

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES (DBA 211 LA)
AND
Azusa Unified School District**

This Memorandum of Understanding, herein referred to as "MOU", is entered into by and between the Information Federation of Los Angeles ("211 LA") and the Azusa Unified School District. 211 LA and District may be referred to collectively as the "Parties."

RECITALS

WHEREAS, 211 LA is Los Angeles County's contracted agency providing comprehensive Information and Referral (I&R) services for residents in Los Angeles County, maintains the official Community Resource Database for the County of Los Angeles, and provides special services including outreach, hate reporting, and service navigation to support linkage to critical services and community resources; and

WHEREAS, District is designated as one of the Community School Hub locations partnering with the LA County Office of Education as part of the Community Schools Initiative; and

WHEREAS, the purpose of the Community Schools Initiative is to build equity for students by highlighting areas of need and leveraging community resources so that students are healthy, prepared for college, and career and civic ready; and

WHEREAS, 211 LA has entered into a Contract with the Los Angeles County Department of Mental Health (DMH) through which 211 LA will provide services in support of the Community Schools Initiative (CSI) within the pillars of Integrated Student Supports and Family and Community Engagement; and

WHEREAS, the purpose of this MOU is for 211 LA to provide I&R and linkages to concrete supports and other services to meet identified needs, to assist with the identification of community resources, and to provide outreach and education to the wider school community on how to access services through 2-1-1 to complement and support any referral systems provided by the District, individual schools, or other County Departments and Offices;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Basis of Agreement**

This MOU sets forth the District's rights and responsibilities, including the facilities and services made available to 211 LA by the District in support of the CSI and data sharing necessary.

2. Term of MOU.

Subject to the availability of funds, this MOU is effective from March 2, 2022 and shall remain in effect through June 30, 2022 and may be amended only by mutual written consent of the parties.

3. No Cost to Either Party

The services provided by 211 LA to District under this MOU shall be without cost to the District. The facilities and services provided by District to 211 LA under this MOU shall be without cost to 211 LA.

4. Facilities

Districts will provide and assign a designated work space for the 211 LA Outreach Coordinator to be present at the Community School Hub site or another mutually agreed upon school site. The designated work space will adhere to all applicable Public Health orders and guidelines. District shall provide the following at the facilities:

- a. Custodial Services - District shall provide custodial service at the same level as the District provides to regular office space not occupied by 211 LA staff.
- b. Normal Building Maintenance - District shall be responsible for maintaining the facilities provided under this MOU in a manner generally accepted for office use. District shall immediately correct any and all deficiencies noted by 211 LA, or shall provide suitable, acceptable alternative facilities.
- c. Utilities - In addition to customary utilities, District shall provide telephone service and internet access, including Wi-Fi, at the same level as the District provides to regular office space not occupied by 211 LA staff.

5. Indemnification

a. 211 LA's Indemnification

211 LA agrees to defend, indemnify, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from negligent acts by 211 LA or 211 LA's officers, employees, contractors or agents.

b. District's Indemnification

District agrees to defend, indemnify, and hold harmless 211 LA from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation,

attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from negligent acts by District or District's officers, employees, contractors, agents or District approved CBOs.

6. Insurance

Both 211 LA and District shall maintain programs of insurance including general liability, property damage, workers' compensation, and automobile protection in amounts adequate to protect 211 LA and District as their interests may appear. Insurance may be by a self-insurance program.

8. 211 LA to Obtain Parental Consent

211 LA shall obtain consent from the adult participant or the parent or education rights holder of each student requesting to participate in the 211 LA program.

7. Sharing of Data by 211 LA with Third Parties

211 LA will not share any identifiable data with third parties without consent from the adult participant, or the parent or education rights holder of a student participant, except that such disclosure is permissible under state and federal law.

9. Confidentiality of Program Participant Data

Other than as otherwise specified in this MOU, the Parties will maintain the confidentiality of any and all program participant data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the program participant data processed, stored, or transmitted under this MOU, the Parties shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all program participant records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- b. All designated staff at the educational institutions involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all program participant related personally identifiable information.
- c. Procedures and systems shall require the use of secure passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.

- e. Procedures and systems that ensure that all confidential program participant data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that is reasonably designed to prevent the interception, diversion, or other unauthorized access to said data.
- f. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.

10. Independent Contractor Status of 211 LA

211 LA is an independent entity and not an agent or representative of the District. 211 LA and its staff performing work under this MOU shall not at any time or in any manner represent that 211 LA or any of its officers, employees, or agents are employees of the District. 211 LA shall have sole responsibility for supervising and assigning work to 211 LA employees performing work under this MOU, and for complying with all applicable labor laws. 211 LA may, at its own expense, employ consultants or additional support staff as 211 LA deems necessary to perform the services required by this agreement.

11. Independent Contractor Status of District

District is an independent entity and not an agent or representative of 211 LA. District and its staff performing work under this MOU shall not at any time or in any manner represent that District or any of its officers, employees, or agents are employees of 211 LA. The District shall have sole responsibility for supervising and assigning work to District employees performing work under this MOU, and for complying with all applicable labor laws.

12. Role of 211 LA Staff in Supporting District CSI Model

211 LA shall assign an Outreach Coordinator to support the District CSI Model. The Outreach Coordinator shall be supervised by 211 LA's Community Schools Program Manager, and the primary duty of the Outreach Coordinator is to perform I&R, linkage, education and outreach work in support of the school community at the designated CS Hub, other district schools, and virtually. District shall have no authority to assign other duties to 211 LA staff or to direct the performance of 211 LA staff. 211 LA Outreach Coordinator activities shall include the following:

- a. Service Navigation: conducting needs assessments, providing referrals and linkages for community supports and services, and following-up with program participants to ensure access and successful linkage to concrete supports and other appropriate referrals and services.
- b. Outreach and Education: conduct training, presentations, and virtual events to facilitate an awareness of available resources within the community, and to train school staff, community providers and community members on using 2-1-1 services and community resource databases.

13. District Notification of 211 LA Staff Absence

211 LA will, in a timely manner, notify the District school site administrator of dates that 211 LA staff will be absent from the District site.

14. Communication Regarding 211 LA

It is expected that participating schools and Districts will facilitate communication around 211 LA services with District school sites. District support may be requested, such as by adding links to a school's website, displaying banners associated with 211 LA, and providing support with the use of established school communication systems. 211 LA shall submit any such requests to the school site administrator for review in accordance with District policy.

15. Dispute Resolution/Attorneys' Fees

The Parties agree to submit to binding arbitration to address any controversy or claim rising out of, or relating to this MOU. The arbitration award shall be binding upon the Parties and shall be enforceable in any court of competent jurisdiction. Both Parties shall share the cost of the dispute resolution process equally although attorneys and witnesses or specialists and their fees and expenses shall be the direct responsibility of each party who calls them and/or retains their services. Each party shall bear their own attorneys' fees. This MOU shall be governed by the laws of the State of California with venues in Los Angeles County.

16. Entire Agreement

This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

17. Execution

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. If governing board ratification is required to bind District, District shall provide evidence of such ratification to 211 LA.

18. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, or under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

19. Waiver


Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

20. Modification and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. 211 LA and the District further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of a provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES
(DBA 211 LA)

Azusa Unified School District

By  _____
Maribel Marin
Executive Director
2/11/2022 | 10:59 AM PST
Date _____

By _____
Printed Name _____
Title _____
Date _____

