would cover the cost of any substitutes needed for those participating staff members.

Attachment I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Riverside County Superintendent of Schools

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Riverside County Superintendent of Schools ("Contractor") and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.