MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

New Bridge Foundation-ASPIRE

PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and **New Bridge Foundation-ASPIRE** for the purpose of providing **SUD Treatment services** for SLUSD students during the 2016-2017 school-year. MOU is effective as of September 1, 2016

SERVICES PROVIDED

New Bridge Foundation-ASPIRE will:

1. Provide district with **1 counselor** who will provide group and individual **SUD Treatment services** to San Leandro students. The counselor will provide said services to students at the following schools:
    a. **San Leandro High School – Tuesday, Thursday, and Friday**
2. Provide weekly supervision and training for their counselor.
3. Routinely and frequently evaluate the amount of counseling service utilization and delivery hours at the school sites through collaboration with Coordination of Services Team (COST) members and participation in COST meetings as schedules permit.
4. Work collaboratively to share space and maintain client confidentiality.
5. Provide SLUSD with names and schedules of counselors prior to their beginning services and update the district as changes in these schedules occur.
6. Ensure that counselor providing services on the school site submits fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1
7. Not permit any counselor to come in contact with students until the Department of Justice has ascertained that counselor has not been convicted of a serious or violent felony.

San Leandro Unified School District/ School Sites will:

1. Collaborate with the New Bridge Foundation-ASPIRE counselor to determine student referral process and criteria for student referral.
2. Refer students to New Bridge Foundation-ASPIRE services as appropriate through the Coordination of Services Team (COST) process.
3. Ensure that a private, confidential space is made available for all regularly scheduled counseling hours.
4. Ensure that the designated counseling space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the New Bridge Foundation-ASPIRE counselor is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for the New Bridge Foundation-ASPIRE counselor as needed.
7. Direct concerns regarding New Bridge Foundation-ASPIRE policies, procedures, and requests for modifications to agreed upon services to the New Bridge Foundation-ASPIRE Director or Adolescent Services.

BILLING AND COLLECTIONS

SLUSD will have no financial obligation for the services provided by New Bridge Foundation-ASPIRE.

INSURANCE AND LIABILITY

New Bridge Foundation-ASPIRE will be responsible for liability and malpractice insurance for all New Bridge Foundation-ASPIRE staff. Upon request by SLUSD, New Bridge Foundation-ASPIRE will furnish copies of its Certificate of Insurance which specifies levels of relevant insurance coverage.

New Bridge Foundation-ASPIRE will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, New Bridge Foundation-ASPIRE's performance of its duties under this agreement. SLUSD will indemnify and hold harmless New Bridge Foundation-ASPIRE against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, SLUSD's performance of its duties under this agreement. Each partner will give the other prompt notice of any demand, claim, or suit against it.

CONFIDENTIALITY

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the SUD Program identifying or otherwise relating to the patients in the SUD Program ("protected information"), it is fully bound by the provision for the federal regulations governing the Confidentially of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;

2. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

3. Agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;

4. Recognizes the need for case management activities focused on individual student needs. The Coordination of Services Team (COST) conducts regularly scheduled meetings that include the exchange of protected health information as described in this Agreement. Together, The COST Toolkit and Youth Treatment Guidelines provide the bases for collaborative efforts focused on student interventions, and treatment for Substance Use Disorders (SUD).

5. Agrees that, when the School uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;

6. Agrees that if the School enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA and, if the School learns of a pattern or practice by the agent that is a material breach of the contract with the School, to take reasonable steps to secure the breach or terminate the contract, if feasible;

7. Agrees to comply with HIPAA's security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;

8. Agrees to report breaches of protected information to the SUD Program; YTG_BHCS Guidelines Rev. 09.28.15 11

9. Agrees to report to the SUD Program any use or disclosure of the protected information not provided for in the agreement of which it becomes aware;

10. Agrees to ensure that any agent, including a subcontractor to whom the School provides the protected information received from the SUD Program, or created or received on behalf of the SUD Program, agrees to the same restrictions and conditions that apply to through this Agreement to the School with respect to such information;

11. Agrees to make any amendments to the protected information as directed or agreed to by the SUD Program pursuant to 45 C.F.R. § 164.526;

12. Agrees to make available policies and procedures, relating to the use and disclosure of protected information received from the SUD Program, or created or received by the School on behalf of the SUD Program, to the SUD Program or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the SUD Program's compliance with HIPAA;

TERMINATION

a) San Leandro High School or New Bridge Foundation-ASPIRE may, at any time, with or without cause, terminate this contract. Notice shall be deemed given when received by either party no later than three days after the day of mailing, whichever is sooner.
b) Upon Termination: New Bridge Foundation-ASPIRE shall provide San Leandro High School with all school-related documents produced, maintained or collected by New Bridge Foundation-ASPIRE pursuant to this MOU, whether or not such documents are final or draft documents, with the exception of confidential client documentation and/or files.

DURATION

This agreement shall commence on September 1, 2016 and shall continue for the remainder of the 2016-2017 school year (June 30, 2017).

San Leandro Unified School District

Mike McLaughlin, Superintendent
San Leandro Unified School District
Date: _____

835 E. 14th Street, 94577
San Leandro, CA 94577-1222

New Bridge Foundation-ASPIRE

Georgette Cobbs, LMFT#46161
Director Adolescent Services
New Bridge Foundation-ASPIRE
Date: 9/13/2016

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