



# JOHN F. KENNEDY UNIVERSITY

Office of Clinical Training | College of Psychology

100 Ellinwood Way, Pleasant Hill, CA 94523 | (925) 969-3444

This Agreement ("Agreement") is entered into on June 4, 2019 by and between **Alameda Unified School District** ("District") and John F. Kennedy University's Office of Clinical Training ("JFKU OCT"). The term of this Agreement will be from October 1, 2019 to June 30, 2020.

## 1. Performance of Services

(a) JFKU OCT agrees to provide school based therapeutic counseling services to District students as an independent contractor. The scope of services and responsibilities of each party are outlined in **Exhibit A**. JFKU OCT will make best efforts to fulfill all requests for units of service listed in **Exhibit B**. District will only pay for service requests that are fulfilled.

JFKU OCT will determine the means, manner, method and details of performing the services. JFKU OCT shall be responsible for providing the materials, tools and transportation necessary for the performance of the services under this Agreement.

(b) JFKU OCT represents that JFKU OCT has the qualifications and ability to perform the services in a professional manner, without the advice, control or supervision of District. JFKU OCT will be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. JFKU OCT shall have sole discretion and control of JFKU OCT's services and the manner in which they are performed.

2. Compensation. District shall pay for services performed in accordance with this contract according to the payment and fee schedule contained in **Exhibit B**.

An addendum to **Exhibit B** will be made to reflect resulting additional costs if additional units of service or other types of service are purchased after finalization of this contract.

3. Termination. This Agreement will terminate upon the completion of the services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the parties. JFKU OCT enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall JFKU OCT be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall JFKU OCT look to District as his/her employer, or as a partner, agent, or principal. JFKU OCT shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.

JFKU OCT shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of JFKU OCT's compensation hereunder, included estimated taxes, and shall provide District with proof of said payment.

JFKU OCT will provide District with a completed W-9 form.

5. Fingerprinting and Criminal Records Check of JFKU OCT's Employees. JFKU OCT shall comply with the provisions of California Education code 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of JFKU OCT and/or its employees. To the extent Education Code 45125.1 is applicable; JFKU OCT shall not permit any employee to have any contact with DISTRICT pupils until such time as JFKU OCT has verified in writing to the governing board of DISTRICT that such employee has not been convicted of a felony, as defined in Education Code 45125.1. JFKU OCT shall provide the certification document attached hereto as **Exhibit C** prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of District and all federal, state and local laws, ordinances and regulations are to be observed strictly by JFKU OCT pursuant to this Agreement.

7. Insurance. Each party shall procure and maintain its respective Certificate of Liability Insurance against claims for injuries to persons or damages to property which may arise from or in the connection with the performance of the work hereunder consistent with the coverage requirements noted below. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Additionally, each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party's facilities, or (b) the making of replacements, additions, or improvements to, or reconstruction of, the Party's facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.

**Coverage should be at least as broad as:**

- Commercial General liability (CGL): Insurance services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than 2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit. EXCEPTION: Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
- Workers' Compensation: as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Professional Liability/Errors & omissions Liability, if applicable: \$1,000,000 per occurrence.
- If the JFKU OCT maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the JFKU OCT.

Insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the JFKU OCT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the JFKU OCT's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the JFKU OCT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

8. Ownership of Designs and Plans. All designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by JFKU OCT as its sole and exclusive property.
9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

District	John F. Kennedy University
Attention:	Attention:
Address:	Address: 100 Ellinwood Way, Pleasant Hill, CA 94523
Phone:	Phone: (925) 798-9240, Ext. 7985
Fax:	Fax: (925) 798-0297
Tax ID#	Tax ID# 94-1610694

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

11. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
12. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
13. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

The parties hereto have executed this Agreement on the date first above written.

District

John F. Kennedy Univeristy

BY:

BY:

Signature of District Representative

Date

Signature of JFKU OCT Representative

Date

Title:

Title:

Print Name and Title

Print Name and Title

**EXHIBIT A**  
**John F. Kennedy University**  
**Office of Clinical Training**  
**School/College-Based Programs**  
**Description of Services and Responsibilities of Each Party**

**Definitions**

**Counselors**, for the purposes of this Agreement, are defined as graduate students in practicum from JFKU and other universities, as well as volunteer pre-licensed clinicians (e.g., Associate MFTs), hired as volunteers by JFKU Office of Clinical Training (JFKU OCT). Each Counselor is clinically supervised by a licensed clinician, hired by JFKU OCT, who has been licensed for at least two years.

**Counseling services** include and are not limited to, providing individual, group, or family therapy, classroom observations, consultations/collateral meetings with school staff, parents and/or other helping professionals. Group and individual sessions will typically last 45-50 minutes. Counselors will carry a minimum caseload of 5 face-to-face Student hours per week, per unit of service. This includes individual, family and group sessions. The maximum number of Student hours varies between each Counselor. It is dependent upon their time/scheduling constraints and the amount of clinical supervision they are able to receive.

**Point of Contact (POC)** is the person at the school site that will be available to the JFKU OCT Representative and Counselors for questions and concerns regarding the School/College-Based Program (SBP) placement.

**Students** are the Students of the District/School who are referred by the District/School to the Counselor(s) and become clients receiving counseling services from the assigned Counselor(s).

**Unit of service** is defined as 6 hours of counseling services at the school site each week for the duration of the contract.

**Responsibilities of John F. Kennedy University Office of Clinical Training (FKU OCT) and District/School**

**Both Parties agree that:**

- This Agreement is mutually beneficial, in that it allows Counselors to gain experience towards graduation and licensure in their respective fields through providing mental health services to the Students of the District/School.
- Best efforts will be made to place the requested amount of Counselors within a reasonable time after the start date of this Agreement.
- JFKU OCT will not be liable for any damages resulting from the District/School's failure to ensure placement of Counselors within a reasonable time after the start date of this Agreement.
- JFKU OCT will pro-rate its fee for services if Counselors are not placed within a reasonable time after the start date of this Agreement due to any delay caused by JFKU OCT.
- JFKU OCT will not charge a fee for any requests of Counselors from the school that were not fulfilled by JFKU OCT.

- JFKU OCT will uphold confidentiality standards and will not share any Student related written documentation that contains Student identifying information.

**John F. Kennedy University Office of Clinical Training (JFKU OCT):**

- Will provide a SBP Representative who will be available to the School/District liaison and School Sites' POCs for coordination purposes and questions regarding the SBP and the Counselors assigned to their schools.
- Will provide specialized training orienting Counselors to the school culture and the roles and responsibilities of school personnel at the school site, and clinical issues that often arise in schools.
- Upon request by the District/School, may provide a utilization summary including any of the following information:
  - number of Students referred for counseling services
  - number of Students who received counseling services
  - the top four reasons for referral for counseling
  - ethnicity and gender of Student population who received counseling services

**John F. Kennedy University Office of Clinical Training's Counselors:**

- Will obtain a minimum of 5 face-to-face hours with Students per week contingent upon the school sites' ability to refer a reasonable amount of Students.
- Will not miss more than two days of scheduled service per contract terms lasting less than 8-9 months and no more than 4 days of scheduled service per contract terms lasting 10-12 months. If more than the allotted days are missed, the Counselor(s) will make best efforts to make up the day. School holidays and breaks will not be considered missed days.
- Will learn School policies and practices (promotion and retention, delivery of service for special needs Students, etc.).
- Will learn the school profile, background of Student population, and Student needs.
- Will become familiar with their assigned school's and surrounding community's resources for Students.
- Will demonstrate sensitivity and cross-cultural competence when working with Students and families from diverse ethnic, economic, and cultural backgrounds.
- Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support Students' overall school success.
- Will assist Students and their families to access health, mental health, and/or support services available within the District/School, and in the community when clinically appropriate.
- Will obtain the appropriate written consent to provide services for any and all Student's served.
- Will only be permitted to provide therapy to Students who are dependent adults or under the age of 18 after they have obtained the appropriate written consent of the parental/guardian, except in situations where a minor may legally and ethically consent for their own treatment.
- Will follow professional and ethical guidelines, school policies and procedures, and State and Federal law pertaining to providing therapy in a school setting.
- Will follow professional and ethical guidelines and State and Federal law pertaining to Student confidentiality. Information about a particular Student can and will only be shared with third parties if the Student provides written consent to exchange information with a specific third party. As a stipulation of receiving Counseling Services, Students will sign a Consent for Exchange of Information to share information with the School/District. However, Counselors will only share information verbally when it is

in the best interest of the Student. The type of information shared will usually be in regards to goals and progress in treatment and relevant emergency information.

- Will immediately notify the POC, the Counselor's supervisor and SBP Representative in the event that an urgent or emergency circumstance is encountered by a Counselor, (i.e. call to Police, hospitalization evaluation, safety concerns, etc.).

**District/School:**

- Will make best efforts to refer a reasonable amount of Students to the Counselor(s) in order to maintain a minimum caseload of 5 face-to-face hours with Students per week, per unit of service by the end of the Counselor's second month placed at that site.
- Will provide the Counselor with a POC that they can refer to for questions and in case of emergency. The POC will also be available to coordinate with the SBP Representative in order to ensure needs for both the District/School and JFKU OCT are being met.
- Will give each Counselor an orientation to the District/School culture and the roles and responsibilities of personnel at the assigned school site.
- Will provide the Counselor with a room that will be uninterrupted while a Student is in session to protect Student confidentiality. The school will inform JFKU of the days of the week they will have room on campus for Counselors to conduct therapy.
- Will provide the Counselor with a JFKU OCT Referral Form for each Student referred to therapy. If District/School has a referral form that has been considered acceptable to use in place of the JFKU Referral Form by the SBP Representative, that form may be used instead.
- POC will complete an end-of-contract term evaluation of the SBP upon request of the SBP Representative.

## **Exhibit B: Compensation and Payment**

District/School shall pay for services performed in accordance with this agreement according to the Compensation and payment schedule contained in this exhibit.

### **Compensation Terms:**

Edison Elementary agrees to compensate JFKU OCT for performance of services on the following basis. JFKU OCT will make best efforts to provide services to Edison Elementary at a rate of \$6,000 per unit of service. Edison Elementary will pay for units of service that were fulfilled according to the payment schedule below.

Edison Elementary may request additional units of service at the same rate via email to JFKU OCT Representative.

**Agreement Term: October 1<sup>st</sup>, 2019- June 30<sup>th</sup>, 2020**

### **Itemization of Cost per Unit of Service Requested**

<b>Affiliate Location</b>	<b>Units of Service</b>	<b>Total Cost</b>
Edison Elementary	1	\$6,000
<b>Total</b>	<b>1</b>	<b>\$6,000</b>

### **Payment Schedule:**

<b>Payment Order</b>	<b>Service Dates</b>	<b>Amount Due</b>	<b>Invoice Sent By</b>	<b>Payment Due By</b>
Initial Payment	October 1, 2019 – January 31, 2020	\$3,000	January 1, 2020	February 1, 2020
Final Payment	February 1, 2020 – June 30th, 2020	\$3,000	May 1st, 2020	June 30 <sup>th</sup> , 2020

Each invoice will bill for the cost of services provided within the corresponding time frame. The Amount Due listed above is an approximation.

## EXHIBIT C

### *JFKU OCT REQUIRED to Complete* CRIMINAL BACKGROUND CHECK CERTIFICATION

#### Consultant/Independent JFKU OCT Agreement - Criminal Background Check

Name of Independent Consultant/JFKU OCT:		John F. Kennedy University
Services to be performed under the Agreement:		Field Work Placement, Graduate School Psychology Trainees / Associates
Schools/Locations where services will be performed:		See list of schools/colleges, attached in Exhibit B
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1		I certify that none of my employees, nor myself, will have more than limited contact with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	X	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

#### Certification by JFKU OCT

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

JFKU OCT Representative's Signature      Date

Debra Bean, President

Print Name

JFKU OCT Representative

District Representative's Signature      Date

David Wetmore, Director of Purchasing & Contracts

Print Name

District Representative's Signature