

Agreement

This Agreement for Professional Services (“Agreement”) is made effective as of 08/22/19 (“Effective Date”), by and between the William S. Hart Union High School District (“District”), a public school district organized and existing pursuant to State of California (“State”) law, and Child & Family Center of Santa Clarita. The District and the Child & Family Center of Santa Clarita may be referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

A. The District desires to obtain the Child & Family Center of Santa Clarita’s professional services regarding the Mental Health Services program, a joint collaboration between the “parties.”

B. The Child & Family Center of Santa Clarita represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the below-listed services to the District as required by this Agreement.

C. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Child & Family Center of Santa Clarita to perform the below-listed services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: SCOPE, TIMING, AND STANDARD OF CARE FOR CHILD & FAMILY CENTER OF SANTA CLARITA SERVICES

Section 1.1 Scope of Services. The scope of the services to be performed by the Child & Family Center of Santa Clarita pursuant to this Agreement (“Scope of Services”) is set forth in Exhibit “A” attached to this Agreement. In completing the Scope of Services, the Child & Family Center of Santa Clarita shall at all times, work toward assisting the District to achieve its goals as may be determined by the Parties.

Section 1.2 Time for services. This Agreement shall commence on August 22, 2019 and expire on July 31, 2020, unless either party gives notice to the other at least ninety (90) days prior to the expiration of this term.

Section 1.3 Required Standard of Care. The Child & Family Center of Santa Clarita shall perform or cause to be performed all Scope of Services using such levels of care as are not less than the reasonable levels of care employed by other Centers providing similar services to school districts within the State in similar circumstances, and considering the District’s goals and any facilities, financial, or other constraints or parameters described to the Child & Family Center of Santa Clarita either before or after the Effective Date.

CFC Representative

PART 2: CHILD & FAMILY CENTER OF SANTA CLARITA INSURANCE

Section 2.1 Required Insurance. Prior to commencing any of the Scope of Services, the Child & Family Center of Santa Clarita shall procure at its sole cost and expense, and, shall provide to the District such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by Child & Family Center of Santa Clarita pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance during all periods as required by this Agreement, and, shall maintain in effect, the following policies of insurance:

(i) **General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the District, its officers, agents and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by the Child & Family Center of Santa Clarita pursuant to this Agreement.

(ii) **Vehicle Liability Insurance.** A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

(iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

Section 2.2 Additional Insureds. The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Child & Family Center of Santa Clarita's acts and omissions in connection with this Agreement, on all insurance that the Child & Family Center of Santa Clarita is to have in effect pursuant to this Agreement, excepting the workers' compensation insurance.

Section 2.3 Duration of Insurance. Except as provided in this Agreement with respect to insurance written on a "claims made" basis, the Child & Family Center of Santa Clarita shall maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following the termination and/or expiration of this Agreement.

CFC Representative

PART 3: INDEMNIFICATION BY CHILD & FAMILY CENTER OF SANTA CLARITA

Section 3.1 General requirement. Child & Family Center of Santa Clarita shall defend, indemnify and hold-harmless the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by Child & Family Center of Santa Clarita or anyone working under or for the Child & Family Center of Santa Clarita; (2) actual or alleged negligence, recklessness, or willful misconduct by Child & Family Center of Santa Clarita or anyone working under or for Child & Family Center of Santa Clarita; and/or (3) the performance of this Agreement by Child & Family Center of Santa Clarita or anyone working under or for Child & Family Center of Santa Clarita. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Child & Family Center of Santa Clarita at its sole cost. Child & Family Center of Santa Clarita's obligations pursuant to this Section shall survive the expiration or termination of this Agreement."

PART 4: FINGERPRINTING AND CERTIFICATIONS

Section 4.1 Fingerprinting. Child & Family Center of Santa Clarita will comply with the requirements of Education Code Section 45125.1 which is intended to protect the safety of the pupils that may come on contact with Child & Family Center of Santa Clarita's employees, Child & Family Center of Santa Clarita shall complete and return the attached "Certification of Employee Background" form.

Child & Family Center of Santa Clarita, at its sole cost and expense, and without additional compensation from the DISTRICT, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of Child & Family Center of Santa Clarita officers, employees, agents, or other representatives who will or might be present on or at any DISTRICT facility.

Section 4.2 Certifications, Representations, and Warranties. Child & Family Center of Santa Clarita, and its employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco. Child & Family Center will be responsible for TB clearance for all Child & Family Center staff on school sites. Child & Family Center of Santa Clarita recognizes that all District events, without limitation are "drug and tobacco free," and, therefore, Child & Family Center of Santa Clarita shall comply with the requirements of Government Code Section 8350 et. Seq., the Drug-Free Workplace Act of 1990.

No Child & Family Center of Santa Clarita employee or agent of Child & Family Center of Santa Clarita at, or in the vicinity of where the services are provided may:

- (i) Engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal controlled substance;
- (ii) Possess or use any alcoholic beverage;

CFC Representative

(iii) Use any legal substance that results or likely will result in serious or significant impairment of normal abilities;

(iv) or Smoke, inhale, chew or otherwise use or consume tobacco products

Child & Family Center of Santa Clarita hereby agrees that no employee or agent shall bring on the event premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

Child & Family Center of Santa Clarita

By: _____

Date Signed: _____

Print Name: Joan Aschoff, Psy.D

Title: President/CEO

Fed. Tax ID No: _____

William S. Hart Union High School District

By: _____

Date Signed: _____

EXHIBIT "A"
Scope of Services

The school based counseling and mental Health Services program is designed to make counseling and/or mental health services available to students and their families at the school of attendance at the (School site). The list of school sites that will be able to have these services include; Bowman High, Canyon High, Hart High, Sierra Vista Junior High, Saugus High, Placerita Junior High, La Mesa Junior High, and Golden Valley High schools, and any additional schools as agreed upon between the District and the Child & Family Center of Santa Clarita. The list of school sites can be modified with prior written consent of the District and the Child & Family Center of Santa Clarita.

The Child & Family Center of Santa Clarita will provide therapist(s) for the designated school sites for a total of at least 10 hours of direct service time per week for all identified Medi-Cal beneficiary children. The Child & Family Center of Santa Clarita will be available for debriefing and consultation with the school staff. Students with Medi-Cal coverage will be eligible to receive comprehensive mental health services within the limits of these funding allocations to the Child & Family Center. These could include individual and family therapy, group therapy, psychiatric evaluation and recommendations for any necessary medication, psychiatric follow up, medication monitoring, and case management services. Parents of all students will be eligible to participate in parenting classes held at the Child & Family's main location on Centre Pointe Parkway, or at various schools in the community when available or salient. Crisis evaluation services will also be available to any student who is brought to the Child & Family Center's main location by their parent or legal guardian between the hours of 9:00 am and 5:00 pm Monday through Friday. The Child & Family Center is available during these same hours for any crisis call from school staff for any student for consultation.

CFC Representative