

**CONTRACT NAME: AGREEMENT BETWEEN VICTOR
COMMUNITY SUPPORT SERVICES, INC. AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This MOU between Victor Community Support Services, Inc. and DJUSD is for Victor Community Support Services to continue providing prevention services to students in the district schools.

Victor Community Support Services provides counseling services to strengthen student health and wellness by working to reduce risk factors, barriers and/or stressors, build protective factors and supports and provide appropriate group counseling interventions at the school in order to prevent substance abuse and/or mental health disorders.

This is a three-year agreement from July 1, 2016 through June 30, 2019. There is no financial impact to the District.

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the **Davis Joint Unified School District (DJUSD)** and **Victor Community Support Services, Inc.**

PURPOSE: The purpose of this M.O.U. is to enable the **DJUSD** and **Victor Community Support Services, Inc.** to have VCSS Davis provide prevention services to students in the schools.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in Board Policy 3312.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue through June 30, 2019.

SCOPE OF SERVICES:

A. The DJUSD shall:

- 1) Work collaboratively with VCSS –Davis to designate days, hours and school workspace for group work.
- 2) Provide school personnel as second staff/adult in all group activities.
- 3) Provide identification and referral for prevention and counseling services of students in the district.
- 4) Provide physical space for groups and individual counseling sessions
- 5) Provide data regarding suspensions and expulsions, school attendance rates, truancy, drug and alcohol use in previous month, drop-out/retention rates and demographics.

B. The Victor Community Support Services, Inc. shall:

- 1) Strengthen student health and wellness by working to reduce risk factors, barriers and/or stressors, build protective factors and supports and provide appropriate group counseling interventions (primarily) at the school in order to prevent substance abuse and/or mental health disorders.
- 2) Provide prevention services to school aged population (K through 12)
- 3) Provide on-site solution focused, brief therapy model counseling for a maximum of 10 sessions. Minors over age 12 may consent to treatment on their own but Victor will endeavor, whenever possible, to involve families in the process.
- 4) Meet district requirements for all staff members including Department of Justice clearance, Criminal records review, Live Scan and Tuberculosis testing.

INSURANCE:

During the term of this M.O.U., DJUSD shall provide to Victor Community Support Services, Inc., and Victor Community Support Services, Inc. shall provide to DJUSD, a current certificate

of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. DJUSD shall also provide Victor Community Support Services, Inc., and Victor Community Support Services, Inc. shall also provide DJUSD, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by DJUSD OR Victor Community Support Services, Inc. shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless Victor Community Support Services, Inc. and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees.
- B. Insofar as permitted by law, Victor Community Support Services, Inc. shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of Victor Community Support Services, Inc. , its officers, agents or employees.
- C. It is the intent of the DJUSD and Victor Community Support Services, Inc. that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. DJUSD and Victor Community Support Services, Inc. agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. DJUSD and Victor Community Support Services, Inc. further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To DJUSD: Assistant Superintendent, Business Services
 Davis Unified School District
 635 B Street
 Davis, CA 95616

To Victor Community Support Services, Inc.:
 Kerry Ahearn-Brown - Regional Director
 1360 E. Lassen Avenue
 Chico, CA 95616

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between **DJUSD** and **Victor Community Support Services, Inc.**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of **DJUSD** and **Victor Community Support Services, Inc.**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, **DJUSD** and **Victor Community Support Services, Inc.** have executed this M.O.U. as of the date first above written.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

**Victor Community Support
Services, Inc.**

Signature

Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Intercare Insurance Solutions 5375 Mira Sorrento, Suite 400 San Diego CA 92121	CONTACT NAME: Cindy Bane PHONE (A/C, No, Ext): 858-373-6908 FAX (A/C, No): E-MAIL ADDRESS: cbane@intercaresolutions.com PRODUCER CUSTOMER ID #: VICTO-1														
INSURED Victor Community Support Services, Inc. 1360 E. Lassen Avenue Chico CA 95973	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Victory Comp. Inc.</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Victory Comp. Inc.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1013135744

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			4520-01-048	1/1/2016	1/1/2017	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: All operations of the Named Insured. This serves as evidence of Workers' Compensation only.

Employer is a qualified self-insurer through Victory Comp, Inc. per certificate number listed above.
For Information Purposes only.

CERTIFICATE HOLDER

CANCELLATION

Victor Community Support Svcs, Inc.
P.O. Box 5361
Chico, CA 95927

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE