



**Pacific Clinics**  
ADVANCING BEHAVIORAL HEALTHCARE

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**PACIFIC CLINICS**

**AND**

**AZUSA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by the above parties and shall commence on the date of **July 1, 2021** and continue through **June 30, 2022**. Either party, however, may modify, amend, or terminate this MOU with 30 days written notice.

The purpose of this agreement is to identify and stipulate the type and extent of services to be provided by **Pacific Clinics (Pacific Clinics) to Azusa Unified School District (AUSD)**.

**I. PURPOSE**

The purpose of the program is to work together towards the mutual goal of providing Outpatient Mental Health, Medication Support Services and Drug and Alcohol Services to at-risk children and adolescents and their families.

**II. GOAL**

The goal of the program is to address specific behaviors that interfere with student functioning within an educational setting and to reduce symptoms and restore or maintain levels of functioning consistent with the requirements of learning, development, independent living and enhanced self-sufficiency.

**III. SERVICES PROVIDED**

**Pacific Clinics will:**

1. Act as lead agency, to provide outpatient site based, school linked/based and in-home mental health services, including psychiatric services, to Medi-Cal eligible children and their families.
2. Provide ongoing case consultation to school staff and other participating community organizations.
3. Provide prevention and early intervention through outpatient treatment with evidence-based practice, i.e., Trauma Focused Cognitive Behavioral Therapy (TFCBT), Aggression Replacement Therapy (ART), Interpersonal Therapy (IPT), MAP Managing Adaptive Practices, Parent Child Interaction Therapy (PCIT) and all other forms of intervention, as needed.
4. Provide prevention and early intervention services that may consist of education classes about alcohol and drug use, including why youth use, societal influences, the effects on the body, practicing peer refusal skills, personal awareness, improving social skills, suicide prevention, positive self-image, etc. Provide a Youth Assistance Program that includes brief interventions to students that are experiencing early problems related to substance use, possession, or other similar issue.

5. Provide outpatient treatment services for substance use disorders, including but not limited to intake, assessment, treatment planning, discharge planning, individual counseling sessions, group counseling sessions, linkages, and referrals.
6. Crisis intervention.
7. Interventions involving family members and program participants through collateral and family therapy.
8. Provide outpatient treatment to children 0-5 years old.
9. Ensure that all staff will have successfully met the fingerprinting requirements as defined in the California Education Code §45125.1.
10. Provide liability insurance for site-based and in-home mental health services.
11. While protecting participants' confidentiality, ensure proper releases to provide information to AUSD regarding attendance and participation.
12. In the event of continued school campus closure due to COVID19, Pacific clinic will provide these mental health services listed above via telephone or telehealth.

**Azusa Unified School District will:**

1. Act as partner agency in providing educational support to those children and adolescents identified as Medi-Cal eligible children/adolescents for mental health services and/or site-based drug and alcohol services.
2. Complete basic referral/documentation process for all youth referred to Pacific Clinics to receive services.
3. Provide ongoing case consultations to Pacific Clinics clinical staff, and other participating community organizations.
4. Support allowing the youth to attend prevention classes and/or treatment sessions during hours of operation, when appropriate.
5. Work collaboratively with Pacific Clinics in establishing and implementing procedures and protocols regarding child abuse reporting, confidentiality issues, and suicidal management.
6. Provide confidential office space as needed between the hours of 8:00 a.m. and 4:00 p.m., (Monday through Friday) telephone and photocopy machine access for attending counselors and clinicians, to accommodate Medi-Cal eligible children, adolescents, and their families.
7. Provide direct linkage between Pacific Clinics and identified children, adolescents and their families by obtaining, when available, Medi-Cal documentation, as well as, when appropriate, parent consent for services to help Pacific Clinics staff arrange intake sessions and other services.
8. Work collaboratively with Pacific Clinics in providing all services.

**IV. COMPLIANCE WITH LEGAL REQUIREMENTS:**

Pacific Clinics and **AUSD** shall comply with all applicable HIPAA requirements and all federal, state, and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. Pacific Clinics agrees to serve all clients without regard to color, creed, religion, ethnicity, sex, sexual orientation, nationality, and/or physical or mental disability. Further, Pacific Clinics specifically agrees to adhere to CA Code of Regulations, Title IX and LADMH contractual requirements for service delivery.

**V. CONFIDENTIALITY**

**AUSD** shall, during the term of this Agreement and for a period of five (5) years thereafter, maintain the confidentiality of confidential information disclosed by Pacific Clinics (“Confidential Information”) and to use such Confidential Information solely for the purpose expressly set forth herein. Confidential Information shall mean any and all information disclosed to **AUSD** concerning Pacific Clinics or specifically in connection with the services performed pursuant to this Agreement, including but not limited to proprietary information, materials, know-how, and other data, both technical and non-technical. **AUSD** shall have no obligation of confidentiality and non-use with respect to Confidential Information which:

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of **AUSD**
- (b) Is obtained by a third party who had the legal right to disclose Confidential Information to **AUSD**
- (c) Is already in the possession of **AUSD** as evidenced by written documentation that Predates **AUSD’s** receipt of Confidential Information; or
- (d) Is required by law, rule, or regulation.
- (e) **AUSD** will also sign a Business Associate Agreement with Pacific Clinics (see Appendix A).

**VI. LIMITATION OF LIABILITY**

To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon contract, negligence, tort or otherwise.

**VII. INDEMNIFICATION AND INSURANCE:**

Pacific Clinics and **AUSD** shall mutually agrees to indemnify, defend, and hold the other harmless from and against all claims of each such party’s sole negligence or willful misconduct and/or for material breach of this Agreement.

**VIII. OPERATIONAL AND PROCEDURAL DETAIL**

Any and all operational and procedural detail that is mutually agreed to by Pacific Clinics and **AUSD** and deemed necessary to put in writing may be attached to this MOU as Appendix B.

**IX. COUNTERPARTS**

This Agreement may be executed in identical counterparts; when taken together shall constitute the entire Agreement and shall have binding affect once all parties have executed one of the identical counterparts.

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**EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective when signed by the following authorized persons. All notices or correspondence related to this agreement should be directed to:

**PACIFIC CLINICS**

800 South Santa Anita Avenue  
Arcadia, CA 91006  
Tel: (626) 254-5000  
Fax: (626) 294-1077

\_\_\_\_\_  
**Executive Management Signature**  
(CEO, President, & EVP/CAO)

\_\_\_\_\_  
**Date**

**AZUSA UNIFIED SCHOOL DISTRICT**

546 South Citrus Avenue  
Azusa, CA 91702  
Tel: (626) 967-6211

\_\_\_\_\_  
**Arturo Ortega**  
Superintendent

\_\_\_\_\_  
**Date**

## EXHIBIT A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into, dated as of July 1, 2021 ("Effective Date"), by and between Pacific Clinics, a non-profit California corporation with its principal place of business located at 800 S. Santa Anita Avenue, Arcadia, CA 91006 ("Pacific Clinics" or "Covered Entity"), and Azusa Unified School District, a California corporation/ LLC with its principal place of business located at 546 South Citrus Avenue Azusa, CA 91702 ("Business Associate").

**WHEREAS**, Covered Entity and Business Associate are parties to an agreement or various agreements pursuant to which Business Associate provides certain services to Covered Entity ("Services Agreement(s)");

**WHEREAS**, in connection with the Services Agreement(s), Business Associate creates, receives, maintains or transmits Protected Health Information from, to, or on behalf of Covered Entity, which information is subject to protection under: (i) the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and related regulations promulgated by the Secretary of the U.S. Department of Health and Human Services ("Secretary") including the privacy regulations codified at 45 CFR Part 160 and Part 164 (the "Privacy Rule") and the security regulations codified at 45 CFR Part 160 and Part 164 (the "Security Rule") (collectively, "HIPAA"); (ii) the California Confidentiality of Medical Information Act codified at Civil Code section 56 *et seq.*; (iii) the Lanterman-Petris-Short Act codified at Welfare and Institutions Code section 5328 *et seq.*; (iv) 42 U.S.C. section 290dd-2 and its implementing regulations codified at 42 C.F.R. Part 2 regarding the protection of substance abuse treatment information ("Part 2"); and (v) any other applicable federal or state law governing patient privacy and/or security of patient information (together with (i) through (iv) "Applicable Law");

**WHEREAS**, Business Associate qualifies as a "business associate" (as defined by HIPAA), which means that Business Associate has certain responsibilities with respect to Covered Entity's Protected Health Information; and

**WHEREAS**, Business Associate may also qualify as a Qualified Service Organization under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

**NOW, THEREFORE**, in consideration of the mutual covenants set out below and valid consideration, the receipt and sufficiency of which is hereby acknowledged and incorporating the recitals set forth above, the parties agree as follows:

#### 1. Definitions.

- a. General. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by HIPAA.
- b. Specific.
  - i. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.
  - ii. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.

- iii. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- iv. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- v. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi. Security Incident. "Security Incident" shall mean an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- vii. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.
- viii. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

## **2. Obligations and Activities of Business Associate.**

a. Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement(s) and Applicable Law. Without limiting the foregoing, to the extent the Business Associate will carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement(s) and this Agreement. Without limiting the generality of the foregoing, Business Associate represents and warrants that Business Associate:

- i. Has implemented and will continue to maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule; and
- ii. Shall ensure that any agent or Subcontractor, to whom Business Associate provides Electronic Protected Health Information, has implemented and will continue to maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule.

c. Reporting. Business Associate agrees to promptly, and in any event within twenty-four hours, report to Covered Entity any of the following:

- i. Any use or disclosure of Protected Health Information not permitted by this Agreement of which Business Associate becomes aware.
- ii. Any Security Incident of which Business Associate becomes aware.

iii. The discovery of a Breach of Unsecured Protected Health Information.

A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer, Subcontractor or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Services Agreement(s).

d. Investigations, Reports and Notices. Business Associate shall reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of this Agreement and/or any Security Incident or Breach and the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under Applicable Law, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate or its employees, officers, Subcontractors or agents of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of the Business Associate required under this Section.

f. Agents/Subcontractors. Business Associate agrees to ensure that any agent and/or Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees in writing to restrictions and conditions at least as stringent as those that apply to Business Associate pursuant to this Agreement with respect to such information. Business Associate agrees that, in the event that Business Associate becomes aware of a pattern of activity or practice of an agent and/or Subcontractor that constitutes a material breach or violation by the agent and/or Subcontractor of any such restrictions or conditions, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, to terminate the contract or arrangement with such agent and/or Subcontractor.

g. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time, format and manner reasonably requested by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under HIPAA. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual or the Individual's designee.

h. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to such Protected Health Information at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

i. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered

Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with Applicable Law.

j. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Applicable Law.

k. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.j. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Applicable Law. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

l. Privacy Requirements. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

### **3. Permitted Uses and Disclosures by Business Associate.**

a. Services Agreement(s). Except as otherwise limited in this Agreement, Business Associate may only use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement(s), provided that such use or disclosure would not violate Applicable Law if done by Covered Entity. All such uses and disclosures shall be consistent with the minimum necessary requirements of HIPAA.

b. De-Identified Data. Business Associate is not authorized to de-identify Protected Health Information or to use or disclose any de-identified Protected Health Information of Covered Entity except as otherwise provided in the Services Agreement(s). If de-identification is specified in the Services Agreement(s), Business Associate shall de-identify the information in accordance with 45 CFR 164.514(a)-(c).

c. Use for Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

d. Disclosure for Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the Protected Health Information will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **4. Responsibilities of Qualified Service Organization.**

To the extent that Business Associate is also considered a Qualified Service Organization, with access to protected substance abuse treatment information, in receiving, storing, processing or otherwise dealing with any protected substance abuse information from Covered Entity, Business Associate is fully bound by Part 2. If necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to protected substance abuse information unless access is expressly permitted under Part 2.



## 5. Term and Termination.

a. Term. This Agreement shall be effective as of the date of this Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall either:

i. Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Agreement; (B) all of the provisions of the applicable Services Agreement(s) that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the applicable Services Agreement(s) as Covered Entity designates in its sole discretion; or

ii. If Business Associate has breached a material term of this Agreement and cure is not possible, immediately terminate: (A) this Agreement; (B) all of the provisions of the applicable Services Agreement(s) that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the applicable Services Agreement(s) as Covered Entity designates in its sole discretion.

c. Effect of Termination.

i. Except as provided in Section 5(c)(ii), upon termination of the applicable Services Agreement(s), for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. In addition, with respect to Electronic Protected Health Information, Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, to prevent the use or disclosure of the Protected Health Information, for as long as Business Associate retains the Electronic Protected Health Information.

## 6. Miscellaneous.

a. No Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

b. Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

c. Amendment to Services Agreement(s). The parties agree to take such action as is necessary to amend the Services Agreement(s) or this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.

d. Survival. The respective rights and obligations of Business Associate under Section 5(c) and this Section 6(d) of this Agreement shall survive the termination of the Services Agreement(s) or this Agreement.

e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with Applicable Law.

f. Third Party Beneficiaries. Covered Entity's subsidiaries and affiliates shall be considered third party beneficiaries of this Agreement and the agreements contained therein.

g. Incorporation of this Agreement. The terms of this Agreement are hereby incorporated into the Services Agreement(s) (including present and future agreements). Except as otherwise set forth in Section 6(d) of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement(s), the terms of this Agreement shall prevail. The terms of the Services Agreement(s) which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof.

h. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, exclusive of conflict of law rules. The parties agree and consent that any legal action or proceeding with respect to this Agreement shall only be brought in the state and federal courts located in Los Angeles County, California.

i. Amendments. No amendments or modifications to this Agreement shall be effective unless executed by both parties in writing.

j. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and this Agreement supersedes any former business associate agreement or addendum entered into by the parties.

The parties have executed this Agreement as of the date set forth above.

**Pacific Clinics (“Covered Entity”)**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Azusa Unified School District (“Business Associate”)**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_