

PROFESSIONAL SERVICES AGREEMENT

Summitview Child & Family Services, Inc.	Gold Oak Union School District		
Contractor	Department		
School Wellness Center Services			
Description	Division		
July 1, 2022 – June 30, 2023			
Agreement Term	Program/Unit		
	\$51,000		
Agreement Number	Amount	Org. Key	Object Code

THIS AGREEMENT is made and entered into by and between Gold Oak Union School District (hereinafter referred to as “District”), and Summitview Child & Family Services, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, District, is responsible for providing mental health services for Gold Oak Union School District Residents; and

WHEREAS, Contractor and the Gold Oak Union School District have formed an emerging partnership to address the mental health needs of students and their families using school wellness “centers” and has been awarded Expanded Learning Opportunities (ELO) grant funding; and

WHEREAS, District is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, District is authorized by Government Code § 31000 to enter into Agreements with persons specially trained, experienced, expert and competent to perform special services; and

WHEREAS, Contractor has represented to District that it has the necessary training, experience, expertise, and competency to provide the services for the afore mentioned wellness “centers” and required materials, if any, that are described in this Agreement, and that it will do so in a manner consistent with District’s goals; and

WHEREAS, in the judgment of the District, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, District and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

1.1. Contractor’s Specified Services: Contractor shall perform the services described in Exhibit A: Scope of Work attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Scope of Work. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the District’s benefit shall prevail.

1.2. Cooperation with District: Contractor shall cooperate with District and District staff in the performance of all work under this Agreement.

1.3. Performance Standard: Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by District shall not operate

as a waiver or release. If District determines that any of Contractor's work is not in accord with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel:

- 1.4.1. Contractor shall assign only competent personnel to perform the work under this Agreement. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from District.
- 1.4.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- 1.4.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. COMPENSATION AND PAYMENT

2.1 Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated for their actual and indirect costs as detailed in Exhibit B: Budget, however, the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed Fifty-One Thousand dollars (\$51,000).

2.2 Expense Reimbursement: Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1 above.

No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

Costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.3 Overpayment: If District overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to District or at District's option, permit District to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

3.1 Term: The term of this Agreement shall be from July 1, 2022 – June 30, 2023 unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 28: Amendment.

4. BILLING AND PAYMENT

4.1. Billing: Not more frequently than monthly, Contractor shall submit invoices to District, no later than the tenth (10th) of the month for the preceding month. Contractor shall submit to District a written invoice. The documentation of and invoice for mental health services shall meet the

requirements and specifications required by law, outlined in this agreement, and any exhibits or attachments hereto.

- 4.2. Contractor shall submit all invoices to the following address:

Gold Oak Union School District
Attention: Shannon Daniel
3171 Pleasant Valley Rd.
Placerville, Ca 95667

- 4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within forty-five (45) days of receipt of Contractor's invoices provided Contractor submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the District. Payment to Contractor shall be withheld should Contractor fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

- 5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

District: Shannon Daniel
CBO

Contractor: Corinne Morrison
CFO

- 5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of District and Contractor at their respective address as follows:

Contractor: Summitview Child & Family Services, Inc.
Attention: Corinne Morrison
670 Placerville Drive
Placerville, CA 95667
(530) 644-2412

District: Gold Oak Union School District
Attention: Shannon Daniel
3171 Pleasant Valley Rd.
Placerville, Ca 95667
(530) 626-3150

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- 5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The services and compensation received by District and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the parties arising from this Agreement may be terminated. District agrees to inform Contractor no later than ten (10) calendar days after receiving

Summitview Child & Family Services, Inc. Wellness Center Agreement

notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to District within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

- 7.1.** At any time, without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) calendar days' notice to Contractor. Effective on the date of termination, District shall have no further liability to Contractor other than for payment of actual costs incurred for services provided under this Agreement prior to the date of termination and not previously paid by District. Payment shall be limited to actual, reasonable, and verifiable costs incurred by Contractor in the performance of services prior to the termination date.
- 7.2.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision and the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

8. INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend and indemnify, hold harmless, and release District, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or related to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to District, including defense costs, and shall not be limited by any insurance limits.

9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Proof of insurance coverage shall be provided prior to the internal District processing of this agreement. Coverage shall be at least as broad as:

- 9.1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 9.2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 9.3. Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Contractor provides written verification it has no employees.)**
- 9.4. Professional Liability:** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

- 9.5. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- 9.6. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 9.6.1. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 9.6.2. **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 9.6.3. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.
- 9.6.4. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- 9.6.5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
- 9.6.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- 9.6.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
- 9.6.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 9.6.7.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 9.6.7.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 9.6.8. **Verification of Coverage:** Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.6.9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

9.6.10. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. RIGHT TO AUDIT, INSPECT AND COPY RECORDS

Contractor agrees to permit District and any authorized State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to District. Failure to provide the documents requested by District within the requested time frame indicated may result in District withholding payments due under this Agreement.

11. CONFIDENTIALITY

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual. Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. ETHICS AND STANDARDS OF CONDUCT

Contractor agrees to adhere to ethical standards. These standards shall include compliance with state and federal regulations for safeguarding client information. Contractor agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Contractor in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Contractor must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with intent of securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. District, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with intent of securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the District makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by District in providing such gratuities to any such officer or employee.

13. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency or those persons providing services to work effectively in cross-cultural situations. Contractor shall use professional skills, behaviors, attitudes and policies in his/her services that ensure his/her services, or those utilizing his/her services, shall work effectively in a cross cultural environment.

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

14. SERVICE QUALITY AND IMPROVEMENT

Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession. Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services.

15. NOTIFICATION TO DISTRICT

Contractor shall notify District of all unusual or actual incidents (suspected abuse, injuries, deaths, etc.) affecting District clients within twenty-four hours (24) of occurrence and provide District with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve the complaint.

16. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and District laws and regulations and any administrative directives established by the District Board of Supervisors or the District Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

17. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

18. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, District of Calaveras and all other appropriate governmental agencies to provide agreed upon services. 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 District. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

19. CONFLICT OF INTEREST

19.1. Applicable Law: Contractor shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

19.2. Covenant: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in

the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

- 19.3. Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform District and provide all information needed for resolution of the question.

20. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

21. STATUS OF CONTRACTOR

- 21.1. Independent Contractor:** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the District and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the District. Contractor hereby indemnifies and holds the District harmless from any and all claims that may be made against the District based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- 21.2. No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the District in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the District to any obligation whatsoever.
- 21.3. Taxes:** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

22. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the District. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the District for all work undertaken by subcontractor(s).

23. ADDITIONAL PROVISIONS

- 23.1. No Waiver:** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the District choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often District may choose to excuse a failure to perform them.
- 23.2. No Third Party Beneficiaries:** Except where specifically stated otherwise in this Agreement, the promises in this document benefit the District and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

24. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and District statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party’s right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon District unless agreed in writing by District and counsel for District.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras District, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

25. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the District is relying on this representation in entering into this Agreement.

27. EXHIBITS

Each Exhibit referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

28. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the District and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS THEREOF the parties hereto execute this Agreement this

_____ day of _____, 2022.

Gold Oak Union School District

Summitview Child & Family Services, Inc.

By _____

By _____

Name: Shannon Daniel, CBO

Name: Corinne Morrison, EVP & CFO

Approved as to Legal Form:

Attest:

By _____

By _____

EXHIBIT A: SCOPE OF WORK

Summitview Child & Family Services, Inc.	Gold Oak Union School District		
Contractor	Department		
School Wellness Center Services			
Description	Division		
July 1, 2022 – June 30, 2023			
Agreement Term	Program/Unit		
	\$51,000		
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Contractor to provide and administer on-campus mental wellness “center” services (“Services”) at all elementary and middle schools in Gold Oak Union School District, in accordance with the Expanded Learning Opportunities (ELO) grant.

Working in concert with school counselors and administrators, Contractor will establish a regular presence at elementary and middle schools for training and relationship-building and be deployed around the District for special events and circumstances. The Services include but are not limited to providing trainings for staff, students and families in coping and resiliency skills; targeted interventions and referrals for mental health services for students experiencing trauma or other mental health stresses; and specific treatment for students exhibiting higher level symptoms. Services shall be available to every student, regardless of insurance or income eligibility. The afore mentioned Services will provide students with safe and supportive experiences and promote mental and emotional health, school engagement, and positive connections with peers, teachers, and families.

In the wellness center there will be two people (one therapist and one advocate). The two folks will rotate between the two school sites – two people, two days each week. The advocate role will run groups and also provide all linkages. The clinician will get all the consents and provide the clinical services.

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EXHIBIT B: BUDGET

Summitview Child & Family Services, Inc.	Gold Oak Union School District		
Contractor	Department		
School Wellness Center Services	Division		
Description	Division		
July 1, 2022 – June 30, 2023	Program/Unit		
Agreement Term	Program/Unit		
Agreement Number	\$51,000	Amount	Org. Key
			Object Code

Daily Rate = \$555

Billable Days = 92 (billable days are calculated assuming that the Wellness Centers are running for the entire agreement term less holidays (or 46 weeks) 2 days a week)

Total Contract Amount = \$51,000

In the wellness center there will be two people (one therapist and one advocate). The two folks will rotate between the two school sites – two people, two days each week. The advocate role will run groups and also provide all linkages. The clinician will get all the consents and provide the clinical services.

[Remainder of page intentionally left blank.]

**EXHIBIT C: VENDOR ASSURANCE OF COMPLIANCE
WITH NONDISCRIMINATION IN STATE AND
FEDERALLY ASSISTED PROGRAMS**

Summitview Child & Family Services, Inc. Contractor	Gold Oak Union School District Department		
School Wellness Center Services Description	Division		
July 1, 2022 – June 30, 2023 Agreement Term	Program/Unit		
Agreement Number	Amount \$51,000	Org. Key	Object Code

CONTRACTOR HEREBY AGREES that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977; as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (1), and; California Government Code section 4450; Title 22, California Code of Regulations section 98000 — 98413; Title 24 of the California Code of Regulations, Section 3105A(e) the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8) Section 1808 of the Removal of Barriers to interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42j, by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the vendor/recipient hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required – to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Contractor: By: _____

Contract Administrator: By: _____
Summitview Child & Family Services, Inc. Wellness Center Agreement