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A G R E E M E N T

THIS AGREEMENT is made and entered into this 23rd day of June, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and VMS Family Counseling Services, Professional Corporation, a California Corporation, whose address is 2350 W. Shaw Ave. Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY'S Sheriff Office desires to use CONTRACTOR for Psychological Services for Sheriff-Coroner-Public Administrator Personnel in accordance with the text of this agreement; and

WHEREAS, CONTRACTOR agreed to provide counseling and psychological services over a five-year term.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide counseling services and psychotherapy by appropriately licensed professionals to the Sheriff-Coroner-Public Administrator's employees and their families pursuant to this Agreement.

B. CONTRACTOR shall provide counseling that may be individual, couples, or group sessions that will take place at CONTRACTOR'S place of business and is convenient to employees and their families.

C. CONTRACTOR will be immediately available twenty-four (24) hours a day for emergency service requests and shall respond to non-emergencies within twenty-four (24) hours.

D. CONTRACTOR shall provide training seminars and consultation services to the Sheriff-Coroner-Public Administrator's management as needed.

E. CONTRACTOR agreed that all visits are confidential in nature and no reports or files are provided to the Sheriff's Office or the COUNTY.

1 F. CONTRACTOR shall inform the Sheriff-Coroner-Public Administrator's employees
2 and their families of any appointment cancellations as described on Exhibit "A," which is attached hereto
3 and incorporated herein by this reference.

4 G. CONTRACTOR'S staff shall be Licensed Clinical Social Workers (LCSW) or
5 Licensed Marriage Family Therapists (LMFT), licensed in the State of California, in good standing, and
6 be familiar with the issues facing law enforcement and their families. Interns approved by Victoria
7 Sanders, LMFT, can be utilized to provide the services (i.e., individual sessions, couples sessions and
8 couple/family sessions) at the price listed on Exhibit "A," only after the employee/client is advised when
9 scheduling their appointment that they will be seeing an intern. If the employee/client does not wish to
10 see an intern, they will be offered an appointment with a LCSW or a LMFT staff member.

11 H. CONTRACTOR shall provide a twenty-four hour phone number for Sheriff-
12 Coroner-Public Administrator's employees and their family members to contact CONTRACTOR. In the
13 event that CONTRACTOR does not answer the phone number dialed, it shall provide instructions on
14 who and how to contact them in an emergency.

15 2. TERM

16 The term of this Agreement shall be for a period of three (3) years, commencing on July 2, 2020
17 through and including July 1, 2023. This Agreement may be extended for two (2) additional consecutive
18 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first
19 day of the next twelve (12) month extension period. The Sheriff or his or her designee is authorized to
20 execute such written approval on behalf of the COUNTY based on CONTRACTOR'S satisfactory
21 performance.

22 3. TERMINATION

23 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
24 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
25 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
26 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

1 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
2 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 3 1) An illegal or improper use of funds;
- 4 2) A failure to comply with any term of this Agreement;
- 5 3) A substantially incorrect or incomplete report submitted to the COUNTY; or
- 6 4) Improperly performed service.

7 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
8 of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such
9 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
10 The COUNTY shall have the right to demand of CONTRACTOR the repayment to the COUNTY of any
11 funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not
12 expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such
13 funds upon demand.

14 C. Without Cause - Under circumstances other than those set forth above, this
15 Agreement may be terminated by the COUNTY upon the giving of thirty (30) days advance written notice of
16 an intention to terminate to CONTRACTOR.

17 4. COMPENSATION/INVOICING The COUNTY agrees to pay CONTRACTOR and
18 CONTRACTOR agrees to receive compensation for actual services rendered and appointment
19 cancellations the day of scheduled appointment or no-show fees incurred, as shown in Exhibit "A," which
20 are attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly
21 invoices to the County of Fresno Sheriff's Office.

22 In no event shall services performed under this Agreement exceed two hundred and seventy
23 thousand dollars (\$270,000) during the term of this Agreement, with an annual maximum of fifty-four
24 thousand dollars (\$54,000). It is understood that all expenses incidental to CONTRACTOR'S performance
25 of services under this Agreement shall be borne by CONTRACTOR.

26 CONTRACTOR shall submit invoices to the County of Fresno, Sheriff's Business Office, at 2200
27 Fresno Street, Fresno, CA 93721 or e-mail them to Sheriff.Payables@fresnosheriff.org. Such invoices shall
28 include dates of visits and specify which therapist or intern provided the services.

1 5. INDEPENDENT CONTRACTOR In performance of the work, duties and obligations
2 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
3 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times
4 be acting and performing as an independent contractor, and shall act in an independent capacity and not as
5 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, the
6 COUNTY shall have no right to control or supervise or direct the manner or method by which
7 CONTRACTOR shall perform its work and function. However, the COUNTY shall retain the right to
8 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance
9 with the terms and conditions thereof.

10 CONTRACTOR and the COUNTY shall comply with all applicable provisions of the law and the
11 rules and regulations, if any, of governmental authorities having jurisdiction over matters and the subject
12 thereof.

13 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
14 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
15 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
16 addition, CONTRACTOR shall be solely responsible and save the COUNTY harmless from all matters
17 relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding
18 and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,
19 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

20 6. MODIFICATION Any matters of this Agreement may be modified from time to time by the
21 written consent of all the parties without, in any way, affecting the remainder.

22 7. NON-ASSIGNMENT Neither party shall assign, transfer or sub-contract this Agreement
23 nor their rights or duties under this Agreement without the prior written consent of the other party.

24 8. HOLD HARMLESS CONTRACTOR agrees to indemnify, save, hold harmless, and at the
25 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
26 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
27 resulting to the COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
28 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
2 or corporation who may be injured or damaged by the performance, or failure to perform, of
3 CONTRACTOR, its officers, agents, or employees under this Agreement.

4 9. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
6 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
7 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
8 Joint Powers Agreement (JPA) throughout the term of the Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this Agreement.

19 C. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
21 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

23 D. Cyber Liability

24 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
25 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as
26 is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims
27 involving infringement of intellectual property, including but not limited to infringement of copyright,
28 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

1 electronic information, release of private information, alteration of electronic information, extortion and
2 network security. The policy shall provide coverage for breach response costs as well as regulatory
3 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these
4 obligations.

5 E. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the California Labor
7 Code.

8 F. Molestation

9 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
10 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
11 issued on a per occurrence basis.

12 Additional Requirements Relating to Insurance

13 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
14 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
15 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
16 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
17 by the COUNTY, its officers, agents and employees shall be excess only and not contributing with
18 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or
19 changed without a minimum of thirty (30) days advance written notice given to the COUNTY.

20 CONTRACTOR hereby waives its right to recover from the COUNTY, its officers, agents, and
21 employees any amounts paid by the policy of worker's compensation insurance required by this
22 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
23 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
24 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

25 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, (Fresno County Sheriff's Office, Business
28 Office, 2200 Fresno Street, Fresno, CA 93721), stating that such insurance coverage have been obtained

1 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for
2 any premiums on the policies; that such Commercial General Liability insurance names the County of
3 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
4 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
5 shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
6 its officers, agents and employees, shall be excess only and not contributing with insurance provided under
7 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
8 minimum of thirty (30) days advance, written notice given to the COUNTY.

9 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
10 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
11 Agreement upon the occurrence of such event.

12 All policies shall be issued by admitted insurers licensed to do business in the State of California,
13 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
14 FSC VII or better.

15 10. AUDITS AND INSPECTIONS CONTRACTOR shall at any time during business hours, and
16 as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
17 records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon
18 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary
19 to ensure CONTRACTOR'S compliance with the terms of this Agreement.

20 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
21 the examination and audit of the Auditor General for a period of three (3) years after final payment under
22 contract (Government Code Section 8546.7).

23 11. NOTICES The persons and their addresses having authority to give and receive notices
24 under this Agreement include the following:

25 COUNTY
26 COUNTY OF FRESNO
27 Fresno County Sheriff Captain
28 2200 Fresno Street
Fresno, CA 93721

CONTRACTOR
Chief Executive Officer
VMS Family Counseling Services
2350 W. Shaw Avenue, Suite 116
Fresno, CA 93711

1 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
2 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
3 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
4 personal service is effective upon service to the recipient. A notice delivered by first-class United States
5 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
6 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
7 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
8 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
9 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
10 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
11 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
12 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
13 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
14 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
15 beginning with section 810).

16 12. GOVERNING LAW Venue for any action arising out of or related to this Agreement shall
17 only be in Fresno County, California.

18 The rights and obligations of the parties and all interpretation and performance of this Agreement
19 shall be governed in all respects by the laws of the State of California.

20 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS This provision is only applicable if
21 CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term
22 of the agreement, CONTRACTOR changes its status to operate as a corporation.

23 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
24 they are a party to while CONTRACTOR is providing goods or performing services under this
25 agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and
26 in which one or more of its directors has a material financial interest. Members of the Board of Directors
27 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-
28 Dealing Transaction Disclosure Form, attached hereto as Exhibit "B" and incorporated herein by

1 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
2 immediately thereafter.

3 14. HIPAA. All services performed by CONTRACTOR shall be in strict conformance with all
4 applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including,
5 but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code,
6 California Code of Regulations, Code of Federal Regulations.

7 CONTRACTOR shall submit to the COUNTY's monitoring of said compliance.

8 CONTRACTOR may be a business associate of the COUNTY, as that term is defined in the
9 "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a
10 HIPAA Business Associate, CONTRACTOR may use or disclose protected health information ("PHI") to
11 perform functions, activities or services for or on behalf of the COUNTY as specified by the COUNTY,
12 provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses
13 and disclosures of PHI may not be more expansive than those applicable to the COUNTY, as the "Covered
14 Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal
15 responsibilities of the Business Associate.

16 CONTRACTOR shall not use or further disclose PHI other than as permitted or required by the
17 COUNTY, or as required by law without written notice to the COUNTY.

18 CONTRACTOR shall ensure that any agent, including any subcontractor, to which CONTRACTOR
19 provides PHI received from, or created or received by CONTRACTOR on behalf of the COUNTY, shall
20 comply with the same restrictions and conditions with respect to such information.

21 15. ENTIRE AGREEMENT This Agreement, including all Exhibits constitutes the entire
22 agreement between CONTRACTOR and the COUNTY with respect to the subject matter hereof and
23 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,
24 publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

25 16. COUNTERPARTS This Agreement may be executed in any number of counterparts, each
26 of which shall be deemed an original, but all of which together shall constitute one and the same
27 Agreement, binding on the parties hereto according to its terms and conditions.
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

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6 _____
(Authorized Signature)

7 Victoria Sanders, LMFT 52610
8 Licensed Marriage and Family
9 Therapist CEO

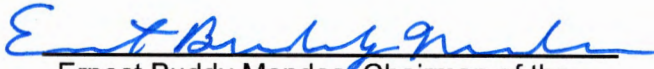
10 _____
Print Name & Title

11 2350 W. Shaw Avenue, Suite 116

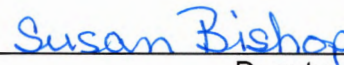
12 _____
Fresno, CA 93711

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Mailing Address

COUNTY OF FRESNO


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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17 By: 
Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund: 0001

20 Subclass: 10000

21 ORG: 31112415

22 Account: 7295

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County Agreement with VMS Family Counseling Services, Professional Corporation

EXHIBIT "A" – PRICES and CANCELLATION FEES

Psychological Services for Sheriff-Coroner-Public Administrator Personnel to include the following:

Office Visit	Length of Session	Fee
1. Individual Session	45 Minutes	\$60.00
2. Couples Session	45 Minutes	\$70.00
3. Group/Family Session	45 Minutes	\$70.00
4. Training Seminar per Seminar	Per Hour	\$100.00
5. Consultation Services	Per Hour	\$75.00

Interns:

Interns approved by Victoria Sanders, LMFT, can be utilized to provide the following services at the prices listed below (only after the employee/client does not wish to see an intern, will they be offered an appointment with a LCSW or a LMFT staff member);

Office Visit	Length of Session	Fee
1. Individual Session	45 Minutes	\$50.00
2. Couples Session	45 Minutes	\$60.00
3. Couple/Family Session	45 Minutes	\$60.00

Visits or sessions will take place through thera-LINK or at the following address:

VMS Family Counseling Services, Professional Corporation
2350 W. Shaw Avenue, Suite 116
Fresno, CA 93711

Cancellation fees are as follows:

- There will be no cancellation fee applied if client contacts the office before 5:00PM the day prior to their scheduled appointment.

- 1 • Appointment cancellations the day of scheduled appointment will be billed at \$50.00 flat fee.
- 2 • Client no-show for an appointment with a licensed counselor will be billed at \$50.00 flat fee.
- 3 • Client no-show for an appointment with an unlicensed counselor will be billed at \$40.00 flat fee.

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5 Maximum: In no event shall services performed and/or fees paid under this Agreement be in excess of two
6 hundred and seventy thousand dollars (\$270,000) for the term of this Agreement.

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Exhibit "B"

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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