

## **AGREEMENT**

THIS AGREEMENT is entered into on May 6, 2015, by and between FAMILY SERVICE AGENCY OF MARIN, division of Buckleup 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 2015 through June 30, 2016.

#### **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 **\$9,000** 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 **\$27,000**.

**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, edits, 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**

**SAN RAFAEL CITY SCHOOLS DISTRICT**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 one or two High Schools (Schools) within the San Rafael City Schools District regarding the implementation of the Columbia University TeenScreen® Program. The FSA TeenScreen program is one of many national sites affiliated with The Columbia University TeenScreen Program. Columbia University provides support to FSA in all areas of TeenScreen program implementation and administration, including consultation, training, screening software and materials, and technical assistance. 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.