

TEMPLETON 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 Templeton Unified School District, (hereinafter referred to as "TUSD").

WITNESSETH

WHEREAS, TUSD has need for special services and advice; 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 TUSD expects to receive an allocation of sufficient funds to pay for these special services. The parties understand and agree that this contract is entered into upon the condition that TUSD receives such funding.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services.

The County of San Luis Obispo Behavioral Health Department will provide the following services:

- a. Up to 150 hours (5 hours per week for 30 weeks) of student support counseling (SSC) to be provided at Templeton High School. Services will be delivered at TUSD and will include drug and alcohol early intervention counseling services, prevention activity development, staff training, and classroom presentations.
- b. Up to 30 hours (1 hour per week for 30 weeks) of student support counseling (SSC) to be provided at Eagle Canyon High School. Services will be delivered at TUSD and will include drug and alcohol early intervention counseling services, prevention activity development, staff training, and classroom presentations.

2. Compensation, Billing, and Payment. TUSD shall pay to County as compensation in full for all services performed by County, pursuant to this contract at a rate of \$45.75 per hour, with the total contract amount not to exceed \$8,235.00. County will bill TUSD annually at or near completion of services. TUSD will pay County for services within 30 days.

3. Effective Date and Duration. 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, 2011 and ending June

30, 2012. 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.

4. Termination for Non-appropriation of Funds. TUSD expects to receive an appropriation of funds sufficient to pay for services provided under this contract. In the event that TUSD does not receive this appropriation, upon written notice of non-appropriation to the County, this contract will immediately terminate. 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
5. 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.
6. 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.
7. 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.

8. 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.
9. 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 TUSD 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 TUSD group plan for hospital, surgical or medical insurance; or for membership in any TUSD retirement program; or for paid vacation, sick leave or other leave, with or without pay; or for any other benefit which accrues to a TUSD employee.
10. 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.
11. 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.
12. Indemnification. TUSD shall defend, indemnify and hold harmless County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including the TUSD, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of County, its officers and employees.
13. Confidentiality. Services provided by County are confidential in nature. All client service records shall be maintained by County and not shared with TUSD, its officers, agents or employees except as authorized by law. Confidential information obtained by TUSD, 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 TUSD secures prior written authorization from County Drug and Alcohol Services. TUSD 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.

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

15. 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 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.

16. 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:

Amy Olson, Administrative Services Officer
San Luis Obispo County
Behavioral Health Services
2180 Johnson Avenue
San Luis Obispo, CA 93401

and to TUSD at:

Templeton Unified School District
960 Old County Road
Templeton, CA 93465-9419

16. Special Conditions.

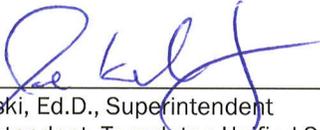
Fingerprinting: County will, at its own expense, provide fingerprinting clearance for all its school site counselors, from the California Department of Justice prior to beginning unsupervised service to District students.

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

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

Nothing further follows except signatures.

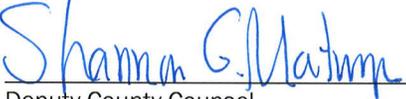
TEMPLETON UNIFIED SCHOOL DISTRICT

By:  Date 11/3/11
Joe Koski, Ed.D., Superintendent
Superintendent, Templeton Unified School District

COUNTY COUNSEL REVIEW AND APPROVAL BLOCK

This contract has been reviewed and approved as to form and legal effect.

Warren R. Jensen
County Counsel

By:  Date 11/9/11
Deputy County Counsel

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

By: _____ Date _____
Chairman of the Board of Supervisors

ATTEST:

JULIE RODEWALD
County Clerk and
Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

BY: _____
Deputy Clerk