Memorandum of Understanding

Between

San Leandro Unified School District

And

Community Health for Asian Americans (CHAA)

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 **CHAA** (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

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

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

Roosevelt			

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: _____***

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 $13,000 *(indicate per intern provider rate based on days of service)*, for a total of _____$13,000__ 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, 2019.

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, Director of Prevention and Intervention	
Printed Name/Title - DISTRICT Designee	**Printed Name/Title - AGENCY Designee**
	Sue Denny, LMFT 39304 Clinical Director, CHAA
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**	Sue Denny 8/30/19 1141 Harbor Bay Parkway #105 Alameda, CA 94502 sue.denny@chaaweb.org
Name/Title of DISTRICT MOU Contact, Phone, Email	**AGENCY Address, Phone, Email** *(main contact for MOU)*

DATA DISCLOSURE AGREEMENT

This Memorandum of Agreement ("the Agreement") is entered into on this 30th day of September, 2019 by and between the San Leandro Unified School District ("the District") and Community Health for Asian Americans (CHAA)"the Contractor" for the purpose of disclosing personally identifiable information (PII) from student data records in order to facilitate the provision of behavioral health services to students within the District (hereinafter "services").

I. **PARTIES.** The San Leandro Unified School District is a local educational agency, authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. CHAA is a provider of behavioral health services.

II. **PURPOSE.** The purpose of the Agreement is to document the terms under which the District is authorized to disclose to the Contractor personally identifiable student information for the provision of services, and to designate the Contractor as the authorized representative of the District consistent with applicable federal and state laws concerning access to and confidentiality of student record information including FERPA. As described herein, the Contractor, as the District's authorized representative, may have temporary, read-only access to PII within the District's AIRES Student Information System, for use in the provision of services identified in this Agreement and any addenda to it. A description of services, Exhibit A, is attached hereto.

III. **AUTHORITY.** Consistent with the federal Family Educational Rights and Privacy Act (FERPA) § 99.31, the District may disclose personally identifiable information from an Education record of a student without the consent required by § 99.30 if the disclosure meets one or more of the following conditions: (A) The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests. (B) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—(1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and disclosure of personally identifiable information from education records.

The District designates the Contractor as its authorized representative for the purposes of disclosing student information, including personally identifiable information, for use in the provision of services as described above.

All services referred to above shall be described in addenda to this Agreement, which shall include service information including but not limited to the scope of services, data that will be disclosed to the Contractor, temporary custodian appointed by the Contractor, applicable timelines, additional terms and conditions specific to the services, and requirements for communication and reporting to the District.

IV. **TERMS AND CONDITIONS**. To effect the transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, the Contractor agrees to:

a. In all respects, comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific services conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.

b. For purposes of services provided and for ensuing the Contractor's compliance with the terms of this Agreement and all applicable state and federal laws, the Contractor designates (Provider Lead) as the temporary custodian of the District's data. The District shall provide read-only access to student data within the District's AERIES Student Information System for the provision of services to the named temporary custodian. For the purposes of this agreement, student data shall mean that data set (or a subset of the data set) defined in Exhibit B, attached hereto.

c. Use data shared under the Agreement for no purpose other than the services described in this Agreement, and as authorized under 34 CFR § 99.31(a)(6)(i). This Agreement or addendum shall not be construed to authorize the Contractor to have access to additional data from the District that is not included in the scope of the Agreement or under the terms of the services described in the addenda to it, or to govern access to the data by entities other than the Parties. The Contractor further agrees not to share data received under the Agreement with any other entity without prior written approval from the District. The Contractor understands that the Agreement does not convey ownership of data to the Contractor.

d. Require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. The Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, intern, or agency with access to data pursuant to the Agreement. The Contractor is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than completing the Contractor's work as authorized by the District consistent with this Agreement and addenda to it.

e. Not amend or alter the scope, design, format, or description of services provided by the Contractor, except as consistent with the Agreement and any addenda to it, without prior written notice to the District.

f. Maintain all data received pursuant to the Agreement separate from all other data files and not copy, reproduce, or transmit data obtained pursuant to the Agreement except to the Contractor's own agents acting for, or on behalf of the District and as necessary to fulfill the purpose of the services described in the attached addenda. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of the Agreement and addenda to it in the same manner as the original data disclosed by the District to the Contractor. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from the District to any other individual, institution, or entity.

g. Not disclose data contained under the Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the District,

or authorized employees, contractors, and agents of the Contractor working as the District's authorized representative on the services approved by the District consistent with this Agreement and described in addenda to it. Persons participating in the approved services on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group.

h. Not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).

i. Destroy all data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes the Contractor to maintain data beyond the time period reasonably needed to complete the services described in the addenda to this agreement. Upon termination of the Agreement and addendum to it as authorized by the District, whichever occurs first, the Contractor will return all data files and hard copy records to the District and purge any copies of data from its possession and/or computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b) and 99.35(b)(2). The Contractor agrees to require all employees, contractors, or agents of any kind working on the provision of services to comply with this provision. No other entity is authorized to continue using data obtained under the Agreement upon termination of the Agreement and services described in addenda to it.

The District agrees to: Provide reasonable notification to the Contractor of any changes in District policies regarding limits on the use of confidential data and, as agents of the District, shall either affirmatively agree to uphold these policies or relinquish access to the data.

V. **RELATED PARTIES**. The Contractor represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance and destruction or return of data, all related or associated institutions, individuals, employees, interns or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

VI. **TERM.** This Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until completion of the project described herein, or until canceled by either party upon 30 days written notice, whichever occurs first. The Agreement is renewable upon written approval by the authorized representative of each party.

VII. **NOTIFICATION.** The Contractor shall immediately notify the District of any release and/or breach of any confidential data received from the District, and take immediate steps to limit and/or prohibit disclosure, or further disclosure, of the confidential data.

VIII. **PROVIDERS ACCESSING DATA**.

	PROVIDER NAME	SCHOOL SITE
1	CHAA	Roosevelt Elementary
2		
3		
4		
5		
6		
7		
8		
9		
10		

This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the District and the Contractor, and in a manner consistent with applicable State and Federal laws.

	Sue Denny, LMFT 39304 Clinical Director
Printed Name/Title - DISTRICT Designee	**Printed Name/Title - AGENCY Designee**
	Sue Denny 8/30/19
DISTRICT Signature **Date**	**CONTRACTOR Signature** **Date**

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] / 8/30/19
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: Community Health for Asian Americans (CHAA)

1141 Harbor Bay Parkway #105 Alameda CA 94502
Address / City / State / Zip

(510) 835-2777 510) 835-0164 sue.denny@chaaweb.org
Telephone Number / Fax Number / Cell # or E-Mail Address

SCOPE OF WORK: Mental Health Services

LOCATION OF SERVICES: Roosevelt Elementary

DATE(S) OF SERVICE: Tuesdays and Thursdays for school year 19/20

ESTIMATED COST: $13,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: CHAA

BUDGET NUMBER: 40-5809-0888-1110-1000-018-18-004 (or ASB funds___)

Administrator/Program Manager Approval:

Joanne Clark / _____ / Date: _____
Print Name / Signature

Consultant/Contractor:

Sue Denny, LMFT / [signature] / Date: 8/30/19
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 CHAA

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: CHAA

Sue Denny Sue Denny

[Authorized Representative]

Title: Clinical Director

Date: 8/30/19

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
Maggie Wang	11/9/17	11/17/17

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: CHAA

By: Sue Denny (authorized signatory) Date: 8/30/19

Name: Sue Denny Title: Clinical Director