



CONSULTANT AGREEMENT

This agreement made and entered into this 1st day of July, 2017 by and between Western Youth Services, hereinafter referred to as “CONSULTANT”, and the Cypress School District, hereinafter referred to as “DISTRICT”.

WHEREAS, the DISTRICT is in need of special services in the area of Mental Health; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by CONSULTANT: Counseling services at a rate of \$120 per hour for special education students as needed per an IEP, students with 504 Plans requiring mental health support, and students identified through the SST process.
2. The CONSULTANT will commence providing services under this AGREEMENT on July 1, 2017 and will diligently perform as required and complete performance by June 30, 2018.

The CONSULTANT will perform said services as an independent calling and not as an employee of the DISTRICT. CONSULTANT shall be under the control of the DISTRICT as to the results to be accomplished and not as to the means or manner by which such results are to be accomplished. CONSULTANT will use district provided forms to record goals and objectives. CONSULTANT'S fee will include the development of IEP goals and objectives, and attendance, in person or by telephone, at IEP team meetings. Written progress reports will be shared at IEP or 504 team meetings and/or at report card times or as appropriate.

3. The DISTRICT will prepare and furnish to the CONSULTANT upon request, such information as is reasonably necessary to the performance of the CONSULTANT to the AGREEMENT.

The DISTRICT shall pay the CONSULTANT in consideration of services performed an amount not to exceed \$125,000.00 for counseling services, which will include invoices with a written log, signed by case carrier, for the services provided each student pursuant to this AGREEMENT. Expenses must be supported by documentation. Payment shall

Western Youth Services
2017/18 Consulting Agreement

We inspire and empower . . . Every student, Every moment, for Every opportunity!

Board of Trustees: Candice Kern * Sandra Lee * Donna McDougall * Brian Nakamura * Lydia Sondhi, Ph.D.
Superintendent: Anne Silavs

be made upon receipt of invoices from CONSULTANT. The annual “not to exceed” is valid for services rendered through June 30, 2018.

CONSULTANT shall submit an invoice to the DISTRICT 30 days in advance of each payment due date.

4. The DISTRICT may at any time, for any reason, terminate this AGREEMENT and compensate CONSULTANT only for services rendered to the date of termination. Written notice by the DISTRICT’S Superintendent shall be sufficient to stop further performance of services by CONSULTANT. The notice shall be deemed given when received or no later than three days after mailing, whichever is sooner.
5. CONSULTANT agrees to and shall hold harmless and indemnify the DISTRICT, it’s officers, agents, and employees from every claim or demand and every liability or loss, damage or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for claims for death or bodily injury, injury to property, or any other loss, damage or expense sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, it’s officers, employees or agents.
 - (b) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which results from the sole negligence or willful misconduct of the DISTRICT, it’s officers, employees, or agents.

The CONSULTANT, at CONSULTANT’S expense, cost and risk shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, it’s officers, agents, or employees or any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, it’s officers, agents or employees in any action, suit, or other proceedings as a result thereof.

6. This AGREEMENT is not assignable without written consent to the parties hereto.
7. CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including workers’ compensation.

8. CONSULTANT, if an employee of another public agency, certifies that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed and pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CYPRESS SCHOOL DISTRICT

CONSULTANT

By: 
Scott Adams, Director
Student Support Services
Cypress School District
9470 Moody Street
Cypress, CA 90630


Lorraine Leigh Belhumeur, Ph.D
Western Youth Services
23461 South Pointe Drive, #220
Laguna Hills, CA 92653

Fed. ID#: 95-3407054

Date: 8/2/17

Date: 7.13.17