

# CONSULTANT AGREEMENT

## INTRODUCTION

This Legal Services Agreement (the "Agreement") is made between **Milpitas Unified School District (District)**, and **Counseling and Support Services for Youth (Consultant)**.

## AGREEMENT

School and Consultant agree as follows:

1. Term. The term of this Agreement begins on July 1st, 2019 and continues through June 30th, 2020 unless terminated as set forth below.
2. Scope of Representation. Consultant shall furnish services including on-site school based counseling as requested by District and included in Addendum A. Consultant shall also take reasonable steps to keep District informed of significant developments in those matters and to respond to District's inquiries.
3. Limit of Authorization. Consultant shall secure advance authorization for all expenditures 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 and expense, except in the case of emergencies, in which case telephonic or oral authorization promptly confirmed by Facsimile or e-mail transmission shall be sufficient.

This agreement constitutes an authorization to perform services on behalf of School for the amount not to exceed \$469,200. 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 monthly August-May the amount of \$46,920. District will submit payment to Consultant within 10 business days of receiving the invoice.
5. Direction and Control. Consultant work under this Agreement shall be directed and controlled solely by District's Authorized Representative, who shall be designated in writing.
6. Termination. This Agreement may be terminated by District at any time. Upon termination, Consultant shall transfer to District or to its new Service Provider 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 nonsubstantive 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 time following any termination of this Agreement.

7. Consultant's Employees. No employee of 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. This Agreement contains the entire agreement between Consultant and District relating to the scope of services described above and in Addendum A. The Agreement may be modified or amended only by a written modification to this Agreement executed by Consultant and by District upon agreement of both parties.
9. Compliance With Discrimination Laws. Consultant will comply with Title VII of the Civil Right 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 nonmerit 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 School 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 thirdparty 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 the standard of care applicable to 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. By August 31st, 2017, 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 the cancellation or nonrenewal of any such coverages, or any other policy changes that materially affect coverage.
13. Workers' 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 is simultaneously replaced with a new policy providing the same coverage, Consultant shall immediately forward to School any notice of the cancellation or nonrenewal of Consultant's workers' compensation coverage, or any other policy changes that materially affect such coverage.


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

**Milpitas Unified School District**

By \_\_\_\_\_  
Cheryl Jordan  
Superintendent

Dated:

**COUNSELING AND SUPPORT SERVICES FOR YOUTH (CASSY)**

By  \_\_\_\_\_  
Christy Hayes  
Executive Director

Dated: 6/13/19

## **Addendum A**

### **Point of Contact**

The CASSY Therapist will be the main point of contact for day to day operations. The Therapist is overseen by Program Manager, Lisa Miller (email: [lmiller@cassybayarea.org](mailto:lmiller@cassybayarea.org)). All contract, payment, and non service related questions, or should an issue remain unresolved, should be directed at CASSY Executive Director, Christy Hayes (email: [christy@cassybayarea.org](mailto:christy@cassybayarea.org) phone: (408) 493-5289)

Contact at Milpitas Unified High School District for program questions will be Carla Crenshaw (email: [ccrenshaw@musd.org](mailto:ccrenshaw@musd.org)) and for financial questions Perla Rumayor (email: [prumayor@musd.org](mailto:prumayor@musd.org)).

### **Scope of Work**

CASSY therapists are registered with the Board of Behavioral Sciences, which includes a LiveScan background check, and maintain ethical boundaries per the California Association of Marriage and Family Therapists and are therefore subject to all mandated reporting laws. Therapists can not provide services to students, families, or staff who may pose a conflict of interest. Families who can not be seen due to caseload or boundary constraints will be provided referrals to community providers.

CASSY Therapists (on the attached daily schedule) will provide the following suite of services as requested by the District. Services will be provided within the therapist's regularly scheduled period of work.

- For Students
  - Proactive Mental Health Education
  - Ongoing Counseling - Individual, Family, and Group
  - Crisis Intervention and Treatment
  - Referral to community partner for treatment, if required or requested
- For Staff
  - Staff Consultation
  - Staff Training
- For Parents & Community
  - Parent Consultation
  - Parent Workshops

CASSY provides all therapists receive weekly one hour of onsite individual clinical supervision and two hours of offsite group supervision. In addition, therapists attend two hours of offsite training monthly provided by CASSY. Ongoing supervision and training is mandatory for all staff in order to maintain their credentials. A schedule of these meetings will be provided to the school staff.

### Office Space and Work Amenities

Milpitas Unified School District will provide CASSY Therapist with a designated private office space that will remain the same for the school year barring any unforeseen circumstances. Office space will include a locking file cabinet, private phone, a computer, and a printer. IT support will be provided as necessary.

CASSY will provide Therapist an [@cassybayarea.org](mailto:@cassybayarea.org) email address.

### Assigned Days of Service

School	Days
MHS	5+5+5 (15)
Cal Hills	5
Russell	3
Rancho	3 (school pays for 1 extra day)
Weller	2
Rose	2
Burnett	2