

## **AGREEMENT FOR SERVICES**

By and Between Azusa Unified School District and  
Foothill Family

This Agreement for Services is made on the 13<sup>th</sup> day of September of 2023 by Azusa Unified School District (District), a public school district of the State of California, and Foothill Family, a non-profit corporation of the State of California. The term of this Agreement shall commence on its date of execution and shall remain in effect until the 30<sup>th</sup> of June of 2024.

### **RECITALS**

**WHEREAS**, Foothill Family will provide services to students and families of the District and the District will reimburse for those services at rates stipulated in this contract.

**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. Deliverable Services**

- A. Foothill Family shall provide virtual and/or onsite/in-person workshops at the agreed upon rate of \$375.00 per workshop.
- B. Workshops will be provided on an agreed upon online platform and can be provided in English, Spanish or Chinese at the request of the District.
- C. It is the responsibility of the School District to advertise the workshop. A flyer to promote the workshop can be provided by Foothill Family upon request.

#### **Section 2. Staffing.**

Foothill Family shall provide all personnel to staff the workshops.

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 Service. Supervision of Foothill Family staff shall be provided by Foothill Family. Foothill Family shall provide worker's compensation insurance coverage for its staff designated. Foothill Family shall provide District with a certificate of insurance in a form satisfactory to the District.

#### **Section 3. Fingerprinting of Foothill Family Employees.**

Foothill Family shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Foothill Family shall not permit any employee to have any contact with District pupils until such time as Foothill Family has verified using a form acceptable to the District, that such employee has not been convicted of a felony, 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 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 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 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 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 17. 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 South Citrus Avenue  
Azusa, CA 91702  
626-858-6152  
Attn: Norma Carvajal Camacho, Assistant Superintendent of Education Services

FOOTHILL FAMILY  
2500 East Foothill Blvd., Suite 300  
Pasadena, CA 91107  
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**

By: \_\_\_\_\_  
Norma Carvajal Camacho

Title: Assistant Superintendent of Education Services  
Date: \_\_\_\_\_

**FOOTHILL FAMILY**

By:   
Tami Mitsumori- Miller

Title: Chief Clinical Officer  
Date: 8/29/2023