

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU"), dated July 1, 2022, ("Effective Date"), is entered into by and between the following parties ("**Parties**"): MCKINLEY CHILDREN'S CENTER, a California non-profit corporation ("**MCC**"), and AZUSA UNIFIED SCHOOL DISTRICT, a public agency of the State of California ("**DISTRICT**").

### RECITALS

WHEREAS, MCC is a non-profit corporation and a contractor with the Los Angeles County, Department of Mental Health, and seeks to eliminate barriers to mental health services by providing these services to qualified students and their families within the school setting (the "**Program**"); and

WHEREAS, the DISTRICT has a desire to offer mental health services to qualifying students and families; and

WHEREAS to set forth the terms and conditions under which the Parties will collaborate to provide services to DISTRICT students and their families, hereby agree as follows:

### OPERATIVE PROVISIONS

#### **I. TERM**

The Term of this MOU shall commence on the Effective Date and terminate on **June 30, 2025** unless sooner terminated by either Party for any reason upon thirty (30) days' written notice to the other Party provided in accordance with **Section VII** hereof.

#### **II. RESPONSIBILITIES OF EACH PARTY**

##### **A. In providing the Program, MCC shall:**

1. Provide services, including enrollment, assessment, and counseling and/or supportive services, for eligible and enrolled youth and/or their family members referred by DISTRICT; such services to be provided utilizing telehealth, at DISTRICT school sites (if appropriate), family home when indicated, and/or community setting as mutually agreed upon.
2. Provide for a sufficient number of qualified mental health professionals to provide services during regular school hours and/or after school within the

schools identified and agreed upon by MCC and DISTRICT. Services may also extend to the family and home of the student, and/or community setting as needed.

3. Follow up with DISTRICT by email to confirm receipt of referral within three (3) business days.
4. Verify eligibility, enroll and assess participants.
5. Align services and referrals to meet the appropriate individual goals identified for each co-enrolled participant.
6. Facilitate problem-solving and continuous improvement activities for co-enrolled participants.
7. Engage in ongoing quality operations improvement.
8. Provide and exhibit leadership through creating and sustaining common values, organizational directions, performance expectations, customer focus, collaboration and cooperative activities, and vision for staff in the implementation of the services.
9. Resolve conflicts between, and respond to complaints of, co-enrolled participants consistent with Los Angeles County Department of Mental Health guidelines.
10. Function as part of a multi-agency team with accountability for both individual and system outcomes.
11. Maintain participant confidentiality as required by law.

**B. DISTRICT shall:**

1. Promote and support the Program within their school or schools.
2. Provide opportunities for MCC's mental health professionals to be fully embedded within the school or schools.
3. Provide suitable office space and equipment, including but not limited to, telephones, internet access, and a copy machine for MCC's mental health

professionals to provide services related to the Program. Office space should meet Medi-Cal certification requirements.

4. Identify potential students and/or student family members for need and/or interest and provide information on the full range of services available through the Program.
5. Refer students and/or student family members using the "Referral Form," with all fields completed.
6. Keeps a record of all referrals including the referral's name, name of the Provider, name of the referrer, date of referral, reason for referral, if the contact with referral was made, date of contact with referral if made, and any action taken.
7. Communicate and meet regularly with MCC to problem-solve and continually improve service delivery.

### **III. COORDINATORS FOR THE PROGRAM**

DISTRICT's coordinator for Program will be Norma Camacho, Assistant, or their successor. MCC's coordinator for the Program will be Suzann McIntire, LMFT, Vice President of Mental Health or her successor.

### **IV. COSTS**

The Program will be implemented at no cost to DISTRICT for all students who meet Medi-Cal eligibility requirements for mental health students. For students who do not meet these eligibility requirements, the Parties agree to collaborate to determine the best possible way to provide services to those students. DISTRICT understands that they may incur, and will cover, costs by virtue of providing office space and access to office equipment to MCC.

### **V. INDEPENDENT CONTRACTOR**

- A. MCC is acting in the capacity of an independent contractor. MCC employees are not employees of DISTRICT and are not entitled to the benefits provided by DISTRICT to its employees, including but not limited to Workers Compensation insurance, medical, dental, vacation time and unemployment.

- B. MCC will determine the method, details and means of implementing the Program and agree to use industry-accepted methodologies in implementing the Program.
- C. MCC may, at MCC's own expense, utilize subcontractors as MCC deems necessary. MCC agrees to advise DISTRICT of their intent to utilize subcontractors prior to doing so. Any subcontractors of MCC shall be qualified to perform services of the Program.

## **VI. CRIMINAL BACKGROUND CHECKS**

- A. MCC and all of MCC's employees and subcontractors shall comply with all requirements related to fingerprinting set forth in Education Code Section 45125.1, and all DISTRICT Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students, including, without implied limitation; prior to coming onto DISTRICT's school grounds or having any contact with DISTRICT's students in locations other than DISTRICT school grounds.
- B. In accordance with Education Code Section 45125.1, MCC shall conduct a criminal background check of its employees and subcontractors, and upon receipt of those criminal background checks, certify in writing ("Background Certification") to DISTRICT the following: "Neither MCC nor any of its employees and/or subcontractors who are required by Section 45125. 1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with DISTRICT's students have been convicted of a felony as defined in Section 45122.1 of the Education Code."

## **VII. INDEMNIFICATION**

MCC indemnifies and shall defend, with counsel chosen by DISTRICT, and hold free and harmless DISTRICT, its elected and appointed governing board members, superintendent, employees, volunteers, attorneys, and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of MCC, MCC's subcontractors, officers, employees, agents, and representatives arising out of or in connection with the performance of Program services or this MOU, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, and notwithstanding any limits on MCC's insurance coverage or benefits. MCC shall defend, with counsel chosen by DISTRICT, at MCC's

own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT, its elected and appointed governing board members, superintendent, employees, volunteers, attorneys, and agents. MCC shall pay and satisfy any judgment, award, or decree that may be rendered against DISTRICT or its elected and appointed Board members, superintendent, employees, volunteers, attorneys, and agents, in any such suit, action, or other legal proceeding. MCC shall reimburse DISTRICT and its elected and appointed governing board members, superintendent, employees, volunteers, attorneys, and agents; for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. MCC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, its elected and appointed governing board members, superintendent, employees, volunteers, attorneys, and agents.

**VIII. INSURANCE**

MCC shall, at its expense, procure and maintain for the duration of this MOU general liability ("GL") and workers' compensation, if required by applicable law to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by MCC and MCC's subcontractors, officers, employees, agents, or representatives. DISTRICT in no way represents or warrants that the insurance required under this Section VI is sufficient to protect MCC for liabilities that may arise from or relate to this MOU.

**IX. NOTICES**

All notices permitted or required under this MOU shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

McKinley Children's Center  
Attention: Dustin Vander Haar  
*Senior Vice President of  
Human Services*  
180 East Via Verde Avenue  
Suite 200  
San Dimas, California 91773

Azusa Unified School District  
Attention: Norma Camacho  
*Assistant Superintendent of  
Educational Services*  
546 South Citrus Avenue  
Azusa, CA 91702

Such notice shall be deemed made when personally delivered or when mailed , forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and

addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**X. CONSTRUCTION OF MOU**

This MOU will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this MOU, neither this MOU or any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this MOU), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

**XI. INTEGRATION**

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the Parties has relied upon any oral or written representation or oral or written information given to the Party by any representative of another Party.

**XII. ASSIGNMENT**

MCC shall not assign this MOU or any interests therein without the prior written approval of the DISTRICT. Any such attempt to assign or sublet this MOU without DISTRICT approval shall be invalid.

**XIII. GOVERNING LAW; VENUE**

The validity, interpretation, and performance of this MOU shall be governed by the laws of the State of California without regard to principles of conflict of laws. Venue for any lawsuit or claim arising out of or related to this MOU shall be the County of Los Angeles.

**XIV. MODIFICATION**

No change or modification of the terms or provisions of this MOU shall be deemed valid unless set forth in writing and signed by both Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall only be effective if the initials of authorized signatories of both contracting Parties appear beside such deletion or change.

**XV. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

**XVI. AUTHORITY**

Each Party has all requisite power and authority to execute, deliver, and perform this MOU and warrants that the person who has signed this MOU has the legal power, right, and authority to make this MOU and to bind said Party.

**XVII. APPROVED SIGNATURE**

THIS MOU IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST EITHER PARTY UNTIL SIGNED BY THE APPROVED DESIGNEES.

IN WITNESS WHEREOF, the parties hereto have approved and executed this MOUS as of the Effective Date:



\_\_\_\_\_  
Dustin Vander Haar, *Senior Vice President of Human Services*  
MCKINLEY CHILDREN'S CENTER

5/5/22

\_\_\_\_\_  
DATE

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Norma Carvajal-Camacho  
*Assistant Superintendent of Education Services*  
AZUSA UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
DATE