

**SAN RAFAEL CITY SCHOOL DISTRICT**

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES**

This Independent Contractor Agreement for Special Services (“Agreement”) is made as of the 8th day of August 2016, between the San Rafael City School District (“District”) and Family Service Agency of Marin (“Contractor”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“Services” or “Work”):
2. **Term.** Contractor shall commence providing services under this Agreement on September 1, 2016, and will diligently perform as required and complete performance by June 30, 2017.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers’ Compensation Certificate
<u>  X  </u>	Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
_____	_____
_____	_____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500). District shall pay Contractor according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District

for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the

Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## 12. Termination.

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Contractor; or
  - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed(s) the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4. At the time of any termination of the contract, all District employee data shall be

returned to the District and all District employee information shall be purged from the contractor's system and records.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon

Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code Section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

San Rafael City School District  
 310 Nova Albion Way  
 San Rafael, CA 94903  
 ATTN: Michael Watenpaugh Ed.D  
 Superintendent

**Contractor**

Family Service Agency of Marin  
 555 Northgate Drive Suite 100  
 San Rafael, CA 94903  
 ATTN: Margaret R. Hallett  
 Director

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in California in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any

subsequent breach of the same or any other term, covenant, or condition herein contained.

**28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**San Rafael City School District**

**Family Service Agency of Marin Contractor**

Date: 8/3, 2016

Date: \_\_\_\_\_, 20\_\_

By: Michael Watenpaugh

By: \_\_\_\_\_

Print Name: Michael Watenpaugh Ed.D

Print Name: Margaret Hallett

Its: Superintendent

Its: Director

## AGREEMENT

THIS AGREEMENT is entered into on July 1, 2016, by and between FAMILY SERVICE AGENCY OF MARIN, division of Buckelew Programs, a private, non-profit community based organization (hereinafter referred to as FSA), and the SAN RAFAEL CITY SCHOOLS DISTRICT (hereinafter referred to as "DISTRICT")

### REPRESENTATIONS

FSA has experience, capabilities, and expertise in the conduct of its TeenScreen Program (including supplies, equipment, material, and labor) and performance of such services is consistent with its mission. These services will be provided by FSA, its employees, agents, or contractors, in support of the educational activities of the DISTRICT as required for operations and in compliance with applicable law. The exact nature of these services and the locations for provision of the services are included in Exhibit I, Scope of Services, which is attached hereto and made a part of this agreement by reference.

**1.0 Term of Agreement:**

Period of this Agreement is to be effective on or about September 2016 through June 30, 2017.

**2.0 Scope of Services:**

The work to be performed pursuant to this Agreement is set forth in Exhibit I, which is attached hereto and incorporated herein by reference.

**3.0 Indemnification:**

FSA shall defend, indemnify and hold the DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of FSA, its officers, employees and agents.

The DISTRICT shall defend, indemnify and hold FSA, its officers, employees, agents, guests or invitees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, employees and agents.

FSA will in no event be liable to the DISTRICT or to any third party for any damage to persons or property resulting from any act or omission of any vendor, contractor, or supplier providing services under this Agreement.

**4.0 Insurance:**

Each party agrees to effect and maintain, adequate comprehensive public liability and property damage insurance or equivalent programs of self-insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$500,000; Personal and Advertising Injury: \$1,000,000; and General Aggregate: \$3,000,000.

The above insurance shall state that the same may not be altered or canceled to any party's detriment without thirty (30) days prior written notice to the other party. Each party agrees to provide the other party with certificates showing such insurance to be in force.

If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It should be expressly understood, however, that the coverages herein shall not in any way limit the liability of any party. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the parties, its officers, agents, and employees.

Each party agrees to maintain Workers' compensation as required under California State Law. Prior to the commencement of this contract, each party agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. Each party agrees to provide the other party with certificates showing such insurance to be in force, and naming the other party as an additional insured. Each party agrees that it will give the other party

thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

Prior to the commencement of this Agreement, each party must be in receipt of the other party's Certificate of Insurance. Copies of insurance certificates are to be mailed to:

For FSA:

Attention: Margaret Hallett  
Director  
Family Service Agency of Marin  
555 Northgate Drive, Suite 100  
San Rafael, CA 94903

For DISTRICT:

Attention: Dr. Michael Watenpaugh  
Superintendent of Schools  
San Rafael City Schools District  
310 Nova Albion Way  
San Rafael, CA 94903

**5.0 Method of Payment:**

The DISTRICT agrees to provide payment to FSA in the amount of **\$9,500** for services rendered at each school site to be paid upon receipt of an invoice from FSA at the completion of the program at each site. The DISTRICT anticipates three school sites to be served this fiscal year for a total contracted amount of **\$28,500**.

**6.0 Interruption of Service:**

FSA shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, FSA's respective obligations hereunder shall resume. Except for mandatory services set forth in Exhibit 1, in the event the interruption of the excused FSA's obligations continues for a period in excess of thirty (30) days, FSA shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**7.0 Effect of Termination:**

Either party may terminate this Agreement at any time for any reason upon one sixty (60) days' prior written notice.

In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default with thirty (30) days after written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice of termination with an immediate effect to the defaulting party.

Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

**8.0 Notice:**

Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service or by deposit in the U.S. Mail, postage prepaid, addressed to the parties as follows:

For FSA:

Attention: Sarah Chapman  
Clinical Director  
Family Service Agency of Marin  
555 Northgate Drive  
San Rafael, CA 94903

For DISTRICT:

Attention: Dr. Michael Watenpaugh  
Superintendent of Schools  
San Rafael City Schools District  
310 Nova Albion Way  
San Rafael, CA 94903

**9.0 Confidentiality**

Except as required by applicable law, for the term of this Agreement and for 5 years thereafter, each party shall exert its best efforts not to use or disclose to any party information received or created as a result of this Agreement that has been defined by the parties as confidential without prior written consent of the affected party. Information disclosed by a party to the other party pursuant to this Agreement, and designated as confidential by the disclosing party, shall be

deemed Confidential Information. FSA shall maintain the confidentiality of proprietary information respecting the DISTRICT's material (hereinafter referred to as "Material"). This obligation does not apply to information that was known to FSA prior to its receipt from the DISTRICT, that is independently developed by FSA, or becomes known at any time to third parties through no fault of FSA. FSA will use reasonable efforts to protect the confidentiality of such information while in its possession, but the DISTRICT acknowledges that FSA does not have financial resources to sustain liability for disclosure of confidential information and cannot guarantee confidentiality.

**9.1 Return of Confidential Information**

Unless otherwise agreed to in writing, after the expiration or termination of this Agreement, or upon written request of the respective party, a party shall within (60) sixty of days after the mailing of the written request shall return to requesting party all Confidential Information relating to the subject matter of this agreement, including any and all copies thereof. FSA may retain a copy of the any resulting data and use it for its clinical purposes.

**10.0 Independent Contractor:**

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

The parties agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

Services provided pursuant to this Agreement shall be provided by employees, agents, or contractors of FSA.

**11.0 Waiver:**

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The failure of either party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.

**12.0 Exhibits:**

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

**13.0 Governing Law; Severability:**

California law shall govern the interpretation and enforcement of this Agreement. Any litigation or other mutually agreed-upon dispute resolution between the parties shall take place in Marin County, California; both parties waive any objection to personal jurisdiction or venue in any forum located in that County. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

It is further agreed that if either party is prohibited by law from performing any term and/or condition of this Agreement, the affected party's performance shall be deemed excused with respect to that specific term and/or condition. However, the affected party shall be obligated to perform any and all other terms and /or conditions not prohibited by law.

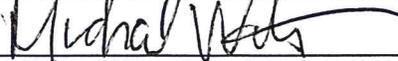
**IN WITNESS, WHEREOF**, intending to be legally bound, each party has caused this Agreement to be signed by its duly authorized officer as of the day and year written below.

**FAMILY SERVICE AGENCY OF MARIN**

\_\_\_\_\_  
Margaret R. Hallett  
Director  
Family Service Agency of Marin

\_\_\_\_\_  
Date

**SAN RAFAEL CITY SCHOOLS DISTRICT**

  
\_\_\_\_\_  
Dr. Michael Watenpaugh  
Superintendent of Schools  
San Rafael City Schools District

8/3/16  
\_\_\_\_\_  
Date

## **Exhibit I: Scope of Services**

The purpose of this document is to outline the scope of services to be provided by the Family Service Agency of Marin TeenScreen Program (FSA) at two High Schools (Schools) and one Middle School within the San Rafael City Schools District regarding the implementation of the Stanford University TeenScreen Program. The FSA TeenScreen program was created by Columbia University now overseen by Stanford University. The goal of the FSA TeenScreen Program is to offer free and voluntary mental health check-ups to Bay Area youth. No child is screened without parental consent and participant assent is also required. The TeenScreen Program screens for risk factors associated with depression and other mental illnesses but does not make formal diagnoses. Parents of youth found to be at possible risk are notified and helped with connecting to local mental health services. The FSA TeenScreen Program does not recommend or endorse any particular kind of treatment for the youth who are identified by the screening. The results of the screen are confidential medical information and are not shared with educational staff. All student TeenScreen files are stored in locked file cabinets at FSA.

### **Upon acceptance of this Agreement, the FSA TeenScreen Program will:**

- Provide trained TeenScreen mental health professionals formally affiliated with FSA to complete all aspects of the TeenScreen mental health screening program implementation at the Schools.
- Screen youth on dates mutually selected by the Schools and FSA.
- Screen only those students whose parent or guardian has signed a consent form authorizing their child to participate in the TeenScreen program.
- Screen only those students who, in addition to gaining parental consent, have signed an assent form agreeing to voluntarily participate in the TeenScreen program.
- Screen an agreed upon number of youth in a 3-month period using the Diagnostic Predictive Scales (DPS), a computer-based screening program licensed to FSA by Columbia University that screens for risk factors associated with mental illnesses and substance abuse.
- Maintain screening records in a way that protects students' confidentiality to the extent permitted by law.
- Provide a free, on-site clinical interview with a mental health professional affiliated with FSA to youth who screen positive on the DPS for risk factors associated with mental illness and substance abuse to assess whether further evaluation is recommended.
- Design a mutually agreed upon crisis protocol with the Schools staff in the unlikely event that one should be needed.
- Contact parents or guardians, provide case management, and oversee referral for all youth and families from the Schools who accept referrals to mental health services.
- Provide information and answer questions from students and/or families at the Schools regarding the TeenScreen Program and adolescent mental health.
- Provide aggregate data of screening results (including but not limited to number of youth screened, number of positive screens, and number of youth referred to services) to the San Rafael City Schools District Office of the Superintendent and to the Schools at the conclusion of the screening period.

### **Upon acceptance of this agreement, the San Rafael City Schools District will work with the FSA TeenScreen Program to:**

- Designate a Project Lead at each of the Schools who will work closely with the TeenScreen Project Coordinator.
- Publicize the project at the Schools.
- Respond to faculty, staff and parent inquiries about the San Rafael City Schools District and the Schools' decision to participate in the TeenScreen Program.
- Facilitate distribution of parent consent forms and student assent forms as necessary.
- Provide TeenScreen staff opportunity to give Q & A sessions and/or presentations about TeenScreen and/or adolescent mental health to students and parents.
- Select which classes and class periods will participate in screening and notify appropriate teachers.
- Select mutually agreed upon screening dates and times.
- Provide screening space that meets the needs of the implementation plan, including student confidentiality.