

- g. Ratify/Approve Agreement with Citrus Counseling Services, Inc., to provide mental health services to students, effective July 1, 2024 through June 30, 2026, at a cost not to exceed \$30,000.00, across 2 years, to be funded by Local Control Accountability Plan Funds (Appendix Item).**

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

Citrus Counseling Services, Inc.

THIS AGREEMENT is made effective on 07/01/24, and it is made by and between _____
 date consultant name
 _____ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 07/01/24 through 06/30/26.
 date date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

To provide mental health services to students who are experiencing anxiety, depression, suicidal ideation, and other mental health issues for youth who do not qualify for state and county funded programs.

Please check if applicable:



A statement of work is attached.



A specification is attached.



Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 07/01/24, and will diligently, properly
 date
 and in full compliance perform as required and complete the performance of services by 06/30/26. Time shall be of
 date
 the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$ 30,000.00
 dollar amount

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: See attached Fee Schedule

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained 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, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, 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 result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement **NAMING THE DISTRICT AS ADDITIONALLY INSURED** with the endorsement on form CG20 11 04 13 to be sent to us **DIRECTLY** from your broker with a waiver of subrogation and primary CG 24 04 05 09, noncontributory CG 20 01 04 13.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☒ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of
- ☐ services, see form attached IF working individually with students unsupervised.
- ☒ **Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract.**

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall

have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE AND CERTIFICATION:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The 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 performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a. Increase dollar amounts
 - b. Effect administrative changes
 - c. Effect other changes as required by law.
16. **CONFLICT OF INTEREST:** Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. **GOVERNING LAW:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. **CONFIDENTIALITY:** All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Citrus Counseling Services

Consultant/Firm Name

101 E. Redlands Blvd. Suite 215

Consultant Address

Redlands, CA 92373

City, State, Zip

District:

Redlands Unified School District

20 West Lugonia Ave.

Redlands, CA 92374

Assistant Superintendent, Business Services
Chief Business Official

(Signature, Authorized Representative)

Roger Uminski II

(Telephone)

909-793-1078 x101

(email address)

06/17/24

(Date)

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

District Board of Education Approval Date: _____ District Requisition Number: _____ P.O. Number: _____

REDLANDS UNIFIED SCHOOL DISTRICT CONSULTING SERVICES CONTRACT

CITRUS COUNSELING SERVICES

FEE SCHEDULE

1. Initial Screening

No charge to District. CCS will continue to access other non-District funding currently available to CCS.

2. Individual Mental Health Therapy

\$158.60 per hour session (~50 minutes)

3. Group Therapy/Psychoeducational Classes

\$48.20 per participant, per hour session (~50 minutes).

Minimum of 4 participants, maximum of 8 participants per group.

4. Community Resiliency Model (CRM) Trainings

Up to one training provided to District per quarter at no charge. This assumes that other non-district funding remains available to CCS.

Additional training sessions: \$642.72 per 4 to 6 hour training. Maximum of 35 participants.

4. Incident Response Team

No charge to District for up to two days of initial response. CCS will continue to access other non-District funding currently available to CCS.

\$187.46 per hour, per therapist for time beyond the initial two day Incident Response.

5. Annual Rate Increase

Rates under this contract shall increase 4% per year, on July 1 of each contract year.

6. Invoicing and Payment

CCS will invoice District monthly, on or around the 10th of each month. Invoice terms are Net45. Payment may be by check mailed to CCS's primary business address, or by EFT, if mutually agreed.

REDLANDS UNIFIED SCHOOL DISTRICT CONSULTING SERVICES CONTRACT

CITRUS COUNSELING SERVICES

SCOPE OF SERVICE

1. Initial Screening

Each student referred to CCS will receive an initial screening appointment in which the CCS Mental Health Therapist(s) will evaluate the student's/former student's individual needs, and recommend the appropriate treatment course to District personnel for approval.

2. Individual Mental Health Therapy

Upon authorization by District for a treatment course of fifteen (15) 50-minute sessions, CCS Therapists will provide Individual Therapy in-person, or through tele-mental health. District may, at its option, authorize additional treatment sessions as needed based on clinical assessments and feedback provided by CCS.

3. Group Therapy/Psychoeducational Classes

Upon authorization by District for a treatment course of five (5) 50-minute group sessions, CCS Therapists will provide Group Therapy and/or Psychoeducational Classes in-person, or through tele-mental health. District may, at its option, authorize additional treatment/class sessions as needed based on clinical assessments and feedback provided by CCS.

4. Community Resiliency Model (CRM) Trainings

CCS will provide Community Resiliency Model (CRM) Trainings to RUSD staff who District Administration determines would benefit from such training. The Community Resiliency Model was developed by the Trauma Resource Institute to build trauma-informed and resiliency-focused communities. The CRM model is a skills-based, stabilization program designed to help re-set the natural balance of the nervous system. CRM helps District staff better serve students who have been affected by trauma. The primary outcomes of CRM training for District staff are that the staff; (1) develop increased understanding of trauma and trauma responses, (2) develop increased comfort and competence in engaging with someone who had experienced trauma; and (3) increased confidence in providing support to someone who has experienced trauma.

4. Incident Response Team

CCS staff respond alongside the Redlands Coordinated Supports and Services (RCSS) department to provide individual therapeutic support, group support, and other on-site services following a traumatic incident. Incidents may include acts of significant violence, death of a school staff member, death of a student, or other significant traumatic incidents.