

**Napa Valley Education Foundation**  
**2425 Jefferson Street, #103, Napa CA 94558**  
**CONTRACT**

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA VALLEY EDUCATION FOUNDATION** hereinafter "NVEF" and:

**Napa Valley Unified School District**  
Street: **2425 Jefferson Street** City: Napa State: CA Zip: 94558  
Telephone #: 707-253-3444

Upon approval of both parties, this Contract replaces the previous Contract for the *Napa County Health & Human Services Agency's MHS Innovation Project* (dated April 15, 2018).

**1. TERM**

**Napa Valley Unified School District (NVUSD)** shall commence work upon funding of the *Napa County Health & Human Services Agency's MHS Innovation Project* anticipated start date of July 1, 2019, and end on June 30, 2020.

**2. SCOPE OF SERVICES**

**NVUSD** is specially trained, experienced and competent and agrees to provide the special services required on a limited basis to **NVEF**. **NVUSD** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** (Attachment A) section of this Agreement. **The scope of services may change as staffing and resources allow or demands dictate with written notice.**

**NVUSD** understands and agrees that **NVUSD** and all of its employees and subcontractors are not employees of the **NVEF** and are not entitled to benefits of any kind or nature normally provided employees of the **NVEF** and/or to which **NVEF** employees are normally entitled. **NVUSD** shall be responsible to pay, according to law, all payments for income taxes, workers compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NVEF** on behalf of **NVUSD** or its employees or subcontractors. **NVUSD** is responsible for maintaining appropriate tax related records. **NVUSD** shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

**3. COMPENSATION**

a) **NVEF** shall **pay up to \$79,340 for a School Social Worker in American Canyon**, provided under this Agreement as outlined in Attachment A.

b) **NVUSD** will work directly with the grant program's independent evaluator to develop and comply with the deliverables of the grant project. Program data will be provided to **NVEF** in advance of quarterly due dates described in Attachment A, including but not limited to: service logs, client demographics, documentation to support cost reports including copies of receipts, time sheets, mileage forms and travel and training forms.

c) **NVUSD** will maintain records of the dates that the services were provided and the type of services that were provided and the amount of time spent on each type of service provided. **NVUSD** will provide a monthly invoice to **NVEF** following the reimbursement guidelines described by the funder in Attachment A.

**4. PERFORMANCE**

In the performance of the work herein contemplated, **NVUSD** is an independent organization, with the authority to control and direct the performance of the details of their employees work, **NVEF** being interested only in the quality of the services and the results obtained.

**NVUSD** shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NVEF** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **NVUSD** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

5. **INDEMNIFICATION**

NVUSD agrees to hold harmless, indemnify and defend NVEF and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. NVUSD also agrees to hold harmless, indemnify and defend NVEF and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, NVUSD, or subcontractors furnishing work, services or materials to NVUSD in connection with the performance of this Agreement.

NVEF shall hold harmless and indemnify NVUSD and its officers and employees, from all damages of every nature and description caused by sole negligence or willful misconduct by NVEF related to its performance under this Agreement.

6. **INSURANCE**

During the term of this contract and any extension or modification thereof, NVUSD shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$1,000,000 for individual, small business or non profit, \$2,000,000 for large business such as LEA, University or College combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, NVUSD shall provide NVEF with a certificate of insurance and an endorsement page naming Napa Valley Education Foundation, its Board of Trustees, officers, employees and volunteers as additionally insured. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to NVEF.

7. **TERMINATION OF CONTRACT**

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. Funding for this project is provided through the California Mental Health Services Act (MHSA) which is appropriated by the Congress and the State Legislature. This contract may be deemed automatically terminated or may be modified or amended if the Congress and/or State Legislature do not appropriate sufficient funds needed for the program. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this contract.

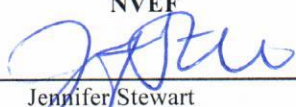
8. **WORK TO BE PERFORMED**

Services to be rendered to NVEF by NVUSD as described in Attachment A."

NVUSD

Dr. Rosanna Mucetti  
Superintendent, NVUSD

NVEF

  
Jennifer Stewart  
Executive Director, NVEF

Date

Date

6/6/19



## **ATTACHMENT A:**

### **DESCRIPTION OF SERVICES**

CONTRACTOR will pilot the Understanding the Mental Health Needs of the American Canyon Filipino Community Innovation Project in three phases. Evaluation of this pilot will take place throughout the 18-month project.

#### **Phase One: Community Survey and Kickoff Event (March 2018-December 2018)**

#### **Phase Two: Understanding the Intergenerational Needs (January 2019-December 2019)**

This phase is intended to (1) increase empathy and understanding about the wellness needs of Filipino students and parents and (2) increase the willingness of Filipino students and parents to use mental health supports.

#### **Phase Three: Sharing Learning and Recommendations (January 2020-June 2020)**

**Throughout Project:** An external evaluator and project staff shall work together to comply with the agreed upon evaluation plan.

### **SERVICE DEFINITIONS**

#### **I. Community Survey and Kickoff Event**

CONTRACTOR shall start phase one with a community survey in order to identify ways to engage the Filipino community, students and families around the topics of success and wellness. Questions will ask respondents about preferred events and topics.

CONTRACTOR shall invite students and families who participated in the planning for this project will assist in distributing the survey and encouraging participation.

CONTRACTOR shall work with Filipino youth at American Canyon High School to plan the event. The topic and format of the event will be determined by the community survey. Attendees shall be invited to participate in phase two of the project.

#### **II. Understanding the Intergenerational Needs**

CONTRACTOR shall plan and organize at least three intergenerational activities and conversations. The activities will build on the ideas from the sign up forms for Phase Two and areas that were successful at the event.

CONTRACTOR shall include the following areas during the conversations:

- Definitions of success and wellness
- Ideas about how to recognize someone who is struggling with success and wellness
- Ideas about how to support someone struggling with success and wellness
- Discussion about how to share the ideas with others.

#### **III. Share Learning and Recommendations**

CONTRACTOR shall support project participants in preparing a summary of their learning and recommendations. The learning and recommendations will address changes in screenings and supports for Filipino youth and their families.

CONTRACTOR and participants shall share a summary of the learning and recommendations will be shared with district staff and mental health providers.

CONTRACTOR shall create a video and website content to be posted on the district's Wellness Program website ([www.nvusdwellness.org](http://www.nvusdwellness.org)) with resources and information for faculty and families.

#### **IV. Evaluation**

CONTRACTOR shall be required to comply with the developed evaluation plan and to provide the data necessary to evaluate the effectiveness of the innovation project.

CONTRACTOR shall work with the evaluation specialist on the following questions:

Does an intergenerational approach to mental health support change -

- Intergenerational empathy and understanding about wellness needs of parents and students?
- Willingness of Filipino youth and families to use supports to promote and maintain wellness?

#### **Program Service Tracking and Documentation Requirements**

CONTRACTOR shall comply with external evaluator and collect data that is in accordance with the evaluation plan. Staff shall meet with the evaluator on a regular basis to ensure quality of project evaluation.

<b>Reporting Period</b>	<b>Report due date</b>
July-September	October 30 <sup>th</sup>
October-December	January 30 <sup>th</sup>
January-March	April 30 <sup>th</sup>
April-June	July 30 <sup>th</sup> (shall include a final evaluation report and findings from policy scan)

Any collected private health information or personal information shall be maintained in accordance with all applicable laws pertaining to confidential health information, if applicable.

#### **CONTRACT MONITORING**

- CONTRACTOR must comply with state Mental Health Service Act (MHSA) Innovation Regulations and is responsible for maintaining all documentation required for monitoring including but not limited to:
  - Service Logs



- Client Demographics (see attachment for details on required demographic data)
  - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
  - Other documentation as needed
- CONTRACTOR shall perform internal quality management activities, including chart/log audits.
- Audit visits may require the review of the following documents: records which delineate outreach, services, trainings, etc provided to specific groups, providers or organizations and the date of the outreach, services, training, etc. including documentation of educational training curriculum, and documentation of staff hours in providing the outreach, services, trainings, etc. The visit may also include a review of the documentation of CONTRACTOR'S internal quality management activities with a focus on key quality factors (such as the appropriateness of the educational training curriculum) and key risk factors (such as the adherence to Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funding standards) as well as risks for the individual with mental illness.
- CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.