

**AGREEMENT BETWEEN THE MODOC COUNTY MENTAL HEALTH DIVISION
OF MODOC COUNTY HEALTH SERVICES
AND
SUNRAYS OF HOPE, INC.**

THIS Agreement is entered into this first day of **July, 2020** by and between COUNTY of MODOC, Mental Health Services, a political subdivision of the State of California (hereinafter "COUNTY") and Sunrays of Hope, Inc. (SOH), a private, non-profit corporation in Alturas, California, (hereinafter "CONTRACTOR").

WHEREAS COUNTY is in need of mental health consumer and family members to support existing programs and to facilitate and promote consumer wellness and recovery;

WHEREAS the Mental Health Services Act ("MHSA") requires mental health consumer and family member involvement in the development and implementation of programs that support and promote wellness and recovery;

WHEREAS the COUNTY'S contract with the State Department of Mental Health requires consumer and family member participation in key aspects of the local mental health program; and

WHEREAS CONTRACTOR is an organization comprised of consumers and family members and, as such, desires to provide services in partnership with the County.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY AND CONTRACTOR agree as follows:

CONTRACTOR'S RESPONSIBILITIES:

- 1. Facilities, Equipment, and Other Materials:** Beyond specified start-up expenses and equipment supplied or funded in this contract, CONTRACTOR shall provide, at its sole cost and expense, office and/or meeting space, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
- 2. Consumer Peer Support Services:** CONTRACTOR shall develop and implement a peer-support program consisting of outreach and engagement, training, support, recovery techniques, self-management skills and strategies in order to manage symptoms, promote resiliency, recovery and hope. Staff to be provided in an Alturas location. This includes staff time to accomplish and develop programming, travel, printing, supplies and required reporting to County for MHSA reporting. Services to include:
 - a.** Operate a Wellness/Drop-in center adapted from the Wellness/Clubhouse Model
 - b.** Implement Buddy system Services and/or "Warm-Line" Services

- c. Referral Services
- d. Relapse Prevention Planning, Education and Training Activities
- e. Innovation II

3. Health and Wellness Resource Library: CONTRACTOR will provide volunteer staff and supplies to maintain a Health and Wellness Resource Library which will consist of movies, books, brochures, and other informational/educational materials for mental health and alcohol and other drug consumers, families, staff, and the community. Under the direction of the mental health director, stock and replenish informing materials (brochures, pamphlets, postings) at the drop-in center and provider sites. Does not include materials cost.

4. Consumer/Family Member Mental Health Services Act (MHSA) Trainings/Meetings: Facilitate consumer/family member representation at educational, training and stakeholder events related to implementation of MHSA. This includes allocation and management of travel expenses for consumer/family member travel.

5. Provider Education: As deemed necessary by the Mental Health and Alcohol and Other Drug Directors provide the following education and training for COUNTY Mental Health and Alcohol and Drug Staff:

- a. Consumer Culture Training
- b. Recovery/Wellness Training
- c. Cultural Competency Training

6. General Community Behavioral Health Education: As requested, provide staff for the development and implementation of community training forums and seminars; and education to reduce stigma and promote the concepts of wellness, resiliency and recovery.

7. Quality improvement Program Supports: Contractor shall provide the following Quality Improvement Program supports:

- a. Consumer Outcomes Surveys: CONTRACTOR will provide assistance with data collection for semi-annual consumer outcome survey.
- b. Quality Improvement Committee: CONTRACTOR will provide assistance/recommendations for Committee members for participation in quality improvement meetings and processes as necessary and/or assistance in recruiting potential Mental Health Advisory Board Members. Participation will include up to two (2) Consumers and/or family members.

COUNTY'S RESPONSIBILITIES:

COUNTY shall:

- a. Provide program consultation and technical assistance to CONTRACTOR.
- b. Monitor and evaluate CONTRACTOR'S performance, expenditures and service levels for compliance with the terms of this Agreement.

- c. Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

MUTUAL RESPONSIBILITIES:

NON-DISCRIMINATION:

In the performance of the work authorized under the terms of this Agreement, Contractor shall not employ unlawful discriminatory practices in the admission of clients, assignment of services, employment of personnel, or any other respect on the basis of race, color, religion, national origin, sex, age (over 40), ancestry or physical or mental handicap.

REPORTING:

CONTRACTOR agrees to provide County with any reports, which may be required by the state regarding the services provided and expenditures of these MHSA funds.

PATIENT RECORDS/CONFIDENTIALITY:

Records of each consumer served shall be considered confidential records. Both parties agree to maintain the confidentiality of records and information in accordance with all applicable State and Federal laws, regulations, guidelines, and directives relating to confidentiality.

PAYMENT FOR SERVICES:

CONTRACTOR shall bill county quarterly for the services and any other approved expenditures. COUNTY shall disburse payment for services in advance of each quarter upon receipt of invoice from CONTRACTOR. Total reimbursement by COUNTY payable under the conditions and terms of this Agreement, as outlined in Attachment A, attached hereto and hereby incorporated herein, shall not exceed **\$138,000**. Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

INDEMNIFICATION:

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, COUNTY'S agents, officers and employees against and from any and all claims, lawsuits, actions, liabilities, damages, losses, expenses and costs (including but not limited to attorney's fees), brought for or on account of, injuries to or death of any person or persons, including employees of CONTRACTOR or injuries to or destruction of property, including the loss of use thereof, arising out of, or alleged to arise out of, or resulting from the performance of the work described herein, provided that any such claims, lawsuits, actions, liabilities, damages, losses, expenses, or costs are

caused in whole or in part by any negligent or intentional act or omission of CONTRACTOR, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

INSURANCE:

CONTRACTOR shall obtain all insurance required herein. Certificates of Insurance evidencing the issuance of such insurance shall be submitted to and approved by COUNTY prior to the execution of this Agreement by COUNTY.

CONTRACTOR shall provide and maintain in full force during the entire term of this agreement comprehensive general liability and property damage insurance in the amount of no less than five hundred thousand dollars (\$1 million dollars) per person per incident. CONTRACTOR further agrees to file a Certificate of Insurance with the Modoc County Executive Officer/Risk Management. Said certificate shall name the County of Modoc, its officer, agents and/or employees as additional insured and will provide ten (10) days prior written notice by the insurance company to the County of cancellation, intent not to renew, or material change in coverage. CONTRACTOR shall provide and maintain in full force and effect during the entire term of this agreement a Worker's Compensation insurance and employees liability insurance policy as required by law.

- Worker's Compensation Insurance. CONTRACTOR shall procure and shall maintain during the life of the Agreement, Worker's Compensation Insurance for all of Contractor's employees to be engaged in work.
- Public Liability and Property Damage Insurance. CONTRACTOR shall procure, maintain and provide, during the term of this Agreement, Public Liability Insurance.
- CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:
 - a. Combined single limit bodily injury liability and property damage liability – One Million Dollars (\$1,000,000) each occurrence.
 - b. Vehicle/Bodily Injury combined single limit vehicle bodily injury and property damage liability – Five Hundred Thousand Dollars (\$500,000) each occurrence. (Clause is void if CONTRACTOR shall not be required to transport individuals or travel while performing services as outlined in this agreement. Existing vehicle liability shall be submitted in lieu of the above for COUNTY reports.)

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.

TERM:

This agreement shall commence **July 1, 2020 and terminate June 30, 2021.**

TERMINATION:

This agreement may be terminated prior to the automatic termination date set forth above as follows:

- By mutual written consent of the parties;
- By either party, sixty days after prior written notice to the other party; and,
- By material breach of the agreement by either party not cured after thirty days written notice.

MODIFICATIONS:

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 agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY.

SUBCONTRACTING AND ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

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.

SEVERABILITY:

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

NOTICES:

All certificates, endorsements, cancellations and other notices shall be delivered by United States mail, postage prepaid, return receipt requested and forwarded to the following addresses:

County:
 Stacy Sphar Director of
 Modoc County Health Services
 441 North Main Street
 Alturas, CA 96101

Contractor:
 Sunrays of Hope, Inc.
 1130 E. North Street
 Alturas, CA 96101

Copies to:
 Margaret Long, Modoc County Counsel
 2240 Court Street

Redding, CA 96001

ADDITIONAL PROVISIONS:

This agreement is governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this agreement.

SIGNATURES:

In witness whereof, the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this agreement duly authorized by all necessary and appropriate corporate action to execute this agreement.

County of Modoc, a political Subdivision of the State of California

Chair, Board of Supervisors

Date

Attest:

Tiffany Martinez, Clerk, Board of Supervisors

Date

Approved as to form:

Margaret Long, Modoc County Counsel

Date

County of Modoc:

Stacy Sphar, DNP, Director
Modoc County Behavioral Health Services

Date

Contractor:

MCBH Liaison, Sunrays of Hope, Inc.
Sunrays of Hope, Inc. Agreement FY 20/21

Date

Treasurer of the Board, Sunrays of Hope, Inc.

Date

ATTACHMENT A

PAYMENT

A.1 COUNTY shall pay CONTRACTOR as follows:

A.1.1 The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

A.1.2 CONTRACTOR understands that payment is subject to the availability of funds.

A.1.3 Contractor understands that the STATE **discourages** the use of grant funds to purchase equipment. Any equipment, materials, supplies, or property of any kind (including publications and copyrights, etc.) which has a single unit cost of at least five hundred dollars (\$500) including tax and has a life of at least four (4) years, and purchased under this Agreement, or through any subcontract, shall be considered capital equipment. **Capital equipment shall not be purchased by CONTRACTOR without prior COUNTY written approval and shall be the property of the STATE.**

A.1.4. With the final report at the termination of this Agreement, CONTRACTOR shall submit an inventory of equipment furnished or purchased under the terms of this agreement. The inventory shall include a description of the equipment, quantity, cost per unit and date of purchase (or furnished). No capital equipment shall be purchased during the fourth or last quarter of this Agreement.

A.1.5 At the termination of the Agreement, CONTRACTOR shall provide a final inventory to the COUNTY within forty-five (45) days of termination and shall at that time ask the COUNTY about the State's requirements including the manner and method of returning said equipment to the STATE.

A.1.6 CONTRACTOR must obtain pre-approval by an authorized agent of the COUNTY prior to services being provided.

A.2 Deliverables and Payment Grid

Contract Term	Service Description	Funding Source	Amount
<p>7/1/20 – 6/30/21</p>	<p>Sunrays of Hope Wellness & Recovery Center will include, but is not limited to, the following services:</p> <ul style="list-style-type: none"> • Drop-in Center and organizational management; • Socialization activities (e.g., groups (2-3 per week of 2-3 hours each, recreational or other outings); Open Mondays, Wednesdays and Fridays from 8am-12pm and Tuesdays, Thursdays and Saturdays from 12:30pm-4:30pm for a total of 24 hours per week. • Peer mentoring and support services as needed on a referral basis, including WRAP (Wellness Recovery Action Plan); • Facility expenses (e.g., rent, utilities, phone); • Program expenses (e.g., office supplies, equipment, group supplies, snacks); • Transportation related expenses including vehicle operation & maintenance (e.g., gas, oil changes, repairs, insurance) • Peer workforce and skill development activities, to include, but not limited to: peer employment in job-related activities that support the smooth functioning of the Wellness Center, and to provide peers with positive meaningful activities that contribute to wellness and increase job skills (e.g., transporters, activities coordinators, cleaning staff, reception staff, "greeters"). • Consumer/family training (training costs, travel & transportation costs for training activities); • Educational and training materials for use at the Wellness Center; • Participate with MCMH collaborative meetings, quality improvement program supports and provide peer culture training to MCMH and the community as funding is available. • Will maintain liability insurance • Will comply with all employment laws, including minimum wage and employer tax requirements. • Innovations II Peer Support deliverables. 	<p>MHSA – CCS</p>	<p>\$138,000.00</p>
<p>Total</p>			<p>\$138,000.00</p>