

## CONSULTANT AGREEMENT

### INTRODUCTION

This Legal Services Agreement (the "Agreement") is made between Milpitas Unified School District (District), and California Therapy Connection Inc. (Consultant).

### AGREEMENT

District and Consultant agree as follows:

1. Term. The term of this Agreement begins on July 1, 2017 and continues through June 30, 2018 unless terminated as set forth below.
2. Scope of Representation. Consultant shall furnish services including on-site school speech and language services as requested by District. Consultant time or costs under this Agreement, to be negotiated from time to time in the form of budget authorizations for work activities (designated as work "tasks"). Consultant shall provide District with written budget estimates and secure authorization confirmed in writing for all expenditures of time and expense, except in the case of emergencies, in which case telephonic or oral authorization promptly confirmed by facsimile transmission shall be sufficient.
3. Limit of Authorization. Consultant shall secure advance authorization for all expenditure of Consultant time or costs under this Agreement, to be negotiated from time to time in the form of budget authorizations for work activities (designated as work "tasks"). Consultant shall provide District with written budget estimates and secure authorization confirmed in writing for all expenditures of time an expense, except in the case of emergencies, in which case telephonic or oral authorization promptly confirmed by facsimile transmission shall be sufficient.

The agreement constitutes an authorization to perform services on behalf of District for the amount not to exceed \$ 462,840.00 including provision of therapy services in compliance with applicable state and federal regulations and in accordance with

District's policies and procedures, parent consult, meetings, paperwork and other necessary services as deemed appropriate by student needs. Consultant is not authorized to proceed with work that will result in payments in excess of this amount without expressed written approval by the District

4. Billing and Payments. Billings will be given to the District by Consultant at the end of each two week period. Statements shall include the specific date of service, the identity of each person performing service, a brief description of the work performed, the billing rate for each person performing the service, and the amount of fees charged for the services performed.
5. Direction and Control. Consultant work under this Agreement shall be directed and controlled solely by the District's Authorized Representative, who shall be designated in writing.
6. Termination. This agreement may be terminated by District or contractor upon two weeks prior written notice. Upon termination, Consultant shall transfer to District or to its new Consultant all files, written material, and any documents relating to the Plan except whatever work product is the exclusive property of Consultant such as internal communications among Consultant and staff of a non-substantive nature. Consultant may at their own expense retain copies of any or all of the files, documents, or other materials transferred upon termination. Consultant will be available to consult with District or its new Consultant about the Plan in accordance with the terms of this Agreement for a reasonable tie following any termination of this Agreement.
7. Consultant's Employees. No employee of the Consultant shall by virtue of this Agreement acquire any rights or status in District services. Consultant shall be solely responsible for payment of Consultant's employees, including all fringe benefits.
8. Entire Agreement, Modification. The Agreement contains the entire agreement between Consultant and District relating to the scope of services described above. The

Agreement may be modified or amended only by written modification to this Agreement executed by Consultant and by District.

9. Compliance with Discrimination Laws. Consultant will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex national origin, sexual orientation, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
10. Conflicting Positions. No officer, member, or employee of District and no member of its governing bodies shall have any pecuniary interest, direct, or indirect, in this Agreement or in any amounts paid under this Agreement. No principal of Consultant or any of Consultant's employees shall serve on a District board, committee, or other position which by rule, practice or action nominates or recommends Consultant to represent District, supervises such Consultant's representation of District, or authorizes funding to District's Consultant.
11. Indemnity. Consultant shall indemnify and hold and save District harmless from any and all liability arising from Consultant's solely negligent performance under this Agreement, including but not limited to third-party claims for injury to persons or property damage, to the extent of Consultant's negligence or intentional failure to perform such services in accordance with standard of care applicable Consultant.
12. General Liability Insurance. During the term of this Agreement, Consultant shall maintain comprehensive general liability coverage with aggregate limits in an amount not less than \$2 million, and automobile coverage with combined single limits in an amount not less than \$1 million. Upon District's request, Consultant shall provide District a certificate evidencing this insurance. District shall be named as an additional insured on each policy providing such coverage. Consultant's coverage shall be primary to any insurance maintained by District. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Consultant shall immediately forward to District any notice

of cancellation or non-renewal of any such coverages, or any other policy changes that materially affect coverage.

13. Worker's Compensation Insurance. During the term of this Agreement, Consultant also shall maintain workers' compensation insurance. At District's request, Consultant shall provide District a certificate evidencing this insurance. Consultant's workers' compensation insurance shall be primary to any insurance maintained by District. Unless the policy simultaneously replaced with a new policy providing the same coverage, Consultant shall immediately forward to District any notice of the cancellation or non-renewal of Consultant's worker's compensation coverage, or any other policy changes that materially affect such coverage.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the dates set forth below.

MILPITAS UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

Dated \_\_\_\_\_

Cheryl Jordan,

Interim Superintendent

CALIFORNIA THERAPY CONNECTION, INC.

By \_\_\_\_\_

Dated \_\_\_\_\_

Ric Outman

Director, California Therapy Connection, Inc.



California Therapy Connection Inc.  
P.O. Box 1014  
Alamo, Ca. 94507  
925-457-5437

Milpitas Budget for 2017-18

2 speech pathologists @ \$85.00 per hour for 180 days equals	\$244,800.00
1 speech pathologist @ \$85.00 per hour for 147 days equals	\$99,960.00
1 speech pathologist @ \$82.00 per hour for 180 days equals	\$118,080.00