

AGREEMENT FOR SERVICES

By and Between
Azusa Unified District and
Foothill Family

This Agreement for Services is made this the 1st day of July 2023 until the 30th day of June 2024 by and between the Azusa Unified District (District), a public school district of the State of California, and Foothill Family, a non-profit corporation of the State of California.

RECITALS

WHEREAS, Foothill Family is a contract provider within the Los Angeles County Department of Mental Health Children's System of Care and is authorized by the Department of Mental Health to provide services to students and families eligible for Medi-Cal and who meet specified criteria of medical necessity and/or school functioning impairment due to behavioral problems, learning disabilities and non-attendance; and

WHEREAS, Foothill Family and District desire to collaborate with each other to offer students mental health services at District school facilities; and

WHEREAS, both parties desire to memorialize the terms and conditions associated with the provision of mental health services under the aforementioned program.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Foothill Family agree as follows:

Section 1. Mental Health Services.

- A. Foothill Family shall provide outpatient mental health services to District pupils, consisting of individual, group, and family therapy, medication assessment, diagnostic testing where indicated, case management, substance abuse counseling, collateral consultation, parent education and support groups (Mental Health Services). Students will be provided with one or more hours of service per week, as indicated by individual needs. To the extent necessary and appropriate, Foothill Family shall ensure family participation in Mental Health Services to students of District.
- B. Mental Health Services will be provided according to a schedule mutually agreed to by Foothill Family and District.
- C. All Mental Health Services provided by Foothill Family will be free of charge to District students and their families. The clients will be required to have or be eligible for Medi-Cal coverage to ensure compliance with

funding regulations. Clients without Medi-Cal coverage may receive mental health services as additional funding Foothill Family receives permits. Referrals made by District staff will be evaluated for eligibility by Foothill Family staff.

- D. Mental Health Services shall be provided at District facilities, at agency offices or at clients' homes. District shall make available to Foothill Family staff appropriate confidential office/examination space, a telephone, and wireless internet access at each site. All other equipment necessary for the provision of Mental Health Services shall be the responsibility of Foothill Family.

Section 2. Staffing.

Foothill Family shall provide all personnel to staff the Mental Health Services program. Foothill Family staff shall consist of licensed or registered intern psychotherapists; registered MFT (Marriage and Family Therapy) graduate student trainees; MSW (Social Work) graduate student interns; registered or licensed psychologists for administration of the diagnostic testing instruments; and psychiatric support services for evaluations, consultations, monitoring and medication prescriptions as needed.

All personnel shall be employees of Foothill Family, and Foothill Family shall be responsible for verifying that all personnel are properly licensed, certified or otherwise qualified to participate in providing the Mental Health Service. Supervision of Foothill Family staff shall be provided by Foothill Family. Foothill Family shall provide worker's compensation insurance coverage for all employees involved in the operation of the Mental Health Services Program. Foothill Family shall provide District with a certificate of insurance in a form satisfactory to the District.

Section 3. Fingerprinting of Foothill Family Services Employees.

Foothill Family shall comply with the provisions of Education Code section 45125.1 regarding the submission and clearance of employee fingerprints to the California Department of Justice (DOJ) and the completion and of criminal background investigations of its employees. Foothill Family shall not permit any employee to have any contact with District pupils or be present on District campuses until Foothill Family has certified to the District using a form acceptable to the District that such employee has been cleared by the DOJ, as defined in Education Code section 45125.1.

Section 4. Term and Termination.

The term of this Agreement shall commence on its date of execution and shall remain in effect for an initial period of one year. The Agreement may be renewed upon the mutual agreement of the parties.

This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the non-terminating party. This Agreement may also be terminated immediately, without notice, upon a breach of the Agreement or upon any violation by either party of any law, rule, regulation or ordinance, including District rules and regulations.

Section 5. Liability Insurance.

Foothill Family has in force, and during the term of this Agreement shall maintain in force, a combined, single-limit liability insurance policy in the amount of not less than one million dollars (\$1,000,000), with District, its employees and agents, at the expense of Foothill Family, named as additional insureds under such policies. Insurance coverage includes improper sexual conduct and physical abuse in the amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Foothill Family agrees to provide District a certificate of insurance in a form satisfactory to District. Such policy shall require thirty (30) days notice to District of any cancellation or reduction of such insurance.

Section 6. Indemnification.

Foothill Family shall indemnify, defend and hold harmless District against and from any and all claims or suits for damages or injury arising from Foothill Family's performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by Foothill Family in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless District against and from all claims or suits arising from any breach or default of any performance of any obligation of District hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of District.

District shall indemnify, defend and hold harmless Foothill Family against and from any and all claims or suits for damages or injury arising from Districts performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by District in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless Foothill Family against and from all claims or suits arising from any breach or default of any performance of any obligation of Foothill Family hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of Foothill Family.

Section 7. Independent Capacity.

Each party shall act in an independent capacity and not as an officer, employee, or agent of the other.

Section 8. Confidentiality.

Foothill Family shall maintain the confidentiality of student health records and information as required by applicable law, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any student or minor sibling and which shall be used only for carrying out the obligations of Foothill Family under this Agreement.

Section 9. Laws and Regulations.

Foothill Family shall comply with all federal, state and local laws and regulations, including District policies, in its provision of Mental Health Services.

Section 10. Non-Discrimination.

There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, marital status, parental status, age, veteran status, or handicap in either the selection of students for participation in the program, or as to any aspect of the Mental Health Services.

Section 11. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

Section 12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

Section 13. Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT
Azusa Unified School District
546 S. Citrus Avenue
Azusa, CA 91702

FOOTHILL FAMILY
2500 East Foothill Blvd., Suite 300
Pasadena, CA 91107
Attn: Chief Clinical Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

DISTRICT
Azusa Unified School District
Norma Carvajal Camacho

FOOTHILL FAMILY
Chief Clinical Officer
Tami Mitsumori-Miller, LMFT

By: _____

By: *Tami Mitsumori-Miller*

Title: Assistant Superintendent, Ed. Svcs.

Title: Chief Clinical Officer

Date: _____

Date: 5/1/2023