

**AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
OFFICE OF EDUCATION FOR THE MENTAL HEALTH STUDENT
SERVICES ACT GRANT PROGRAM-BASED SPECIALTY MENTAL
HEALTH SERVICES FOR FISCAL YEAR 2021-26**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Lake County Office of Education, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

RECITALS

WHEREAS, the Lake County Behavioral Health Services Department provides mental health services to the residents of Lake County; and

WHEREAS, the Board of Supervisors of County has determined that its mental health program requires a program to provide specialized mental health services for the residents of Lake County; and

WHEREAS, County has in partnership with Contractor been awarded Mental Health Student Services Act (MHSSA) grant funding through the Mental Health Services Oversight and Accountability Commission (MHSOAC) and Contractor has appropriate staffing and facilities necessary to provide such specialized mental health services as identified in the grant proposal and desires to enter into this Agreement with County upon the provisions hereinafter set forth.

NOW, THEREFORE, based on the forgoing recitals, the parties hereto agree as follows:

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Lake County Office of Education shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
- 2. TERM.** **This Agreement shall commence on September 1, 2021, and shall terminate on August 30, 2026, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services**” attached hereto and incorporated herein. **Compensation to Contractor shall not exceed Two Million, One Hundred and Twelve Thousand and Two Hundred and Fifty Dollars (\$2,112,250.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

- 4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

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In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

6. NOTICES. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
Lake County Behavioral Health Services
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf, M.P.A.
Behavioral Health Services Director

Lake County Office of
Education
1152 S. Main St.
Lakeport, CA 95453
Attn: Brock Falkenberg
Superintendent

7. EXHIBITS. The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions
Exhibit D – Mental Health Student Services Act of 2019 (MHSSA)
Exhibit E – Grant Award Claim Form

8. TERMS AND CONDITIONS. Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A**, **Exhibit B**, and **Exhibit C**, titled, “**Compliance Provisions**,” attached hereto and incorporated herein, and **Exhibit D**, titled **Mental Health Student Services Act of 2019 (MHSSA) Grant Award Claim Form**, attached hereto and incorporated herein, in addition to all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements,

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related proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

LAKE COUNTY OFFICE OF
EDUCATION

Brock Falkenberg

Brock Falkenberg (Sep 15, 2021 07:18 PDT)

Chair

Board of Supervisors

Date: _____

Brock Falkenberg

Superintendent

Date: _____

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: _____

Date: _____

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9-10-21

ATTEST:

CAROL J. HUCHINGSON

Clerk to the Board of Supervisors

By: _____

Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES. Contractor agrees to comply with all applicable Medi-Cal laws, regulations, including 1915(b) Waiver and any Special Terms and Conditions.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 The Contractor shall maintain written policies and procedures on advance directive in compliance with the requirements of 42, Code of Federal Regulations (CFR), Section 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but not later than 90 days after the effective date of the change. For purposes of this contract, advance directives mean a written instruction, such as a living will or durable power of attorney for health care, recognized under State law, relating to the provision of health care when the individual is incapacitated as defined in 42 C.F.R 489.100.

1.3 Contractor will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.4 Contractor will assure that each client has adequate information about the Contractor’s problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor’s beneficiary booklet and providing the beneficiary booklet to beneficiaries. Contractor will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the Contractor at which clients may obtain specialty mental health services.

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1.5 Client's rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment services.

1.6 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs, or procedures, at any time in regard to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.8 Contractor is to make voter registration materials available in their offices/facilities and assist individuals in completing materials if requested.

1.9 Upon discovery of a reportable breach by Contractor, the Contractor must notify County within five (5) working days of the breach by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer and fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

1.10 Upon termination of the Agreement all Protected Health Information provided by Lake County Behavioral Health Services to Contractor or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1.11 Contractor shall comply with the provision of the County's Cultural Competency Plan by maintaining 100% compliance with National Culturally and Linguistically Appropriate Services (CLAS) standards. Contractor shall provide proof, no less than annually or upon County's request, evidence of compliance including but not limited to attendance and training agendas, or other such documentation which reasonably evidence compliance.

1.12 Contractor shall ensure that the logo for Lake County Behavioral Health Services (LCBHS) is included on flyers, handouts, and any advertising materials for any projects or events that LCBHS contributes to via funding from this Agreement.

2. REPORTING REQUIREMENTS. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

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2.1 Contractor shall submit grant progress reports as required by the MHSOAC per the terms of grant contract. County will provide the reporting formats and templates and provide technical assistance around reporting. County is responsible for submitting grant progress reports to the MHSOAC. Failure to provide reports in a timely fashion will constitute a material breach of the contract and grounds for termination as defined under **Exhibit C**, Section 8, titled “**Due Performance – Default.**”

2.2 At County’s request, within ninety (90) days after the close of the fiscal year, Contractor shall provide County with an annual Cost Report in the appropriate format for submission to the State of California, Department of Health Care Services for Medi-Cal reimbursement. This Cost Report will establish the final basis upon which Contractor will be paid for services provided during the term of this Agreement. If Contractor’s costs do not meet the contracted rate, Contractor will be required to pay back the difference to County.

3. RECORDS RETENTION.

3.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of ten (10) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

3.2 Clinical records of each client served at the Facility shall be the property of County and shall be kept at least ten (10) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years or ten (10) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until minor has reached age 25. All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients’ rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Administrator or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

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4. DESCRIPTION OF SERVICES.

4.1 Contractor shall implement a special program funded through the MHISOAC via the MHSSA grant to identify at-risk youth attending any K-12th grade public school in Lake County. Contractor will complete the following:

- Provide training to all educational staff, including teachers, on early identification of behavioral health needs/challenges and training on trauma-informed practices beginning the first year of grant funding. Contractor and County will work together to identify standardized screening tools and practices as well as appropriate trainings.
- Recruit and hire the following staff within the first three (3) months of implementation:
 - Licensed Clinical Social Workers OR Licensed Marriage and Family Therapists OR Licensed Professional Clinical Counselors OR Licensed Clinical Psychologists as defined by the Board of Behavioral Sciences. Duties will include reviewing early risk assessments, completing clinical assessments to determine treatment needs or other interventions, meet with individual teachers or other staff to discuss individual students as appropriate, provide supervision to Rehabilitation Specialists.
 - Four (4) Rehabilitation Specialists who will work directly with students in rehabilitation activities, conduct early risk assessments with teachers; meet with individual teachers or other staff to discuss individual students as appropriate; participate in LCOE project meetings as necessary and provide Case Management, Individual Rehabilitation, Group Rehabilitation, and Collateral.
- Educational staff will identify students in need of behavioral health services and will refer them to the clinical staff described above. Clinical staff will complete a comprehensive Assessment, to determine a diagnosis and will then develop a treatment plan.
- Work with LCBHS to move towards project sustainability including Medi-Cal site certification of participating schools in Lake County where clinical staff will be providing services and complete the site certification process by the end of year one (1) of grant funding. This includes establishing Medi-Cal billing processes.
- Clinical staff identified above will ensure that clients and their families are linked to appropriate community resources as part of Case Management services.
- Clinical staff will work with LCBHS to provide referrals for high acuity clients and collaborate with LCBHS staff to coordinate appropriate behavioral health care for high acuity clients.
- Rehabilitation Specialists will carry a caseload of no more than 25
- Frequency, duration, and focus of services will be identified by Licensed clinical staff.
- Maintain data of number of youths served, number of services provided, and maintain outcome data for youth served in this program to include number of disciplinary issues/actions, absences, and GPAs.

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4.1 County and Contractor shall mutually agree to build a system where Specialty Mental Health Services shall be provided throughout Lake County school districts, ultimately being self-sustaining. This will include abiding by Medi-Cal Specialty Mental Health Services regulations including site certifications, documentation standards, credentialing, accessibility, and other regulatory treatment standards. This contract and subsequent contracts shall be updated to reflect the progress towards the provision of Specialty Mental Health Services.

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

2.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

2.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County

2.3 DHCS, Centers for Medicare and Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the Comptroller General or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic systems of the contractor or subcontractor that pertain to any aspects of services and activities performed on Medi-Cal beneficiaries per 42 CFR 438.230(i).

2.4 Contractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to any Medi-Cal beneficiaries per 42 CFR 438.230(ii).

2.5 The right to audit will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later per 42 CFR 438.230(iii).

2.6 If DHCS, CMS, or HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS or the HHS Inspector General may inspect, evaluate, and audit the Contractor or subcontractor at any time per 42 CFR 438.230(iv). Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3. PAYMENT TERMS. County shall provide \$529,800 in funds, received from the Mental Health Student Services Act grant, for the first year in the 4-year grant.

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3.1 The first-year budget:

Clinical Graduate Level Therapist	80,000
Clinical Graduate Level Therapist	80,000
Rehabilitation Specialist	53,000
Rehabilitation Specialist	53,000
Rehabilitation Specialist	53,000
Rehabilitation Specialist	53,000
Subtotal – Personnel Services Salaries	372,000
Personnel Services Benefits	145,080
Total Personnel Services	517,080
Staff training & travel	11,520
Meeting Supplies	600
Travel vouchers for program participants	600
Total Other Costs	12,720
Total Program Costs (Personnel + Other)	529,800

3.2 The Grant Award Claim Form (Exhibit D) shall be submitted to LCBHS no later than the first week after each quarterly reporting period and is subject to review and approval by the Mental Health Services Oversight and Accountability Commission before payment will be released.

3.3 Payment will be made quarterly and the total amount of payments made in any grant year will not exceed the amount stated in the above chart.

4. INVOICES.

4.1 Contractor's invoices shall invoice County for the amount above upon the execution of this contract and reception of funding to the County from the MHSOAC.

4.2 Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountycal.gov.

4.3 Contractor will be obligated to reimburse County for any claims subsequently denied for payment by the State of California due to violations of applicable rules and regulations.

4.4 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for

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those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

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EXHIBIT C – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive, and confidential information related to Contractor's work under this Agreement.

2. NON-DISCRIMINATION. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. AGREEMENTS IN EXCESS OF \$100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

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- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees have any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this Agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars

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(\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

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

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

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9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

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14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

17. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

18. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

19. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.

21. **UNUSUAL OCCURRENCE REPORTING.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

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22. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

24. NON-APPROPRIATION. In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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EXHIBIT D – MENTAL HEALTH STUDENT SERVICES ACT

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 5. COMMUNITY MENTAL HEALTH SERVICES [5000 - 5961.5]

(Division 5 repealed and added by Stats. 1967, Ch. 1667.)

PART 4. THE CHILDREN'S MENTAL HEALTH SERVICES ACT [5850 - 5886]

(Part 4 repealed and added by Stats. 1992, Ch. 1229, Sec. 2.)

CHAPTER 3. Mental Health Student Services Act [5886- 5886.]

(Chapter 3 added by Stats. 2019, Ch. 51, Sec. 67.)

(a) The Mental Health Student Services Act is hereby established as a mental health partnership grant program for the purpose of establishing mental health partnerships between a county's mental health or behavioral health departments and school districts, charter schools, and the county office of education within the county.

(b) The Mental Health Services Oversight and Accountability Commission shall award grants to county mental health or behavioral health departments to fund partnerships between educational and county mental health entities. Subject to an appropriation for this purpose, commencing with the 2021–22 fiscal year, the commission shall award a grant under this section to a county mental health or behavioral health department or another lead agency, as identified by the partnership within each county that meets the requirements of this section.

(1) County, city, or multicounty mental health or behavioral health departments, or a consortium of those entities, including multicounty partnerships, may, in partnership with one or more school districts and at least one of the following educational entities located within the county, apply for a grant to fund activities of the partnership:

(A) The county office of education.

(B) A charter school.

(2) An educational entity may be designated as the lead agency at the request of the county, city, or multicounty department, or consortium, and authorized to submit the application. The county, city, or multicounty department, or consortium, shall be the grantee and receive any grant funds awarded pursuant to this section even if an educational entity is designated as the lead agency and submits the application pursuant to this paragraph.

(c) The commission shall establish criteria for awarding funds under the grant program, including the allocation of grant funds pursuant to this section, and shall require that applicants comply with, at a minimum, all of the following requirements:

(1) That all school districts, charter schools, and the county office of education have been invited to participate in the partnership, to the extent possible.

(2) That applicants include with their application a plan developed and approved in collaboration with participating educational entity partners and that include a

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letter of intent, a memorandum of understanding, or other evidence of support or approval by the governing boards of all partners.

(3) That plans address all of the following goals:

- (A) Preventing mental illnesses from becoming severe and disabling.
- (B) Improving timely access to services for underserved populations.
- (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
- (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.
- (E) Reducing discrimination against people with mental illness.
- (F) Preventing negative outcomes in the targeted population, including, but not limited to:
 - (i) Suicide and attempted suicide.
 - (ii) Incarceration.
 - (iii) School failure or dropout.
 - (iv) Unemployment.
 - (v) Prolonged suffering.
 - (vi) Homelessness.
 - (vii) Removal of children from their homes.
 - (viii) Involuntary mental health detentions.

(4) That the plan includes a description of the following:

- (A) The need for mental health services for children and youth, including campus-based mental health services, as well as potential gaps in local service connections.
- (B) The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support.
- (C) How the funds will be used to facilitate linkage and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes.
- (D) How the partnership will collaborate with preschool and childcare providers, or other early childhood service organizations, to ensure the mental health needs of children are met before and after they transition to a school setting.
- (E) The partnership's ability to do all of the following:
 - (i) Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible.
 - (ii) Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth's parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable.

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(iii) Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer.

(iv) Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort.

(v) Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage.

(vi) Continue to provide services and activities under this program after grant funding has been expended.

(d) Grants awarded pursuant to this section shall be used to provide support services that include, at a minimum, all of the following:

(1) Services provided on school campuses, to the extent practicable.

(2) Suicide prevention services.

(3) Drop-out prevention services.

(4) Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school.

(5) Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services.

(e) Funding may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the commission.

(f) The commission shall determine the amount of grants and shall take into consideration the level of need and the number of schoolage youth in participating educational entities when determining grant amounts. In determining the distribution of funds appropriated in the 2021–22 fiscal year, the commission shall take into consideration any previous funding the grantee received under this section.

(g) The commission may establish incentives to provide matching funds by awarding additional grant funds to partnerships that do so.

(h) If the commission is unable to provide a grant to a partnership in a county because of a lack of applicants or because no applicants met the minimum requirements within the timeframes established by the commission, the commission may redistribute those funds to other eligible grantees.

(i) Partnerships currently receiving grants from the Investment in Mental Health Wellness Act of 2013 (Part 3.8 (commencing with Section 5848.5)) are eligible to

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receive a grant under this section for the expansion of services funded by that grant or for the inclusion of additional educational entity partners within the mental health partnership.

(j) Grants awarded pursuant to this section may be used to supplement, but not supplant, existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.

(k) (1) The commission shall develop metrics and a system to measure and publicly report on the performance outcomes of services provided using the grants.

(2) (A) The commission shall provide a status report to the fiscal and policy committees of the Legislature on the progress of implementation of this section no later than March 1, 2022, and provide an updated report no later than March 1, 2024. The reports shall address, at a minimum, all of the following:

(i) Successful strategies.

(ii) Identified needs for additional services.

(iii) Lessons learned.

(iv) Numbers of, and demographic information for, the schoolage children and youth served.

(v) Available data on outcomes, including, but not limited to, linkages to ongoing services and success in meeting the goals identified in paragraph (3) of subdivision (c).

(B) The reports to be submitted pursuant to this paragraph shall be submitted in compliance with Section 9795 of the Government Code.

(l) This section does not require the use of funds allocated for the purpose of satisfying the minimum funding obligation under Section 8 of Article XVI of the California Constitution for the partnerships established by this section.

(m) The commission may enter into exclusive or nonexclusive contracts, or amend existing contracts, on a bid or negotiated basis in order to implement this section. Contracts entered into or amended pursuant to this subdivision are exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code, Section 19130 of the Government Code, and Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and shall be exempt from the review or approval of any division of the Department of General Services.

(n) This section shall be implemented only to the extent moneys are appropriated in the annual Budget Act or another statute for purposes of this section.

(Amended by Stats. 2021, Ch. 143, Sec. 354. (AB 133) Effective July 27, 2021.)