MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO'S
JUVENILE JUSTICE BEHAVIORAL HEALTH RESEARCH TEAM (WITHIN THE UCSF DEPARTMENT OF PSYCHIATRY AND DIVISION OF INFANT, CHILD AND ADOLESCENT PSYCHIATRY AT ZUCKERBERG SF GENERAL HOSPITAL)

AND

SAN LEANDRO UNIFIED SCHOOL DISTRICT

ACTING THROUGH ITS

BARBARA LEE CENTER FOR HEALTH & WELLNESS

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Regents of the University of California, San Francisco (UCSF) and the San Leandro Unified School District as a study referral process for the National Institute of Health/National Institute of Drug Abuse funded project entitled "Gender Responsive Drug Use Treatment for Juvenile Justice Girls" (R01DA035231; PI Tolou-Shams); short-title "VOICES Project."

BACKGROUND

VOICES Project

The VOICES Project is a randomized controlled trial (RCT) aimed at evaluating the efficacy of the VOICES group-based intervention program on substance use, psychiatric symptoms, HIV/STI risk behaviors and recidivism for 200 court-involved, non-incarcerated (CINI) girls and young adult women (i.e., justice-involved girls who are currently living in the community). The RCT is sponsored by NIH/NIDA (National Institute on Drug Abuse; R01DA035231) and is approved by the University of California, San Francisco's (UCSF) Internal Review Board (IRB).

The VOICES intervention consists of a 12 session (60 minutes each), gender-responsive and trauma-informed group intervention focused on decreasing substance use and improving health and legal outcomes for juvenile justice girls and young women ages 12 - 24.

Girls referred to the VOICES project by SLUSD will be randomized to either the VOICES intervention groups or GIRLHealth, a psychoeducational group matched for time and attention that discusses a variety of topics including substance use. All participants who actively and independently consent to their participation, with consent from a parent legal guardian (ages 12-17), will in addition be able to complete tablet-based research assessments at seven time points over 15 months; questionnaires are completely confidential and separate from their group involvement and ask about substance use, HIV/STI risk behaviors, psychiatric symptoms and their delinquency/legal involvement. At each time point, study personnel will also collect collateral data on drug use (through biological screens) and will request recidivism data (through legal records). Those who

consent to the research study are informed of the data collected (e.g., recidivism) in addition to collection of their own questionnaire responses and biological data. Research-related protections mandate that no one other than research staff will have access to participant's responses to these research-based questionnaires or biological specimens collected as part of research assessments. The study has also obtained a Certificate of Confidentiality that further protects participants' responses from being obtained by others outside of the study. These protections are outlined in the UCSF IRB- approved study participant consent forms.

San Leandro Unified School District, Barbara Lee Center for Health & Wellness

The Barbara Lee Center for Health & Wellness offers a place for San Leandro Unified School District middle school and high school students to participate in academic, youth leadership, social, medical & dental, counseling and recreational activities after school and during school breaks.

PURPOSE

The general purpose of this MOU is to serve as an agreement to facilitate a referral process between the UCSF and SLUSD and will include the following:

- SLUSD will endeavor to refer eligible girls ages 12 – 24 years to the Juvenile Justice Behavioral Health Research Team.
- Referred girls will be randomly assigned to either the VOICES or the GIRLHealth groups.
- SLUSD cannot and will not make mandatory their client's participation into the research (e.g., questionnaire) portion of the VOICES Project.
- For research participation only, eligible females must be between 12 and 24 years of age and have reported any alcohol, marijuana or other drug use in the past 90 days and in need of substance use treatment. UCSF will screen referred youth for other exclusion factors.
- Each enrolled study participant who fully completes research assessments will receive incentives from UCSF in the form of a gift card or debit card in denominations of $20 or $40 based on assessment time point, $5 cash for completing feedback forms at the end of each group they attend and raffle tickets to win $50 gift cards for completion of each group they arrived to on time and for keeping scheduled research appointments.
- All data collected by UCSF for research purposes cannot and will not be shared with SLUSD for any reason. A Certificate of Confidentiality has been obtained from the sponsor and study governance agency for this purpose. A copy of the Certificate will be provided to SLUSD.
- For purposes of adherence to program supervision and service requirements, if requested by SLUSD as part of the VOICES project, UCSF can provide brief attendance progress reports to SLUSD.
- SLUSD sites deemed accessible and usable as agreed upon by SLUSD personnel may serve as sites for the UCSF research team to conduct the VOICES and/or GIRLHealth groups.
- All parties of the UCSF research team will at all times follow all rules and regulations of SLUSD sites in which the UCSF research team has been given permission to hold groups and assessment meetings or any other SLUSD property.

FUNDING

This MOU does not require either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties. This MOU does obligate UCSF to provide financial incentives to participating youth.

INDEMNIFICATION

To the fullest extent permitted by law, -UCSF shall hold harmless, defend and indemnify the San Leandro Unified School District, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the UCSF's activities described in this MOU, including, but not limited to, the release of confidential data provided to or collected by UCSF, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. SLUSD may participate in the defense of any such claim without relieving UCSF of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to SLUSD, including defense costs, and shall not be limited by any insurance limits.

To the fullest extent permitted by law, SLUSD shall hold harmless, defend and indemnify UCSF and its employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from SLUSD's activities described in this MOU, including, but not limited to, the release of confidential data provided to or collected by SLUSD, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. UCSF may participate in the defense of any such claim without relieving SLUSD of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to UCSF, including defense costs, and shall not be limited by any insurance limits.

DURATION

This MOU is at-will and may be modified at any time by mutual written consent of both parties. This MOU shall become effective upon signature by both authorized officials and will remain in effect until modified or terminated. The term of this MOU shall be for a period of approximately three (1) year and unless earlier terminated, shall expire on November 30, 2018.

CONTACT INFORMATION

Marina Tolou-Shams, PhD
Principle Investigator and Director, Juvenile Justice Behavioral Health Research Team
Associate Professor, In Residence, Department of Psychiatry
Director, Division of Infant, Child and Adolescent Psychiatry (ICAP)

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San Leandro Unified School District, Barbara Lee Center for Health & Wellness
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MISCELLANEOUS TERMS

Independent Relationship. Nothing in this MOU shall create, or be deemed to create, any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between the parties. The relationship is one of independent contractors, with each party at all times acting in an independent capacity from the other.

Security and Facility Access. UCSF and its staff, employees, agents and officials shall at all times comply with SLUSD rules, policies and procedures, as they exist and as they may be amended. All UCSF staff, employees, agents and officials who enter SLUSD facilities or work directly with youth under SLUSD's control shall be subject to a background and criminal records screening. SLUSD, in its sole discretion and without cause, shall have the right to deny access to any SLUSD facility or participation in any SLUSD program to any UCSF staff, employees, agents or officials.

Drug-Free Workplace: UCSF and its staff, employees, agents and officials shall comply with the SLUSD's policy of maintaining a drug-free workplace. Neither UCSF nor its staff, employees, agents and officials shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any SLUSD facility or work site. If UCSF or any of its staff, employees, agents and officials is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any SLUSD facility or work site, then UCSF within five days thereafter shall notify the SLUSD contact listed above.

SIGNATURES

By signing this MOU, each signing party warrants and represents that he/she has executed this MOU in her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which she acted, executed this MOU and is bound by its terms.

_____ Date:

(Signature)
Mario Zazzera

Contract Specialist, Government & Business Contracts
The Regents of the University of California, San Francisco

_____ Date:
(Signature)
Joanne Clark
Director, Prevention and Intervention Services, Educational Services Division
San Leandro Unified School District, Barbara Lee Center for Health & Wellness