

**AGREEMENT BETWEEN  
THE MAPLE COUNSELING CENTER  
AND  
THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
FOR  
MENTAL HEALTH SERVICE**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of June 2018, by and between the BEVERLY HILLS UNIFIED SCHOOL DISTRICT (hereinafter, "District") and the MAPLE COUNSELING CENTER, a non-profit corporation (hereinafter, "Center" or "TMCC").

WHEREAS, TMCC provides needed counseling and a range of support services to the student and faculty/staff of the District as needed and;

WHEREAS, the District will provide financial support to the Center for the **2018-2019** school year in the amount of seventy-thousand (\$70,000) to allow continuation of services beneficial to the District's student and staff.

NOW, THEREFORE, the Center and the District hereby mutually covenant and agree with each other as follows:

1. **FUND AUTHORIZATION.** The District hereby authorized the sum of \$70,000 to be paid during the 2018-2019 school year to the Center. The payments are to be made on October 1 and March 1 of each school year in equal amount of thirty-five thousand dollars (\$35,000).
2. **USE OF FUNDS.** The Center shall use the funds as set for to provide the counseling and community support services to benefit the District's students and staff.
3. **SCOPE OF SERVICES.** The Center shall not be required to keep the funds separate from other funds of the Center. Services may include, but are not limited to, individual and group counseling services, mental health assessments, support groups for students, workshops, substance and alcohol abuse prevention and education activities in partnership with the District instructional liaison, a student peer counseling program to be held at Beverly Hills High School (BHHS), the Community Circle Program, consultations as needed, and crisis debriefings to students and staff of the District.
4. **TERM.** The Agreement shall be annual and becomes effective for the 2018-2019 school year upon approval by the Board of Education. The agreement may be extended on a year-to-year by written consent from each party, upon successful completion of an annual review prior to the conclusion of the school year which will include programs utilized, the number of student serviced, and staff feedback.

5. INDEPENDENT CONTRACTOR. The Center shall be considered an independent contractor and is not an office, agent or employee of the District.

6. MUTUAL HOLD HARMLESS. The District shall defend and indemnify the Center, its officers, agents and employees from all liability, loss, or expense for death, personal injury, personal or emotional injury, bodily injury and injury to the property arising out of acts or omission by the District, its officers, agents and employees, related to the duties or responsibilities or the District under this Agreement. In turn, the Center shall defend and indemnify the District, its officers, agents and employees from all liability, loss or expense for death, bodily injury and injury to property arising out of acts or omission by the Center, its officers, agents and employees, related to the duties or responsibilities of the Center under the Agreement. Both parties shall maintain a minimum of \$1 million of liability insurance to guarantee compliance with this provision. TMCC shall provide proof of worker compensation insurance for all its employees, in accordance with legal requirements.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers' thereunto duly authorized.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Michael Bregy  
Superintendent of Schools

By \_\_\_\_\_ Date \_\_\_\_\_  
Lisa Korbatov  
BHUSD Board of Education, President

THE MAPLE COUNSELING CENTER

By \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Beverly Hills Board of Education: \_\_\_\_\_  
(date)