

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

1. TERM

Napa Valley Unified School District (NVUSD) shall commence work upon funding of the *Napa County Health & Human Services Agency's PEI 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 \$143,808 for School Social Workers 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:

CONTRACTOR will align the scope of work for PEI funding to the Napa Valley Education Foundation's Agreement for Services from the County of Napa.

DESCRIPTION OF SERVICES

I. Implementation of the Student Assistance Program

CONTRACTOR shall work with appropriate staff to support the implementation of the Student Assistance program using the nine (9) core components of a SAP program as a guideline. The SAP will be composed of a Core Team who shall manage referrals and provide case management as needed. The Core Team will also be responsible for developing or researching an appropriate screening tool to screen for mental health needs, in addition to the current screening processes. The Core Team members can include, but should not be limited to, administrators, school psychologists, school counselors, school social workers, school nurses, and the Student Assistance Program Coordinator. Parents and teachers may also participate on the team as deemed necessary and appropriate.

- Establish the Core Team to develop appropriate referral and screening methods to refer students and/or their families to appropriate services, including services provided by community-based organizations.
- Screen and connect students to school-based programs and coordinate on-site services and link students to external services, activities and support as needed.
- Provide consultation and resources to adults (teachers, staff, and administrators) in order to help youth and their families by offering trainings, professional development and workshops including various forms of assistance to parents.
- Offer prevention services to all students enrolled in American Canyon Schools.
- Offer parent engagement opportunities throughout the year.
- Prioritize organizational practices needing attention and implement strategies to modify community organizational practices as part of this project component.
- Provide a written summary of findings and include it with the final evaluation report at the end of each fiscal year, and four times per year for interim reports. Data will include:
 - Rate of improved school wide attendance
 - Rate of reduced school wide disciplinary incidents
 - Rate of improved school wide academic achievement
 - Rate of improved behavior (peer preferred & teacher preferred)
- Participate in the Mental Health Division's PEI Evaluation process to ensure local programming is defined as evidence-based/community best-practice and comprehensive, with measurable outcomes and develop a shared evaluation framework and aligned with the current PEI regulations.

CONTRACT MONITORING

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

- o Client Demographics (see attachment for details on required demographic data)
 - o Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - o 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 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 any incidents of incorrect billing for services.
 - Funding is passed from state to county, and from county to NVEF. This subcontract to CONTRACTOR is awarded as a result of an approved and funded NVEF contract with the County of Napa. If the amount or time frame for funding changes, NVEF will notify CONTRACTOR as soon as official notice has been received and will work with CONTRACTOR to amend this agreement to reflect changes.