

**HORIZONS FAMILY COUNSELING SERVICES AGREEMENT  
BETWEEN THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT AND  
CITY OF LIVERMORE**

THIS AGREEMENT, is made and entered into this 24<sup>th</sup> day of September, 2024, between the Livermore Valley Joint Unified School District ("LVJUSD") and the City of Livermore, a municipal corporation ("City" hereinafter referred to as "Horizons Family Counseling" or "Horizons").

**RECITALS**

Horizons Family Counseling, a division of the Livermore Police Department, provides mental health related services to youth and families in the Tri-Valley area.

LVJUSD desires to utilize the services of Horizons Family Counseling to benefit the students attending schools in LVJUSD.

This Agreement memorializes the understanding between LVJUSD and Horizons Family Counseling, whereby Horizons Family Counseling receives payment for services to LVJUSD as outlined in this Agreement.

**AGREEMENT**

**NOW, THEREFORE,** LVJUSD and City hereby agree as follows:

1. **Description of Services.** Horizons shall provide mental health related services that include counseling services, consultation, and youth presentations to designated LVJUSD schools agreed upon by the parties, as more particularly described in the attached Exhibit A (collectively, the "Services").
2. **Term.** The term of this Agreement commences on July 1, 2024 and terminates on December 31, 2026
3. **Payment.**
  - (a) The total compensation payable by LVJUSD to Horizons for the Services shall not exceed \$304,500 ("not to exceed amount").
  - (b) LVJUSD shall pay Horizons no later than 30 days after LVJUSD receives a written invoice from Horizons and verifies the Services performed for the payment requested. Payment shall be paid in two equal installments by LVJUSD on

January 15, and June 15, after delivery of an invoice from Horizons to LVJUSD for services rendered.

4. **Records.** Horizons shall maintain records for program review, evaluation, audit and /or other purposes and make them available to LVJUSD upon request. These records shall be maintained for a period of five years after termination of this Agreement.

5. **Authorization.** This Agreement is authorized solely for the term of July 1, 2024 – December 31, 2026.

6. **Recipients of Services.** Services under this Agreement shall be provided to LVJUSD students and parents referred for services by LVJUSD School Principals, Vice Principals, Teachers, Child Welfare Attendance Workers, and Staff.

7. **Termination.** Either party may terminate any portion or all of the Services provided by Horizons by providing the other party at least 30 calendar-days written notice. Upon receipt of a termination notice, Horizons shall immediately stop all work in progress on the Services, except where disruption of the client-counselor relationship may require additional time to transition to another service provider, and provide an invoice to LVJUSD for Services performed prior to the termination date, which shall be payable within 30 days of receipt.

8. **Confidentiality.** Horizons shall not disclose any confidential or proprietary information received from LVJUSD or from recipients of Services under this Agreement to anyone except Horizon's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to LVJUSD.

9. **Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by Horizons can be used in place of the original for all purposes with the same effect as if it was the original.

10. **Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO HORIZONS:                    Attention: Asceneth Paez-Arroyo  
   City of Livermore  
   1052 S Livermore Avenue  
   Livermore, California 94550

TO LVJUSD:                      Attention: Kelly Manke  
   Livermore Valley Joint Unified School District  
   680 East Jack London Blvd.  
   Livermore, CA 94551

11. **Waiver.** Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

12. **Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

13. **Counterparts.** This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

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**Signatures and Attachment List on the Next Page**

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT:**

**Dated:**

DocuSigned by:  
*Kelly Manke*  
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\_\_\_\_\_  
Kelly Manke  
Assistant Superintendent of  
Administrative Services

8/28/2024 | 7:20 PM PDT  
\_\_\_\_\_

**HORIZONS FAMILY COUNSELING CITY OF LIVERMORE:**

**Dated:**

Signed by:  
*Marianna Marysheva*  
67FF33A39740458...  
\_\_\_\_\_  
Marianna Marysheva  
City Manager

9/24/2024 | 1:29 PM PDT  
\_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
*Katherine Mirassou* DS  
*ADH*  
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\_\_\_\_\_  
Deputy/Assistant/City Attorney

Attachment:  
Exhibit A – Scope of Services

## EXHIBIT A

### SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES

Horizons Family Counseling will be partnering with Livermore Valley Joint Unified School District to provide mental health related services to LVJUSD students at designated school sites. School sites are determined by an assessment of needs held by the LVJUSD Wellness Coordinator and Horizons Family Counseling Clinical Manager.

#### A. Mental Health Related Services

- Provide up to 10 individual and/or group counseling sessions per student; exceptions can be made for special circumstances
- Provide 6 Mental Health Related classroom trainings/presentations for LVJUSD students during each academic year
- Attend 6 Coordination of Services Team (COST) meeting per school, per year
- Provide continued collaboration with LVJUSD Wellness Centers, School Psychologists, School Counselors, and other school personnel

#### B. Horizons Family Counseling Responsibilities:

- The Clinical Program Manager will act as the liaison between Horizons Family Counseling and Shari Johnston, Wellness Coordinator
- Provide up to 20 hours of mental health related services such as individual/group counseling, classroom presentations, and consultation, a week during each academic year to designated schools agreed upon Horizons Family Counseling and LVJUSD
- As mandated reporters, submit reports to Children and Family Services as necessary. These reports are not part of the individuals school record nor will be passed to school personnel
- All records are confidential and will not be part of the child's school record. We work collaboratively with school personnel, but will not release details about the specific content of the youth's counseling without written consent from a legal guardian
- Maintain a standard of professionalism and behavior consistent with the expectations of LVJUSD
- Provide a summary of stats/generic data at the end of the year for the designated school sites
- Notify the school site staff if Horizons Family Counseling will be late or absent on assigned day; or of any staff changes
- To the extent possible and in collaboration with the school site staff, provide services that do not interfere with classroom work or disrupt the normal activities of the school site

## EXHIBIT A

### SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES

#### C. LVJUSD School Site Responsibilities:

- School personnel such as the COST Teams, school administrators, school counselors to provide appropriate referrals and collaborate with Horizons Family Counseling to determine student referral process and criteria for student referral
- Provide a designated staff person responsible for implementing and maintaining communication with Horizons Family Counseling in a timely and regular manner
- Provide school policies and procedures, including but not limited to consent and confidentiality policies.
- Provide reasonable space, as agreed upon by school and Horizons Family Counseling, to facilitate services to students. Horizons Family
- Provide the use of reasonable resources (i.e.: telephone, voicemail, copiers...)
- Provide ongoing support as needed to facilitate the provision of services.
- Collaborate with Horizons Family Counseling to determine student referral process and criteria for student referral.

#### D. Criminal Background Checks and Tuberculosis Testing

Horizons Family Counseling staff who will provide counseling services on any school site will have a criminal background check, fingerprinting, and tuberculosis performed and approved.

- LVJUSD shall reimburse the cost of each tuberculosis test and fingerprinting for each staff member

#### E. Payment of Services

- LVJUSD may be charged for up to 10 sessions of a LVJUSD student receiving services provided by Horizons Family Counseling within 1 academic year
- These sessions will be funded from LVJUSD through the Federal American Rescue Plan Act/Mental Health Student Services Act .
- Any additional school-based counseling sessions after the 10 sessions will be charged to the County of Alameda Probation Department or directly to the guardian/family of the student.

## EXHIBIT A

### SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES

**F. Budget Summary (7/1/24-12/31/26)**

Budget Item	FY24-25 Reimbursement Amount (7/1/24- 6/30/25)	FY25-26 Reimbursement Amount (7/1/25- 6/30/26)	FY26-27 Reimbursement Amount (7/1/26- 12/31/26)	Total for Contract Period (7/1/24- 12/31/26)
<b>Subcontract Expenses</b>				
Subcontract with Horizons Family Counseling (Horizons) to provide multi-tiered mental health support at 8 school locations	131,500	131,500	41,500	304,500
<b>NOT TO EXCEED TOTAL AMOUNT</b>	<b>\$131,500</b>	<b>\$131,500</b>	<b>\$ 41,500</b>	<b>\$304,500</b>