

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
TEHAMA COUNTY DEPARTMENT OF EDUCATION**

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This agreement is entered into between the County of Tehama, through its Health Services Agency ("County") and Tehama County Department of Education ("Contractor") for the purpose of Mental Health Student Services Act of 2019 grant collaboration administered through the County and meeting the Mental Health Services Oversight and Accountability Commission standards and regulations governing this grant.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall perform services according to the Scope of Work described in Exhibit B attached hereto and incorporated by reference.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

For Contractor's expenditures that are eligible for reimbursement by the Mental Health Services Oversight and Accountability Commission for the Mental Health Student Services Act of 2019 grant attached hereto as Exhibit B, Contractor shall submit to County expenditures reports and the County will render payment to the Contractor. Such eligible reimbursements are detailed in Exhibit B. The Maximum Compensation payable under this Agreement shall not exceed \$2,500,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor

receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. County shall make payment of all undisputed amounts within 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the October 1, 2020 and shall terminate September 30, 2024, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be

entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including

property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby

specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency  
Attn: Executive Director  
P.O. Box 400  
Red Bluff, CA 96080  
(530) 527-8491

If to Contractor: Tehama County Department of Education  
Attn: Superintendent  
1135 Lincoln Street  
Red Bluff, CA 96080  
(530) 527-5811

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **CODE OF CONDUCT**

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

## CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;



- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

23. **CONFIDENTIALITY**

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

24. **CULTURAL COMPETENCY**

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 12/10/2020

**COUNTY OF TEHAMA**

Valerie S. Lucero  
Valerie S. Lucero, Executive Director

Date: 12/7/2020

**TEHAMA COUNTY DEPARTMENT OF  
EDUCATION**

Richard DuVarney  
Richard DuVarney, Superintendent

53230  
Budget Account Number

Standard Form of Agreement – Services adopted 07-26-17

## Exhibit A

### INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

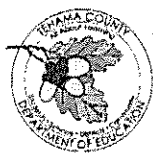
Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## Exhibit B



### **Tehama County Department of Education Scope of Work for MHSSA Grant 2020/2024**

**Location:** Tehama County

**Contract:** \$2.5 million dollars over four years

**Grant Distribution:** Year 1: \$668,267, Year 2: \$628,882, Year 3: \$603,162, Year 4: \$599,689.00

**Definition:**

Under the direction of the Grant Coordinator, the following components will be provided under the MHSSA Grant.

**Staffing:** TCDE will hire (3) School Based Mental Health and Wellness Clinicians and (1) School Based Mental Health and Wellness Coordinator.

- School Based Mental Health and Wellness Clinician
  - Provide direct mental health and wellness services and programs that foster pro-social skills to students within Tehama county.
  - May serve as a member of the school intervention team, attend meetings, and provide behavioral support within a multi-tiered intervention framework.
  - Provide prevention and intervention activities related to increasing mental health awareness, decreasing stigma, and targets of the MHSSA grant.
  - Provide training to students, parents, and staff on mental health, and implement a universal screening in coordination with the school-wide systems of social emotional support for early identification of students at risk.
  - Provide individual, group, and/or family counseling services based on referrals.
  - Case management, risk assessment, and referrals as well as documentation and data analysis.
  - Reports to the School Based Mental Health and Wellness Coordinator.
- School Based Mental Health and Wellness Coordinator
  - Provide coordination and oversight of school based mental health and wellness services.
  - Support Clinicians delivery of mental health services, coordination of prevention and intervention programs, professional development, as well as supervision.
  - Liaison between schools, districts, and community partners in regard to delivery monitoring, and reporting of data for the MHSSA Grant.

**Professional Development:** Will be coordinated to include training opportunities in alignment with the scope of work while leveraging resources of partners.

- Applied Suicide Intervention Skills Training (ASIST)
- Mental Health First Aid

- Nurturing Parenting
- Trauma Informed Practices
- Adverse Childhood Experiences
- Collaborative for Academic, Social, and Emotional Learning (CASEL)
  - Social and Emotional Learning Competencies
- Assessment and Prevention Curriculum Training ~
  - Child and Adolescent Needs and Strengths
  - Why Try?
  - Mind Up
  - Botvin Life Skills

**Programs & Services:**

- The grant will enhance and expand mental health services for children and youth on school campuses and to support agency linkages for ongoing support as appropriate. The scope of work includes direct service, prevention and intervention programs, professional development for school staff, community partners as well as parents. Strategies and evidence-based practices will be implemented to support reducing the stigma of mental health or seeking those services. A yearly Mental Health & Wellness Symposium will be held county wide. Services provided through the MHSSA grant are intended to prevent negative outcomes in the identified targeted populations and to support families within Tehama County. In addition to increase staffing, the grant will support the development on school campuses of Social Emotional Wellness Centers. All services and programs noted are subject to change based on developing needs. The information provided is a summary and a full description of the scope of work is available for review within the grant application.



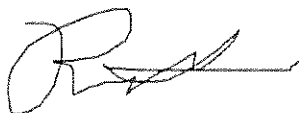
**E-Contract Review**  
**Approval as to Form**

Department Name: HSA/Mental Health

Vendor Name: Tehama County Department of Education.

Contract Description: Agreement for the purpose of Mental Health Student Services Act of 2019 grant collaboration administered through the County and meeting the Mental Health Services Oversight and Accountability Commission standards and regulations governing this grant.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'R. Stout', with a stylized flourish at the end.

Date: 11/25/2020

Office of the Tehama County Counsel  
Richard Stout, County Counsel