

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of April, 2021, 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**, a Political Subdivision of State of California, whose address is 2309 Tulare Street, Fresno, CA 93721-2287, hereinafter referred to as "FUSD".

WITNESSETH:

WHEREAS, COUNTY's Department of Social Services (DSS) is the manager of client case data regarding foster children who are involved in the Child Protective Services (CPS) system and;

WHEREAS, FUSD manages the educational records pertaining to students in their district including children living in foster care; and

WHEREAS, the educational success and wellbeing of children living in foster care would be improved by the mutual exchange of information between the COUNTY and FUSD.

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

1. RESPONSIBILITIES OF COUNTY

A. COUNTY shall provide FUSD with an electronic list of children living in foster care who are attending school in FUSD, which shall be uploaded on a weekly basis to FUSD's designated contact person. This list shall include the child's name, gender, and birth date.

B. COUNTY shall identify a contact person for FUSD regarding FUSD school children in foster care.

2. RESPONSIBILITIES OF FUSD

A. FUSD shall provide COUNTY with electronic reports containing educational data regarding FUSD students who are identified as students in foster care quarterly. Reports shall be coded to protect the identity of foster children and ensure confidentiality as stated herein.

B. FUSD shall designate a contact person for COUNTY's DSS who shall:

1. Receive from COUNTY's DSS designee, an electronic list of children living in foster care who are attending school in FUSD, as specified in Section 1.A. above;

1 2. Keep electronic or paper-based lists only at FUSD's Department of
2 Prevention and Intervention office located at 1350 "M" Street, Fresno, CA 93721 in locked files;

3 3. Ensure only FUSD's designated staff and FUSD's school administrators,
4 school social workers, school counselors, school psychologists, guidance learning coordinators, and
5 teachers have access to this list of children.

6 C. FUSD shall connect COUNTY's DSS designated computers so that COUNTY is
7 able to use the Internet and FUSD's Virtual Private Network (VPN) equipment to access FUSD's
8 Student Information System and retrieve on an inquiry only basis, educational records of children
9 currently in foster care or pending involvement within COUNTY's DSS CPS system, including but
10 not limited to those records pertaining to attendance, discipline, and grades. COUNTY's personnel
11 must follow standard security procedures to initiate access by first contacting FUSD's Department
12 of Prevention and Intervention.

13 **3. TERM**

14 This Agreement shall become effective July 1, 2021 and shall terminate on the 30th day
15 of June, 2024.

16 This Agreement may be extended for two (2) additional consecutive twelve (12) month
17 periods upon written approval of both parties no later than thirty (30) days prior to the first day of
18 the next twelve (12) month extension period. The DSS Director or designee is authorized to execute
19 such written approval on behalf of COUNTY.

20 **4. TERMINATION**

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

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

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

- 1 3) A substantially incorrect or incomplete report submitted to COUNTY;
2 4) Improperly performed service.

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

11 C. Without Cause – Under circumstances other than those set forth above, this
12 Agreement may be terminated by FUSD or COUNTY upon the giving of thirty (30) days advance
13 written notice of an intention to terminate.

14 **5. COMPENSATION**

15 Both parties agree services conducted pursuant to the terms and conditions of this
16 Agreement shall be performed without the payment of any monetary consideration by FUSD or
17 COUNTY, one to the other.

18 **6. INDEPENDENT CONTRACTOR**

19 In performance of the work, duties and obligations assumed by FUSD under this
20 Agreement, it is mutually understood and agreed that FUSD, including any and all of FUSD's
21 officers, agents and employees will at all times be acting and performing as an independent
22 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
23 joint venturer, partner or associate of COUNTY. Furthermore, COUNTY shall have no right to
24 control or supervise or direct the manner or method by which FUSD shall perform its work and
25 function. However, COUNTY shall retain the right to administer this Agreement so as to verify
26 that FUSD is performing its obligations in accordance with the terms and conditions thereof. FUSD
27 and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if
28 any, of government authorities having jurisdiction over matters which are directly or indirectly the

1 subject of this Agreement.

2 Because of its status as an independent contractor, FUSD shall have absolutely no right
3 to employment rights and benefits available to COUNTY employees. FUSD shall be solely liable
4 and responsible for providing to, or on behalf of, its employees all legally-required employee
5 benefits. In addition, FUSD shall be solely responsible and save COUNTY harmless from all
6 matters relating to payment of FUSD's employees, including compliance with Social Security,
7 withholding and all other regulations governing such matters. It is acknowledged that during the
8 term of this Agreement, FUSD may be providing services to others unrelated to COUNTY or to this
9 Agreement.

10 **7. MODIFICATION**

11 Any matters of this Agreement may be modified from time to time by the written
12 consent of FUSD and COUNTY without, in any way, affecting the remainder.

13 **8. NON-ASSIGNMENT**

14 Neither party shall assign or transfer this Agreement nor their rights or duties under this
15 Agreement without the prior written consent of the other party.

16 **9. HOLD-HARMLESS**

17 FUSD agrees to indemnify, save, hold harmless, and at COUNTY's request, defend
18 COUNTY, its officers, agents and employees from any and all costs and expenses, including
19 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
20 COUNTY in connection with the performance, or failure to perform, by FUSD, its officers, agents
21 or employees under this Agreement, and from any and all costs and expenses, including attorney
22 fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person,
23 firm or corporation who may be injured or damaged by the performance, or failure to perform, of
24 FUSD, its officers, agents or employees under this Agreement. In addition, FUSD agrees to
25 indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
26 non-compliance herein on the part of FUSD.

27 **10. INSURANCE**

28 Without limiting COUNTY's right to obtain indemnification from FUSD or any third

1 parties, FUSD, at its sole expense, shall maintain in full force and effect the following insurance
2 policies, or a program of self-insurance, including but not limited to, an insurance pooling
3 arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

4 A. Commercial General Liability

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

10 B. Automobile Liability

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

14 C. Professional Liability

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

18 D. Worker's Compensation

19 A policy of Worker's Compensation Insurance as may be required by the
20 California Labor Code.

21
22 FUSD shall obtain endorsements to the Commercial General Liability Insurance naming
23 the County of Fresno, its officers, agents, and employees, individually and collectively, as
24 additional insured, but only insofar as the operations under this Agreement are concerned. Such
25 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
26 insurance, maintained by the COUNTY, its officers, agents and employees shall be in excess only
27 and not contributing with insurance provided under the FUSD's policies herein. This insurance
28 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice

1 given to COUNTY.

2 Within thirty (30) days from the date FUSD signs this Agreement, FUSD shall provide
3 certificates of insurance and endorsements as stated above for all the foregoing policies, as required
4 herein, to the Fresno County Department of Social Services, 205 W. Pontiac Way, Bldg. 2, Clovis,
5 California 93612, Attention: Contract Analyst, or DSSContractInsurance@fresnocountyca.gov,
6 stating that such insurance coverages have been obtained and are in full force; that the County of
7 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;
8 that such Commercial General Liability insurance names the County of Fresno, its officers, agents
9 and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverage for additional insured shall
11 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
12 its officers, agents and employees, shall be excess only and not contributing with insurance
13 provided under FUSD's policies herein; and that this insurance shall not be cancelled or changed
14 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

21 **11. SUBCONTRACTS**

22 FUSD shall obtain written approval from COUNTY or COUNTY's Department of
23 Social Services Director, or designee before subcontracting any of the services delivered under this
24 Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of
25 this Agreement, and all applicable State and Federal regulations. FUSD shall be held primarily
26 responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless
27 otherwise expressly agreed to in writing by COUNTY. The use of subcontractors by FUSD shall
28 not entitle FUSD to any additional compensation than is provided for under this Agreement.

1 **12. CONFIDENTIALITY AND SECURITY**

2 All services performed by CONTRACTOR under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California, and/or local laws and regulations
4 relating to confidentiality. CONTRACTOR shall require its employees, agents, officers and
5 subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and
6 Institutions Code, as well as the California Department of Social Services (CDSS) Manual of
7 Policies and Procedures, Division 19-0000 and the California Department of Health Care Services
8 (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

9 A. All applications and records concerning any individual made or kept by any public
10 officer or agency in connection with the administration of any provision of the Welfare and
11 Institutions Code relating to Medicaid or any form of public social services for which grants-in-aid
12 are received by the State of California from the United States government shall be confidential, and
13 shall not be open to examination for any purpose not directly connected with the administration of
14 such public social services.

15 B. No person shall publish, disclose or use or permit or cause to be published or
16 disclosed any list of persons receiving public social services, except as is provided by law.

17 C. No person shall publish, disclose, or use or permit or cause to be published,
18 disclosed or used any confidential information pertaining to an applicant or recipient, except as is
19 provided by laws.

20 CONTRACTOR shall inform all of its employees, agents, officers and subcontractors of the
21 above provisions and that any person knowingly and intentionally violating such provisions is
22 guilty of a misdemeanor.

23 In addition, CONTRACTOR, its employees, agents and officers shall comply, and require all
24 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement
25 between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy
26 and Security Agreement between the CDSS and the County of Fresno that is then in effect, both of
27 which together shall be referred to as "the Agreements" and are incorporated herein by this
28 reference. The current versions of both the DHCS and CDSS Privacy and Security agreements are

1 available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.
2 CONTRACTOR shall insure that all personally identifiable information (PII), as defined in the
3 Agreements, concerning program recipients shall be kept confidential and shall not be opened to
4 examination, publicized, disclosed, or used for any purpose not directly connected with the
5 administration of the program. CONTRACTOR shall use appropriate administrative, physical, and
6 technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach,
7 security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall
8 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at
9 dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents,
10 officers and subcontractors have received privacy and security training before accessing any PII and
11 have received refresher training annually, as required by the Agreements.

12 **13. DATA SECURITY**

13 For the purpose of preventing the potential loss, misappropriation or inadvertent
14 disclosure of COUNTY data including sensitive or personal client information; abuse of County
15 resources; and/or disruption to County operations, individuals and/or agencies that enter into a
16 contractual relationship with the COUNTY for the purpose of providing services under this
17 Agreement must employ adequate data security measures to protect the confidential information
18 provided to the FUSD by the COUNTY, including but not limited to the following:

19 A. Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to
20 County networks via personally owned mobile, wireless or handheld devices, except when
21 authorized by COUNTY for telecommuting and then only if virus protection software currency
22 agreements are in place, and if a secure connection is used.

23 B. Contractor-Owned Computers or Computer Peripherals may not be brought into the
24 COUNTY for use without prior authorization from the COUNTY's Chief Information Officer
25 and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a
26 secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private
27 Network) connection, or another type of secure connection of this type if any data is approved to be
28 transferred.

1 C. County-Owned Computer Equipment – FUSD or anyone having an employment
2 relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-
3 COUNTY premises without prior authorization from the COUNTY's Chief Information Officer
4 and/or designee(s).

5 D. FUSD may not store COUNTY's private, confidential or sensitive data on any hard-
6 disk drive.

7 E. FUSD is responsible to employ strict controls to insure the integrity and security of
8 the COUNTY's confidential information and to prevent unauthorized access to data maintained in
9 computer files, program documentation, data processing systems, data files and data processing
10 equipment which stores or processes COUNTY data internally and externally.

11 F. Confidential client information transmitted to one party by the other by means of
12 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
13 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

14 G. FUSD is responsible to immediately notify COUNTY of any breaches or potential
15 breaches of security related to COUNTY's confidential information, data maintained in computer
16 files, program documentation, data processing systems, data files and data processing equipment
17 which stores or processes COUNTY data internally or externally.

18 H. In the event of a breach of security related to COUNTY's confidential client
19 information provided to FUSD, COUNTY will manage the response to the incident, however,
20 FUSD will be responsible to issue any notification to affected individuals as required by law or as
21 deemed necessary by COUNTY in its sole discretion. FUSD will be responsible for all costs
22 incurred as a result of providing the required notification.

23 **14. INTERPRETATION OF LAWS AND REGULATIONS**

24 COUNTY reserves the right to make final interpretations or clarifications on issues
25 relating to Federal and State laws and regulations, to ensure compliance.

26 **15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

27 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply
28 with all applicable State, Federal and local laws and regulations governing projects that utilize

1 Federal Funds.

2 **16. AUDITS AND INSPECTIONS**

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

8 **17. NOTICES**

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

11 COUNTY

12 Director, Department of
13 Social Services
14 P.O. Box 1912
Fresno, CA 93718-1912

FUSD

Superintendent or designee
Fresno Unified School District
Education Center
2309 Tulare Street
Fresno, CA 93721-2287

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

19 **18. GOVERNING LAW**

20 The parties agree, that for purposes of venue, performance under this Agreement is to be
21 in Fresno County, California.

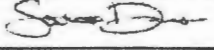
22 The rights and obligations of the parties and all interpretation and performance of this
23 Agreement shall be governed in all respects by the laws of the State of California.

24 **19. ENTIRE AGREEMENT**

25 This Agreement constitutes the entire Agreement between FUSD and COUNTY with
26 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
27 commitments, writings, advertisements, publications and understandings of any nature whatsoever
28 unless expressly included in this Agreement.

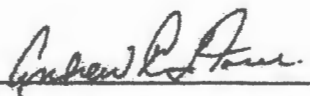
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR:**
5 **FRESNO UNIFIED SCHOOL DISTRICT**

6 By 

7 Print Name: Santino Danisi

8 Title: Chief Financial Officer

9
10 By 

11 Print Name: Andrew De La Torre

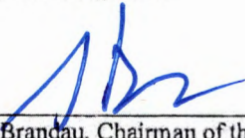
12 Title: Executive Director
13 Director of Risk Management, or Designee

14
15
16 Mailing Address:
17 2309 Tulare Street
18 Fresno, CA 93721
19 Phone No: (559) 457-3000
20 Attn: Superintendent or designee

21 **FOR ACCOUNTING USE ONLY:**

22 Fund/Subclass: 0001/10000
23 Organization: 56107001
24 Account: N/A
25
26
27
28

COUNTY OF FRESNO:

By 
Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
BERNICE E. SEJDEL
Clerk of the Board of Supervisors of the County of
Fresno, State of California

By 