

CONSULTANT CONTRACT NO. 2
(for APU services to District-Referred Students)

This agreement is entered into by and between Azusa Unified School District ("District") and Azusa Pacific University through its Community Counseling Center ("APU") for APU to provide school-based counseling for District-referred students (K-12) ("Contract #2"). In consideration of the mutual agreements set forth herein, the District and APU enter into this agreement ("Agreement") on the terms and conditions set forth below:

1.0 Description of Services: APU agrees to provide one of the following individuals for the purpose of providing school-based, clinic-based, or telehealth counseling for students within the District:

- **APU MA Trainees, PsyD Trainees, MSW Interns:** Students enrolled in a Graduate Psychology and/or Graduate Social Work degree program at APU pursuing one of the following degree programs: (1) Master of Arts in Clinical Psychology (MA); (2) Doctor of Psychology in Clinical Psychology (PsyD); or (3) Master of Arts in Social Work (MSW). These students will be providing their services under this contract as part of their fieldwork degree requirements.
- **APU MA/MS Interns or Pre-doctoral (PsyD/PhD) Clinical Psychology Interns:** In lieu of providing one of the individuals in the above two categories, APU may also provide (1) Individuals with a degree in Master of Arts/Science in Clinical Psychology (MAMS) interning at APU in pursuit of licensure; or (2) Individuals completing their doctoral degree in clinical psychology (PsyD/PhD) interning at APU in order to accumulate predoctoral clinical psychology hours necessary for graduation.

2.0 Service Requirements: APU shall coordinate the services provided under this Contract with the District's Child Welfare and Attendance Department. Primary supervision of Student Therapists shall be provided by a licensed psychologist staff member of APU with the assistance of any secondary psychologist staff members of APU, including registered psychologists. All Student Therapists shall have successfully met the fingerprinting requirement of the California *Education Code* necessary to work with children. Liability insurance will be provided by APU and will include all services provided by its employees or students under this Contract: each party shall hold each other harmless from any liability and/or claims resulting from their services under this Contract.

3.0 Notices: The address of the parties for notice purposes is as follows:

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| <p><u>To APU:</u> Community Counseling Center Azusa Pacific University P.O. Box 7000, 918 East Alostia Avenue Azusa, California 91702 Fax: (626) 633-0651</p> <p><u>(With a copy to):</u> Office of General Counsel Azusa Pacific University P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702 Fax: (626) 334-0718</p> | <p><u>To District:</u> Azusa Unified School District 546 South Citrus Avenue Azusa, California 91702 Tel: (626) 858-6168 Fax: (626) 858-6538</p> |
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Notice shall be deemed effective only: (a) upon delivery when personally delivered; (b) on the next business day after deposit with a globally recognized commercial overnight carrier for overnight delivery, with written verification of receipt; (c) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; or (d) on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail.

4.0 Mutual Indemnification:

(a) APU shall indemnify, save and hold harmless the District, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney fees) that may arise out of negligent acts or omissions of APU officers, directors, agents, and employees during the course and scope of an APU student's clinical training.

(b) The District shall indemnify, save and hold harmless APU, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney fees) that may arise out of negligent acts or omissions of District officers, directors, agents or employees during the course and scope of an APU student's clinical training.

5.0 Term and Payment: This Contract period will be from *August 1, 2021, through June 30, 2022.*

The Student Therapists shall provide direct services at APU's Community Counseling Center ("CCC"), or via telehealth video conferencing, to District-referred students (K-12th). Each District-referred student is approved for five 50-minute therapy sessions; only in special circumstances may a student be approved by District for an additional five sessions. In order to ensure the supervision of each Student Therapist, the District agrees to pay APU fifteen dollars (\$15.00) per session, up to a maximum of ten thousand dollars (\$10,000.00) total, with the student responsible for a \$10.00 co-payment per session. In the event that a student cannot afford the stipulated \$10.00 co-payment per session, then the District agrees to pay the difference, not to exceed the maximum of \$ 25.00 per session. Checks to APU are to be made payable to "Azusa Pacific University-CCC."

IN WITNESS WHEREOF, the above Agreement is entered into on the Board Date written below, before the parties. By signing this Agreement, all parties certify that he or she is authorized to sign this Agreement on behalf of the respective organization, has read all of this Agreement and fully understands all of the same, and in witness whereof they have executed this Agreement.

A handwritten signature in black ink, appearing to be a stylized name, possibly "A. J. ...", written over a horizontal line.

CONSULTANT CONTRACT NO. 2

**APU:
AZUSA PACIFIC UNIVERSITY
P.O. Box 7000, 901 East Alostia Avenue
Azusa, California 91702-7000**

Signature

By: Robert Welsh, PhD, ABPP
Dean, School of Behavioral and
Applied Sciences

Date: 3/9/2021_____

**DISTRICT:
AZUSA UNIFIED SCHOOL DISTRICT
546 South Citrus Avenue
Azusa, California 91702**

Signature

By: Garry Creel
Director of Child,
Welfare, & Attendance

Signature

By: Arturo Ortega
Superintendent
Azusa Unified School District

Board Date: _____