

AGREEMENT FOR USE OF FACILITIES

This Agreement for Use of Facilities (“Agreement”) is approved and entered into as of this 1 day of January, 2021 (“Effective Date”), by and between the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (“PRJUSD”) and CALIFORNIA CHILDREN’S SERVICES (“CCS”) (individually a “Party and collectively the “Parties”).

RECITALS

WHEREAS, PRJUSD is the owner of certain real property located at the following location:

Meadowlark Education Center
(Virginia Peterson Elementary School)
2501 Beechwood
Paso Robles, CA 93446

Commonly known as the Medically Fragile Buildings, as more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, CCS desires the use a portion of the Property, specifically the CCS rooms within the Medically Fragile Buildings (“Facilities”) to conduct medically necessary physical and occupational therapy services, pursuant to Government Code section 7575 and Title 2 of the California Code of Regulations section 60310, and as specified in the Local Interagency Agreement revised March 2012, attached hereto as Exhibit “B” (“LIA”); and

WHEREAS, PRJUSD is willing to grant to CCS a license for the use of the Facilities highlighted yellow in Exhibit “A” in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties desire by this Agreement to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of Facilities.

PRJUSD grants a license to CCS to use the Facilities for the limited purposes of conducting medically necessary physical and occupational therapy services, pursuant to Government Code section 7575 and Title 2 of the California Code of Regulations section 60310, and as specified in the Local Interagency Agreement revised March 2012 (“Program”). CCS may access and use the Facilities for its Program Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. only (“designated hours”). Any reference to CCS’s use of the Facilities shall include use by CCS’s employees, contractors, volunteers or invitees. Should CCS desire to use the Facilities at any time outside of the designated hours, CSS shall request such additional time in writing and such time will be granted at the sole discretion of PRJUSD.

Section 2. Term.

The term of this Agreement shall be for one (1) year from the Effective Date (“Term”) and shall renew annually, so long as the LIA is in effect. If the LIA terminates, this Agreement shall terminate immediately. This Agreement may be terminated immediately by PRJUSD (1) if CCS is in material breach of the Agreement or (2) if PRJUSD determines there are unsafe and/or dangerous conditions, or threats to life or property. Either Party may terminate the Agreement without cause upon six (6) months’ advance written notice to the other Party.

Section 3. Conditions to Use.

(a) Repair of Facilities. CCS shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by CCS, its employees, volunteers or invitees. CCS shall notify PRJUSD immediately of any damage caused to the Facilities. In the event that CCS fails to repair or replace the Facilities, PRJUSD may, at PRJUSD’s sole discretion, undertake any repair or replacement of the Facilities and CCS shall reimburse PRJUSD for the costs of such repairs or maintenance within thirty (30) days of invoice by PRJUSD. Repair of facility request will be brought forth to the San Luis Obispo County SELPA Governing Council for discussion of approval.

(b) Conduct of CCS, Employees, Volunteers and Invitees. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities. CCS shall provide all necessary supervision of its employees, volunteers and invitees while using the Facilities. CCS is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times. In the event the PRJUSD determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of CCS is failing to adhere to proper standards of public conduct, is in violation of any PRJUSD policy and/or is in any way disrupting the activities of PRJUSD’s employees and/or invitees, PRJUSD reserves the right to remove said individual, and/or require CCS to remove said individual from PRJUSD’s Property and prohibit future access to the Property.

(c) Insurance.

(i) Public Liability and Property Damage. CCS agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with CCS's use of the Facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Automobile Liability. CCS also agrees to maintain in full force and effect with regard to any CCS owned vehicles which CCS brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iii) Workers' Compensation. CCS shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. PRJUSD, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by CCS of the Facilities, CCS will provide PRJUSD with an endorsement(s) verifying such insurance and the terms described herein.

(vi) Joint Powers Authority. These insurance requirements may be satisfied through a joint powers agency, or similar entity, formed for the purpose of providing self-insurance to public entities.

(d) Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of PRJUSD, CCS shall indemnify, hold harmless, and defend PRJUSD, its trustees, officers, employees, representatives, volunteers, and agents ("PRJUSD Parties") against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against PRJUSD Parties, that may be asserted or claimed by any person, firm or entity for damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of CCS, its agents, officers, employees, contractors, volunteers, guests or invitees ("CCS Parties"), or resulting from CCS Parties' activities at the Property including the Facilities or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the Facilities.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(e) Access. The lock style, types of gates, and key/code authorization to be utilized at the Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property, as determined by PRJUSD.

Section 4. Compliance With Law.

CCS shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation PRJUSD, having jurisdiction over the Facilities. CCS shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the Facilities. CCS shall comply with requirements of state law regarding fingerprinting, background checks and medical clearance, as applicable.

Section 5. Legal Interpretation of Instrument.

The Parties expressly understand and agree that this Agreement constitutes a license for use of the Facilities. This Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. CCS acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by CCS against the PRJUSD, or by the PRJUSD against CCS. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in San Luis Obispo County.

Section 6. Attorneys' Fees.

If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each Party shall bear their own attorneys' fees.

Section 7. Entire Agreement; Amendment.

This Agreement, together with its attachments, including the LIA, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may not be changed except in writing executed by both Parties.

Section 8. Assignment.

CCS shall not assign this Agreement.

Section 9. Recitals.

The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 10. Ambiguities not to be Construed against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Section 11. Days/Holidays.

All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 12. Third Party Beneficiaries.

Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Section 13. Severability.

If any provision in 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 without being impaired or invalidated in any way.

Section 14. Waiver.

The waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant or condition.

Section 15. Scanned/Electronic Signatures; Counterparts.

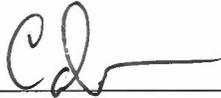
This Agreement may be executed and transmitted to any other Party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document. This Agreement and all amendments to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PRJUSD:

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

By: _____


Dr. Curt Dubost
Superintendent

CCS:

CALIFORNIA CHILDREN'S SERVICES

By: _____

Michael Hill
Health Agency Director
County of San Luis Obispo

Exhibit "A"

Schematic of Facilities with CCS rooms highlighted in Yellow

Attached

Meadowlark Education Center

2503 Beachwood Drive

Paso Robles, CA 93446

(805)769-1299

DSA # A03-105458

Exhibit A

-  Paso 2,977 sq t + 701 sq t common = **3,678 sqft**
-  CCS 2,007 sqft + 701 sqft common = **2,708 sqft**
-  Paso 4,106 sqft + 701 sqft common = **4,807 sqft**
-  *(Shared common 2,103 sqft- Kitchen, Restrooms, Hallway, Break Room)



Exhibit "B"

Local Interagency Agreement revised March 2012

Attached

Exhibit B

INTERAGENCY AGREEMENT

BETWEEN

**SAN LUIS OBISPO COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA**

AND

**SAN LUIS OBISPO COUNTY PUBLIC HEALTH
DEPARTMENT, CHILDREN'S MEDICAL SERVICES,
CALIFORNIA CHILDREN SERVICES,
MEDICAL THERAPY PROGRAM**

July, 2000

**Revised November 2005, May 2009,
February 2011, March 2012**

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INTERAGENCY AGREEMENT

San Luis Obispo County SELPA/California Children Services

Introduction

This Interagency Agreement was developed by representatives of the San Luis Obispo County Special Education Local Plan Area, and California Children Services with input from the Local Education Agencies (LEAs). The purpose of this agreement is to specify the physical and occupational therapy services to be provided by CCS to eligible students within the San Luis Obispo County SELPA as part of their IEP and to specify the space and equipment for occupational and physical therapy to be provided for CCS by the San Luis Obispo County SELPA. This agreement is based upon a common interest in building a collaborative relationship, which results in the design and delivery of programs and services, which promote the physical health, and education of the student in the least restrictive environment.

It is intended to fulfill federal, state and local laws, regulations, standards and guidelines, ensuring the provision of medically necessary therapy services for all students with identified special needs. This agreement shall be reviewed annually by the participating agencies and approved as written or amended on or before July 1 of each year.

The intent of this agreement is to:

1. Determine, clarify and coordinate each agency's responsibilities to the student and his/her family, including which services are to be provided by each agency.
2. Establish a means of joint planning

which will ensure local resources are developed and utilized in the most effective manner including commitment of resources based on identified needs, and delineation of each agency's fiscal responsibilities in providing needed services to the individual.

3. Establish, facilitate and maintain communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.
5. Establish procedures for reviewing and updating the interagency agreement as necessary.
6. Provide an uninterrupted flow of education to the student as indicated in each Individualized Education Plan and of therapy services as indicated in the CCS Medical Therapy Plan.
7. Assure non-duplication of service.

Explanation of Abbreviations

CCS	California Children Services
DME-R	Durable Medical Equipment-Rehabilitation
IEP	Individualized Education Plan
IFSP	Individualized Family Service Plan
LEA	Local Education Agency
MTC	Medical Therapy Conference
MTP	Medical Therapy Program
MTU	Medical Therapy Unit
OT	Occupational Therapy
PT	Physical Therapy
SELPA	Special Education Local Plan Area

ADMINISTRATION
Interagency Communication

EDUCATION will:

Appoint the SELPA Director as liaison to CCS.

Appoint the Director of Special Education in each LEA as the contact person.

CALIFORNIA CHILDREN SERVICES will:

Appoint the CCS Supervising Therapist as the liaison to CCS.

Agency Roles and Responsibilities

EDUCATION will:

Provide the appropriate educational program and environment for individuals with exceptional needs according to the IEP and federal and state laws.

Utilize all services available through CCS before expending educational funds to provide such services to students with identified special needs.

Assess students who may need assistive technology for education needs.

Provide educationally based assistive technology based assessment.

CALIFORNIA CHILDREN SERVICES will:

Under medical supervision, provide medically necessary OT and PT services in accordance with the CCS approved therapy plan and CCS policies and guidelines.

Assure that services provided by physicians and OT/PT are in accordance with state licensure or national certification and professional ethics.

Assess clients for assistive technology, which is medically related.

Work collaboratively with educators to assess students for technology dependent needs which are medically necessary in accordance with CCS policies and procedures.

Staff Development

EDUCATION will:

Share information with CCS regarding relevant SELPA/LEA staff development activities.

CALIFORNIA CHILDREN SERVICES will:

Share information with SELPA/LEAs regarding relevant CCS staff development activities.

Agency-to-Agency Dispute Resolution

EDUCATION will:

Ensure that the dispute resolution procedures not interfere with the right of a student with a disability to receive a free, appropriate public education.

Agree to work cooperatively with CCS.

Make every attempt to resolve a dispute at the lowest possible administrative level.

Seek resolution of a dispute through involvement of the SELPA Director prior to requesting intervention by the Superintendent of Public Instruction.

CALIFORNIA CHILDREN SERVICES will:

Ensure that the dispute resolution procedures not interfere with the right of a client with a disability to receive a free, appropriate public education.

Agree to work cooperatively with SELPA and the LEAs.

Make every attempt to resolve a dispute at the lowest possible administrative level.

Seek resolution of a dispute through involvement of the CCS Supervising Therapist prior to requesting intervention by the Southern California Regional Office of CCS.

Facilities

EDUCATION will:

Provide the MTU with the facility space necessary to provide therapy services per current state guidelines with state approval.

Maintain the MTUs/satellites open and available on a twelve-month basis for the exclusive use of the staff when MTP services are being provided.

Provide adequate, accessible storage for MTP equipment on the MTU/satellite, when needed.

Provide routine maintenance and custodial services to the MTU/satellite sites throughout the calendar year.

CALIFORNIA CHILDREN SERVICES will:

Collaborate with the LEA or SELPA to establish new MTUs/satellites and/or modify or relocate existing MTUs/satellites per current state guidelines and with state approval.

Utilize the MTU/satellites for the provision of MTP services including staff development and provider consultation.

Develop a plan when needed with the LEA and SELPA to utilize MTU/satellite space when not in use by the MTP staff.

Notify the responsible SELPA when non-routine maintenance is required for a MTP site.

Equipment and Supplies

EDUCATION will:

Establish an annual budget for CCS equipment.

Establish an annual budget for the replacement of office supplies as necessary. Such supplies are outlined in the state interagency agreement.

Allow for budget carryover into the next fiscal year.

Plan for cooperative use of equipment when not in use by the CCS.

Maintain ownership of and assume responsibility for any equipment purchased by SELPA for the MTP.

Repair and replace SELPA purchased equipment as necessary.

CALIFORNIA CHILDREN SERVICES will:

Determine the equipment and supplies needed for treatment at each MTU/satellite.

Submit to the SELPA, on a quarterly basis prior to April 15th, a list of equipment and supply needs not to exceed an annual budgeted amount.

For replacement of essential equipment CCS will submit to the SELPA a request prior to April 15th.

Plan for cooperative use of equipment when not in use by the CCS staff.

Instruct parents/caregivers/educational staff in the use and safety precautions of DME-R and prosthetics and orthotics recommended by the CCS for individual use.

Notify the responsible SELPA when replacement or repair of equipment is required for the safety of students.

Reimbursement of LEAs/SELPA for Medical Services to CCS Eligible Individuals

EDUCATION will:

When CCS cannot provide the therapy services in an approved therapy plan identified in the child's IEP, the attached letter between CCS and SELPA dated 10/17/01 shall be followed.

(see attached letter)

Federal law permits LEAs or SELPA to

CALIFORNIA CHILDREN SERVICES will:

CCS will make every reasonable effort to provide services to eligible clients.

CCS will follow guidelines of the Department of Health Care Services N.L.: 18-0901 Memorandum 10/17/2001 Reimbursement of LEAs or SELPA for Provision of Medically Necessary Therapy Services to Children Medically Eligible for CCS/Medical Therapy

EDUCATION will:

seek reimbursement for any related service identified in the child’s IEP that they provide or purchase on behalf of another state agency. Refer to Department of Health Care Services N.L:18-0901 Memorandum 10/17/2001. Reimbursement of LEA or SELPA for Provision of Medically Necessary Therapy Services to Children Medically Eligible for CCS/Medical Therapy Program (attachment).

CALIFORNIA CHILDREN SERVICES will:

Program (attachment).

***INDIVIDUAL’S SERVICE NEEDS
Referral, Assessment & Exchange of Information***

EDUCATION will:

Accept referrals from CCS of students suspected of needing special education services.

Facilitate any student under age 21 who has or is suspected of having a medical condition which is eligible for diagnostic or treatment services in contacting CCS.

Refer the parent to CCS when a student who has been receiving CCS therapy in another county moves to San Luis Obispo County.

Refer the parent to CCS when a student who has been receiving OT/PT per an out-of-state IEP and is suspected of having an eligible condition.

Submit referral packet and application for students who the IEP team may suspect is eligible for CCS services.

Evaluate students according to the assessment requirements of federal and state laws.

CALIFORNIA CHILDREN SERVICES will:

Refer students receiving services from CCS and suspected of needing special education assessment or services to the LEA.

Review LEA referrals of any student which meets criteria or appears to meet criteria for CCS services.

Inform the parent and the LEA within 5 days of determining medical eligibility.

Forward a copy of the approved OT/PT/CCS therapy summary and the MTP to the parent and, with parent consent, to the LEA case

EDUCATION will:

With parent consent, send an education representative to the Medical Therapy Conference and notify the CCS in advance of who will attend.

Schedule a IEP team meeting to be held within 60 days from the date parent consent for an assessment is received by the LEA.

Ensure confidentiality of the educational and medical records as required by federal and state laws regulations.

CALIFORNIA CHILDREN SERVICES will:

manager. When there is a change in the frequency and duration of the MTP, CCS shall identify the initiation date to be 10 days after receiving signature date of the managing physician.

Provide diagnostic, treatment, and CCS services according to program policies and guidelines within the approved time lines.

With parent consent, give reasonable notice to the LEA of a Medical Therapy Conference for students with an IEP.

Ensure confidentiality of the CCS medical records as required by federal and state laws and regulations.

IEP/IFSP

EDUCATION will:

Provide reasonable notice to the appropriate MTU/satellite of all IEP/IFSP team meetings for those students eligible for the MTP.

Attach the OT/PT/CCS MTP to the IEP/IFSP as documentation of the related service and identify CCS as an agency service provider.

With parent consent, send a copy of the IEP/IFSP to the MTP when CCS OT/PT services are included.

CALIFORNIA CHILDREN SERVICES will:

With parent consent, assure a CCS OT/PT participates in development of the IEP/IFSP by attendance or teleconference and written recommendations.

Limit the participation of the CCS OT/PT to discussion of the Medical Therapy Plan.

Collaborate with the IEP/IFSP team so as not to duplicate services.

Least Restrictive Environment

EDUCATION will:

Ensure that, to the maximum extent appropriate, students with disabilities are educated in the least restrictive environment.

CALIFORNIA CHILDREN SERVICES will:

Assist the LEA in evaluating those aspects of the student's physical disability relating to placement in the least restrictive environment.

Provision of Services in the Classroom

EDUCATION will:

Request classroom instruction, monitoring or observation for students with current Medical Therapy Plans.

CALIFORNIA CHILDREN SERVICES will:

Provide instruction, monitoring or observation in the classroom when requested by the teacher and when part of the student's current Medical Therapy Plan.

Transportation

EDUCATION will:

Provide transportation to and from the MTU/satellite during the hours of the student's school program when requested by the parent and included on the IEP/IFSP as a related service.

The case manager will work with CCS to coordinate scheduling that least impacts the student's schedule.

CALIFORNIA CHILDREN SERVICES will:

Inform the LEA-case manager of transportation needs when CCS OT/PT is included on the IEP/IFSP.

Make every effort to provide OT/PT at the closest MTU to the student's school site and will consider the student's schedule to ensure the least disruption to their academic instruction.

Procedural Safeguards/Due Process

EDUCATION will:

Inform parents of their procedural rights under federal and state law.

Participate with CCS in a due process hearing; take part in a local mediation panel, conference or due process hearing if convened.

CALIFORNIA CHILDREN SERVICES will:

Offer dispute resolution through physician expert opinion when the parent is in disagreement with the MTP decision.

If joined with education in a due process hearing, take part in a local mediation panel, mediation conference or due process hearing if convened.

Continue to provide the same level of OT/PT service until all parties agree upon the negotiated settlement or through order of a due process hearing.

INTERAGENCY AGREEMENT APPROVAL

**This agreement shall commence on the effective date of approval by the signatures,
whichever occurs first, and shall be reviewed annually.**



Jill Heuer, Director

San Luis Obispo County SELPA
(Special Education Local Plan Area)

3/27/12
Date



Penny Borenstein, M.D., M.P.H.

Health Officer/Public Health Administrator
Public Health Department
San Luis Obispo County

3/28/12
Date