

MEMORANDUM OF UNDERSTANDING

(Engagement: Mental Health Services)

(Parties: Lennox School District and Juntos)

THIS MEMORANDUM OF UNDERSTANDING ("**Agreement**") is made and entered into effective as of August 10th, 2016 ("**Effective Date**"), by and between LENNOX SCHOOL DISTRICT, a public agency of the State of California ("**District**") and JUNTOS in Partnership with Community Partners Agency ("**Provider**"). For the purposes of this Agreement District and Provider may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to District or Provider interchangeably.

RECITALS

WHEREAS, Provider desires to provide school-based mental health services at various school sites within the partnership with Community Partners Agency, Echo Parenting & Education, A Window Between Worlds, UCLA, Dr. Shannon Dorsey, Nataly Cohen, Ariel Wrye, LEAP & Associates, Kareen Punsalan, Educare,; and

WHEREAS, Provider is specially trained, experienced, qualified and competent to provide mental health services to District students; and

WHEREAS, the governing board of the District ("**Governing Board**") desires that Provider make available the mental health services to District students; and

WHEREAS, Provider and District are entering into this Agreement in order to set forth their respective responsibilities in connection with the mental health services to be provided to the District Students.

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. Term. The term of this Agreement ("**Term**") shall commence on August 10th, 2016 and expire on June 30, 2017, unless terminated earlier pursuant to Section 11 hereof.

2. Services.

Parent/guardian written consent for mental health services is required in accordance with Section 16, below. JUNTOS mental health team will offer the district the following services:

- Mental Health Services
- Family Therapy – as needed and appropriate to support student/client growth

- Parenting Education – Orientation salons and 8-10 week parenting class series will be offered to all school sites based on the Echo Parenting & Education model

*Lennox School District has agreed to cover the cost of childcare for these parenting classes.

- Clinical Assessment – Intake/assessments will be conducted for all new clients to determine best course of treatment
- Case Management – Outside referrals may be recommended to families who have needs beyond the scope of JUNTOS practice
- Referral Support – JUNTOS team will support school staff and families with outside referrals as needed and deemed appropriate
- Professional Development regarding Trauma Informed Care – JUNTOS team will offer support to school site staff in areas that are needed, such as classroom presentations on special topics, how to manage difficult behaviors, mindfulness breaks in the classroom, and understanding and supporting students who have experienced trauma.
- Community Wellness Presentations – Services and workshops will be designed and offered to support overall wellness
- Juntos is the lead agency providing oversight the Lennox Community Wellness and Violence Prevention Coalition – a coalition of community stakeholders to strategize a comprehensive approach to addressing the issues at the core of the problem. The coalition includes members of the school district, law enforcement, the LA County Supervisor's office, and key community leaders.

3. Compensation; Billing for Services.

The District has agreed to cover the cost of childcare for the Juntos operated parenting classes. All other services are at no cost to the district.

4. Independent Contractors.

- 4.1 In connection with the performance of the Services, District and Provider acknowledge that Provider is an independent contractor with respect to District, and is not employees or agents of District. Provider shall pay all personal State and Federal taxes as an independent contractor and acknowledges that, as independent contractors, it is not covered by District under California workers' compensation, unemployment insurance or other employment-related laws.
- 4.2 District and Provider hereby acknowledge that Provider shall determine the hours during which the Services are provided to District students; provide and maintain the equipment necessary for the provision of the Services; and hire, fire, direct and control Provider's agent(s), employee(s) or other representative(s) at Provider's sole discretion.

- 4.3 District and Provider further acknowledge that District shall not provide Provider with any training or instructions (other than job specifications) or tools and equipment (other than the occasional use of District's facilities). Provider accepts the responsibility to coordinate with the District's Designee the specific time(s) and use(s) of District's facilities in order to avoid any conflicts.
- 4.4 Provider shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless previously authorized in writing by District's Designee, and shall be covered by a specific addendum signed by the parties and incorporated into this Agreement.
- 4.5 In performing the Services, Provider shall determine the methods, details, and means of providing the Services. However, upon request, Provider shall submit an oral and/or written summary to District of Provider's methods, details and means of providing the Services.
- 4.6 Provider shall at all times remain solely responsible for the Services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ or utilize any agent(s), employee(s), or other representative(s) to perform any or all of such Services; provided, however, that because of Provider's special expertise and potential contact with District students, Provider shall not subcontract, assign or otherwise transfer any portion of the Services or this Agreement or any interest therein, without the prior written approval of District's Designee in his/her sole and absolute discretion. Such approval shall be attached and made part of this Agreement. Subcontracts may be entered into only with providers licensed by the state of California. Any attempt to subcontract, assign or otherwise transfer any portion of the Services or this Agreement without the prior written approval of District's Designee shall be void and without effect, and shall permit District to terminate immediately this Agreement. Provided that District's Designee delivers to Provider prior written approval of the use of subcontractors (collectively, "**Subcontractors**"), Provider acknowledges that all of its Subcontractors shall comply with Section 5 of this Agreement (Criminal Background Check). Any failure of Provider's Subcontractors to comply with the terms of Section 5 of this Agreement shall subject Provider to liability under this Agreement pursuant to Section 10 of this Agreement (Indemnity).
- 4.7 Any Subcontractor(s) of Provider shall be at no expense to District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to its Subcontractors, and shall be responsible for all reports and obligations respecting such Subcontractors.
- 4.8 Provider shall ensure that the Services under this Agreement are provided in a skillful and competent manner, consistent with the standards generally recognized as employed by others in the medical profession in California. Provider represents that Provider has all licenses, permits, qualification and approvals of whatever nature that are legally required to perform the Services, including a business license from the community where Provider's business is located, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Provider shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions that are caused by Provider's failure to comply with the standard of care provided for herein.

5. Criminal Background Check

- 5.1 Provider and all of Subcontractors of Provider, if approved pursuant to Section 4.6 of this Agreement, 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 District students, including, without implied limitation, prior to coming onto District's school grounds or having any contact with District students in locations other than District school grounds.
- 5.2 In accordance with Education Code Section 45125.1, Provider shall conduct a criminal background check of each of its employees, agents, and Subcontractors who are participating in activities conducted under this Agreement. Each background check shall be conducted by PreCheck Background Screening or by Live Scan Fingerprint Services. Upon receipt of such background checks, Provider shall certify in writing to District the following: "Neither the Provider and/or Subcontractors who are required by Section 45125.1 of the Education Code to submit their fingerprints and who may come in contact with District students have been convicted of a felony as defined in Section 45122.1 of the Education Code."

6. Child Abuse Reporting

- 6.1 Provider warrants and represents to District that it is familiar with and agree to adhere to child abuse reporting obligations and procedures under California law, including, but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 et seq. Provider shall provide annual training to all its employees regarding mandated reporting of child abuse. Provider warrants and represents that all staff members will abide by such laws in a timely manner.
- 6.2 Unless prohibited by law, Provider shall submit immediately, and no later than within twenty-four (24) hours, by facsimile and mail, an accident or incident report to the District when it becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to children under Provider's supervision pursuant to this Agreement.

7. Confidentiality. Provider shall maintain the confidentiality of all information and records received in the course of providing the Services, in accordance with the provisions of applicable federal and state statutes and regulations. This requirement shall extend beyond the effective termination or expiration date of this Agreement. This Section shall not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

8. Health Insurance Portability and Accountability Act ('HIPAA'). In accordance with

the Health Insurance Portability and Accountability Act and the associated HIPAA regulations (45 CFR Parts 160 and 164), the Parties to this Agreement shall establish and implement appropriate safeguards for any Protected Health Information (as defined under HIPAA) that may be created, received, used or disclosed by them in connection with the Services and this Agreement.

9. Insurance.

- 9.1 Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement general liability, professional liability, workers' compensation, if required by applicable law, automobile liability, sexual abuse and molestation liability, and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Provider.
- 9.2 The general liability insurance shall have a per occurrence limit of not less than One Million Dollars (\$1,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.
- 9.3 The workers' compensation insurance, if required by applicable law, shall insure Provider's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
- 9.4 Provider's subcontractors shall obtain and maintain throughout the Term of this Agreement automobile insurance on his/her personal automobile with coverage amounts as required by California law. Provider's automobile liability insurance shall be secondary to such individuals' insurance only if Provider is named in a suit. Provider's automobile liability insurance standing secondary to such individuals' policies and Provider's automobile insurance for vehicles owned, leased, hired or borrowed by the Provider or for which the Provider is responsible shall have an each-occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code I (any auto). Provider's automobile liability policies (for both owned and non-owned vehicles) shall be endorsed to state that the District, its elected and appointed board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds under such policies. Provider's insurance coverage for vehicles owned, leased, hired or borrowed by the Provider or for which the Provider is responsible shall be primary insurance as respects the District, its elected and appointed board members, superintendent, officers, employees, volunteers, agents and representatives, or, if excess, shall stand in an unbroken chain of coverage excess of the Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its elected and appointed board members, superintendent, officers, employees, agents and volunteers shall be excess of the Provider's insurance and shall not be called upon to contribute with it.

- 9.5 Provider shall procure and maintain during the Term and for a period of five (5) years following completion of the Services, professional liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim, which shall be endorsed to include contractual liability.
- 9.6 Provider shall procure and maintain for the duration of this Agreement sexual abuse and molestation liability insurance providing for limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.7 Provider's Commercial General Liability policy, shall name District and such other persons or firms as District specifies from time to time as additional insureds, entitling them to recover under such policy for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Provider. All such policies maintained by Provider shall provide that they may not be terminated nor may coverage be reduced except after 10 days' prior written notice to District. All commercial policies maintained by Provider shall be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, will be delivered to District prior to Provider's commencement of Services and from time to time at least 30 days prior to the expiration of the term of each such policy. Provider shall not commence providing Services under this Agreement until it has provided evidence satisfactory to District that Provider has secured all insurance required under this Section. Provider also shall require all of Provider's Subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, Provider shall not allow any Subcontractor to commence work on any subcontract until the Subcontractor has provided evidence satisfactory to District that the Subcontractor has secured all insurance required under this Section.
10. Mutual Indemnity. Provider shall indemnify, defend and hold harmless District, its officers, directors, shareholders, members, managers, employees, contractors and agents (also referred to as "District" in this Section 10 against: (i) any and all liability resulting from Provider's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages resulting from the negligent operations, acts, or omissions of Provider with regard to the performance of the Services under this Agreement; and (ii) any and all costs expenses, including reasonable legal expenses, incurred by or on behalf of District in connection with the defense of such claims.
11. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other party where the breach is not cured within ten (10) days after the non-breaching party gives written notice of the breach to the breaching party. In addition, this Agreement may be terminated by either party, without cause, by giving twenty (20) days' written notice to the other party.
12. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in

aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

13. Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

PROVIDER:
JUNTOS
c/o Community Partners
1000 N. Alameda Street Suite 240
Los Angeles, CA 90012

DISTRICT:
Lennox School District
10319 Firmona Ave
Lennox, CA 90304

14. Compliance with Laws. Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Provider shall be liable for all violations of such laws and regulations in connection with providing the Services. If Provider performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Provider shall be solely responsible for all costs arising therefrom. Provider shall defend, indemnify and hold District, its elected and appointed board members, superintendent, employees, volunteers, attorneys and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
15. Provider hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with Provider in connection with this project. Provider hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any District ordinance, state law or federal statute. Provider agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that Provider executes in connection with the performance of this Agreement.
16. Parent Consent for Services: District shall obtain written parent/guardian consent for services provided by the Provider and District at the time of referral by the District. Services include but not limited to medial or psychological services, including diagnostic

services, treatment, counseling and any adjunctive services identified.

17. Conflict of Laws. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of Services under this Agreement, such Services shall not be deemed "goods" within the definition of the Uniform Commercial Code. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.
18. Integration. This Agreement 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 the other party.
19. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
20. Modification. No change or modification of the terms or provisions of this Agreement 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 Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.
21. Construction of Agreement. This Agreement 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 Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), 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.
22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
23. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
24. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
25. Assignment. Neither party may assign any interest or obligation under this Agreement

without the other party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

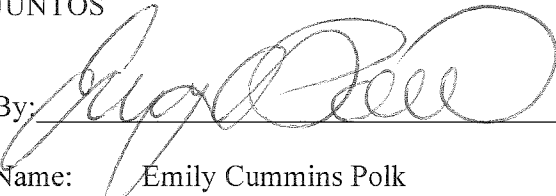
26. Authority. Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.
27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
28. Education Code Section 17604. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board.
29. APPROVED SIGNATURE. IN ADDITION, THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

*(Remainder of page intentionally left blank.
Signatures appear on next page.)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date(s) set forth below their names.

PROVIDER:

JUNTOS

By: _____

Name: Emily Cummins Polk
Its: Juntos Director

DISTRICT:

LENNOX SCHOOL DISTRICT

By: _____

Name: Kent Taylor
Its: Superintendent, Lennox School District