Memorandum of Understanding

Between

San Leandro Unified School District

And

Hively (Formerly Family Service Counseling Center)

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 **Hively** (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 August 1, 2019 to June 30, 2020.**

AGENCY SERVICE CAPACITY

Hively (agency name) will provide/adhere to the following:

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

Washington	*SLHS*	*McKinley*	*Muir*

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: _AV_____***

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 per Intern _____ *(indicate per intern provider rate based on days of service),* for a total of _____$20,000_____ 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 August 1, 2019 through June 30, 2020.

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

Joanne Clark, Senior Director	
Printed Name/Title - DISTRICT Designee	**Printed Name/Title - AGENCY Designee**
DISTRICT Signature **DATE**	**AGENCY Signature** **DATE**
San Leandro Unified School District **Barbara Lee Center for Health and Wellness** **2251 Bancroft Ave** **San Leandro, CA 94577**	**Anne Gregan-Ver, LMFT** Clinical Director 2208 San Leandro Blvd. San Leandro, CA 94577 Phone: 510-483-6715 ext. 303 Fax: 510-483-6719 www.behively.org
Name/Title of DISTRICT MOU Contact, Phone, Email	**AGENCY Address, Phone, Email** *(main contact for MOU)*

SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Joanne Clark / [signature] / 9/3/19
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Hively (Formerly Family Service Counseling Center)

2208 San Leandro Blvd. San Leandro, CA 94577
Address — City — State — Zip

Phone: 510-483-6715 ext. — Fax: 510-483-6719 — www.behively.org
Telephone Number — Fax Number — Cell # or E-Mail Address

SCOPE OF WORK: Behavioral Health Counseling Services

LOCATION OF SERVICES: Washington, Muir, McKinley, SLHS

DATE(S) OF SERVICE: 9/2019 to 6/2020

ESTIMATED COST: $20,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Mental Health Counseling

BUDGET NUMBER: 010-5809-0888-1110-1000-018-18—004 (or ASB funds____)

Administrator/Program Manager Approval:
Joanne Clark / [signature] / Date: 9/3/19
Print Name — Signature

Consultant/Contractor:
Anne Bregan-Ver / _____ / Date: _____
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/vkc

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND HIVELY (FORMERLY FAMILY SERVICE COUNSELING CENTER)

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply 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. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant 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. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: HIVELY

Anne Gregan-Ver

[Authorized Representative]

ANNE GREGAN-VER

Title: DIRECTOR OF CLINICAL SERVICES

Date: 8/15/19

For the SLUSD:

[Superintendent or Designee]

Title:

Date:

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
WILLIAM MONEY	8/22/18	9/7/18

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: HIVELY (FORMERLY FAMILY SERVICE COUNSELING CTR.

By: Anne Gregan-Ver Date: 8/15/19
(authorized signatory)

Name: ANNE GREGAN-VER Title: DIRECTOR OF CLINICAL SERVICES

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND HIVELY (FORMERLY FAMILY SERVICE COUNSELING CENTER)

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply 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. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant 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. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: HIVELY / FSCC

Anne Gregan Ver

[Authorized Representative] ANNE GREGAN-VER

Title: DIR OF CLINICAL SERVICES

Date: 8/21/19

For the SLUSD:

_____

[Superintendent or Designee]

Title: _____

Date: _____

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
JOHN VIR M.S. SYDNA KONSTIN	7/15/19	7/11/19

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: HIVELY (FORMERLY FSCC)

By: Anne Greman-Ver
(authorized signatory)

Date: 8/21/19

Name: ANNE GREMAN-VER

Title: DIRECTOR OF CLINICAL SERVICES