

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____ by and between the Averill Park Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at Algonquin Middle School in Averill Park, New York, and Rensselaer County Department of Mental Health (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at Ned Pattison Government Center 1600 7th Ave, Troy, N.Y. 12180.

A. TERM:

1. The term of this Agreement shall be from July 11, 2017 through June 30, 2018 inclusive, unless terminated earlier as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the District relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

6. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

7. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT through the Superintendent of Schools or his/her designee. Rensselaer County Department of Mental Health (RCDMH) will provide services to Averill Park students who are exhibiting behavior which disrupts the learning environment during the hours of 10 AM - 4 PM on Tuesdays and 8AM - 2 PM on Thursdays during the school days of September 6, 2017 and June 22, 2018.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be: crisis evaluation, support, and consultation for students not admitted to treatment services. These services will be provided on site at Algonquin Middle School of the Averill Park Central School District.
3. DISTRICT shall obtain whatever parental consents, releases, prescriptions or other legal documents that are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
6. The CONSULTANT shall observe all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Consultant by the District, including but not limited to, student records. CONSULTANT shall provide services and maintain records, logs and reports consistent with these laws including, but not limited to, Family Educational Rights and Privacy Act, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement. Activities may include but are not limited to: attendance at Committee on Special Education meetings; classroom observations; participation in Student Support Team and Child Study Team meetings; staff consultation; home visits; and psycho-education of Mental Health diagnosis.
9. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
10. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
11. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. CONSULTANT, and any persons providing services, will maintain such qualifications during the term of this Agreement.
2. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. Averill Park Central School District will underwrite the cost of services rendered by RCDMH at a rate of \$100.00 per hour not to exceed \$15,000.00.
2. The DISTRICT will not incur any charges should any provider placed by the CONSULTANT be absent for any reason whatsoever. However, should a student be absent, the DISTRICT will be billed for the scheduled session unless the DISTRICT provides the CONSULTANT with timely notice of the student's absence. This does not apply to standard leave accruals (sick days, personal leave, etc.) for service providers assigned exclusively to the district.
3. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of

such cancellation or non-renewal.

4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS:

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Rensselaer County, New York.

6. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

8. This Agreement is subject to the approval of the Board of Education of the District.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

RENSSELAER COUNTY

DISTRICT

Kathleen M. Jimino

Dr. Jim Franchini

County Executive

Superintendent

Date: _____

Date: _____

DIGITAL SIGNATURE PAGE