# Memorandum of Understanding

***Between***

**San Leandro Unified School District**

***And***

Girls Incorporated of Alameda County

## PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (referred to as "DISTRICT" throughout the remainder of this document) and Girls Incorporated of Alameda Co. (referred to as "AGENCY" for the remainder of this document) for the purpose of providing **behavioral/mental health treatment, consultation, and service coordination.** **This MOU is effective** May 31, 2017.

## AGENCY SERVICE CAPACITY

Girls Incorporated of Alameda Co. (agency name) will provide/adhere to the following:

1. Behavioral Health Services at the following **SLUSD campuses**:

| | | | |
|---|---|---|---|
| San Leandro H.S. | J. Muir M.S. | Jefferson E.S. | |
| Lincoln H.S. | Roosevelt E.S. x2 | | |

2. Weekly clinical supervision and training for each contracted provider from AGENCY.
3. Assist in conducting outreach to inform school staff, students, and families about the services available and procedures for accessing services/making referrals.
4. Provide individual mental health services to students and to their families as appropriate.
5. Work In collaboration with DISTRICT COST Procedures, DISTRICT partners, and campus administration to develop a system for receiving and responding to referrals for services.
6. Act as a mental health resource to school staff and to families of students deliver formal and informal mental health consultation services to school personnel.
7. Offer mental health support groups for students and/or families on relevant topics as identified by students, families, and school staff.
8. Maintain clinical records in accordance with professional standards. The clinical record will be housed at AGENCY and secured in accordance with HIPAA.
9. Work with students, families, faculty, campus administration, DISTRICT, and DISTRICT partners to enhance behavioral health programming and service delivery.
10. Work collaboratively to share space and maintain client confidentiality in accordance with HIPAA.
11. Routinely and frequently evaluate the amount of mental health services utilization and delivery hours at each campus on a weekly basis.
12. Provide data (limited to numbers, not confidential information) quarterly and as requested by DISTRICT or DISTRICT partner.
13. **Agree to:** ***San Leandro Unified School District – Behavioral Health Provider Agreements[1]***
    a. ***Please initial that you have reviewed and received a copy:*** JM

## SCREENING REQUIREMENT

AGENCY will provide the DISTRICT with "**Required Certifications Agreement**" which confirms clearance of each AGENCY provider of the following:

A. **Criminal Background Clearance:** Compliance with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student.
   i. AGENCY shall not permit any provider to have any direct contact with DISTRICT pupils or families until after AGENCY certifies in writing to the DISTRICT that such AGENCY provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. AGENCY shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

B. **Tuberculosis Clearance**: Each AGENCY provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with DISTRICT students or families. AGENCY shall maintain on file the certificates from the examining physicians and surgeons showing that each AGENCY provider was examined and found free from active tuberculosis.
   i. These forms must be maintained and updated by AGENCY, and be available to the DISTRICT or any designated agency upon request or audit.
   ii. **Cost**: AGENCY shall be responsible for all costs related to fingerprinting and TB testing.

The **"Required Certifications Agreement"** [2] ***must be submitted by September 1st, and prior to providers starting at their assigned school sites.***

## DISTRICT RESPONSBILITY

1. Work in collaboration with the AGENCY to strengthen the system for receiving and responding to referrals for counseling services.
2. Refer students to the AGENCY via COST.
3. Ensure that a private, confidential space is made available for all regularly scheduled provider hours.
4. Ensure that the designated office space includes a telephone (or other reliable device or process) for calling students from class or in the case of an emergency.
5. If available, the DISTRICT site will provide a desktop computer in the office space used by AGENCY, otherwise AGENCY providers are encouraged to bring AGENCY laptop or plan accordingly to complete paperwork at home clinic.
6. Wi-Fi will be made available to AGENCY providers in order access their AGENCY database to complete paperwork. If unable to access, AGENCY providers may have to decrease service hours in order to schedule time at home clinic.
7. Ensure that AGENCY providers are given a current campus disaster/emergency plan, evacuation procedure protocols, site map, and staff/classroom/phone directory.
8. Obtain and distribute keys/access codes, etc as necessary for AGENCY providers.
9. Direct concerns regarding AGENCY policies, procedures and requests for modification to MOU to AGENCY lead/supervisor/program director (not to on-site AGENCY providers).

## DATA DISCLOSURE

AGENCY will provide DISTRICT with a signed "**Data Sharing Agreement"** which allows AGENCY providers to access DISTRICT student data base for the purpose of disclosing personally identifiable information (PII) from student data records in order to facilitate the provision of behavioral health services, as outlined in this MOU, to students within the DISTRICT.

The **"Data Disclosure Agreement"**[3] ***must be submitted by September 1st, and prior to providers having direct access to the student data-base.***

## BILLING AND COLLECTIONS

1. DISTRICT will reimburse AGENCY at the pre-negotiated rate of $5,000.00 *(indicate per intern provider rate based on days of service),* for a total of $30,000.00 for the services outlined in this MOU.
    a. AGENCY will submit an invoice in December for 50% of total and in May for remainder 50%.
    b. DISTRICT will remit payment as soon as invoice is received. 50% of total by end of January, and the remainder 50% by end of June.

## INSURANCE AND LIABILITY

1. AGENCY is responsible for liability and malpractice insurance for all AGENCY staff. Upon request by DISTRICT and/or participating campuses, AGENCY will furnish copies of its Certificate or Insurance which specifies levels of relevant insurance coverage.
2. AGENCY will indemnify and hold harmless DISTRICT and participating campuses against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with AGENCY performance of its duties under this agreement.
3. DISTRICT and participating campuses will indemnify and hold harmless AGENCY against all liability, including liability for attorneys' fees and court cost arising out of in connections with DISTRICT and/or participating campuses' performance of its duties under this agreement.
4. AGENCY and DISTRICT will give the other prompt notice of any demand, claim, or suing against it.

## DURATION

MOU is effective as of May 31, 2017, through June 08, 2018.

AGENCY and/or DISTRICT can request review and come to mutually agreed upon amendment at any time throughout the duration of the MOU.

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|---|---|
| | Julayne Virgil, Executive Director |
| **Printed Name/Title - DISTRICT Designee** | **Printed Name/Title - AGENCY Designee** |
| | 5/30/2017 |
| **DISTRICT Signature** **DATE** | **AGENCY Signature** **DATE** |
| Joanne Clark, Assistant Director<br>Educational Services Division<br>JoanneClark@slusd.us<br>510-667-3552 | Alex Mendez, Ph.D.<br>Community Mental Health Services Director<br>Pathways Counseling Center/<br>Girls Incorporated of Alameda County<br>amendez@girlsinc-alameda.org<br>(510) 357-5515 ext. 215 |
| **Name/Title of DISTRICT MOU Contact, Phone, Email** | **AGENCY Address, Phone, Email** *(main contact for MOU)* |

**Addendums:**
[1] SLUSD Behavioral Health Provider Agreements 17-18
[2] Required Certifications Agreement
[3] Data Disclosure Agreement 2017

# SLUSD Behavioral Health Provider Agreements

**The Behavioral Health Provider agrees to:**

a. Attend COST (provider or assigned representative)
b. Receive referrals from COST Process ONLY
c. Maintain accurate and current caseload numbers
d. In the best interest of the student, and as it relates to academic success, share treatment progress, case updates, provide clinical insight and offer suggestions for interventions for any student discussed at COST
e. Immediate and efficient follow-through with referrals (i.e. open a case within two weeks of receiving of referral, and report back to COST Coordinator if unable)
f. Work collaboratively with COST members to address whole school culture (Tier 1-3), as well as individual student needs
g. Develop and facilitate (Tier 2) groups focused on prevention and psychoeducation
h. Share in holding COST meetings as confidential entities
i. Collaborate and consult with COST members in seeking solutions for supporting the whole child
j. Provide and maintain transparency of schedule (time on campus and direct service hours)
k. Provide appropriate outside referrals and report to COST if client does not meet agency eligibility or provider is unable to serve client
l. Direct communication with COST Coordinator and COST Site Administrator
m. Attend provider meetings and workshops to increase collaboration and strengthen partnerships

**The Behavioral Health provider will maintain agreements, by:**

- Engaging in professional relationships with Teachers, Staff, Administrators, and other district Behavioral Health Providers and Consultants
- Establishing agency as a visible part of the school culture by attending lunchtime, after school programs, etc.
- Ensuring that all students have access ; and, understand that group therapy is essential and highly encouraged if appropriate for the site and provider
- Aligning services with SLUSD's MIISS (Multi-tiered Integrated Intervention Support System)
- Providing opportunities for teacher trainings, parent education and school wide improvement efforts as needed
- Providing classroom, playground, or community consultation to teachers as needed
- Providing a level of crisis work (5150's, CPS, Emergencies) and education to school staff and parents
- Providing non-identifiable data (as requested) for purpose of ensuring continued funding for behavioral health services in the district
- Participating in COST and the overall vision of full-service community schools