

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of October 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO UNIFIED SCHOOL DISTRICT, whose address is 2309 Tulare Street, Fresno, CA 93721, hereinafter referred to as "FRESNO UNIFIED". Reference in this Agreement to party or parties shall be understood to refer to COUNTY and FRESNO UNIFIED unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health Substance Use Disorder (DBH-SUD) Services has determined there is a need for FRESNO UNIFIED students to receive prevention and treatment services; and

WHEREAS, COUNTY, through multiple COUNTY departments, provides beneficial prevention services to FRESNO UNIFIED students; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of prevention and treatment services; and

WHEREAS, the purpose of this Agreement is to allow COUNTY and COUNTY-contracted providers (hereinafter "Contractors") access to FRESNO UNIFIED school sites for implementation of prevention and treatment services.

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

1. SERVICES

This document formalizes an Agreement between COUNTY and FRESNO UNIFIED to ensure Fresno Unified students benefit from prevention and treatment services on school sites. The COUNTY, through its DBH Director or designee, or FRESNO UNIFIED, may request to convene for review and revision of this Agreement as policies and regulations change.

A. OBLIGATIONS OF FRESNO UNIFIED

To facilitate collaboration between the school sites and the on-site COUNTY staff and/or COUNTY Contractors, access and workspace will be provided by the school sites within

FRESNO UNIFIED on an as-needed basis to conduct prevention and treatment services. FRESNO UNIFIED will provide access to school sites, as well as confidential therapy room/space ensuring treatment services can be conducted in the manner that fulfills County, State and Federal requirements. The school sites must also maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) as detailed in Section 10 of this Agreement. Specifically, it is the intent and purpose of this policy that no one on the school campus can hear what is being said in such therapy rooms/spaces and that school staff will not access such spaces during treatment sessions.

B. OBLIGATIONS OF COUNTY

COUNTY will agree to provide services through its Contractors. Services will include:

(1) Prevention Services

Prevention includes the promotion of constructive lifestyles and norms that discourage destructive behaviors. Prevention is achieved through the application of multiple strategies; is an ongoing process that must relate to each emerging generation. The term “prevention” is reserved for those interventions that occur before the initial onset of a disorder.

(2) Treatment Services

Treatment includes substance abuse treatment programs serving adolescent clients at middle and Jr. High Schools, high schools, and alternative education schools. Services include Intake Addiction Severity Index, Treatment Planning, Group Counseling, Individual Crisis Counseling Sessions, Collateral Sessions, and Discharges.

Scheduling of services will be coordinated between the approved Service Provider(s) and the designated school site coordinator. COUNTY and FRESNO UNIFIED shall have the right to discontinue or refuse services of any of a Contractor’s individual staff members or volunteers who have not or are not satisfactorily performing services, without being obligated to terminate the Agreement. COUNTY and FRESNO UNIFIED shall have the authority to determine

whether a particular individual staff member or volunteer of a Contractor is satisfactorily performing services and such determination shall be binding upon the parties hereto.

COUNTY shall require that all Contractors' individual staff members or volunteers that provide direct services to minors complete a Live Scan fingerprint and background check.

COUNTY shall maintain a list, hereinafter EXHIBIT A, attached hereto and by this reference incorporated herein, of Contractors approved by COUNTY to provide services under this Agreement. COUNTY's DBH Director or her designee, or FRESNO UNIFIED, may request to convene for review and revision of EXHIBIT A. FRESNO UNIFIED will be notified and provided an updated Exhibit A as changes and/or modifications occur. COUNTY's DBH Director or her designee shall have authority to modify Exhibit A from time to time, as necessary.

2. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30, 2021.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Behavioral Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on FRESNO UNIFIED'S satisfactory performance.

3. TERMINATION

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

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

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to

COUNTY;

4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of SCHOOL DISTRICT(S). Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of SCHOOL DISTRICT the repayment to COUNTY of any funds disbursed to SCHOOL DISTRICT under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. SCHOOL DISTRICT(S) shall promptly refund any such funds upon demand or, at COUNTY's option; such repayment shall be deducted from future payments owing to SCHOOL DISTRICT under this Agreement.

C. Without Cause – Under circumstances other than those set forth above, this Agreement may be terminated by either FRESNO UNIFIED or COUNTY or COUNTY's DBH Director or designee upon the giving of sixty (60) days advance written notice of an intention to terminate.

4. COMPENSATION

The services and obligations conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by any of the parties, one to the other. FRESNO UNIFIED is providing the use of its school sites to COUNTY in exchange for the services provided to FRESNO UNIFIED students as described in this agreement.

5. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by FRESNO UNIFIED under this Agreement, it is mutually understood and agreed that FRESNO UNIFIED, including any and all of FRESNO UNIFIED's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which FRESNO UNIFIED shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so

as to verify that FRESNO UNIFIED is performing its obligations in accordance with the terms and conditions thereof.

Because of its status as an independent contractor, FRESNO UNIFIED shall have absolutely no right to employment rights and benefits available to COUNTY employees. FRESNO UNIFIED shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, FRESNO UNIFIED shall be solely responsible and save COUNTY harmless from all matters relating to payment of FRESNO UNIFIED'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Likewise, COUNTY shall be solely responsible and save FRESNO UNIFIED harmless from all matters relating to payment of COUNTY'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

6. MODIFICATION

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

7. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other parties.

8. HOLD HARMLESS

SCHOOL DISTRICT agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by SCHOOL DISTRICT, their officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of SCHOOL DISTRICT, their officers, agents or employees under this Agreement.

SCHOOL DISTRICT agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the SCHOOL

1 DISTRICT.

2 COUNTY agrees to indemnify, save, hold harmless, and at SCHOOL DISTRICT
3 request, defend the SCHOOL DISTRICT, its officers, agents and employees from any and all costs and
4 expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or
5 resulting to the SCHOOL DISTRICT in connection with the performance, or failure to perform, by
6 COUNTY, the Contractors listed on Exhibit A, and their officers, agents, representatives, volunteers, or
7 employees under this Agreement, and from any and all costs and expenses, including attorney fees
8 and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or
9 corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its
10 officers, agents, or employees under this Agreement.

11 **9. INSURANCE**

12 Without limiting each party's right to obtain indemnification from the other, and without
13 limiting each party's right to obtain indemnification from its contractor(s) or any third parties, each party,
14 at its sole expense, shall maintain in full force and effect the following insurance policies or a program
15 of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers
16 Agreement (JPA) throughout the term of this Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than Two Million
19 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
20 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific
21 coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and
22 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the
23 nature of the Agreement.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits of not less than One Million
26 Dollars (\$1,000,000) per accident and for property damages. Coverage should include owned and non-
27 owned vehicles used in connection with this Agreement.

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1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California
3 Labor Code. SCHOOL DISTRICT shall obtain endorsements to the Commercial General Liability
4 insurance naming the County of Fresno, its officers, agents, and employees, individually and
5 collectively, as additional insured, but only insofar as the operations under this Agreement are
6 concerned. Such coverage for additional insured shall apply as primary insurance and any other
7 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
8 excess only and not contributing with insurance provided under SCHOOL DISTRICT's policies herein.
9 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
10 notice given to COUNTY.

11 Within thirty (30) days from the date SCHOOL DISTRICT signs this Agreement,
12 SCHOOL DISTRICT shall provide certificates of insurance and endorsements as stated above for all of
13 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
14 3133 N. Millbrook Avenue, Fresno, California, 93703, Attention: Contracts Division, stating that such
15 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,
16 agents and employees will not be responsible for any premiums on the policies; that such Commercial
17 General Liability insurance names the County of Fresno, its officers, agents and employees, individually
18 and collectively, as additional insured, but only insofar as the operations under this Agreement are
19 concerned; that such coverage for additional insured shall apply as primary insurance and any other
20 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
21 excess only and not contributing with insurance provided under SCHOOL DISTRICT's policies herein;
22 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
23 advance, written notice given to COUNTY.

24 In the event SCHOOL DISTRICT fails to keep in effect at all times insurance
25 coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or
26 terminate this Agreement upon the occurrence of such event.

27 All policies shall be with admitted insurers licensed to do business in the State of
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California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VIII or better.

10. CONFIDENTIALITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

11. NON-DISCRIMINATION

During the performance of this Agreement, FRESNO UNIFIED shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sexual orientation, age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

12. AUDITS AND INSPECTIONS

FRESNO UNIFIED shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. FRESNO UNIFIED shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure FRESNO UNIFIED's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), FRESNO UNIFIED shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under contract (Government Code section 8546.7).

13. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY	SCHOOL DISTRICT
Director, Fresno County	Superintendent
Department of Behavioral Health	Fresno Unified School District
3133 N. Millbrook Ave.	2309 Tulare Street

Fresno, CA 93703

Fresno, CA 93721

Any and all notices between FRESNO UNIFIED and the COUNTY, provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

14. GOVERNING LAW

The parties agree that for the purpose of venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits constitutes between FRESNO UNIFIED and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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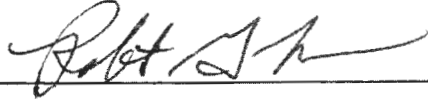
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

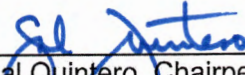
3 **FRESNO UNIFIED SCHOOL DISTRICT**

COUNTY OF FRESNO

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5 _____
6 Robert G. Nelson, Ed.D., Superintendent

7 Print Name: Robert G. Nelson

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9 _____
10 Sal Quintero, Chairperson of the Board of
11 Supervisors of the County of Fresno

12 APPROVED AS TO FORM:

13 By: 

14 Print Name: Andrew De La Torre

15 Title: Executive Director
16 Andrew De La Torre
17 Benefits and Risk Management

ATTEST:

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

18 By: Susan Bishop
19 Deputy

20 Mailing Address:
21 **FRESNO UNIFIED SCHOOL DISTRICT**

22 2309 Tulare Street
23 Fresno, CA 93721
24 Contact: Superintendent

25 **FOR ACCOUNTING USE ONLY:**

26 ORG No.: 56302081
27 Account No.: 7295
28 Requisition No.:

Service Provider Name	Program	Services
Central California Recovery, Inc. (T)* 1100 W. Shaw Ave., #102 Fresno, CA 93711 (559) 681-1947		Outpatient Substance Use Disorder treatment services
Delta Care, Inc. (T)* 4705 N. Sonora Ave., #113 Fresno, CA 93722 (559) 276-7558		Outpatient Substance Use Disorder treatment services
Fresno New Connections, Inc. (T)* 4411 N. Cedar Ave., #108 Fresno, CA 93726 (559) 248-1548		Outpatient Substance Use Disorder treatment services
Kings View Behavioral Health Systems (T)* 1822 Jensen Ave., 102 Fresno, CA 93657 (559) 875-6300		Outpatient Substance Use Disorder treatment services
Mental Health Systems, Inc. (T)* 3122 N. Millbrook Ave., Ste B Fresno, CA 93703 (559) 225-9117		Outpatient Substance Use Disorder treatment services
Panacea Services, Inc. (T)* 3152 N. Millbrook Ave., Ste D Fresno, CA 93703 (559) 241-0364		Outpatient Substance Use Disorder treatment services
4928 E. Clinton Ave., #108 Fresno, CA 93727 (559) 241-0364		Outpatient Substance Use Disorder treatment services
Pathways to Recovery (T)* 515 S. Cedar Ave. Fresno, CA 93702 (559) 600-6069		Outpatient Substance Use Disorder treatment services
Promesa Behavioral Health, Inc. (T)* 7120 N. Marks Ave., Ste 110 Fresno, CA 93710 (559) 981-5534		Outpatient Substance Use Disorder treatment services
Prodigy Healthcare, Inc. (T)* 311 E. Merced St. Fowler, CA 93625 (559) 892-9452		Outpatient Substance Use Disorder treatment services
Transitions Children's Services 1945 N. Helm Ave., Suite 101 Fresno, CA 93727 (559) 222-5437		Outpatient Substance Use Disorder treatment services

LEGEND:

P - PREVENTION PROGRAM

T - TREATMENT PROGRAM

* - DRUG MED-CAL PROGRAM

Service Provider Name	Program	Services
WestCare California, Inc. (T)* 611 E. Belmont Ave. Fresno, CA 93701 (559) 981-5534		Outpatient Substance Use Disorder treatment services
California Health Collaborative (P) 1680 W. Shaw Ave Fresno, CA 93711 (559) 244-4526	PATH Project Lock-It Up Project Substance Abuse Prevention	Marijuana Prevention Prescription Drug Prevention
Youth Leadership Institute (P) 1749 L St. Fresno, CA 93721 (559) 255-3300	Alcohol Initiative Friday Night Live/Club Live/Kids Live	Youth-Driven Underage & Bing Drinking Prevention Programs
LPC Consulting Services (P) 1451 River Park Dr., Suite 100 Sacramento, CA 95815 (916) 448-8026		Prevention Services Evaluator
Department of Public Health (P) 1221 Fulton Mall Fresno, CA 93721 (559) 600-3200	Tobacco Prevention Nutrition & Physical Activity Communicable Disease Chronic Disease Prevention Oral Health Local Dental Pilot Project	Presentation & Materials Prevention Services

LEGEND:

P - PREVENTION PROGRAM

T - TREATMENT PROGRAM

* - DRUG MED-CAL PROGRAM