

FIFTH AMENDMENT TO THE AGREEMENT**BETWEEN****COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH
AND****ALVORD UNIFIED SCHOOL DISTRICT
(Comprehensive Suicide Prevention and Awareness Program)**

The Agreement between County of Riverside (COUNTY) and Alvord Unified School District (DISTRICT or AUSD), approved on September 8, 2015, amended for the first time on July 6, 2016, amended for the second time on June 9, 2017, amended for the third time on August 8, 2018, amended for the fourth time on August 14, 2019, is hereby amended for the fifth time effective July 1, 2020 as follows:

1. Amend all references to the period of performance from July 1, 2019 through June 30, 2020 to July 1, 2020 through June 30, 2021.
2. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

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

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

**ALVORD UNIFIED SCHOOL
DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**COLLABORATION AGREEMENT
BETWEEN**

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH
AND**

ALVORD UNIFIED SCHOOL DISTRICT
(comprehensive suicide prevention and awareness program)

This collaboration agreement (Agreement) is made and entered into by and between the County of Riverside Department of Public Health, hereinafter referred to as "COUNTY or IPS", and Alvord Unified School District, hereinafter referred to as "DISTRICT or AUSD".

WITNESSETH:

WHEREAS, COUNTY has received funding from the County of Riverside Mental Health Department to provide a suicide/crisis intervention training and resources; and

WHEREAS, DISTRICT has desire to collaborate with the COUNTY on the implementation of a suicide prevention and awareness program.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree to work together as provided in the Terms and Conditions on pages 2 through 12 and as provided in Exhibit A, SCOPE OF SERVICES, on pages 13 through 14, attached hereto.

DISTRICT

By Virginia Eves

Virginia Eves
Print Name

Date 9/10/15

COUNTY

By Cathy Silpapradist

Cathy Silpapradist, Buyer II
Print Name

Date 9-8-15

Terms and Conditions

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3 1. **DESCRIPTION OF SERVICES-** DISTRICT, in collaboration with COUNTY, shall
4 be responsible for the specified activities outlined in EXHIBIT A, SCOPE OF SERVICE,
5 attached hereto and by this reference incorporated herein.

6 2. **PERIOD OF PERFORMANCE** - This Agreement shall be effective on July 1, 2015
7 through June 30, 2016, unless terminated as specified in Section 12, TERMINATION.

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9 3. **COMPENSATION** - This is a no money agreement.

10 4. **HOLD HARMLESS/INDEMNIFICATION.**

11
12 4.1 DISTRICT shall indemnify and hold harmless the County of Riverside, its
13 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
14 Board of Supervisors, elected and appointed officials, employees, agents and
15 representatives (individually and collectively hereinafter referred to as COUNTY'S
16 Indemnities) from any liability whatsoever, based or asserted upon any services of
17 DISTRICT, its officers, employees, subcontractors, agents or representatives arising out
18 of or in any way relating to this Agreement, including but not limited to property damage,
19 bodily injury, or death or any other element of any kind or nature whatsoever arising
20 from the performance of DISTRICT, its officers, employees, subcontractors, agents or
21 representatives Indemnitors from this Agreement. DISTRICT shall defend, at its sole
22 expense, all costs and fees including, but not limited, to attorney fees, cost of
23 investigation, defense and settlements or awards, the COUNTY'S Indemnities in any
24 claim or action based upon such alleged acts or omissions.

25 4.2 COUNTY shall indemnify and hold harmless the DISTRICT, its Agencies,
26 Districts, Special Districts and Departments, their respective directors, officers, Board of
27 Supervisors, elected and appointed officials, employees, agents and representatives
28 (individually and collectively hereinafter referred to as DISTRICT'S Indemnities) from

1 any liability whatsoever, based or asserted upon any services of the COUNTY, its
2 officers, employees, subcontractors, agents or representatives arising out of or in any way
3 relating to this Agreement, including but not limited to property damage, bodily injury, or
4 death or any other element of any kind or nature whatsoever arising from the
5 performance of COUNTY, its officers, employees, subcontractors, agents or
6 representatives Indemnitors from this Agreement. COUNTY shall defend, at its sole
7 expense, all costs and fees including, but not limited, to attorney fees, cost of
8 investigation, defense and settlements or awards, the DISTRICT'S Indemnitees in any
9 claim or action based upon such alleged acts or omissions.

10 4.3 With respect to any action or claim subject to indemnification herein the
11 indemnifying Party shall, at their sole cost, have the right to use counsel of their own
12 choice and shall have the right to adjust, settle, or compromise any such action or claim
13 without the prior consent of the indemnified party; provided, however, that any such
14 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
15 the indemnifying party's indemnification to Indemnitees as set forth herein.

16 4.4 Indemnifying party's obligation hereunder shall be satisfied when they have
17 provided the indemnified party the appropriate form of dismissal relieving the
18 indemnified party from any liability for the action or claim involved.

19 4.5 The specified insurance limits required in this Agreement shall in no way limit or
20 circumscribe the indemnifying party's obligations to indemnify and hold harmless the
21 Indemnitees herein from third party claims.

22 4.6 In the event there is conflict between this clause and California Civil Code
23 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
24 interpretation shall not relieve the indemnifying party's from indemnifying the
25 Indemnitees to the fullest extent allowed by law.

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28 **5. INDEPENDENT CONTRACTOR.**

1 **5.1** It is the parties' intention that DISTRICT is an independent Contractor and not an
2 employee of the COUNTY, and in conformity, therewith that DISTRICT shall
3 retain sole and absolute discretion and judgment in the manner and means of
4 carrying out his/her duties. Therefore, DISTRICT is fully aware no relationship of
5 employer-employee exists between the parties hereto. DISTRICT shall not be
6 entitled to any benefits payable to employees of COUNTY including COUNTY
7 Workers' Compensation benefits. COUNTY is not required to make any
8 deductions from the compensation payable to DISTRICT under the provisions of
9 this Agreement; and as an independent DISTRICT, DISTRICT hereby holds
10 COUNTY harmless from any and all claims that may be made against COUNTY
11 based upon any contention by any third party that an employer-employee
12 relationship exists because of this Agreement.

13 **5.2** It is further understood and agreed by the parties hereto that DISTRICT in the
14 performance of its obligation hereunder is subject to the control or direction of
15 COUNTY merely as to the result to be accomplished by the services hereunder
16 agree to render and perform and not as to the means and methods for
17 accomplishing the results.

18 **6. LIABILITY INSURANCE -** Without limiting or diminishing the DISTRICT'S
19 obligation to indemnify or hold the COUNTY harmless, DISTRICT shall procure and
20 maintain or cause to be maintained, at its sole cost and expense, the following insurance
21 coverage's during the term if this Agreement.

22 **6.1 Worker's Compensation:**

23 If the DISTRICT has employees as defined by the State of California, the
24 DISTRICT shall maintain statutory Worker's Compensation Insurance (Coverage A) as
25 prescribed by the law of the State of California. Policy shall include Employers'
26 Liability (Coverage B) including Occupational Disease with limits not less than
27 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
28 favor of the County of Riverside, and, if applicable, to provide a Borrowed
29 Servant/Alternate Employer Endorsement.

30 **6.2 Commercial General Liability:**

Commercial General Liability Insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DISTRICT'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside; its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees elected or appointed officials, agents or representatives as Additional Insureds.

6.4 General Insurance Provisions- All lines:

6.4.1 Any Insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

6.4.2 The DISTRICT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or

1 retentions shall have the prior written consent of the County Risk Manager
2 before the commencement of operations under this Agreement. Upon
3 request notification of deductibles or self insured retention's unacceptable
4 to the COUNTY, and at the election of the County's Risk Manager,
5 DISTRICT'S carriers shall either; 1) reduce or eliminate such deductibles
6 or self-insured retentions' as respects this Agreement with the COUNTY,
7 or 2) procure abond which guarantees payment of losses and related
8 investigations, claims administration, and defense costs and expenses.

9 **6.4.3** DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish the
10 County of Riverside with either 1) a properly executed original
11 Certificate(s) of Insurance and certified original copies of Endorsements
12 effecting coverage as require herein, and 2) if requested to do so orally or
13 in writing by the County Risk Manager, provide original Certified copies
14 of policies including all Endorsements and all attachments thereto,
15 showing such insurance is in full force and effect. Further, said
16 Certificate(s) and policies of insurance shall contain the covenant of the
17 insurance carrier(s) that thirty (30) days written notice shall be given to the
18 County of Riverside prior to any material modification, cancellation,
19 expiration or reduction on coverage of such insurance. In the event of a
20 material modification, cancellation, expiration, or reduction in coverage,
21 this agreement shall terminate forthwith unless the County of Riverside
22 receives, prior to such effective date, another properly executed original
23 Certificate of Insurance and original copies of endorsements or certified
24 original polices, including all endorsements and attachments thereto
25 evidencing coverage's set forth herein and the insurance required herein is
26 in full force and effect. DISTRICT shall not commence operations until
27 the COUNTY has been furnished original Certificate(s) of Insurance and
28 certified original copies of endorsements and if requested, certified
original policies of insurance including all endorsements and any and all
other attachments as required in this Section. An individual authorized by

the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

6.4.4 It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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.

6.4.5 The COUNTY'S Reserves Rights—Insurance. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the type of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the DISTRICT has become inadequate.

6.4.6 DISTRICT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

6.4.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

6.4.8 DISTRICT 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.

7. LICENSE.

7.1 DISTRICT shall, through the term of this Agreement, maintain all licenses necessary in the State of California, County of Riverside, and all other governmental agencies without restrictions. DISTRICT shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

7.2 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

8. **OSHA REGULATIONS** - DISTRICT hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

9. **RECORDS AND DOCUMENTS**- DISTRICT shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by DISTRICT. All such books and records shall be maintained by DISTRICT for at least five years from the termination of this Agreement.

10. **CONDUCT OF DISTRICT**

10.1 DISTRICT agrees to inform the COUNTY of all the DISTRICT'S interest, in any, which are or which the DISTRICT believes to be incompatible with any interest of the COUNTY.

10.2 DISTRICT shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the DISTRICT is doing business or proposing to do business, in accomplishing the work under the contract.

10.3 DISTRICT shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

10.4 DISTRICT or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

11. **MONITORING** - DISTRICT hereby agrees to establish procedures for self monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate DISTRICT'S performance under this Agreement upon reasonable notice to DISTRICT and at any reasonable time.

12. **TERMINATION**

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

12.2 COUNTY may terminate this agreement, with COUNTY stating the effective date of termination, for DISTRICT'S default or if DISTRICT refuses or fails to comply with the provisions of this Agreement or fails to make progress to endanger performance and does not cure such failure within a reasonable period. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

12.3 After receipt of the Notice of Termination pursuant to paragraph 12.1 or 12.2 above, DISTRICT shall:

12.3.1 Stop all work under this Agreement on the date specified in the Notice of Termination;

12.3.2 Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by COUNTY, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to COUNTY.

12.4 After termination pursuant to paragraph 12.1 or 12.2 above, COUNTY shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement.

12.5 Notwithstanding any of the provisions of this Agreement, DISTRICT'S rights under this Agreement shall terminate (except for fees accrued prior to the date of

1 termination) upon dishonesty, or a willful or material breach of this Agreement.
2 DISTRICT'S unwillingness or inability for any reasons whatsoever to perform the
3 duties hereunder; or if the Agreement results in termination pursuant to Section
4 12, DISTRICT shall not be entitled to any further compensation under this
5 Agreement.

6 **12.6** The rights and remedies of COUNTY provided in this section shall not be
7 exclusive and are in addition to any other rights and remedies provided by law or
8 under this Agreement.

9 **13. FORCE MAJEURE-** Neither Party shall be liable nor deemed to be in default for any
10 delay or failure in performance under this Agreement or other interruption of service or
11 employment deemed resulting, directly or indirectly, from acts of God.

12 **14. NONDISCRIMINATION AND ELIGIBILITY-** The DISTRICT shall not
13 discriminate in the provision of services, allocation of benefits, accommodation in
14 facilities, or employment of personnel, on the basis of ethnic group identification, race,
15 color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40),
16 marital status, medical attention, or physical or mental handicap, and shall comply with
17 all other requirements of law regarding nondiscrimination and affirmative action
18 including those laws pertaining to the prohibition of discrimination against qualified
19 handicapped persons in all programs or activities.

20 **15. CONFLICT OF INTEREST -** DISTRICT and DISTRICT'S employees shall have no
21 interest, and shall not acquire any interest, direct or indirect, which will conflict in any
22 manner or degree with the performance of services required under this Agreement.

23 **16. ALTERATION**

24 **16.1** No alteration or variation of the terms of this Agreement shall be valid unless
25 made in writing and signed by the parties hereto, and no oral understanding or
26 agreement not incorporated herein, shall be binding on any of the parties hereto.

27 **16.2** Only the County Board of Supervisors or the County Purchasing Agent may
28 authorize any alteration or revision of this Agreement. The parties expressly
recognize that COUNTY personnel are without authorization to either change or
waive any requirements of this Agreement.

17. 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.

18. **ASSIGNMENT** - DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by DISTRICT pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of DISTRICT to COUNTY pursuant to this Agreement. DISTRICT may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of DISTRICT, including but not limited to, change in the majority ownership, change in the form of DISTRICT'S business organization, management of DISTRICT, DISTRICT'S ownership of other business dealing with DISTRICT under this Agreement, or filing of bankruptcy by DISTRICT, shall be deemed an assignment for purposes of this paragraph.

19. **ADMINISTRATION** - The COUNTY'S Director of the Public Health Department, or designee, shall administer this Agreement on behalf of the COUNTY.

20. **WAIVER** - 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 thereof. Failure on the part of the 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 hereof or stopping COUNTY from enforcement hereof.

21. **JURISDICTION, VENUE, ATTORNEY FEES** - This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. DISTRICT agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

22. **CAPTIONS AND PARAGRAPH HEADINGS** - Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

23. **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 one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

DISTRICT:

Alvord Unified School District
10365 Keller Ave
Riverside, CA 92505

or to such other address(es) as the parties may hereafter designate.

[signatures on page one]

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**Contract
County of Riverside
Department of Public Health Injury Prevention Services (IPS)
And
Alvord Unified School District (AUSD)
Comprehensive Suicide Prevention and Awareness Program
July 1, 2015 – June 30, 2016
Scope of Work**

County of Riverside(COR) Department of Public Health – IPS received funding from the COR Department of Mental Health –Mental Health Services Act (MHSA) to work with local school districts in providing suicide/crisis intervention programming which includes activities for students, training for school and district staff, and resource distribution for parents.

Injury Prevention Services responsibilities:

1. Staff Development

ASIST or Safe TALK workshop

- IPS will provide one (1) Suicide Prevention Gatekeeper training to selected AUSD staff. This workshop is a comprehensive suicide intervention training that prepares individuals to effectively respond to a person in crisis.

2. Student Support

High Schools

- IPS will provide technical assistance to each high school site in the development of a Suicide Awareness and Prevention Club. The focus of the club shall be on mental health awareness and stigma reduction while encouraging student led advocacy.
- In addition IPS will provide training and resources to each club in the development of two (2) awareness campaigns.
- Participation in the Directing Change state-wide video contest will be encouraged.

Middle Schools –

- IPS will train one (1) service club on each campus such as Friday Night Live, ASB, etc, to take the lead and establish a Suicide/Crisis Prevention and Awareness program for their school site.
- The focus for each club is to bring awareness and offer resources to youth in need.
- This includes coordinating two (2) awareness campaigns throughout the year helping to reduce the stigma surrounding seeking mental health services.

3. Parent Education

- IPS will coordinate two (2) hour - long parent presentation(s) on the warning signs, risk factors and resources available to youth in crisis.

Alvord Unified School District responsibilities:**1. Staff Development**

- AUSD will select staff to attend the two day ASIST or one day Safe TALK workshop.

Documentation:

- Sign in sheets and mileage sheets are required.

2. Student Support**High Schools – Alvord, La Sierra, Norte Vista, Hillcrest**

- AUSD will identify a faculty member to act as the Suicide Awareness and Prevention Club Advisor for the 15/16 school year.
- The Faculty advisor is required to establish club meeting dates, and to recruit student leadership and members.
- In addition, each school site administration will support the coordination of student led awareness campaigns during the 15/16 school year, which will include participation in the Directing Change State-wide video contest.
- Two (2) campaigns per school site are required.

Documentation:

- Sign in Sheets, agendas, meeting minutes, etc.

3. Middle Schools – Arizona, Loma Vista, Villegas, Wells

- AUSD will support the development of a Suicide/Crisis intervention club on each middle school campus.
- A faculty advisor will be identified to act as the liaison between IPS staff and students. School site administration will support the coordination of student led awareness campaigns during the 15/16 school year.
- Two (2) campaigns per school site are required.

Documentation:

- Sign in Sheets, agendas, meeting minutes, etc.

4. Parent Education

- AUSD will provide a meeting location, and advertise the two (2), hour - long parent presentation(s) on the warning signs, risk factors and resources available to youth in crisis.

Documentation:

- Sign in Sheets, agendas, etc.