

# Regional Center Consultant

---

Date: 10/31/2018

To: Isabel Calder, Fiscal Department Manager, North Bay Regional Center

Re: Mental Health Services Act: Social-Sexual Education Project Consultant

This agreement for services is effective July 1, 2019 and will terminate on June 30, 2020, by and between Michelle Hugo ("Contractor") and North Bay Regional Center (NBRC) a California nonprofit corporation.

## A. SERVICES

### **PHASE I: TRAINING**

This phase of the contract includes participating in a series of trainings on targeted evidence-based teaching strategies. The evidence based teaching strategies include: Cognitive Behavioral Interventions, Scripting, Video Modeling, Social Skills Training, Social Narratives, and Visual Supports. This contractor will spend approximately 2 hours on each training. Trainings will be taken online through AFIRM ASD Learning Modules and can be accessed at no charge at <http://afirm.fpg.unc.edu/afirm-modules>

12 hours @ \$75 per hour

Not to exceed: \$900

Date of Completion: No later than three (3) months from the start of contract: September 30, 2019

### **PHASE II: EDUCATION and FEEDBACK**

This phase of the contract involves learning about the Social-Sexual Education Project, collaborating with other professionals, and providing feedback about the contractor's experiences in teaching the material. This contractor will participate in monthly meetings with other subcontractors of this project. Meetings will be held on the second Wednesday of every month from 4:30-6:30. Meeting dates include July 10<sup>th</sup>, August 14<sup>th</sup>, September 11<sup>th</sup>, October 9<sup>th</sup>, November 13<sup>th</sup>, and December 11<sup>th</sup>. Meetings in 2020 are TBD. The purpose of these meetings will be to review program material, listen to other subcontractors' experiences in teaching the material, share personal experiences in teaching the material, provide feedback to project leaders about the successes and failures of teaching experiences, and provide formal evaluation forms for every lesson that the contractor administers.

24 hours @ \$100 per hour

Not to exceed: \$2,400

Date of Completion: This can be billed in 2 installments; One after December 11<sup>th</sup> for up to \$1,200, and one after June 2020 for up to \$1,200.

### **PHASE III: TEACHING PHASE**

During this portion of the project, Contractor will pilot test education material that has been developed from the Social-Sexual Education Project through the context of his/her own employment. Because the contractor will be teaching material in the context of his/her own employment, he/she will not be directly compensated for teaching the material. Rather, he/she will be compensated for studying the material before teaching, prepping for classes,

Mental Health Services Act/Social-Sexual Education Project: Independent Contractor

evaluating the material after teaching, and completing pre-and post-evaluation measures on students who will be participating in the program. Contractors may choose to administer pre- and post-evaluation measures on the students of other contractors as well.

36 hours @ \$75 per hour

Not to exceed: \$2,700

Date of Completion: June 30, 2020

**B. AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CLIENT (NBRC) AND CONSULTANT**

NBRC agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Contractor agrees to perform the services set forth in A - Services and incorporated hereafter referred to as the "Services".
2. **Rate of Payment** - NBRC agrees to compensate Consultant for its Services at:
  - a. \$75-100 per hour as outlined in A; and

Compensation will be remitted in accordance with the Payment Schedule.

3. **Payment Schedule:**
  - a. First Progress Invoice upon completion of Phase I.
  - b. Second Progress Invoice upon completion of Phase II: Part 1 and Part 2
  - c. Third Progress Invoice upon completion of Phase III.
4. **Invoices, Payment** - Invoices remitted to NBRC shall be due within 30 days of the date of Contractor's invoice, which date will not be before the delivery of Services. NBRC will provide payment within 30 days of receiving an invoice.
5. **Cooperation, Access** – NBRC and Contractor agree to cooperate with each other in every reasonable way in the performance of this Agreement. NBRC agrees to provide Contractor with any and all documents and files necessary to complete the Services, including, but not limited to, written policies, procedures, or guidelines. NBRC agrees to provide Contractor with access to any and all computer programs or databases necessary to complete the Services.
6. **Service Performance** – Contractor has the sole right to control and direct the means, manner, and method by which the Services will be performed. NBRC will not require Contractor to devote full time to performing the Services. Contractor has the right to perform services for others during the term of this Agreement.
7. **Force Majeure.** The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
8. **Confidentiality.** Contractor acknowledges that it may be necessary for NBRC to disclose certain confidential information, such as NBRC consumer information, to Contractor in order for Contractor to perform duties

under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this confidential information would irreparably harm NBRC. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any confidential information of NBRC without NBRC's prior written permission except to the extent necessary to perform services on NBRC's behalf.

9. **Products and Resources Developed.** The Regional Center and Contractor recognize that, because all products and resources developed and used by way of this project and its associated activities are the result of public funds granted through the MHSA, the Regional Center and Contractor do not have proprietary rights to products, resources, and material. As a result, these products, resources, and materials must be sent to the Department of Developmental Services, other Regional Centers, and made available upon request. Contractor acknowledges that the equipment purchased for this project and its products, resources, and materials are property of the State of California.
10. **No Warranties; Due Diligence.** Contractor makes no warranty, either expressed or implied, as to its findings, recommendations, professional advice, or fitness of Services or Work Product for particular purpose. NBRC acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Services or Work Product and that no such statements or representations have been made. NBRC acknowledges that it has relied solely on the investigations, examinations, and inspections as NBRC has chosen to make and that the Consultant has afforded NBRC the opportunity for full and complete investigations, examinations, and inspections.
11. **Limitation of Liability.** Contractor will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Consultant has been advised of the possibility of any such damage. In no event will the Consultant's liability exceed the price NBRC paid to the Consultant for the specific Services or Work Product provided by the Consultant giving rise to the claim or cause of action. However, Consultant will remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor while on NBRC's premises to the extent such actions or omissions were not caused by NBRC.
12. **Governing Law and Designation of Forum.** (a) The laws of the State of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement. (b) A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of California sitting in Napa County. Each party to this Agreement consents to the exclusive jurisdiction of the courts of the State of California sitting in Napa County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.
13. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

14. **No Partnership.** This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.
15. **Terminating the Agreement.** With reasonable cause, either NBRC or Contractor may terminate this Agreement, effective immediately upon written notice. NBRC shall be responsible for payment for Services completed to that date. Contractor shall submit a final invoice upon Agreement termination.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.
17. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.
18. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.
19. **Counterparts; Electronic Signatures.** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

**Authorization to Proceed:**

NBRC hereby acknowledges and accepts this Proposal and Agreement and by signing below hereby authorizes Consultant to proceed accordingly.

North Bay Regional Center

\_\_\_\_\_,  
Isabel Calder  
Interim Chief Financial Officer

\_\_\_\_\_,  
Deanna Mobley  
Associate Director of Client Services

Contractor

\_\_\_\_\_,  
Michelle Hugo, MA