

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: School Based Mental Health Services for Tahoe Truckee Unified School District
CONTRACT NO. **HHS000481**
BEGINS: July 1, 2022
ENDS: June 30, 2024
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of July, 2022, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **Tahoe Truckee Unified School District**, hereinafter referred to as "TTUSD."

WHEREAS, TTUSD wishes to ensure that all students have access to intensive mental health counseling beyond what a traditional school counselor can provide, and

WHEREAS, TTUSD wishes to serve all students with mental health needs, beyond just those students who would typically be served by a County Mental Health program, and

WHEREAS, TTUSD wishes to make mental health services easily accessible to students, and

WHEREAS, COUNTY contracts with licensed or licensed-eligible mental health practitioners, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** COUNTY agrees to provide TTUSD with access to a licensed or licensed-eligible Mental Health Practitioner who also meets all of TTUSD's screening criteria for employees, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to TTUSD or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** TTUSD shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000.00)**. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **INVOICES:**
 - 4.1. COUNTY will provide a single invoice to TTUSD no later than June 30 each year. If a therapist is not in place for the entire school year, COUNTY will bill TTUSD for a prorated

portion of \$25,000 related to the portion of the school year for which therapy services will be provided. TTUSD will review, approve and pay all valid invoices within 30 days of receipt.

- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

Tahoe Truckee Unified School District
Attn: Jeff Santos
11063 Donner Pass Road
Truckee, CA 96161

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At TTUSD's discretion, TTUSD may make equipment or facilities available to COUNTY for COUNTY's use in furtherance of this Agreement only where a TTUSD Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of COUNTY'S personnel.
7. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2024. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
8. **TERMINATION:**
 - 8.1. TTUSD and COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to the other party. If TTUSD gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.
 - 8.2. In the event TTUSD terminates this Agreement, COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by COUNTY under this Agreement, TTUSD will 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 in the Payment section herein. COUNTY will furnish to TTUSD such financial and other information, which in the judgment of the TTUSD, is necessary to determine the reasonable value of the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which TTUSD may have in law or equity.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors of the TTUSD, and this Agreement creates no relationship of employer and employee as between TTUSD and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against TTUSD for any type of employment benefits or workers' compensation or other programs afforded to TTUSD employees. COUNTY shall be responsible for all applicable State

and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.

10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

11. **CONFIDENTIALITY of RECORDS and INFORMATION:**

11.1. COUNTY generally does not have access to records or confidential information for services provided in this agreement as such services are rendered by COUNTY's contractor. COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify TTUSD of any discovered instances of breaches of confidentiality, if known. COUNTY will ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information. COUNTY agrees to hold TTUSD harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

12. **CONFLICT OF INTEREST:** COUNTY certifies that it has no current business or financial relationship with any TTUSD employee or official, or other TTUSD contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. COUNTY attests 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 exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. COUNTY will establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. COUNTY certifies that no official or employee of the TTUSD, nor any business entity in which an official of the TTUSD has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, COUNTY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the TTUSD.

13. **CONTRACT ADMINISTRATOR:**

13.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

13.2. ADMINISTRATOR is responsible for monitoring the performance of the COUNTY in meeting the terms of this Agreement, for reviewing the quality of COUNTY services, notifying COUNTY of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

13.3. ADMINISTRATOR may be revised from time to time, at the discretion of the TTUSD. Any change in ADMINISTRATOR will be provided to COUNTY by written notice. At contract commencement, the ADMINISTRATOR will be:

Tahoe Truckee Unified School District
Attn: Jeff Santos
11063 Donner Pass Road
Truckee, CA 96161

14. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603
HHSContracts@placer.ca.gov

If to TTUSD: Tahoe Truckee Unified School District
Attn: Carmen Diaz Ghysels
11063 Donner Pass Road
Truckee, CA 96161
530.582.2500

Changes in contact person or address information shall be made by notice, in writing, to the other party.

15. **NONDISCRIMINATION:** During the performance of this Agreement, COUNTY will 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 unlawfully 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.
16. **ASSIGNMENT:** COUNTY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of TTUSD. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
17. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict TTUSD from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY will only provide those services as requested by TTUSD, and TTUSD may cancel any service request.
18. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
19. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of TTUSD and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
20. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
21. **CONTRACTOR NOT AGENT:** Except as TTUSD may specify in writing COUNTY shall have no authority, express or implied, to act on behalf of TTUSD in any capacity whatsoever as an agent. COUNTY shall have no authority, express or implied pursuant to this Agreement to bind TTUSD to any obligation whatsoever.
22. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall

have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT ("TTUSD")

Carmen D. Ghysels

Carmen D. Ghysels (Jul 8, 2022 17:23 PDT)

Carmen Diaz Ghysels
Superintendent Chief Learning Officer

Date: Jul 8, 2022

COUNTY OF PLACER ("COUNTY")

Robert L. Oldham

Robert L. Oldham (Jul 11, 2022 17:42 PDT)

Robert L. Oldham, Director,
Department of Health & Human Services

Date: Jul 11, 2022

Approved as to Form
Office of Placer County Counsel

Renju Jacob

Renju Jacob (Jul 11, 2022 16:55 PDT)

Date: Jul 11, 2022

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES

Tahoe Truckee Unified School District (TTUSD) requests delivery of appropriate mental health services to identified students on its campuses. TTUSD wishes to contract for the services of a Mental Health Practitioner (MHP) contracted through COUNTY to deliver needed services. This MHP is Uplift Family Services ("Uplift").

The MHP shall:

1. Supply a Licensed or license-eligible Mental Health Practitioner who also meets all screening criteria for TTUSD employees.
2. When school is in session, Uplift and their staff will:
 - Provide counseling to students identified by the school, but not necessarily at the school site. Students serviced by practitioner will be in need of therapeutic intervention, and in addition to serving those with Medi-Cal who meet medical necessity, this practitioner may also see those who do not appear to meet the medical necessity criteria as mandated by the California Medi-Cal regulations or do not have Medi-Cal.
 - Assist with getting students into counseling services by working with school staff and parents to facilitate the intake process.
 - Provide Group Facilitation to small groups of students as requested by the school.
 - Through an agreement with COUNTY, maintain required clinical, documents and records according to all Medi-Cal standards and as may be required by the COUNTY or the state of California.
 - To the extent permitted by law, consult with Teachers and administrators about assigned student's progress and behavior, as well as students and families who may benefit from services.
 - Mental Health Practitioner work will not be reflected in Individualized Education Programs (IEPs), but may attend in IEP meetings on clients served if it is deemed to benefit the student.
 - Provide collateral support to parents of identified students as deemed in support to the clinical treatment plan.
3. PERSONNEL: COUNTY and TTUSD agree that all services under this agreement are to be provided by Uplift.
4. Provide an annual report to TTUSD about services provided under this contract including demographic data, service delivery data and progress towards improved mental health outcomes as measured by a mutually agreeable method.

PAYMENT PROVISIONS

TTUSD shall pay COUNTY a sum no greater than \$25,000.00 each year for 2022-2023 and 2023-2024. COUNTY shall provide a single invoice to TTUSD no later than June 30 each year. Once a therapist is hired by Uplift Family Services to serve the Tahoe Truckee schools, COUNTY will bill TTUSD for a prorated portion of \$25,000 related to the portion of the school year for which therapy services will be provided. COUNTY will bill TTUSD for the costs of seeing any students not covered by Medi-Cal or eligible for Mental Health Services Act (MHSA) funded services. TTUSD will review, approve, and pay all valid invoices within 30 days of receipt.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

COUNTY agrees to indemnify and hold harmless TTUSD and TTUSD's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of COUNTY, its employees or agents.

TTUSD agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TTUSD, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services.

2. 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. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability and One Million Dollars (\$1,000,000) workers' compensation.

COUNTY will provide TTUSD with evidence of their self-insurance showing coverage for the term of the Agreement.

