

**Wood Middle School
Asian Community Mental Health Services
Partnership Agreement**

Alameda Unified School District, specifically Wood Middle School and Asian Community Mental Health Services (Contractor) hereby agree to the terms and conditions of this Partnership Agreement for the purpose of providing education, enrichment, mental health and substance use counseling, in order to increase well-being, equity and community spirit at Wood Middle School.

Wood Middle School (WMS) and Asian Community Mental Health Services (ACMHS) commit the following resources to sustain services at **Wood Middle School**, beginning **July 1, 2015 through June 30, 2016.**

To this end, each agency agrees to the following resources and services:

AUSD/Wood Middle School Agreements

Coordination and Compliance

1. Allow **ACMHS** access to student records, as permitted by HIPAA and FERPA laws in order to facilitate delivery of services to individual students;
2. Meet annually with **ACMHS** as needed for planning and evaluation purposes;

Program Access

3. Allow **ACMHS** to provide Alcohol and Other Drugs (AOD) and Mental Health services to students on campus, including:
 - a. Individual AOD and mental health counseling
 - b. Group AOD and/or early AOD education and group mental health counseling;
4. Include **ACMHS** in faculty meetings and other leadership bodies, as appropriate;
5. Include **ACMHS** information on school website and other information portals;
6. Include **ACMHS** in school-wide communications, as appropriate;

Facilities and Equipment

7. Provide office space at **WMS**, and/or other rooms as needed;
8. Provide basic office supplies and equipment, including access to copy machines, as possible;
9. Provide a mailbox in the main office to facilitate communication;
10. Provide daily custodial services, access to IT support, and security;

ACMHS Agreements

Coordination and Compliance

1. Designate at least one staff person to participate in the following coordination activities, as appropriate:
 - a. Weekly Coordination of Services Team meetings, Monthly All Partner meetings, if available, day and time to be specified
2. Ensure compliance with all HIPAA and FERPA regulations to provide mental health and AOD services or after school programs at Wood Middle School.
3. Ensure compliance with all school district and WMS protocol and policies for providing after school mental health and/or AOD services;
4. Provide verification of TB and Department of Justice Fingerprinting clearance for all staff;

Program

5. Provide Alcohol and Other Drugs and Mental Health Services through up to 0.4 FTE Staff
 - a. Individual AOD counseling
 - b. Group AOD Counseling and/or AOD early education
 - c. Individual and/or group mental health counseling

Facilities and Equipment

6. Comply with **AUSD** internal policies for maintaining a positive working environment;
7. Provide computers and other necessary equipment for staff, as needed and able;
8. Contribute supplies such as paper, file folders, toner, student incentives, as able;

Fingerprinting of Employees and Agents

9. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows:

"CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

☒ **Individual Consultants.** CONTRACTOR(s) who are individual consultants must complete the Consultant Screening Process in the Human Resources Department. A Consultant Clearance Letter must be issued before the commencement of work under this Agreement.

☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 9 because CONTRACTOR's services are of limited duration and District employees will

directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

PS (CONTRACTOR initials)
SK (District Representative initials)

Insurance

10. CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

10.1 Workers' Compensation Insurance. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

10.2 General Liability Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

Indemnification

11. CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.

This agreement is entered into for the duration of academic year 2015-2016 and may be modified at any time by mutual agreement. The undersigned agree to the terms and conditions of this agreement.

PHILIP PATRICK SUN
Print Name and Title (Authorized Representative from ACMHS)

[Signature]
Signature of ACMHS Representative

7 / 16 / 15
Date of Signature

Shariq Khan
Print Name and Title

Shariq Khan
Interim Chief Business Officer

7 / 31 / 15
Date of Signature