

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH WHITTIER SCHOOL DISTRICT
AND
HELPLINE YOUTH COUNSELING, INC.

THIS AGREEMENT is made and entered into this 22nd day of June, 2021, by and between the South Whittier School District, located at 11200 Telechron Ave Whittier, California 90605, hereinafter referred to as "District", and Helpline Youth Counseling Inc., hereinafter referred to as "Helpline", located at 14181 Telegraph Road Whittier, California 90604 both of whom are collectively referred to as the "PARTIES".

WHEREAS, DISTRICT operates schools serving students and families who may at times require mental health prevention and intervention services to assist in preventing mental health related conditions, risky behavior and other serious mental health problems; and

WHEREAS, the Executive Director has been delegated authority by the HELPLINE Board of Directors to negotiate and sign agreements to provide these services; and

WHEREAS, HELPLINE desires to participate in a joint effort with the DISTRICT;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the South Whittier School District, the preventative, educational substance abuse prevention services mutually agreed upon by both PARTIES. These services shall be provided by HELPLINE through this Agreement and shall be consistent with the laws of the State of California and the guidelines by which DISTRICT administers its schools. All services under this Agreement will be provided at South Whittier schools in the city of Whittier.

2. STATEMENT OF WORK -- HELPLINE

- A. HELPLINE will provide facilitator/s to teach life Skills Training curriculum to 4th grade students in the South Whittier Elementary School District:
- B.
 - 1. Carmela Elementary School
 - 2. Lake Marie Elementary School
 - 3. Los Altos Elementary School
 - 4. Howard J. McKibben Elementary School
 - 5. Loma Vista Elementary School
- C. Life skills curriculum consists of twelve (12) 1-hour weekly classroom workshops. Facilitators will provide the activity worksheets and will facilitate

through power point presentations. Workshops will be interactive and hands-on as students will practice what they learn that day.

- D. The 12 lessons in the workshop include but are not limited:
1. Goal setting
 2. Making the Best Decisions
 3. Information about Smoking and other Drugs
 4. Creating your own Advertising
 5. Decreasing Stress
 6. Passive/Active Listening
 7. Conflict Resolution
 8. Standing up for your Rights.

One lesson will be conducted each week until completion.

- E. Services may be subject to change based upon need and as agreed upon by both agencies.
- F. HELPLINE shall provide, on behalf of DISTRICT, social and emotional support services, whether preventative, educational and/or informational, health services for students, families, and school staff designed to address social or emotional health concerns, and to provide consultation, resource referral and education, improving the lifestyle and quality of life of these individuals and their families, and directly impacting more holistic measures of community mental health over the long term, such as academic performance, income, educational attainment of residents and quality of the labor force.
- G. HELPLINE will purchase any additional needed office equipment for the staff not already provided by DISTRICT.
- H. HELPLINE will provide DISTRICT with a Certificate of Insurance for Property and Liability naming ABCUSD as additionally insured and endorsed loss payee. Coverage limits will be stated in the Certificate at a minimum of \$2,000,000 for general liability with \$1 per incident.

3. EMPLOYMENT STATUS

It is understood by the PARTIES that employee of HELPLINE are not employees or agents of the DISTRICT. For purposes of this contract, HELPLINE staff are "Business Associates" as defined by L.A. County Department. It is additionally understood that no term or condition of the Agreement can conflict with State statute defining the status of the HELPLINE employees.

4. CONTRACT AMOUNT AND CONTRACT PERIOD

This Agreement will commence during the 2021-2022 school year starting June 22, 2021- June 30, 2022. Thereafter, this Agreement will be reviewed on an annual basis.

Helpline will provide the Life Skills/Anger Management Training with funding supported by the Department of Public Health Substance Abuse Prevention and Control. Therefore, services will be at no cost to SWUSD.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between HELPLINE and DISTRICT and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between HELPLINE and DISTRICT. DISTRICT agrees that the proposed staff services provided by HELPLINE will incorporate all customary DISTRICT employee functions such as fingerprinting, TB tests, attending any mandatory DISTRICT training, observing scheduled and unscheduled time-off (e.g. District mandated furlough days, holiday breaks, vacation, etc.).

6. INDEMNIFICATION

HELPLINE shall indemnify, defend, and hold harmless DISTRICT, and its elected and appointed officers, employee and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with HELPLINE'S acts and/or omissions arising from and/or relating to this Agreement.

8. TERMINATION AND TERMINATION COSTS

In the event that DISTRICT or HELPLINE withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, DISTRICT or HELPLINE may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in HELPLINE funding for the Agreement activity.

9. TERMINATION FOR IMPROPER CONSIDERATION

Either of the PARTIES may, by written notice to the Other Party, immediately terminate this agreement if it is found that consideration, in any form, was offered or given by Either Party, either directly or through an intermediary, with the intent of securing this Agreement or securing favorable treatment with respect to the amendment or extension of this Agreement or the making of any determinations with respect to a Party's performance pursuant to this Agreement. In the event of such termination, the Party

deemed to have provided such improper consideration shall not be entitled to pursue any remedies against the Other Party.

11. TERM

This Agreement shall be for services during the period commencing on June 22, 2021 through June 30, 2022.

The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

HELPLINE YOUTH COUNSELING, INC

By _____ Date _____

Jeff Farber
Executive Director

SOUTH WHITTIER SCHOOL DISTRICT

By _____

Date

Director of Assessment, Accountability, and Parent Engagement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

SOUTH WHITTIER SCHOOL DISTRICT

By: _____
Name: Stacy Ayers
Title: Director of Assessment,
Accountability, and Parent Engagement

Helpline Youth Counseling Inc.

By: _____
Name: _____
Title: _____
Email: _____

Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES

HELPLINE shall provide, on behalf of DISTRICT, social and emotional support services, whether preventative, educational and/or informational, health services for students, families, and school staff designed to address social or emotional health concerns, and to provide consultation, resource referral and education, improving the lifestyle and quality of life of these individuals and their families, and directly impacting more holistic measures of community mental health over the long term, such as academic performance, income, educational attainment of residents and quality of the labor force.

EXHIBIT "B"
COMPENSATION FOR SERVICES

No cost to the District for consultant services.

EXHIBIT "D"

CRIMINAL RECORD AND BACKGROUND CHECK
[TO BE SUBMITTED AFTER AWARD OF CONTRACT]

To the Governing Board of the South Whittier School District:

I _____ (Name of Contractor) certify that:

1. Contractor has carefully read and understands the requirements regarding criminal record and background checks set forth in Education Code Section 45125.1.

2. Due to the nature of the work Contractor will be performing for the District, Contractor's employees may be in contact with students of the District.

3. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees assigned to provide services pursuant to the Contract, and certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. Below is a list of all employees providing services pursuant to the Contract. In performing the services set forth in the Contract, Contractor shall not utilize any employees who are not included on the list below.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Education Code section 45122.1 and this determination was made by a fingerprint check through the Department of Justice.

List of Employees: _____

(Contractor's Certification on Next Page)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____

Signature

Typed or printed name

Title

Address

Telephone

**South Whittier School District
CONFLICT OF INTEREST STATEMENT**

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the South Whittier School District conflicts with the personal or financial interests of one of its consultants, or that person’s immediate family member or employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District’s mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

As a Consultant for the District, I agree to following. By initialing each point below, I affirm:

- ___ To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.
- ___ I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.
- ___ I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

Signature

Date

Printed Name

ATTACHMENT A

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

NAME: _____

TITLE: _____

SIGNATURE: _____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

ATTACHMENT B

TB TESTING

Vendor shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Vendor's employees, or those of any other Vendors, coming into contact with the District's pupils. Vendor shall keep a copy of said information in the employee file.

By signing below, I acknowledge Vendor has read the requirements above, understands it, and agrees to be bound by its terms and conditions. In Witness Whereof, the parties have caused this document to be executed on their behalf by their fully authorized representatives.

DATE: _____

VENDOR

By: _____

Signature

ATTACHMENT C

INSURANCE REQUIREMENTS FORM

The Vendor shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the District.

A. Vendor shall obtain and maintain the following policies and coverage. The insurance furnished by the Vendor shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Vendor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Vendor and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$2,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Vendor shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Vendor for all coverage until the work is accepted as complete. The District requires the Vendor to furnish the District complete, certified copies of all required insurance policies. The Vendor shall notify the District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Board of Education, the District; their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be in a form approved by the District.

(2) For any claims related to the work, the Vendor's insurance coverage shall be primary insurance as respects the Board of Education, the District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Board of Education, the District, their officers, employees, representatives, and agents shall be in excess of the Vendor's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Board of Education, the District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Vendor's liability.

(2) Acceptance of certificates of insurance by the District shall not limit the Vendor's liability under this Agreement.

(3) In the event the Vendor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Vendor shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Vendor, the District may pay for the insurance from Agreement sums otherwise due the Vendor.

(4) If the District is damaged by the failure of Vendor to provide or maintain the required insurance, the Vendor shall pay the District for all such damages.

(5) The Vendor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

DATE: _____

VENDOR

By: _____
Signature