

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
SERVICES AGREEMENT
VISALIA UNIFIED SCHOOL DISTRICT

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **VISALIA UNIFIED SCHOOL DISTRICT**, a California Public Entity ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. WHEREAS, The COUNTY and CONTRACTOR have determined that a present need exists for the provision of ongoing prevention and early intervention support to students in Creekside Community Day, Goshen Elementary, Ivanhoe Elementary, and Elbow Creek Elementary schools, specifically targeting those students who are either on probation or at risk of incurring probation.

B. WHEREAS, The COUNTY and CONTRACTOR have identified there is a present need for the CONTRACTOR to benefit from the services of a full-time Deputy Probation Officer III employed by the COUNTY to be shared across these schools to provide targeted support.

C. WHEREAS, The COUNTY and CONTRACTOR agree that the terms and conditions of this Agreement apply to the services provided hereunder.

D. NOW, THEREFORE, in consideration of the promises contained herein, the parties agree to enter into this Agreement upon the terms and conditions set forth.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of December 10, 2024, and expires at 11:59 PM on June 30, 2025, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SCOPE OF SERVICES: See attached **Exhibit A**.

3. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

4. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit B	HIPAA Requirement
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**COUNTY OF TULARE
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5. NOTICES: (a). Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY PROBATION DEPARTMENT
Marichu Moles, Fiscal Manager
3241 West Noble Avenue
Visalia, CA 93277
Phone No.: 559-608-9008
Fax No.: 559-687-6984

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559-733-6318

CONTRACTOR:

VISALIA UNIFIED SCHOOL DISTRICT
5000 West Cypress Avenue
Visalia, CA 93277
Phone No.: 559-730-5222
Fax No.: 559-730-7508

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

- 6. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
- 7. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.
- 8. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

COUNTY OF TULARE
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VISALIA UNIFIED SCHOOL DISTRICT

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 11/19/24

VISALIA UNIFIED SCHOOL DISTRICT

By 

Print Name Jacqueline A. Gaebe

Title Board President

Date: 11/19/24

By 

Print Name Kirk Shrum

Title Board Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By Charles W. Felix 11/25/24
Deputy

Matter # 20241598

EXHIBIT A
SCOPE OF WORK
VISALIA UNIFIED SCHOOL DISTRICT

Program Overview

The COUNTY shall assign to the CONTRACTOR one (1) full time Deputy Probation Officer III to provide the services outlined below to the CONTRACTOR. The Deputy Probation Officer III shall be employed by the Tulare County Probation Department (Probation) and shall be under the exclusive direction and control of Probation. COUNTY shall provide a substitute Deputy Probation Officer III should the designated assigned Deputy Probation Officer be unavailable for an assigned workday. Both parties aim to provide ongoing prevention and early intervention support services to students at four (4) of its schools (Creekside Community Day School, Goshen Elementary, Ivanhoe Elementary, and Elbow Creek Elementary).

Target Goals

The goal is to identify and serve students currently on or at risk of incurring probation and provide various prevention programs and activities to reduce the risk of probationary offenses. To provide effective prevention and early-intervention support for students attending the four schools listed above, one (1) full- time Deputy Probation Officer III will be shared across these four schools based on a schedule that best meets each school's needs.

Roles and Responsibilities

Each party agrees to coordinate/provide the following services:

COUNTY responsibilities will include but are not necessarily limited to the following:

- Provide probationary services, including prevention and early intervention support for students who may be on probation and/or at-risk of committing a probationary offense.
- Encourage compliance and good decision-making for students on probation or at-risk of committing a probationary offense.
- Encourage compliance and good decision-making for students on probation or at the risk of entering the juvenile justice system.
- Provide connections to viable resources to support student success.
- Assist with the supervision of students on formal or informal probation attending school on the district(s) campuses.
- Provide counseling/mentoring for students and groups of at-risk students identified by the CONTRACTOR to prevent those students from entering the juvenile justice system.
- Assist CONTRACTOR personnel in evaluating students through the SARB (School Attendance Review Board) process and matters related to severe school attendance issues.
- Act as a liaison between the CONTRACTOR and parents/guardians with students on probation and other at-risk students identified by the CONTRACTOR.
- Attend District collaborative meetings, assist in planning community activities, and assist with school events/activities.
- Work in cooperation with other Tulare County Probation Officers and local law enforcement to enhance available resources.

- Abide by all school regulations and Tulare County Probation Policy.
- Perform other school related duties under the direction of the Probation Department and in cooperation with the CONTRACTOR.
- Provide oral or written reports at the request of the CONTRACTOR or district administration.

CONTRACTOR responsibilities will include but are not necessarily limited to the following:

- Provide connections to viable resources to support student success.
- Provide time slots for Deputy Probation Officer III to conduct intervention and prevention groups with students

COUNTY OF TULARE
EXHIBIT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS

CONTRACTOR shall comply with this Health Insurance Portability and Accountability Act (HIPAA) Business Associate Exhibit as part of its services under the Agreement (the "Agreement") to which this Exhibit is attached.

A. Definitions: Terms used in this Exhibit but not otherwise defined in the Agreement shall have the same meaning as those terms in the Privacy Rule.

1. **Business Associate.** "Business Associate" shall mean CONTRACTOR.
2. **Covered Entity.** "Covered Entity" shall mean COUNTY.
3. **Data Aggregation.** "Data Aggregation" shall mean, with respect to Protected Health Information created or received by CONTRACTOR, the combining of such Protected Health Information by the CONTRACTOR with the Protected Health Information received by CONTRACTOR in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
4. **Designated Record Set** shall mean a group of records maintained by or for COUNTY that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for COUNTY to make decisions about individuals.
5. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
7. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. §164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY.
8. **Record.** "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for COUNTY.
9. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.501.
10. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

B. Obligations and Activities of CONTRACTOR:

1. CONTRACTOR shall not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
3. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of the Agreement.
4. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware.
5. CONTRACTOR shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information shall comply with the same restrictions and conditions that apply to CONTRACTOR with respect to such information. At the request of COUNTY and in the time and manner requested by COUNTY, CONTRACTOR shall provide access to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
6. CONTRACTOR shall make any amendment(s) to Protected Health Information in a Designated Record Set that COUNTY directs or shall, pursuant to 45 C.F.R. §164.526, make any amendment at the request of an Individual

as appropriate and in the time and manner required by 45 C.F.R. §164.526.

7. CONTRACTOR shall make available to COUNTY its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information, and Protected Health Information, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45C.F.R. §164.528.
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with 45 C.F.R. § 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

C. General Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, CONTRACTOR may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

D. Specific Use and Disclosure:

1. Except as otherwise limited in the Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR.
2. Except as otherwise limited in the Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in the Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate federal and state authorities consistent with 45 C.F.R. § 164.502(j)(1).

E. Obligations of COUNTY:

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of practices of COUNTY in accordance with 45 C.F.R. §164.520, to the extent that such limitation(s) may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Impermissible Requests: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

G. Miscellaneous:

1. **Regulatory References.** A reference in the Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. **Amendment.** The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. **Survival.** The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the

termination of the Agreement.

4. **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.
5. **Return or Destruction of Protected Health Information.** At termination of the Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of information infeasible.
6. **Termination of the Agreement.** COUNTY may immediately terminate the Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Exhibit's provisions.