



**Memorandum of Understanding between  
Five Acres- The Boys' & Girls' Aid Society of Los Angeles  
County ("Five Acres") and Azusa Unified School District  
("the District")**

**I. MISSION**

**FIVE ACRES- THE BOYS' & GIRLS' AID SOCIETY OF LOS ANGELES COUNTY**

*Founded in 1888 as one of Los Angeles County's first orphanages, **Five Acres** today is a leading social service agency providing innovative and effective programs and services for children and families in crisis. **Five Acres'** Mission is to promote safety, well-being and permanency for children and their families by building on their strengths and empowering them within communities.*

**Azusa Unified School District**

*The Azusa Unified School District's mission is to ensure each student attains or exceeds academic proficiency, graduates from AUSD, and is college and career ready. Azusa's vision is: each student will be a problem solver, critical thinker, and effective communicator, and a positive contribution to the community.*

**II. PURPOSE**

To provide mental health treatment services to **the District**.

**III. ROLES AND RESPONSIBILITIES**

**Five Acres agrees to provide:**

- School-Based and Community-Based Mental Health Services for identified students including, but not limited to, psychological testing, psychotherapy/counseling, rehabilitation services, medication, case management, and other appropriate services.

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- Administrative oversight and coordination of Counseling Services, including all activities related to hiring, training, supervision of therapists (as required by various California licensing boards.)

### **The District agrees to provide:**

- Referrals of eligible students (students who could benefit from mental health services are identified.) This referral process will be coordinated between the participating school district and **Five Acres**.
- Designated staff will inform/alert families of the referral process and maintain communication during linkage.
- Additional communication may include coordination and collaboration of services in alliance with therapeutic goals/objectives and reinforcement of interventions, as appropriate, while student is on campus/in the classroom.

#### **IV. DOCUMENTATION**

**Five Acres** utilizes an electronic health record to maintain accurate and current records of client care. Client services are documented according to rules and regulations outlined in the Short-Doyle/Medi-Cal Billing Manual.

#### **V. PAYMENT**

All services rendered will be reimbursed to eligible students according to Short-Doyle/Medi-Cal Billing standards, at no cost to **the District**. **Five Acres** will assist families with private insurance in accessing mental health services, as needed, and based on agency's capacity to do so.

#### **VI. CONFIDENTIALITY**

In accordance with the Health Insurance Portability and Accountability Act ("HIPPA") of 1996, all Client/Patient information and other proprietary information (collectively, "Information"), which are valuable, special, and unique assets of **Five Acres**, may not be used at any time or in any manner, either directly or indirectly, by **the District** for its own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior consent of **Five Acres**.

The Parties acknowledge the protections afforded to student health information and other records under HIPPA and its implementing

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regulations, the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations, the United States Constitution, and related California constitutional provisions, laws, and regulations. The Parties will ensure that all activities undertaken pursuant to this Agreement will conform to the requirements of the constitutional, statutory, and regulatory requirements. A violation of this paragraph shall be a material violation of this agreement.

**VII. HOLD HARMLESS AND INDEMNITY**

Parties shall each defend, hold harmless and indemnify each other, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of us, extra expense, cost of facilities, death, sickness, or injury to any person{s} or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, independent contractors, subcontractors, consultants, or other representatives. This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that Parties may have under law and/or this Agreement.

**Five Acres** shall assume sole responsibility for any liability resulting from the negligent action of any Associate therapist performing services pursuant to this Agreement. **Five Acres** shall secure liability insurance in amounts not less than \$1,000,000 per claim and \$3,000,000 for annual aggregate. **The District** shall be listed as an "additional insured."

**VIII. INTEGRATION**

This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified

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or altered except in writing signed by Parties hereto. This is an integrated Agreement.

**IX. DISPUTE RESOLUTION**

For disputes between the Parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process. Except as provided in the terms of understanding, the parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. The cost of internal dispute resolution, whether formal or informal, shall be shared equally by the Parties. Except as provided herein, each Party shall bear its own attorney's fees. The Parties agree all statements made in connection with internal dispute resolution efforts shall not be considered admissions or statements against interest by either Party. The Parties further agree that they will not attempt to introduce such statements at any later trial proceeding, or mediation between the Parties.

**X. TERMS OF UNDERSTANDING**

The terms of this MOU are effective from 7/1/2021 to 06/30/2022 and may be extended upon written mutual agreement. This MOU may be amended only by written agreement signed by each of the parties involved. Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

[SIGNATURE PAGE FOLLOWS]

