

SAN RAFAEL CITY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services (“Agreement”) is made as of the 8th day of August 2016, between the San Rafael City School District (“District”) and Community Institute for Psychotherapy (CIP) (“Contractor”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“Services” or “Work”):
2. **Term.** Contractor shall commence providing services under this Agreement on September 19, 2016, and will diligently perform as required and complete performance by June 9, 2017.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- _____ Signed Agreement
- _____ Workers’ Compensation Certificate
- _____ Criminal Background Investigation Certification
- _____ Insurance Certificates and Endorsements
- _____ W-9 Form
- _____
- _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Four Thousand Five Hundred Dollars (\$4,500). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or

the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed(s) the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4. At the time of any termination of the contract, all District employee data shall be returned to the District and all District employee information shall be purged from the

General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

San Rafael City School District
 310 Nova Albion Way
 San Rafael, CA 94903
 ATTN:
 Chief Business Officer

Contractor

CIP
 1330 Lincoln Avenue, #201
 San Rafael, CA 94901-2141
 ATTN: Robin Joy Berenson, PhD
 Clinical Director

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in California in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any

Exhibit "A"
Scope of Work



**Outline of the Counseling Services to be Provided by
Community Institute for Psychotherapy
to San Rafael School District during the 2016-2017 School Year**

The term of Agreement shall be from September 19, 2016 thru June 9, 2017.

Agency Background

Community Institute for Psychotherapy (CIP) is a nonprofit, tax-exempt center founded in 1977 to provide quality, affordable mental health services to individuals and families who don't have the resources to pay full fees for professional help. Each year, agency wide, CIP serves more than 750 families, children, and adults.

Client services are provided by 22 to 24 qualified intern-therapists enrolled in or graduated from post graduate programs throughout the Bay Area, and earning hours toward licensure (LMFT, LCSW, PsyD, PhD). Intern-therapists are selected through a competitive process and receive training and supervision by licensed mental health professionals.

CIP Contact information:

Robin Joy Berenson, PhD, LMFT; CIP Executive & Clinical Director
415-459-5999 x100, rjberenson@cipmarin.org

CIP's School Project – Individual counseling (and some family counseling as appropriate) and small group work (6 weeks)

Participating School:

San Rafael High School

Our Schools Project for Disadvantaged Students at Risk, one of several outreach programs conducted by CIP, was founded in 1991 to provide counseling services onsite in Marin public schools to low-income students with urgent psychological and emotional needs, ages 6-18, during school hours. Practices are all evidence-based.

School Responsibilities:

School Staff will:

- Interview potential School Counseling Intern
- School principal and school counselor will identify and refer students to the Schools Project, and determine whether a particular student will receive individual one-on-one counseling, or group counseling. School will ensure that counseling intern has a full caseload.
- Schedule counseling sessions and facilitate students attending.
- Assist with contacting parents to obtain written permission for their children to receive counseling services.*
- Oversee School Counseling Intern(s) while they are at the school site.
- Maintain communication with CIP, providing feedback and ongoing evaluation of students, intern-therapists, and the program.

In the event of a mental health emergency while the student is on campus, the school is responsible for calling for a 5150.

Outline of the Counseling Services to be Provided by
Community Institute for Psychotherapy

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officers, agents, and employees as additional insured with respect to the Mental Health Counseling Services.

All services will be carried out under the close supervision of CIP's highly qualified staff of Clinical Supervisors and the weekly oversight of CIP Executive and Clinical Director Robin Joy Berenson, PhD, LMFT, and core staff members: Assistant Clinical Directors Alex Thomas, LMFT, and Robbin Rocket, PsyD; and Director of Pre-Doctoral and Post-Doctoral Program Paula Sitelman, PsyD.

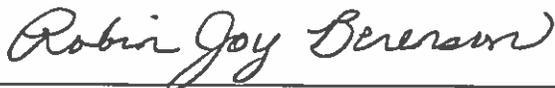
Here are our costs:

CIP's Schools Project Budget is \$71,096 = \$10,156 per intern (7 interns)

San Rafael High School will have 1 intern at \$10,156

We thank you for your commitment to contribute \$4500 towards our costs for the 2016-2017 school year and hope that you will be able to increase this amount in the coming year.

Signed,



Robin Joy Berenson, PhD, LMFT
Executive & Clinical Director

May 27, 2016

Date