

**REVENUE AGREEMENT FOR SERVICE BETWEEN
Redwood City School District
AND
The County of San Mateo**

This Agreement is made on this _____ day _____ 2006 by and between the Redwood City School District (RCSD) and the County of San Mateo (CONTRACTOR).

WHEREAS, the RCSD desires mental health services for the Redwood City Family Resource Centers; and

WHEREAS, the CONTRACTOR desires to provide mental health services for the RCSD, who serves as fiscal agent for the Redwood City Family Resource Centers; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The CONTRACTOR agrees to provide six Psychiatric Social Workers to RCSD for their Family Resource Centers, in accordance with the terms and conditions of this Agreement. Such Psychiatric Social Workers will remain employees of the Contractor and for administrative supervision they will report to the Southern Region Manager in Redwood City. Contractor will be partially reimbursed for the salary and benefits of the Psychiatric Social Worker outposted at Hoover Preschool in the amount of \$100,821 for the fiscal year 2005-06. RCSD intends to pay for the salary and benefits of the Psychiatric Social Worker outposted at Hoover Preschool in the fiscal years 2006-2007 and 2007-2008 and the terms of such payments will be set forth in amendments to this Agreement.

2. TERM OF AGREEMENT

This Agreement shall be binding on the Parties upon execution of this Agreement by all Parties. This Agreement shall be effective July 1, 2005 and shall continue in effect through June 30, 2008. This Agreement may be terminated by Contractor, RCSD or their respective designees at any time and for any reason upon thirty (30) days written notices to the other party.

3. USE OF SUBCONTRACTORS

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the RCSD.

4. INSURANCE

CONTRACTOR understands the RCSD does not provide liability, malpractice or workers compensation insurance for the CONTRACTOR. The CONTRACTOR is responsible for the maintenance of personal and professional insurance or self-insurance to provide protection for any claims arising out of service under this Agreement. The CONTRACTOR assumes all liability for services provided under this contract. The CONTRACTOR will provide proof of insurance or self-insurance and will identify RCSD as an additional insured.

5. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, physical disability or national origin.

6. MUTUAL HOLD HARMLESS

- a. It is agreed that Contractor shall defend, save harmless and indemnify RCSD, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- b. It is agreed that RCSD shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of RCSD, its officers and/or employees.
- c. In the event of concurrent negligence of RCSD, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

7. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties agree to mediate such dispute and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid by the District. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8. COMPENSATION

The CONTRACTOR agrees to assign one PSW at RCSD's Hoover School for the purposes of providing counseling and kindergarten readiness services to children and their families attending the Redwood City Family Resource Centers. Contractor will be reimbursed for a total not to exceed \$100,821 for the fiscal year 2005-06 for one Psychiatric Social Worker. Funding for future fiscal years will be negotiated and reflected in a form of an amendment to the Agreement.

9. PAYMENT PROCEDURE

CONTRACTOR shall submit quarterly invoices for one-fourth of the contract amount, for the first three quarters of the fiscal year, detailing the services performed during the billing period. The fourth quarter invoice will be a reconciliation based on actual Salaries and Benefits. RCSD shall pay invoice promptly within a period not to exceed thirty (30) days of receipt of the invoice.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

REDWOOD CITY SCHOOL DISTRICT

Superintendent- Name

Signature

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____