

**COOPERATIVE JOINT EXERCISE OF POWERS MENTAL HEALTH SERVICES
AGREEMENT**

Between the County of Napa and the Napa County Office of Education
County of Napa Agreement Number 220354B Amendment Number 2
Napa County Office of Education Agreement Number _____

This Cooperative Joint Exercise of Powers Mental Health Services Agreement between the Napa County Office of Education and the County of Napa for the administration and oversight of cooperative mental health services to expand access to mental health services for children and youth, including school-based mental health services throughout the County of Napa (“Agreement”) is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536, effective as of this _____ day of _____, 2027, by and between the Napa County Office of Education, a public educational institution in Napa, California (“NCOE”), and the County of Napa, a political subdivision of the State of California (“County”). NCOE and County are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. NCOE and County may be referred to collectively as “the Parties.”

RECITALS

- A. WHEREAS, County and NCOE intend to enter into this Agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, et seq.), in particular the immunity provisions of Government Code section 6513; and
- B. WHEREAS, the Parties wish to formalize this partnership to jointly lead efforts to administer and oversee mental health services to children at schools throughout Napa County, and to have County obtain funding and NCOE act as the established lead for families within Napa County; and
- C. WHEREAS, the Parties wish to enter into this Agreement in order to set forth necessary cooperative procedures and protocols for the administration and oversight of mental health services to school children in Napa County, to set forth the respective obligations and payment responsibilities of the Parties, and to provide for mutual cooperation in the administration and implementation of cooperative efforts to address mental health services for school children within Napa County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the Parties hereby agree as follows:

1) DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them in this Section:

“Agreement” means this Cooperative Joint Powers Agreement for the Mental Health Student Services Act Grant renamed to Behavioral Health Student Services Act (BHSSA).

“Cooperative Joint Exercise of Powers Agreement” means a legally created agreement that allows two or more public agencies to jointly exercise common powers and provide a creative approach to the provision of cost-effective services to the public.

“County” means the County of Napa, California, a political subdivision of the State of California.

“Effective Date” means the date inserted in the first paragraph of this Agreement, which represents the date that this Agreement was fully executed by the required signatories of each Party.

“Fiscal Year” means the period of 12 consecutive months that commences on July 1st and ends on June 30th.

“Initial Term” means the period from the Effective Date until December 31, 2027, unless in accordance with Section 7 termination clause.

“BHSOAC” means Behavioral Health Services Oversight and Accountability Commission (formerly named “MHSOAC”, the California Mental Health Services Oversight and Accountability Commission).

“BHSSA” means Behavioral Health Student Services Act (formerly named “MHSSA”, Mental Health Student Services Act).

“NCOE” means the Napa County Office of Education.

“Subcontractor” means school districts and other partners of NCOE who will be implementing services in the schools.

“Term” means the Initial Term and, if applicable, any validly exercised Renewal Term.

2) COUNTY OBLIGATIONS. County shall be responsible for the following:

- a) Enter into an agreement with the Behavioral Health Services Oversight and Accountability Commission (BHSOAC or Commission), a branch of State government headquartered in Sacramento, CA;
- b) Operate as the fiscal agent for the implementation of the Napa County BHSSA Grant program and make payments to NCOE. Time that the County allots toward the BHSSA grant will be no more than 4 hours per month with a maximum monthly allotment of 16 hours per month;
- c) Provide limited administrative support and grant management to NCOE for the implementation of the Napa County BHSSA Grant. Support and grant management will be limited to 4 hours per month with a maximum of 16 hours per month;

- d) Serve as a liaison between the BHSOAC and NCOE, which is fully satisfied by troubleshooting and communicating mandates/needs with/to BHSOAC and NCOE. Further, the County will provide representation on BHSOAC All County Calls and Napa County specific calls/communication; and
- e) Review required reports from NCOE before they are submitted to the BHSOAC.

3) NCOE OBLIGATIONS. NCOE shall be responsible for the following:

- a) In accordance with the \$2,954,476 funding Napa County receives from the Mental Health Services Oversight and Accountability Commission, NCOE will provide oversight of the mental health programs and services reflected in the BHSSA grant proposal.
- b) NCOE shall provide subcontractor oversight, conduct site visits, perform subrecipient monitoring and prepare bi-annual reports for the funding renewal application for submission to the Behavioral Health Services Oversight and Accountability Commission.
- c) During the term of this Agreement, NCOE shall prepare quarterly statistical reports of the services provided.
- d) Annual performance evaluations. Evaluation of the performance of the services provided and other obligations required of the Parties under this Agreement shall be conducted annually, during the Agreement. The annual evaluations shall include, but not limited to, evaluation of the following: quality of performance, turnaround time and reporting of student information; and satisfaction level of the services provided by NCOE.

4) APPORTIONMENT OF COSTS FOR PROVISION OF MENTAL HEALTH SERVICES

- a) As a consideration of the benefits conferred by this Agreement, the Parties agree that the responsibility for the costs of operation is as follows: County shall provide NCOE a maximum of \$642,532.35 annually to support the general operational costs of services for the first four years and \$158,933.28 for the final 5th year.
- b) Per the payment schedule outlined below, County shall pay NCOE a maximum of \$2,749,062.68 as compensation for the actual costs incurred for Mental Health Services to the students within Napa County during the Initial Term.
- c) By no later than March 1st of each year, NCOE shall provide to the County a written proposed budget for Mental Health Services to be provided in the following Fiscal Year, and the projected cost of those services.
- d) Within 90 days of receipt of the NCOE's written proposed budget for the upcoming Fiscal Year, NCOE and County shall either 1) agree in writing regarding the scope of services and apportionment of Mental Health Services costs to be paid by County for the upcoming Fiscal Year/ Renewal Term, based on the mutual goals identified in this Agreement, or 2) the NCOE or County will provide written notice of termination pursuant to Section 7.

- e) Napa County will retain an annual 7% administrative rate per fiscal year to cover costs associated with the management of the MHSSA grant for a contract maximum of \$205,413.32. Any portion of the funds retained and unexpended by Napa County may be provided to NCOE during subsequent fiscal years for the purpose of providing Mental Health Services as specified MHSSA grant.

- f) **Payment Schedule:**

The total amount of payments made in any phase/year is not to exceed the amount stated in the chart below unless approved by County, NCOE and Commission.

Funds Distribution	Grant Funding	NCOE Funding	County Administrative Rate
Program Development	\$20,000		\$20,000.00
Year 1	\$690,895.00	\$642,532.35	\$28,362.65
Year 2	\$690,895.00	\$642,532.35	\$48,362.65
Year 3	\$690,895.00	\$642,532.35	\$48,362.65
Year 4	\$690,895.00	\$642,532.35	\$48,362.65
Year 5	\$170,896.00	\$158,933.28	\$11,962.72
Grant Total	\$2,954,476.00	2,729,062.68	\$205,413.32

5) **TERM.** The Term of this Agreement shall be from the Effective Date until terminated in accordance with Section 7; except that the obligations of the parties under Paragraph 9 (Insurance) and Paragraph 10 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Initial Term of this Agreement.

6) **METHOD OF PAYMENT.** County agrees to pay NCOE according to their actual cost invoices supported by actual expenses in four payments per Fiscal Year during the Initial Term and any Renewal Terms of this Agreement. Such payments will be made within 30 days after billing by the County and as follows: NCOE agrees to bill the County on a quarterly basis. The four quarters are specified as: Quarter 1 being July through September, Quarter 2 being October through December, Quarter 3 being January through March and Quarter 4 being April through June.

7) **TERMINATION OF AGREEMENT.** This Agreement may be terminated as follows: 1) without cause by either Party in the following manner only: The Party desiring to terminate this Amendment must give not less than six (6) weeks written notice of its intent to terminate prior to the end of the Fiscal Year, with the termination effective as of the beginning of the immediately following Fiscal Year; or 2) for cause, if either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting Party in the manner set forth in Paragraph 8 (Notices). The Director of Health and Human Services Agency (HHS) is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with,

and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the HHSA Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

8) NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either Party desires to give to the other Party shall be addressed to the other Party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

9) INSURANCE. NCOE and County shall each maintain in full force and effect throughout the term of this Agreement and thereafter as to matters occurring during the term of this Agreement the following insurance coverage:

a) Workers' Compensation Insurance. NCOE and County shall each provide, to the extent required by law, workers' compensation insurance in the performance of all duties under this Agreement.

b) General Liability Insurance. Any services performed by the Parties under this Agreement shall be covered by general liability coverage and the Parties shall maintain adequate liability coverage during the term of this Agreement. County acknowledges that NCOE's liability coverage is through a joint powers authority, North Bay School Insurance Authority (NBSIA) pool, and that NBSIA has a self-insured retention of \$250,000. This amount is subject to change at any time by action of the NBSIA board.

10) INDEMNIFICATION.

a) County shall hold NCOE harmless from all loss, claims or liability asserted against or incurred by NCOE by reason of any action of County or of any employees of County during the term of this Amendment. NCOE shall hold County harmless from all loss, damage, claims, or liability asserted against or incurred by County by reason of any action of NCOE or any employee of NCOE during the term of this Amendment.

11) INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, NCOE and County are independent entities, and NCOE and County and the respective officers, agents and employees of NCOE and County are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

12) PRIVILEGES, IMMUNITIES AND OTHER BENEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the

territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

13) THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14) GENERAL PROVISIONS.

a) Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

b) Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

c) Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

d) Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing Party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

e) Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the duties be delegated without the written consent of the other Party to this Agreement. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

f) Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

g) Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

h) Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Amendment supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

i) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement

on behalf of the respective legal entities of the NCOE and the County.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

NAPA COUNTY OFFICE OF EDUCATION:



Joshua Schultz, Superintendent

ATTEST:



Ellen Sitter, Executive Assistant to the County Superintendent

NAPA COUNTY BOARD OF SUPERVISORS:

Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <i>Jo Ann Parker</i>, Deputy by e-signature Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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