

## **Comprehensive Youth Services of Fresno, Inc.**

This Agreement is entered into this April 13, 2018 by and between the CENTRAL UNIFIED SCHOOL DISTRICT, a California public school district, hereinafter referred to as "CUSD" and COMPREHENSIVE YOUTH SERVICES OF FRESNO INC., hereinafter referred to as "CYS," with respect to the following recitals:

WHEREAS, CUSD wishes to contract for supplemental social work/counseling services for its categorical programs, and;

WHEREAS, CYS has within its organization the ability to employ and supervise individuals with a Bachelor's or a Master's degree in Marriage and Family Therapy (MFT) and Bachelor's or Masters in Social Work (MSW) to provide such social work/counseling services; and;

WHEREAS, the parties wish to cooperate in an effort to provide social work/counseling services to students within CUSD:

NOW, THEREFORE, CUSD and CYS agree as follows:

### **1. Program Services by CYS**

CYS will provide a maximum of 80 hours of CYS staff services per week of Master's Degree Student Assistance Specialists and a minimum of 3 graduate MSW/MFT students (each working approximately 20 hours per week) to provide direct counseling, social work, educational services, the necessary clinical supervision and clerical support. Those services will be provided in the following manner:

#### **a) MSW/MFT/Student Assistance Specialists and Graduate MSW/MFT Students**

The Student Assistance Specialist and Graduate MSW/MFT Students shall provide:

1. Individual, family, and group counseling to students and their families.
2. Crisis intervention services.
3. Outreach to students, parents, and the community.
4. Facilitation and participation in student management services such as core team meetings, student study teams, school meetings, school functions, and consultation with school personnel regarding students.
5. Consultation with school personnel regarding developing new services, managing student behavior, and addressing school-wide issues.
6. Parent education.
7. In-service/training to school personnel.
8. Program management services such as preparing for counseling sessions, completing psychosocial assessments, monthly reports, and participating in meetings for CYS.
9. Developing additional services for students, families and the school.
10. Participation in clinical supervision.
11. Participation in workshops, training, and conferences that pertain directly to providing S.A.P. services.

b) LCSW/MFT Clinical Supervisor

The Clinical Supervisor will supervise all aspects of the counseling program which include:

1. Training and day-to-day supervision of counseling staff and MSW/MFT graduate students.
2. Establish, maintain, and review program policy and procedures, conduct quality assurance evaluations, and monitor the efficiency and method in which services are delivered.
3. Direct and coordinate regular meetings with intent to improve existing services as well as develop additional services as needed and to attend appropriate meetings with other professionals regarding clinical services.
4. Compile program statistics monthly.
5. CYS will work with CENTRAL UNIFIED SCHOOL DISTRICT Prevention and Intervention office on protocols related to services provided.

c) Clerical Support

1. Receptionist activities: answer phones, greet clients, and take messages.
2. General Clerical activities include: typing, filing, copying, etc.
3. Order supplies, maintain inventory control, and maintain records for accountability file.
4. Follow through on miscellaneous project assignments.
5. Other duties as assigned.

d) Financial Management

Financial management to perform all tasks related to the fiscal responsibility of the program.

1. To handle all payables and receivables.
2. To maintain all documentation regarding program finances.
3. To prepare and submit all financial reports to CUSD.
4. To handle payroll.

e) General Services

CYS shall be responsible for all participating MSW/MFT Student Assistance Specialist activities and conduct while performing services pursuant to this Agreement. CYS shall require each MSW/MFT Student Assistance Specialist to demonstrate professional practice skills in at least the following:

1. Interviewing of client systems and others as needed.
2. Writing report of interviews, phone calls, and meetings.
3. Preparing agendas, memorandums, and letters.

4. Utilizing consultation and collaboration with school staff.
5. Representing CYS in the community.
6. Initiating procedure steps to correct an identified problem with CYS and CUSD, with other agencies, the client system, or the community.
7. Exhibiting an overall professional demeanor and conduct.
8. Participating in ongoing evaluation of own progress.
9. Completing the following four steps of any social work task: assessment plan, intervention, termination, and evaluation, including the evaluation of one's own practice within a supervised context.

f) Professional Development and Digital Monitoring Plan

1. All DVD players have been disabled on the laptops, the DVD drive no longer will appear on the computer.
2. CYS purchased software, SNIPERSPY, which will enable supervisors to monitor staff's computers remotely and block unwanted/inappropriate content.
3. CYS's policies related to computer and electronic use and e-mails will be reviewed with each staff person prior to starting work on a Central Unified school campus.
4. Staff will be required to attend Digital Citizenship Training prior to being placed on a CUSD campus.

**2. Terms of Contract**

This contract will begin on August 13, 2018 and shall continue through June 28, 2019. At the end of the term, the parties will jointly assess the program to consider the possibility of continuing the program.

**3. Party Representative**

Coordination of the program will be implemented by Becky Kramer, MS, LMFT, Executive Director of CYS, and/or administrative designee; and a District administrator to be designated by CUSD.

**4. Payment by CUSD**

In consideration for the services provided by CYS under this Agreement CUSD shall pay to CYS a maximum of **\$217,856** during the term of this Agreement. In-kind services valued at **\$62,928** will be provided through MSW/MFT graduate students affiliated with local universities, working with a CYS MSW/MFT Student Assistance Specialist to provide social/emotional support services to CUSD students. CYS shall bill CUSD once a month for each month of service beginning on September 1, 2018 for services rendered. CUSD shall provide payment to vendor monthly in arrears; within thirty (30) days from date of CUSD's receipt of vendor invoice.

SCHOOL	TOTAL BUDGET	FTE	HOURLY RATE
Central Unified School District	\$217,856	2.0	\$59.20

**5. Itemized Billings and Reports**

CYS agrees to provide a detailed billing to CUSD on a monthly basis which reflects the amount and types of services rendered for each monthly period. Such information shall include the number of hours of service provided by the MSW/MFT Student Assistance Specialist and MSW/MFT graduate students. CYS agrees to keep records with number and types of hours of services provided by the Student Assistance Specialist. Records shall also include how many CUSD students or families who declined services. CYS agrees to provide these documents to CUSD on an as needed basis. In addition, CYS agrees to retain accountability files documenting expenses and services provided pursuant to this program.

**6. Independent Contractor Status**

CYS and any agents, employees, or MSW/MFT Student Assistance Specialist and MSW/MFT graduate students, shall perform this Agreement in an independent capacity and not as officers, employees, or agents of CUSD.

**7. Department of Justice Clearance**

CYS is approved by the Department of Justice (DOJ) to receive State Summary Criminal History Information pursuant to Education Code Section 45125.1 and certifies that CYS employees have not been convicted of a felony as defined in Section 45122.1.

**8. Indemnify**

CYS shall indemnify, defend, and hold CUSD, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of actions, and demands including reasonable attorney's fees and costs incurred in connection with or in any manner arising out of CYS's performance of the work contemplated by this Agreement.

**9. Assignment**

This Agreement is personal and shall not be assigned by CYS either in whole or in part without prior written approval of CUSD and the sub-contractor. Any unapproved or unauthorized assignment may immediately void this Agreement.

**10. Taxes**

CYS agrees that it has no entitlement to any future work from CUSD or to any employment or fringe benefits from CUSD. CUSD will not withhold any sums from compensation paid to CYS. CYS is independently responsible for the payment of all applicable taxes.

**11. Notices**

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom notice is directed or shall be deemed served 48 hours after the same is deposited in the regular United States mail, postage prepaid, and addressed in the care of:

CENTRAL UNIFIED SCHOOL DISTRICT	COMPREHENSIVE YOUTH SERVICES
Kelly Porterfield Interim Superintendent – CBO 4605 N. Polk Ave. Fresno, CA 93722	Becky Kramer, MS, LMFT Executive Director 4545 N. West Ave. Fresno, CA 93705

**12. Governing Law**

Venue for any action arising out of or relating to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**13. Amendment to the Term of This Agreement**

This Agreement shall not be amended in any manner whatsoever, except by written agreement by the parties.

**14. Severability**

In the event any provision of the Agreement shall be held invalid or unenforceable by the court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of the Agreement.

**15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Agreement.

**16. Compliance with Laws**

CYS agrees to perform the services contemplated by this Agreement in a professional and competent manner and in compliance with all state or federal laws or regulations governing the service to be rendered pursuant to this Agreement.

**17. Cooperation with Evaluator**

Contractor agrees to cooperate with evaluators from CUSD as requested.

## **18. Remedies**

Failure by CYS to comply with any of the provisions, covenant, or condition of this Agreement including, but not limited, to the following shall be considered a material breach of this agreement.

- a) There is an illegal or improper use of funds.
- b) There is a failure to comply with any term, covenant, or condition of this Agreement or exhibits thereto.
- c) There are reports submitted to CUSD which contain incorrect or incomplete information in any material respect.
- d) The services are being improperly performed.

Any one of, or combination of, the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by CUSD hereunder constitute a waiver by the CUSD of any breach of this Agreement or any default which may then exist on the part of CYS, nor shall such payment impair or prejudice any remedy available to CUSD with respect to the breach or default. CUSD expressly reserves the right to demand of CYS funds under this Agreement which, in the judgment of CUSD, were not expended in accordance with the terms of this Agreement, and CYS agrees to promptly refund any such funds upon demand. Where there is a breach of Agreement as defined by this section, the District may, in its sole discretion, immediately suspend or terminate this Agreement. In addition to immediate suspension or termination, CUSD may impose any other remedies available by law, in equity, or otherwise specified in this Agreement. In lieu of, or in addition to, immediate suspension or termination, CUSD may seek one or more of the following remedies:

- 1. Afford CYS a time period within which to cure the breach, which period shall be established at sole discretion of CUSD; and/or at the direction of the State Department of Education; and/or
- 2. Discontinue reimbursement to CYS for and during the period in which CYS is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 3. Withhold funds pending curing of the breach; and/or
- 4. Offset against any monies billed by CYS but yet unpaid by CUSD those monies disallowed pursuant to this section.

CUSD and/or the State Department of Education shall give CYS written notice of any action pursuant to this paragraph, which notice shall be effective when given.

## **19. Termination**

Either party hereto may terminate this Agreement without cause at any time by giving written notice of such termination to the other party and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, CYS shall be reimbursed its allowable costs in accordance with Section "4" AND "5" of this

Agreement to the date of termination. Said reimbursement shall be provided in full by the District within 15 days following the submission of documentation of expenditures.

**20. Liability Insurance**


Without limiting CYS's indemnification, CYS shall secure and maintain, at its sole cost and expense during the term of this Agreement, a comprehensive general liability and vehicle policy, with an appropriate errors and omissions endorsement, using an occurrence policy form with combined single limits of one million dollars (\$1,000,000), with three million (\$3,000,000) annual aggregate limit. CUSD shall be named as an additional insured on the policies by endorsements that shall be attached to this Agreement as proof of insurance. CYS shall forward copies of such endorsements to CUSD within ten days following execution of this Agreement. Written notification by the carrier(s) to CUSD at least thirty (30) days prior to cancellation, failure to renew, or other changes in coverage, is required. The insurance provided under CYS's policies shall be primary and any insurance maintained by CUSD shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this Agreement.

**21. Worker's Compensation Insurance**

In accordance with the provisions of Section 3700 of the Labor Code, CYS shall secure the payment of Workers' Compensation to its employees. CYS shall sign and file with the CUSD the following certification prior to performing the work under this contract: "I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with those provision before commencing the performance of the work under this contract."

**IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first above written.**

**COMPREHENSIVE YOUTH SERVICES**



Becky Kramer, MS, LMFT  
Executive Director

4/25/18

Date

**CENTRAL UNIFIED SCHOOL DISTRICT**

Kelly Porterfield  
Interim Superintendent, Chief Business Officer

Date