

**SAN MATEO FOSTER CITY SCHOOL DISTRICT**

**AGREEMENT WITH MENTAL HEALTH SERVICES PROVIDER**

**Mental Health Provider Name and Address ("Contractor"):**

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Beacon School

San Mateo Foster City School District

5670 Camden Ave

Attention: Business Office

San Jose, CA 95124

1170 Chess Drive

Foster City, CA 94404

408-265-8611

It is agreed between the San Mateo Foster City School District ("District"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall provide Reimbursable Mental Health services as defined in the attached Exhibit A and pursuant to the terms and conditions of the Master Contract with San Mateo County Special Education Local Plan Area ("SELPA"), which are incorporated herein.
2. **Contract Term.** The term of this Agreement shall be from August 1, 2021, to June 30, 2022, unless terminated earlier by either party pursuant to the Termination of Agreement section.
3. **Payments.** In consideration of the Reimbursable Mental Health services rendered in accordance with all terms, conditions, and specifications set forth in the Master Contract with the SELPA, incorporated herein and any Exhibit(s) or attachment(s) attached hereto, the district shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the district makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the district at the time of contract termination. In no event shall total payment for services under this Agreement exceed two hundred and nine thousand, six hundred dollars, \$209,600.00 Monthly billing of \$19,054.54 will begin August 31, 2021, and the last billing will be June 30, 2022,
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.

5. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.
  
6. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
  
7. **Termination of Agreement.** Either Party may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of either Party by giving written notice to the other Party specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
  
8. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
  
9. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
  
10. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

11. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor.

12. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

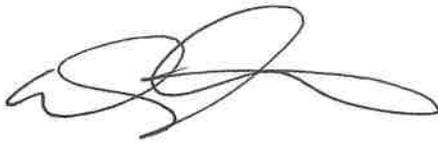
 9-28-2021

Contractor Signature

Date

Teresa Malekzadeh

For the District:

 9-28-2021

Superintendent

Date

San Mateo Foster City School District