# SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
# CONTRACT FOR SPECIAL SERVICES
# INDEPENDENT CONTRACTOR

**THIS CONTRACT** is entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereinafter referred to as "County"), and San Luis Coastal Unified School District, (hereinafter referred to as "District"), together "Parties".

## WITNESSETH

**WHEREAS**, County is interested in providing drug and alcohol prevention and treatment services in the Districts' Schools; and

**WHEREAS,** The County of San Luis Obispo Behavioral Health Department has staff that is specially trained, experienced, expert and competent to perform such special services; and

**WHEREAS,** it is understood and agreed by the parties that the District expects to receive an allocation of sufficient funds to pay for these special services.

**WHEREAS,** it is understood that the County anticipates to be compensated for Drug Medi-Cal outpatient substance use disorder treatment services that are provided and reimbursable through the State's Department of Health Care Services claims submission system.

**WHEREAS,** the parties understand and agree that this contract is entered into upon the condition that the District and County receive such funding, as set forth in 5. Termination for Non-appropriation of Funds.

**NOW, THEREFORE,** the parties mutually agree as follows:

1. **<u>Student Support Counseling:</u>**

   a. Scope of Services:

   The County will provide Prevention and Early Intervention Student Support Counseling (SSC) and related activities at the following locations:

      i. Up to 272 Hours (approximately 8 hours per week for 34 weeks) at San Luis Obispo High School.
      ii. Up to 272 Hours (approximately 8 hours per week for 34 weeks) at Morro Bay High School.
      iii. Up to 272 Hours (approximately 8 hours per week for 34 weeks) at Sinsheimer Elementary School.
      iv. Up to 272 Hours (approximately 8 hours per week for 34 weeks) at Bishop's Peak Elementary School.
      v. Up to 680 Hours (approximately 20 hours per week for 34 weeks) at Laguna Middle School.
      vi. Up to 680 Hours (approximately 20 hours per week for 34 weeks) at Pacific Beach Continuation School.

   b. Service Specifications

1) Services provided are intended to reduce risk factors for developing a substance use disorder or mental illness, and build protective factors to reduce negative outcomes among at risk youth and families. SSC addresses issues such as: alcohol and other drugs (AOD), bullying, self-harm, family issues, peer relationships, LGBT issues, violence, grief, and self-esteem. Services may include:
   i. Early intervention individual and group counseling services
   ii. Prevention activity development
   iii. Staff training and wellness education
   iv. Classroom presentations and parent programs
2) The County shall administer evaluation tools to assess the success of the services.
3) The County will report prevention and early intervention SSC services in the Department of Health Care Services (DHCS) California Outcome Measurement Service (CalOMS) Prevention system as required by DHCS.

c. Measureable Outcomes
   1) Reduction in 30-day drug and/or alcohol use
   2) Reduction in disciplinary referrals
   3) Maintenance or improvement in school attendance
   4) Maintenance or improvement in grades
   5) Improvement in wellness

**2. <u>Drug Medi-Cal Treatment Services:</u>**

a. Scope of Services:
   1) The County will provide Substance Use Disorder Treatment Services to students who are identified by the SSC as in need to treatment services, meet medical necessity for substance use disorder treatment services, and are authorized by District at the following location:
      i. Pacific Beach Continuation School

b. Service Specifications.
   1) County shall provide authorized substance use disorder treatment services to students and their families including but not limited to the following:
      i. Assessment
      ii. Treatment Plan Development
      iii. Collateral Services
      iv. Group Counseling
      v. Discharge Planning
      vi. Crisis Intervention Services
      vii. Care Management
   2) County agrees to each of the following as a term and condition under this Contract as it relates to service delivery:

i. County will be compensated for Drug Medi-Cal outpatient substance use disorder treatment services that are provided and reimbursable through the State's Department of Health Care Services claims submission system.

ii. County shall document appropriately all Drug Medi-Cal services described above in paragraph b. 1 and properly code services to ensure the documentation meet the State's Drug Medi-Cal standard for reimbursement, as indicated in Title 22 California Code of Regulations Section 51341.1.

iii. County shall maintain appropriate Drug Medi-Cal Certification and State of California Alcohol and Drug Treatment Programs Certification, as required, in order to provide outpatient substance use disorder treatment services in the sites indicated by District.

iv. County may conduct drug testing for students in District's schools that meet applicable federal and state standards and protocols at the County's sole expense as indicated in the Treatment Protocols and required by the Medical Director.

3) County will conduct and submit CalOMS admission, discharge, and annual updates on every client for which reimbursement is sought. County will comply and submit all information and corrections to CalOMS within seven (7) business days.

4) County will maintain and submit monthly DATAR and waiting list information to the County's Drug and Alcohol Services Division Administrative Services Officer for submission to the State Department by the fifth (5th) of the following month.

5) County agrees to each of the following as a term and condition under this Contract as it relates to service delivery:

i. County shall provide a licensed physician as Medical Director to determine medical necessity for drug treatment and services that require such oversight and supervision. The Medical Director shall also be responsible for conducting physicals of the students and/or reviewing the Health Questionnaire filled out by students; approving admissions into the treatment program or providing a waiver for the physical; approving the "medical necessity" of treatment to be provided to the students via the Diagnostic Review form and Treatment Plan; reviewing and signing all Treatment Plans, per student, every 90 days; reviewing and signing all justification for continuing treatment, per student, every 6 months.

c. Referral Process

1) Students in Districts Substance Use Disorder Treatment program are referred by multiple sources. Referral sources may include: parents, school staff, probation, department of social services, other County programs, and self-referral.

**3. <u>Compensation, Billing, and Payment.</u>**

a. Compensation

1) District shall pay to County any unreimbursed cost for services provided by the County staff, in the following manner;

i. The total payable by the District under the terms of this agreement to County shall not exceed eighty-five thousand four hundred eight dollars ($85,408) and payable at the following maximum amounts per site:

(1) Up to $12,444 for services provided at San Luis Obispo High School.
(2) Up to $12,444 for services provided at Morro Bay High School.
(3) Up to $8,160 for services provided at Sinsheimer Elementary School.
(4) Up to $8,160 for services provided at Bishop's Peak Elementary School.
(5) Up to $20,400 for services provided at Laguna Middle School.
(6) Up to $23,800 for services provided at Pacific Beach Continuation School.

(a) District understands that in the event that the Drug Medi-Cal eligible billing falls below the assumed number of 15 billable hours per week, and County time on the Pacific Beach campus does not generate billable Drug Medi-Cal services will result in an increased cost of services, and service hours may be reduced as to avoid cost overrun.

b. Billing

1) County shall submit invoices to District semi-annually. The first invoice shall be for the period July 1 through December 31 and the second invoice shall be for the period January 1 through June 30. Should the first semi-annual invoice be for an amount over 50% of the total contract amount, County and District shall meet and confer in good faith to determine and implement appropriate measures to ensure that there will not be a cost overrun. Appropriate measures to prevent contract dollar amount overrun may include service reductions or adjustments and/or changes to the contract to increase District's reimbursement of County for non-reimbursed expenditures. These measures shall not include any reduction in the amount of compensation County receives for services under this Contract. District hereby expressly warrants that it will exercise its best efforts to ensure that there is no such cost overrun.

2) District will pay County for services within 30 days.

**4. <u>Effective Date and Duration</u>.**

The effective date and duration of this contract shall commence on the date County signs this contract with an effective operating date of September 1, 2015 and ending June 30, 2016. All services provided by the County prior to the effective date are ratified as having been provided pursuant to and at the rates specified in this contract.

a. District's governing board and County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from September 1, 2015 to the date District's governing board and County Board of Supervisors is executing this contract and which were intended in the best interest of the public health and welfare. District's governing board and County Board of Supervisors expressly authorize the retroactive effective date under this contract to September 1, 2015. District's governing board and Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after September 1, 2015**.**

**5. <u>Termination for Non-appropriation of Funds.</u>**

During the term of this Contract, if the State or federal government terminates or reduces its funding for services that are to be provided under this Contract, then parties may elect to terminate this Contract by giving written notice of termination effective immediately or on such other date as parties specify in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by District and the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or District School Board, and provision of State or Federal funding source. If Parties notify each other in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to District to reflect the reduced amount.

**6. Termination of Contract for Convenience of Either Party.**

Either party may terminate this Contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 60 calendar days after the date of the notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all hours satisfactorily completed at the above stated service rates, and not previously paid through monthly payments prior to the effective date of said termination.

**7. Termination of Contract for Cause.**

If either party fails to perform its duties under this Contract, or if either party breaches any of the material terms or provisions of the Contract, then the non-breaching party shall have the right to terminate this Contract effective immediately upon giving written notice thereof to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of such termination. If the termination for cause is defective for any reason, including but not limited to reliance on erroneous facts concerning performance, or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to County under paragraph 2 above

**8. Entire Agreement and Modification.**

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. County shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. County specifically acknowledges that in entering into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.

**9. Enforceability.**

If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**10. Employment Status.**

The County and its officers, employees or agents shall, during the entire term of the Contract, be construed to be an independent Contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise direction or control over the professional manner in which County performs the services which are the subject matter of this Contract. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services. County understands and agrees that County's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance; or for membership in any District retirement program; or for paid vacation, sick leave or other leave, with or without pay; or for any other benefit which accrues to a District employee.

**11. Warranty of County.**

County warrants that County and each of the personnel employed or otherwise retained by County for services performed pursuant to this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**12. California Law and Venue.**

It is agreed that this Contract shall be governed by the laws of the State of California. This contract is made, executed and performed in the County of San Luis Obispo. Said county shall be the venue for all legal actions pertaining to this contract.

**13. Indemnification.**

To the fullest extent permitted by law, District shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with County's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

**14. Confidentiality.**

Services provided by County are confidential in nature. All client service records shall be maintained by County and not shared with District, its officers, agents or employees except as authorized by law. Confidential information obtained by District, its officers, agents or employees, in the course of receiving services under this contract, including without limitation, the identity of program participants or the fact that services are being provided, may not be disclosed unless District secures prior written authorization from County Drug and Alcohol Services. District and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.

**15. Legal Compliance.**

Each party shall comply with all laws as may be applicable for the provision of services within the scope of this contract.

**16. Delegation of Authority.**

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Behavioral Health Administrator the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to County up to the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Behavioral Health Administrator and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

**17. Records.**

a. County shall keep complete and accurate records as required by law for the services performed pursuant to this Contract. Those records shall only be releasable in accordance with appropriate provisions of law.

b. County shall assure the confidentiality of any records that are required by law to be so maintained.

c. HIPAA. County and District shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA). County shall train all of its personnel regarding the requirements of the Act. County shall implement all privacy protections to individual's identifiable protected health information.

**18. Notices.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Anne Robin, LMFT, Behavioral Health Administrator
San Luis Obispo County
Behavioral Health Services
2180 Johnson Avenue
San Luis Obispo, CA 93401

and to District at:

Superintendent
San Luis Coastal Unified School District
1500 Lizzie Street
San Luis Obispo, CA 93401

**19. Special Conditions.**

**Fingerprinting**: County will, at its own expense, provide fingerprinting clearance for all its school site counselors, from the California Department of Justice prior to beginning unsupervised service to District students.

**Certification:** The County certifies that no employee rendering services under this agreement has been convicted of a violent or serious felony.

**Fire Clearance Certificate.**

District shall provide to County, no later than August 31st of each year, a copy of the current fire clearance certificate for each site at which County provides Drug-MediCal services.

**20. Child Abuse Reporting.**

County shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et eq. County shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.

**21. Fire Clearance Certificate.**

District shall provide to County, no later than August 31st of each year, a copy of the current fire clearance certificate for each site at which County provides services.

**IN WITNESS WHEREOF** County and District have executed this Contract on the day and year hereinabove set forth.

SAN LUIS COASTA UNIFIED SCHOOL DISTRICT
A California Public School District

By: Eric Prater Date August 28, 2015

Eric Prater, Ed.D,
Superintendent
San Luis Coastal Unified School District

COUNTY COUNSEL

APPROVED AS TO FORM AND
LEGAL EFFECT:

RITA L. NEAL
COUNTY COUNSEL

By: _____ Dated: 8/28/15
Deputy County Counsel

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____ Dated: _____
Chairperson, Board of Supervisors

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors