

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Wellness Program Services as a component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$ 55,000
(§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 06/30/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u>X</u>

LICENSES

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) Contractor: Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, California 96161 Contact Person: Kim Bradley Phone: (530) 582-2575 E-mail: kbradley@ttusd.org	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Phebe Bell Phone: (530) 470-2784 E-mail: Phebe.Bell@co.nevada.ca.us
Funding: 1512-40104-493-1000/521520	CFDA No.: <u>N/A</u> CFDA Agreement No.: <u>N/A</u>

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.	<u>X</u> Other	<u> </u> LLC	<u> </u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Individ.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including

personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Dr. Robert Leri
Superintendent Chief Learning Officer

Edward Scofield
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT " A "
SCHEDULE OF SERVICES
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

Tahoe Truckee Unified School District (TTUSD), herein referred to as "Contractor", agrees to provide services through the Wellness Program as a Prevention component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention Plan for the Nevada County Behavioral Health Department, herein referred to as "County".

Project Background:

The Tahoe-Truckee community experienced a series of tragic teen suicides 4 years ago. In 2012, the California Healthy Kids Survey reported that 36% of TTUSD 9th graders felt so sad or hopeless for 2+ weeks in a row that they stopped doing usual activities. It was a 12% increase from the 2010 data and well above the state average. Even more concerning was that in the spring of 2012, 28% of Truckee High 9th graders reported seriously considering attempting suicide and 20% had a planned method of suicide. It was known that these youth were struggling; yet very few were talking about it and even fewer were engaging in services voluntarily. Students expressed a desire to have more support services available to them at their school sites. In order to best support youth, services needed to go to where youth were, build relationships and ask what's important to them. By providing Wellness Centers at the school sites, TTUSD has been able to connect with youth who need someone to listen to them and connect them to the help they need. Since opening the Wellness Centers 5 years ago, the number of 9th graders who reported feeling sad or hopeless dropped to 31% and the number of 9th graders who reported considering suicide dropped to 13%. The Wellness Centers have proven to be a successful prevention strategy in the schools.

Project Detail:

The Tahoe Truckee Unified School District (TTUSD) Wellness Program is a collaborative project between the TTUSD, Placer and Nevada County, Community Collaborative of Tahoe Truckee partners and youth designed to help high school students build protective factors, reduce risk factors/behaviors and increase access to a broad spectrum of mental health services. The program is financially supported by both Nevada County and Placer County and is comprised of Wellness Centers at Truckee High and North Tahoe High and individualized wellness programming at Sierra High. The Centers serve as hubs for high school students to talk with caring adults, connect to community resources and learn new skills to develop sustainable wellness practices.

Contractor's Responsibilities:

Under this Agreement, Contractor agrees to operate Wellness Centers at Truckee High and North Tahoe High and programming at Sierra High, Community School, North Tahoe Middle School and Alder Creek Middle School by offering youth programs and community partnership development. The Wellness Centers shall provide a single entry point for students to connect to supportive adults and access wellness services at the school. Contractor shall partner with staff from local community organizations who will be available to talk and listen to students, and link them to community resources.

Contractor agrees that funds provided under this Agreement will be used to help support:

- TTUSD's Wellness Coordinator's time to develop, implement and maintain wellness programming materials, manage the budget and supervise staff and volunteers;
- Wellness Center Liaison's time to coordinate on-site Wellness Services at North Tahoe and Truckee High;
- TTUSD's contracted services with Gateway Mountain Center to provide support for Sierra High and the Community School's Wellness Programming, including: retreats, wellness workshops, support groups, core gifts;
- The suicide prevention activities in the TTUSD which may include, but is not limited to:
 - o staff,
 - o meeting space,
 - o coordinating the nomination and recruiting process and implementation of student Peer Leaders,
 - o creating and implementing a referral process for Peer Leaders,
 - o schedule, plan and implement Peer Leader trainings,
 - o schedule, plan, support and implement suicide prevention trainings and activities with Peer Leaders, and
 - o support ongoing links between youth and other trusted adults in the school,
- Resource Materials and operating supplies including desks, chairs, lamps and bookcases;
- Food and supplies to host youth, parents and community meetings;
- Expenses incurred to send Wellness Center Staff and youth to training events and bring trainers to local training events.
- Additionally, Contractor shall be responsible for providing:
 1. Standard evaluation data forms by the 10th of each month to the MHSA evaluation contractor/staff member;
 2. A Mid-year Progress Report within 30 days of the end of the second quarter (Q2 ends 12/31; report due 2/1);
 3. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report is due 8/1);
 4. Any MHSA Progress or Evaluation Report that is required, and as may be requested by the County. The Contractor shall cooperate with the County for compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA reporting guidelines.
 5. A staff member to attend MHSA Steering Committee Meetings

Project Objectives:

Traditionally, youth in Tahoe-Truckee Area have been both an unserved and underserved population. Service providers have struggled with how to reach and serve this adolescent population. Many youth in the community are experiencing or at risk for suffering from mental and emotional stress. The project seeks to empower youth by giving them a voice in decisions around creating their own well-being and developing sustainable wellness practices for life. By making youth our peers in shaping Wellness Programming, we are teaching them self-

determination and valuing them as part of their communities by listening to their concerns and responding accordingly. The Wellness Centers provide a safe place for youth to talk, learn relevant skills for improving well-being as they define it, and understand how to navigate and access community resources.

The TTUSD Wellness Program utilizes a peer support model that trains and empowers students to provide support and mentoring to their peers. Trained Peer Leaders change the norms of students throughout their schools regarding the acceptability of suicide, enables help-seeking and youth-adult communication by conducting a set of well-defined messaging activities with ongoing adult support. We offer the following Peer Mentor Programs: SOS, Link Crew and WEB in the TTUSD middle school and high schools.

GOALS, OUTCOMES AND DATA

Contractor will track goals and outcomes as indicated in their Evaluation Plan which may include, but is not limited to:

GOAL #1 - YOUTH:

At least 50 youth will be trained in peer mentor and leadership skills to better support themselves and their peers, as well as have authentic voices in shaping school and community initiatives.

OBJECTIVES:

1. Train 50 youth in the Peer Mentor Program.
2. Provide opportunities for at least 30 youth to participate in leadership opportunities and Community Collaborative Leadership Meetings.

OUTCOME:

At least 30 students and 60% of students participating in the Peer Mentor Program will report that they learned new mentor skills, were able to better support their friends and feel empowered to be leaders.

- Tools: Number of trained Peer Mentors, SEARS Peer Mentor Survey

GOAL #2 - SUPPORT:

At least 50 youth will receive support from Wellness Center Staff and Volunteers to improve their social, emotional and mental health and will have opportunities to access community resources.

OBJECTIVES:

1. Train 10 volunteers from partner agencies in skills to help them better support and connect youth to community health resources.
2. Create a safe space for youth to talk, seek support and get connected to outside community resources by offering Wellness Center Drop-In hours five days a week/approximately six (6) hours a day.

OUTCOME:

At least 30 students and 60% of students utilizing the Wellness Centers will report satisfaction with the quality and usefulness of services.

All students that are referred to mental health treatment are supported until they have connected to the service provider and have been encouraged to participate in the services at least once.

Tools: Wellness Center Student Visits, Retrospective Wellness Center Survey, and Referral Tracking documents.

(1) Number of referrals to treatment, and kind of treatment to which person was referred.

(2) Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.

(3) Duration of untreated mental illness.

(A) Duration of untreated mental illness shall be measured for persons who are referred to treatment and who have not previously received treatment as follows:

1. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.

(4) The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.

GOAL #3 - EDUCATION:

At least 200 youth will learn practical tools to improve their overall health and well-being.

OBJECTIVES:

1. Provide at least 20 Wellness Workshops to a variety of students which may include the following topics: Healthy Ways to Deal with Stress, Mindfulness, Heart Math, Know the Signs, Nutrition/Access to the Health Care System, Mental Health Stigma, Understanding Gender and Sexual Identity.

OUTCOME:

At least 100 students and 50% of students participating in Wellness Workshops will report increased knowledge and skills of healthy wellness practices.

- Tools: Number of students participating in workshops, Survey to measure skills or knowledge learned.

Other goals, outcomes and data may be part of the Evaluation Plan that indicate the reduction of prolonged suffering from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. Data collection may include, but is not limited to:

- Demographic information
- Pre and post test
- Evidence based practices evaluation tools
- Surveys
- Community feedback
- Sign-in sheets

MHSA PEI: PREVENTION PROGRAM REGULATIONS:

Section 3720. Prevention Program

(a) “Prevention Program” means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

(b) “Risk factors for mental illness” means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.

(1) Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.

(c) Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness.

(d) Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.

(e) The County shall include all of the Strategies in each Prevention Program as referenced in Section 3735.

Section 3735. Prevention and Early Intervention Strategies

(a) The County shall include all of the following Strategies as part of each Prevention Program:

(1) Be designed and implemented to help create Access and Linkage to Treatment.

(A) “Access and Linkage to Treatment” means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.

(2) Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations.

(A) “Improving Timely Access to Services for Underserved Populations” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

(B) Services shall be provided in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.

(C) In addition to offering the required Improve Timely Access to Services for Underserved Populations Strategy, the County may also offer

Improve Timely Access to Services for Underserved Populations as a Program.

(3) Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory

(A) “Strategies that are Non-Stigmatizing and Non-Discriminatory” means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.

(B) Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

Section 3750. Prevention Component Evaluation.

(a) For each Prevention Program the County shall measure the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.

(b) For each Prevention Program that the County designates as intended to reduce any of the other Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, the County shall select, define, and measure appropriate indicators that the County selects that are applicable to the Program.

For each Strategy or Program to provide Access and Linkage to Treatment the County shall track:

(1) Number of referrals to treatment, and kind of treatment to which person was referred.

(2) Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.

(3) Duration of untreated mental illness.

(A) Duration of untreated mental illness shall be measured for persons who are referred to treatment and who have not previously received treatment as follows:

1. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.

(4) The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

County shall pay to Contractor a maximum not to exceed Fifty Five Thousand Dollars (\$55,000) for satisfactory performance of services in accordance with Exhibit "A" for the term of this contract.

The County's maximum obligation is based on the project budget which is hereto attached as Attachment "A".

As compensation for services rendered to County, Contractor shall be reimbursed for actual salary/ benefits and costs incurred in carrying out the terms of the contract. Contractor shall bill County each month, and each invoice shall state the amount of personnel hours/benefits and expenses being billed. Contractor agrees to be responsible for the validity of all invoices.

BILLING AND PAYMENT:

Line items within the budget may be increased or decreased by using funds from other line items by no more than 10% of their original amounts. Contractor shall have prior approval of the department for any adjustments. County reserves the right to deny any such change on any line item.

Payment shall be approved after approval by County's Program Manager of invoice and any required reports for that period. The last invoice will not be paid until all Mid-year and Annual Progress Reports are provided to the County.

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing and required MHSA reports.

To expedite payment, Contractor shall reference the Resolution Number assigned to their Contract on their invoice.

Contractor shall submit invoices for services to:

HHS Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959

Attachment "A"

TTUS WELLNESS PROGRAM BUDGET FY 20/18/19				
	PLACER	NEVADA	TOTAL	PURPOSE
REVENUE	\$74,778	\$55,000	\$129,778	
EXPENSES				
<i>Personnel Costs</i>				
Wellness Coordinator (.9 FTE)	\$22,473	\$16,591	\$39,064	.9 FTE Wellness Coordinator to oversee the Wellness Centers; develop new wellness programming, manage the budget and supervise staff and volunteers.
➤ Wellness Coordinator Benefits	\$5,378	\$3,975	\$9,353	21.322% payroll liability w/ no health
Wellness Center Liaisons	\$21,244	\$15,689	\$36,933	Wellness Center Liaisons to coordinate on-site Wellness Services at North Tahoe High and Truckee High. Paid per contract.
➤ Wellness Center Liaisons Benefits	\$11,869	\$8,764	\$20,633	21.322% payroll liability
Sierra High/Community School Support (Gateway Mountain Center Contract)	\$4,500	\$3,000	\$7,500	Contract with Gateway Mountain Center to provide support for Sierra High Wellness Programming: Retreats, Core Gift Interviews
<i>Personnel Total:</i>	\$65,464	\$48,019	\$113,483	
<i>Operating Costs</i>				
Resources	\$1,512	\$1,600	\$3,112	Resource materials, programs, speakers and instructors
Office Supplies	\$1,000		\$1,000	Paper, notebooks, pens, ink cartridges, etc.
Office Equipment	\$600		\$600	Desks, chairs, lamps, bookshelves, computer, etc.
Hosting(Includes SoS funding for SoS activities)	\$1,250	\$2,000	\$3,250	Food and supplies to host youth, parent, SOS and community meetings/activities.
Travel/Training	\$1,500	\$769	\$2,342	Cost to send Wellness Center staff and youth to training events and bring trainers for local training. Also covers staff mileage reimbursements
TTUSD Admin 5%	\$3,452	\$2,612	\$5,991	5% of total budget amount – Fiscal oversight and Indirect Costs
TOTAL	\$74,778	\$55,000	\$129,778	

Any furnishings, equipment, etc. purchased with funds provided under this Agreement, shall remain the property of the Contractor.