

AGREEMENT FOR SERVICE BETWEEN
THE REDWOOD CITY SCHOOL DISTRICT AND STARVISTA

This agreement is made as of this day of August 15, 2019 by and between the Redwood City School District ("RCS D") and StarVista ("CONTRACTOR") to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for RCS D in accordance with the terms, conditions, and specifications set forth herein:

The CONTRACTOR agrees to provide Mental Health services as described below.

A. Scope of Services

The CONTRACTOR agrees to provide the following services:

➤ School Based Counseling Program:

Clifford, Garfield, Henry Ford, John Gill, Hoover, McKinley Institute of Technology, Kennedy Middle School, North Star Academy, Roosevelt, Roy Cloud and Taft schools and specifically will provide:

- 15 hours a week of staff time at Clifford, Garfield, Henry Ford, Hoover, John Gill, and North Star Academy for 32 weeks and through June 2019 (excluding four weeks for vacation – November, last two weeks of December, and Spring Break)
- 45 hours per week at Kennedy; 30 hours per week at McKinley Institute of Technology; 35 hours per week at Roosevelt; 40 hours per week at Roy Cloud; 11.5 hours per week at Taft; 15 hours per week at all other schools (Clifford, Garfield, Henry Ford, Hoover, John Gill, and North Star Academy).
- 32 weeks (minimum) of services will include, but are not limited to individual and group counseling, classroom support, crisis intervention, teacher consultation, and parent support.
- Approximately 15 parents/teachers provided with support per school by StarVista Clinicians. Individual counseling provided to approximately 25-30 unduplicated youth per school. The actual number will depend on the number of students referred for individual versus group counseling. Schools will help determine the final design of the program.
- Additional hours of services can be arranged with StarVista at the rate of \$57.29/hour (that is per hour, per week, times the number of weeks services are requested).
- Attend partnership meeting and participate in information sharing, problem-solving, parent surveys, evaluation, and data collection process.

➤ Children's Place:

- Children's Place (StarVista) early intervention program will provide services at 4 schools (Garfield, John Gill, Hoover, and Taft) for high-risk students ages 5-13 growing up in chemically dependent families.

- The Children's Place Program service providers are at each school for 6-8 hours each day for 1-2 days a week; approximate number of students is 10-15 students at each school (a combination of individual and group therapy).
- Attend partnership meetings and participate in information sharing, problem-solving, parent surveys, evaluation, and data collection process.

RCSD will provide:

- Overall oversight and leadership to the programs (Director of Health and Wellness)
- Site support including assigning a liaison that will oversee the program at the site and provide support to StarVista staff including but not limited to referrals, communication with school staff, parent consent (Assigned Site Liaison)
- Confidential space for both individual and group work, at each school to which the clinicians are assigned. Group rooms will be able to comfortably and safely hold a group of 6 students and a leader. All space will be confidential, meaning secure and respected as off limits when in use by a clinician. It is considered unethical to interrupt therapy sessions without prior approval by the clinician.

RCSD and StarVista will:

- Work closely through regular communication and problem-solving sessions to ensure the successful implementation of the program. Site staff should meet at least once a month with StarVista clinician with Clinical Supervisor and/or Program Director when possible to outline the progress of current caseload and/or problem solve and plan. Director of Health and Wellness should meet with StarVista regularly to track program progress.
- Attend partnership meeting and participate in information sharing, problem-solving, evaluation and data collection process.

2. **TERM OF AGREEMENT:** The term of this agreement is from September 1, 2019 through June 15, 2020.
3. **COMPENSATION:** The CONTRACTOR agrees to perform all the services of this agreement for a total amount to exceed **\$492,070**.

Breakdown of Costs by program:

School Based Counseling Services - \$461,070

School Based Counseling SUMMER School - \$20,000

Children's Place - \$11,000

4. **PAYMENT:** The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each quarter. The Contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility. Staff absence or vacancy should be either compensated by service or deduction on the total cost of the services. For the purpose of calculating deductions each 15 hours of service is

assigned a cost of \$859.

5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.
6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of RCSD.
7. LICENSES AND PERMITS: It shall be the CONTRACTOR'S responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.
9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of RCSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of RCSD employees.
10. INSURANCE: Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

Comprehensive General Liability... \$1,000,000 (applies to all agreements)
Motor Vehicle Liability Insurance... \$1,000,000 (to be checked if motor vehicle used in performing services)
Professional Liability... \$1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify RCSD as an additional insured.
11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.
13. HOLD HARMLESS: CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way

occasioned by or arising out of the performance of this agreement.

14. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and RCSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.
15. GOVERNING LAW: This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.
16. TERMINATION: RCSD may at any time terminate this Agreement upon written notice to CONTRACTOR. RCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, RCSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, RCSD may secure the required services from another Contractor. If the cost to RCSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

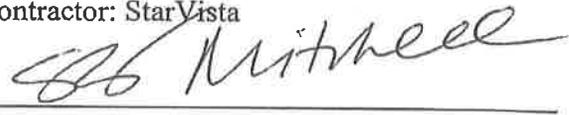
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Redwood City School District

Contractor: StarVista



Priscilla Aquino-Dichoso, Chief Business Official
Dated:



Dr. Sara Larios Mitchell, CEO
Dated:

Redwood City School District

Dr. John Baker, Superintendent
Dated: