

AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT AND THE TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT (TTUSD) REGARDING SCHOOL BASED MENTAL HEALTH SERVICES AT TTUSD CAMPUSES

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 Truckee Unified School District, hereinafter referred to as "TTUSD".

WHEREAS, the purpose of this Agreement is to establish an arrangement for the Nevada County Behavioral Health (NCBH) Department to provide qualified personnel for the provision of professional mental health services to serve students at TTUSD Campuses who have been identified as having a mental health need. These services will seek to:

- Make available onsite access to mental health services at TTUSD campuses regardless of Medi-Cal status of the student and to improve the mental health and well-being of students.
- Provide a coordinated identification and referral process to community agencies for mental health services; and
- Improve school staffs' education regarding mental health needs/high-risk behaviors.

WHEREAS, NCBH has expertise in conducting mental health assessments and the provision of mental health related services and has a history of working collaboratively with local schools to provide mental health services to students;

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 July 1, 2021 and shall continue until June 30, 2023.
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 TTUSD shall give notice of termination, COUNTY shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.
- b. TTUSD 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:** TTUSD 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 TTUSD, 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 TTUSD 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 TTUSD, its officers, officials, employees and volunteers.

8. **INSURANCE:** It is agreed that TTUSD 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:** COUNTY and its Subcontractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent Mental Health practitioner. All products of whatsoever nature which COUNTY delivers to TTUSD 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. **CONFIDENTIALITY AND HIPPA/HITECH:** Both Parties shall comply with all State and Federal laws and regulations concerning safeguarding confidentiality and/or confidential information.

Both Parties agree to comply with the requirement of 42 U.S.C. §§ 1171, et. seq., Health Insurance Portability and Accountability Act of 1996 (HIPPA), and its subsequent amendments, and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) related to Protected Health Information in performing any task or activity related to this Agreement.

13. **LICENSES:** COUNTY warrants that it is qualified and competent to provide all Services under this Agreement to TTUSD that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Mental Health Practitioner to practice his/her profession pursuant to the terms of this Agreement.
14. **NONDISCRIMINATION:** During the performance of this Agreement, COUNTY and TTUSD 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 will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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.
15. **RECORDS:** COUNTY and its Subcontractor shall maintain, at all times, complete detailed records with regard to work performed under this Agreement.
16. **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.
17. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of California.
18. **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 Truckee Unified School District
Carmen Ghysels
11603 Donner Pass Rd
Truckee, California 96161
Phone: (530)-582-2500

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 TRUCKEE UNIFIED SCHOOL
DISTRICT

COUNTY OF NEVADA

Carmen Ghysels
Superintendent, TTUSD

Phebe Bell, MSW, Behavioral Health
Director

Date: _____

Date: _____

By: _____

Date: _____

Name: _____

Honorable Dan Miller
Chair, Board of Supervisors

Title: Secretary

Date: _____

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
School Based Mental Health Services for
Tahoe Truckee Unified School District (TTUSD)

County shall provide Behavioral Health staff, classified as either a Behavioral Health Therapist I (registered intern with the Board of Behavioral Health Examiners, or eligible to accrue hours of Supervised Professional Experience, as defined by the Board of Psychology), Behavioral Health Therapist II (license eligible), or Behavioral Health Therapist – Licensed (LCSW, Professional Clinical Counselor; MFT, or Psychologist) [Collectively “Behavioral Health Therapist”] to provide appropriate mental health services to identified students at TTUSD campuses.

COUNTY shall:

1. Supply .50 Full Time Equivalent Behavioral Health Therapists who also meets all TTUSD required employee screening criteria.

When school is in session, COUNTY will:

- Provide Mental Health Services to students identified by the school. Students serviced by the Behavioral Health Therapist will be in need of therapeutic intervention, and in addition to serving those with Medi-Cal who meet medical necessity, this Behavioral Health Therapist may also serve those who do not appear to meet the medical necessity criteria as mandated by California Medi-Cal regulations or do not have Medi-Cal. Mental Health services may include:
 - Assessments:

Assessments will be provided after a referral has been received from TTUSD staff. The purpose of the assessment will be to evaluate the student’s current mental, emotional, and/or behavioral health status. Assessment includes, but is not limited to, mental status determination, presenting problems and symptoms, developmental history, family history, educational history, medical history, mental health treatment history and mental health diagnosis.
 - Therapy:

Therapy services will be provided individually, in group settings, or with the child and family/caregiver present. This service activity will focus on providing therapeutic interventions to primarily reduce symptoms and improve functioning in school.
 - Collateral or Parent Counseling:

Collateral services will address the needs of any significant support person in a child’s life to gain greater understanding of the child’s special needs and how to best support the child in reducing symptoms. Collateral services include but are not limited to consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child; consultation and training of the significant support person(s) to assist in better understanding of the child’s serious emotional disturbance; and family counseling with the significant support person(s) in achieving the goals of the child’s service plan.
 - Groups:

Children or youth with similar needs or issues can be treated together in group settings. These groups will have a psychoeducational or life skills focus, and will not be billed to Medi-Cal. These groups may include youth who are residents of Placer County or Nevada County.

- Other services:

- Plan Development or Agency Linkage:

Plan development services will address the need to develop a client service plan, ongoing consultation with involved school personnel and other treatment staff to monitor the effectiveness of the plan; and to update the plan regularly and as functioning improves. Agency Linkage will include working closely with other agencies, including staff of TTUSD, to develop an understanding of the various resources available to refer children and youth to.

- Crisis Intervention Services:

Crisis Intervention Services shall be provided by COUNTY as an unplanned mental health service to address the immediate need of a child experiencing significant emotional distress. This service will also be used to address an unplanned and immediate need of a significant support person(s) to consult in regards to a specific child's current significant emotional distress. Crisis Intervention under this agreement will not substitute the involvement of the Nevada County Crisis Team when a child is at significant risk to either seriously harm him / herself or another.

- Case Management Services:

Case management will be an activity provided by NCBH staff to assist a child and his or her family in accessing medical, educational, social, or other needed community resources. Case management may include but is not limited to communication, coordination, and referral to such resources, and monitoring the service delivery and the child's progress.

- Documenting Services:

All mental health and case management services listed above will be documented through a progress note that will identify the child that the particular service is linked to. Each note must include the Date of Service, Activity Code, Location of Service and Duration (minutes) of Service. Progress notes may be computer generated. Documentation and travel time shall be included in "duration of service" time recorded on Event Monitoring Slip and Progress Note.

All records shall be maintained at the Department of Behavioral Health. Such records shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of client records, in accordance with the provisions of Health and Safety Code § 11812, et seq., Civil Code §56.10, Welfare and Institutions Code §5328, the HIPAA and HITECH Acts and in conformity will all applicable legal requirements and recognized standards of professional practice. All client records maintained by NCBH must be maintained for one (1) year beyond the client's reaching the age of 18, but in all cases not less than seven (7) years. Psychologists' records involving minors will be kept until the minor's 25th birthday.

COUNTY shall conform to all applicable legal requirements pertaining to consent to treat and authorization for release of information.

2. COUNTY shall provide an annual report to TTUSD regarding the types of services provided during the reporting period, and the progress towards improved mental health outcomes as measured by a mutually agreeable method. Said report shall include only non-demographic and de-identified data with regard to the students served pursuant to this Agreement. For purposes of this Agreement, "de-identified" data means information that neither identifies individuals referred for, or receiving, services pursuant to this Agreement, nor information that can be used to identify any individuals referred for, or receiving, services pursuant to this Agreement.

COUNTY shall not be responsible for any educational mandates, requirements, delivery of services associated with Independent Education Plan (IEP) or other school required documents or processes. Nor shall the County attend IEP or similar meetings.

TTUSD shall:

1. Furnish, at its sole cost and expense; all facilities, equipment, and other materials which may be required for delivery of services pursuant to this Agreement.

EXHIBIT "B"
SCHEDULE OF PAYMENTS
School Based Mental Health Services for
Tahoe Truckee Unified School District (TTUSD)

TTUSD shall pay COUNTY a maximum amount not to exceed \$50,000 for the contract term, \$25,000 per County Fiscal Year.

COUNTY shall submit an annual invoice no later than June 5, 2021 for this funding but will prorate any portion of the school year by week for which services were not provided due to a vacancy in the mental health provider position. For each week the mental health provider position is vacant the annual invoice will be reduced by \$480.00.

TTUSD shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to the following address, and shall include the contract number assigned, remittance address, and all additional specific information indicated herein:

Tahoe Truckee Unified School District
11063 Donner Pass Rd
Attn: Accounts Payable
Truckee CA, 96161

Compliance with Education Department General Administrative Regulations (EDGAR)

COUNTY shall comply with all EDGAR requirements as related to sub-recipients, including 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99.

Records to be Maintained:

COUNTY shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. COUNTY shall keep and maintain such records, and, as permitted by law, they shall be made available to TTUSD or its authorized representative, or State or Federal officials for review or audit during normal business hours, upon reasonable advance notice given by TTUSD, its authorized representative, or State or Federal officials. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.