Memorandum of Understanding

Between

San Leandro Unified School District

And

East Bay Agency for Children

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 **_East Bay Agency for Children (EBAC)** (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, 2020 to June 30, 2021.**

AGENCY SERVICE CAPACITY

East Bay Agency for Children (EBAC) (agency name) will provide/adhere to the following:

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

San Leandro High School	*Wilson Elementary*	*Bancroft Middle School*	*John Muir Middle School*

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 fixed rate of $13,000, for a total of 1 intern 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, 2020 through June 30, 2021.

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	Roger A. Ailshie, CFO
Printed Name/Title - DISTRICT Designee	**Printed Name/Title - AGENCY Designee**
	Roger A. Ailshie 8/10/2020
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**	**East Bay Agency for Children** **2828 Ford Street** **Oakland, CA 94542**
Name/Title of DISTRICT MOU Contact, Phone, Email	**AGENCY Address, Phone, Email** *(main contact for MOU)*