

**AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT AND
THE TAHOE FOREST HOSPITAL DISTRICT (TFHD) REGARDING PARTICIPATION IN ACES
NETWORK OF CARE PLANNING GRANT**

MENTAL HEALTH SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the County of Nevada, Behavioral Health Department, hereinafter referred to as “COUNTY”, and the Tahoe Forest Hospital District, hereinafter referred to as “TFHD”.

WHEREAS, the purpose of this Agreement is to establish an arrangement for the Nevada County Behavioral Health (NCBH) Department to provide qualified personnel to participate in the ACEs Network of Care Planning Grant that was awarded to TFHD. Participation in this planning grant will include:

- Supports the TFHD Team Leads in meeting grant deliverable deadlines
- Supports development of the communication plan and helps disseminate information about the project’s purpose and outcomes throughout the community
- Supports in identifying subject matter experts (i.e. training programs, IT platforms etc.)
- Identifies agency-specific protocols for screening and follow up
- Identifies how to incorporate the science of ACEs and toxic stress trauma-informed care principles

WHEREAS, NCBH has expertise in the provision of mental health related services and has a history of working collaboratively with local Tahoe Truckee partners to provide mental health services to the community;

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

RECITALS

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT:** This Agreement will remain in effect from February 1, 2021 and shall continue until July 31, 2021.
2. **SCOPE OF SERVICES:** The Scope of Services is detailed in Exhibit “A” attached hereto.
3. **PAYMENT ARRANGEMENT:** The Schedule of Payments is detailed in Exhibit “B” attached hereto.
4. **TIME OF THE ESSENCE:** Time is of the essence. COUNTY shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of COUNTY’S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
5. **TERMINATION:** Either party may terminate this Agreement for any reason by giving thirty (30) days’ notice to the other party.

- a. In the event TFHD shall give notice of termination, COUNTY shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.
- b. TFHD shall pay COUNTY the reasonable value of services rendered by COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNTY and approved by TTUSD as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified herein.

6. **JURISDICTION:** This Agreement shall be construed in accordance with the laws of the State of California.

7. **INDEMNIFICATION:** TFHD shall hold harmless, defend, and indemnify Nevada County and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of TFHD, its officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of Nevada County, its officers, officials, employees and volunteers.

Nevada County shall hold harmless, defend, and indemnify TFHD and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of Nevada County, its officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of TFHD, its officers, officials, employees and volunteers.

8. **INSURANCE:** It is agreed that TFHD and COUNTY, shall each maintain at all times during the performance of this Agreement, insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation. For the performance of professional services by COUNTY's Subcontractor, a licensed professional under this Agreement, the COUNTY shall cause Subcontractor to maintain professional (malpractice insurance) for not less than \$1,000,000 per occurrence for the term of the Agreement.

9. **COUNTY AS INDEPENDENT:** In providing services herein, COUNTY and its agents, employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of TTUSD.

10. **ASSIGNMENT AND SUBCONTRACTING:** It is understood and agreed between the Parties that COUNTY may, at its option, assign its rights and obligations under this Agreement, and that COUNTY may, at its discretion, subcontract for some or all of the services set forth in the Exhibit "A" Scope of Services attached hereto, utilizing its existing contractor/s.

11. **STANDARD OF PERFORMANCE:** All products of whatsoever nature which COUNTY delivers to TFHD pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing his profession.

12. **ENTIRETY OF AGREEMENT. AMENDMENT:** This Agreement constitutes the entire Agreement between the Parties, and no other written or oral evidence shall be construed to be part of this Agreement. The Parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the Parties.

13. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of California.

14. **NOTIFICATION:** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties listed below. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Tahoe Forest Hospital District
Eileen Knudson
11012 Donner Pass Rd
Truckee, California 96161
Phone: (530)-582-6496

County of Nevada – Behavioral Health Dept.
Phebe Bell, Director
950 Maidu Avenue
Nevada City, California 95959
Phone: (530) 470-2784

IN WITNESS WHEREOF, the Parties have executed this Agreement:

TAHOE FOREST HOSPITAL
DISTRICT

COUNTY OF NEVADA

EILEEN KNUDSON
Behavioral Health
Director, TFHD

Phebe Bell, MSW, Behavioral Health
Director

Date: _____

Date: _____

By: _____

Date: _____

Honorable Dan Miller
Chair, Board of Supervisors

Name: _____

Date: _____

Title: Secretary

Attest:

Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to Form:

County Counsel

EXHIBITS:
Exhibit A – Scope of Services
Exhibit B – Schedule of Payments

EXHIBIT A
SCOPE OF SERVICES
ACES Network of Care Planning Grant
Tahoe Forest Hospital District (TFHD)

County shall provide a Behavioral Health staff representative, to participate in the ACEs Network of Care Planning Grant Leadership Team, led by Tahoe Forest Hospital District.

COUNTY shall:

1. Designate staff time from the Tahoe Truckee Health and Human Services Program Manager to participate in the ACEs Network of Care Planning Grant.
2. Network of Care Partners will need to research necessary approvals to implement a successful, legally compliant, bi-directional platform for the Tahoe Truckee Community.

During this Grant Planning Process, COUNTY will:

- Designate County staff time to attend designated grant planning meetings facilitated by TFHD and participate in developing grant deliverables by expected time frames.
3. COUNTY shall provide input on Grant Deliverables following the below schedule:

TFHD shall:

1. Facilitate the Grant Planning Process to complete established grant deliverables that seek to address the following Goals:
 - Creating an ACEs-informed, collaborative network of care in our community.
 - ACEs screening tools are built into the Electronic Health Record and Clinical Providers/Network of Care Partners are trained in culturally-relevant, equity-centered screening and response workflows.
 - Patients and clients are screened at appropriate intervals.
 - Network of Care Partners identify a bi-directional platform to track ACE screenings, referrals and a coordinated continuum of care to improve patient/client resilience.
 - Network of Care Partners have a shared language and understanding of ACEs framework.
 - In exchange for participation in defining deliverables and an action plan to create an ACEs aware community, a portion of the grant funding received by TFHD will be allocated to NCBH for staff time.

Following the below schedule:

Deliverable	Deliverable Due Date	Partner Payment
1a	February 22, 2021	\$200/partner
1b	April 15, 2021	25% of partner total amount minus \$200
2	May 1, 2021	25% of partner total
3	May 31, 2021	25% of partner total
4	July 31, 2021	25% of partner total

EXHIBIT "B"
SCHEDULE OF PAYMENTS
ACES Network of Care Planning Grant
Tahoe Forest Hospital District (TFHD)

Tahoe Forest Hospital District shall pay COUNTY a maximum amount not to exceed \$20,000 for the contract term of February 1, 2021 through July 31st, 2021. Payments shall be released automatically upon completion of the deliverables according to the below listed deliverable due dates:

Deliverable	Deliverable Due Date	Partner Payment
1a	February 22, 2021	\$200/partner
1b	April 15, 2021	\$4,800 (25% of partner total amount minus \$200)
2	May 1, 2021	\$5,000 (25% of partner total)
3	May 31, 2021	\$5,000 (25% of partner total)
4	July 31, 2021	\$5,000 (25% of partner total)

Payment will be distributed to Partners upon the approval of each deliverable as defined in the Project Work Plan and receipt of payment from Aurrera Health Group. Tahoe Forest Health System will be paid by Aurrera Health Group within 30-days of Deliverable approval. Tahoe Forest Hospital District will automatically distribute partner payments promptly after receipt of payment from Aurrera Health Group.