

**AGREEMENT BETWEEN**

**THE TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY  
AND THE TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
FOR CHILDREN'S MENTAL HEALTH SERVICES**

THIS Agreement is entered into as of 17th day of April 2007, which date is enumerated for purposes of reference only, is by and between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS (TCOE) and TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY (COUNTY) with reference to the following:

WHEREAS, Government Code Section 7570 et seq. (AB 3632) requires counties and their mental health divisions to conduct mental health assessments and to provide necessary mental health-related services, including residential care-based treatment, required by students with disabilities who are identified within the individualized education program (IEP), pursuant to Government Code sections 7570, 7572, and 7572.5;

WHEREAS, the State Legislature, in the Budget Act provides federal Individuals with Disabilities Education Act (IDEA) local assistance funding for the provision of mental health services pursuant to Government Code Section 7570 et seq. by transmitting the funds to county offices of education;

WHEREAS, the Budget Act requires each county office of education and county mental health agency to enter into an Interagency Agreement for the purpose of transferring these federal grant funds, subject to the fulfillment of the grant's terms and conditions, to the county mental health agency for specified mental health services that are provided for eligible students in the school districts;

WHEREAS, these federal IDEA funds are to be allocated according to the allocation plan developed by the California Department of Mental Health (DMH) to the Tulare County Office of Education and are required to be used exclusively for the purpose of funding mental health services identified within an individualized education program (IEP), and for which expenses have been or will be incurred in Fiscal Year 2007-2008; and

NOW, THEREFORE, it is agreed as follows:

1. Transfer of Funds Pursuant to the Budget Act. TCOE shall transfer federal IDEA funds to the COUNTY within five (5) business days of TCOE's receipt of the federal IDEA funds as prescribed under Senate Bill (SB) 1895, Section 9, Chapter 493, Statutes of 2004.

TCOE will pay COUNTY as mandated by Assembly Bill (AB) 1807, Section 80, Chapter 74, Statutes of 2006, a minimum of 50 percent of federal grant funds by January 1 of each year. TCOE will pay COUNTY a minimum of 75 percent of federal grant funds by March 1 as mandated by AB

1807 upon fulfillment of the grant terms and conditions and in accordance with the federal Cash Management Improvement Act. Up to twenty-five percent of the remaining funds will be paid as specified in the grant terms and conditions and in accordance with the federal Cash Management Improvement Act.\*

In accordance with SB 1895, any county mental health agency allocation that exceeds actual documented costs for allowable services shall be reallocated within six months after the end of each fiscal year on a pro rata basis to other counties where actual costs exceed the allocation.

\*The federal Cash Management Improvement Act of 1990 (CMIA) was enacted by Public Law 101-453 and codified at United States Code, Title 31, sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the Code of Federal Regulations (CFR) Part 205. In accordance with Title 31 CFR Part 205.10, the California Department of Education (CDE) must institute procedures to project or reconcile estimates with actual and immediate cash needs. Consequently, all CDE, Special Education Division (SED), grant allocations must be limited to the minimum amounts needed and must be timed to the actual, immediate cash requirements of the grantee. The mid-year and year-end expenditure reports provide SED with actual cost and service data to determine the actual cost need of each grantee's scheduled mid-year and year-end payments (see paragraph 2 below).

2. Records. COUNTY will provide TCOE with an accounting of expenditures incurred pursuant to this Interagency Agreement two times for the Fiscal Year. The first accounting of expenditures will cover the period of July 1, 2007, through December 31, 2007, and will be provided by February 1, 2008. The second accounting of expenditures will cover the period of January 1, 2008, through June 30, 2008, and will be provided by September 1, 2008.

The accounting will include for each student the following data: the school district of residence, as provided most recently in writing by the district; the service function code only of the services provided pursuant to Government Code Section 7570 et seq.; the units of service; and the cost per unit. The student's name, date of birth, provider name, date of service, unit/minutes/mode, estimated cost per unit, and Service Function Code (SFC) in sufficient detail to enable TCOE to establish a link between the services claimed and the individual student's IEP. COUNTY is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

3. Array of services. The array of services will be provided for a child with a disability, as defined in paragraph (3) of Section 1401 of Title 20 of the United States Code, and shall include those related services as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in Section 56363 of the Education Code, the California Code of Regulations, Title 2, Division 9, Section 60020(i); and in the most current version of the State Mandates Claims Parameters and Guidelines for this program.

4. Referrals and assessment reports. COUNTY and TCOE agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as mandated in Government Code Section 7576 and clarified in Title 2, Division 9, California Code of Regulations Section 60040.

5. Privacy. COUNTY and TCOE acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. COUNTY and TCOE shall ensure that all activities undertaken under this Interagency Agreement will conform to the requirements of these laws.

6. Indemnity. COUNTY and TCOE shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

This indemnity provision shall survive the term of this Interagency Agreement and is in addition to any other rights or remedies that COUNTY or TCOE may have under law and/or the Interagency Agreement.

7. Integration. This Interagency Agreement represents the entire understanding of TCOE and COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Interagency Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Interagency Agreement.

8. Laws and Venue. This Interagency Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Interagency Agreement, the action shall be brought in a state or federal court situated in the County of Tulare, State of California, unless otherwise specifically provided for under California law.

9. Third Party Rights. Nothing in this Interagency Agreement shall be construed to give any rights or benefits to anyone other than TCOE and COUNTY.

10. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Interagency Agreement shall not render the other provisions unenforceable, invalid, or illegal.

11. Term. This Interagency Agreement shall cover the period of July 1, 2007, through June 30, 2008. This Interagency Agreement shall terminate as of the close of business on June 30, 2008. However, this Interagency Agreement may be extended by the parties' mutual written consent if an extension is required to transfer additional federal IDEA funds made available by the State for the same purpose.

12. General Assurances. As a condition of receiving funds under this Interagency Agreement, COUNTY has reviewed and executed the General Assurances and Federal Funds Conditions as required by the California Department of Education as stated in the grant letter of intent (a copy is attached and incorporated). TCOE shall provide COUNTY with a copy of any amendments to the General Assurances and Federal Funds Conditions for COUNTY's review. Within ten (10) days of receiving any amendments to the General Assurances and Federal Funds Conditions, COUNTY shall execute the General Assurances and Federal Funds Conditions and return a signed copy.

13. Dispute Resolution. COUNTY and TCOE agree that the following process will be used to address disputes on the implementation of the Interagency Agreement only after collaborative efforts have been attempted at the lowest possible level.

By July 1 of 2007, and for any extension of this Interagency Agreement beyond 2008, COUNTY and TCOE will name a mutually agreed upon individual to assist to resolve disputes using a process of facilitated communication through non-binding COUNTY and TCOE mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that an outside party be contacted to schedule a meeting between the agencies.
- No later than sixty (60) calendar days from the date mediator is contacted, a resolution plan between the two agencies will be developed.
- The responsible COUNTY and TCOE personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- The costs for this service shall be shared equally between the COUNTY and TCOE.

14. The signatories of this Interagency Agreement or their designee shall be responsible for assuring the agreements included in the resolution plan are implemented.

Neither party shall be deemed to be in default of the terms of this Interagency Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Interagency Agreement.

Neither party shall be liable for any excess costs if the failure to perform the Interagency Agreement arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this Interagency Agreement to be executed by their duly authorized officers in the County of Tulare, California.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2007 by and between the undersigned parties.

TULARE COUNTY OFFICE OF EDUCATION

Date: 4.17.07

BY Marilyn Rankin  
Marilyn Rankin, Ed.D., Assistant Superintendent  
"SUPERINTENDENT"

COUNTY OF TULARE

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

ATTEST: C. BRIAN HADDIX  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By Paul Longley  
Deputy

Date 5/3/07

## GENERAL ASSURANCES AND FEDERAL FUNDS CONDITIONS

The signature of the Authorized Official on the Certification of Acceptance of Grant Conditions acknowledges that General Assurances and Federal Funds Conditions will be observed.

### General Assurances

1. Programs and services shall be in compliance with Title VI and Title VII of the U.S. Civil Rights Act of 1964, the California Fair Employment Practices Act, and Subchapter 4 (commencing with Section 30) of Chapter I of Division 1 of Title 5, California Code of Regulations. A statement of compliance with Title VI of the Civil Rights Act of 1964 has been filed with the County Office of Education.
2. Programs and services shall be in compliance with Title IX (nondiscrimination on the basis of sex) of the Federal Education Amendments of 1972 (20 U.S.C. 1681-1683) and subsequent amendments.
3. Programs and services shall be in compliance with the affirmative action provisions of the Federal Education Amendments of 1972 and subsequent amendments.
4. Programs and services shall be in compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and subsequent amendments.
5. Programs and services for disabled persons shall be in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Sections 1400-1487, and attendant regulations), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794).
6. (a) When federal funds are made available, they will be used so as to supplement, and, to the extent practicable, increase the amount of state and local funds that would, in the absence of such federal funds, be made available for uses specified in the State Plan, and in no case supplant such state or local funds.  
(b) The awardees shall ensure that federal funds are not used to reduce the level of expenditures for the preceding fiscal year as described in 34 C.F.R. 300.231-300.232.
7. All state and federal statutes, regulations, program plans, and applications applicable to each program under which federal and state funds are made available through this application will be met by the applicant agency in its administration of each program, and the undersigned is authorized to file these assurances for such applicant agency.

8. The local agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, state and federal funds paid to that agency under each program.
9. The public agency shall make reports to the state agency or board and to the State Superintendent of Public Instruction as may reasonably be necessary to enable the state agency or board and the Superintendent to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Superintendent deem necessary. Such records shall include, but not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for five years after the completion of the activities for which the funds are used.
10. Any application, evaluation, periodic program plan, and/or report relating to each program will be made readily available to parents and other members of the general public.
11. Auditable records of each participating school program will be maintained on file at the district office. (5 C.C.R. 3944; 344 C.F.R. 74.24).
12. Each local agency shall have adopted policies and procedures consistent with Chapter 5.1 (commencing with Section 4600 of Division I of Title 5 of the California Code of Regulations) for investigation and resolution of complaints. Each LEA shall annually notify in writing, as applicable, its students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, and other interested parties of their LEA complaint procedures, including the opportunity to appeal to the California Department of Education and the provisions of Chapter 5.1 (5 C.C.R. 4620-4632).
13. Any funds under any application program, which pursuant to paragraph (1), are available for obligation and expenditure in the year appropriated shall be obligated and expended in accordance with: (a) the federal statutory and regulatory provisions relating to such program which are in effect for such succeeding fiscal year, and (b) plan or application submitted by such educational agencies for institutions for such programs for such succeeding fiscal year. "Obligations" are the amounts of orders placed, contracts and sub-grants awarded, services received, and similar transactions during a given period, which will require payment during the same or future period.
14. As required by Section 8355 of the California Government Code and Sections 701-707 of Chapter 10 of Title 41 of the United States Code, and implemented at 34 C.F.R. Part 85, Sections 85.600-635, to provide a drug-free workplace, the above named contractor or grant recipient will continue to provide a drug-free workplace by: (a) publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled

substance is prohibited and specifying actions to be taken against employees for violations, as defined at 34 C.F.R., Part 85, Section 85.605 and 85.610; and (b) establishing a Drug-Free Awareness Program as required by the California Government Code section 8355(b), to inform employees about all of the following: (1) the dangers of drug abuse in the workplace; (2) the person or organization's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs, and; (4) penalties that may be imposed upon employees for drug abuse violations; (c) provide as required by California Government Code section 8355(c) that every employee who works on the proposed contract or grant: (1) will receive a copy of the company's drug-free workplace policy statement, and; (2) will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

15. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. Part 82, for prospective participants entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. Part 82, Sections 82.105 and 82.110, the applicant certifies that: (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure form to Report Lobbying," in accordance with these instructions; (c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.
16. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 C.F.R. Part 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. Part 85, Sections 85.105 and 85.110. The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this application 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 (federal, state, or local) transaction or contract under 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 (federal, state, or local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant.

17. **The following is required for all state grants:**

Recipient, by signing this grant, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this agreement. Furthermore, recipient, by signing this agreement, hereby certifies that: (a) no state funds disbursed by this grant will be used to assist, promote, or deter union organizing; (b) recipient shall account for state funds disbursed for a specific expenditure by this grant to show that those funds were allocated to that expenditure; (c) recipient shall, where state funds are not designated as described in item b above, allocate on a pro rata basis all disbursements that support the grant program; (d) recipient makes expenditures to assist, promote, or deter union organizing, recipient will maintain records sufficient to show that no state funds were used for those expenditures, and shall provide those records to the Attorney General upon request; and (e) recipient hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote, or deter union organizing.

**Federal Funds Conditions**

1. This award is valid and enforceable only if the United States government makes sufficient funds available to the state for the current fiscal year for the purposes of this program. In addition, this award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this award in any manner.
2. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction of funds.
3. For purposes of compliance with the Office of Management and Budget Circular A-133 Compliance Supplement, the "State laws and procedures applicable to sub recipients" of the California Department of Education are those state laws, regulations, and procedures applicable to state agencies.
4. Section 80.21, Title 34, of the Code of Federal Regulations allows the state's sub recipients to receive payments provided they demonstrate the willingness and ability to minimize the time elapsing between the receipt and disbursements of federal funds; otherwise, reimbursement is the preferred method of payment.

Further, this section requires the state's sub recipients to promptly remit to the federal agency any interest greater than \$100 that they earned on the payments. Additionally, if the state's sub recipients receive payments, Section 80.20(b)(7), Title 34, of the Code of Federal Regulations, requires them to follow procedures for minimizing the time between the receipt and disbursement of federal funds.