

**MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA UNIFIED SCHOOL DISTRICT AND
ALAMEDA FAMILY SERVICES**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Alameda Unified School District (AUSD) and Alameda Family Services (AFS).

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to AUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. SCOPE OF SERVICES

Alameda Family Services will partner with identified Alameda schools to help meet the medical health, mental health, health education and youth development needs of the students, through its school-based health centers and outpatient mental health services.

A. School-based health centers will provide the following services:

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental Screening
6. Health education for students and families
7. Youth development programs
8. Professional development for school staff
9. Outreach to youth and their families
10. Community-wide health promotion events and activities
11. Case management, including appropriate follow-up and referrals to health and social service providers on and off site.

B. Outpatient mental health services include:

1. Mental health counseling

C. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

<u>SCHOOL</u>	<u>ADDRESS</u>
Alameda High School	2201 A Encinal Avenue
Encinal Jr & Sr High School	210 Central Avenue
Island High School	500 Pacific Avenue/1900 3 rd Street, Portable 27
Ruby Bridges Elementary	351 Jack London Avenue
Frank Otis Elementary	3010 Filmore Street

D. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

1. Develop student's social health/skills
2. Improve student's emotional health
3. Improve student's physical health
4. Help ensure, create, and/or sustain safe, healthy and supportive schools
5. Create accountability for quality
6. Help create full service community schools in AUSD
7. Increase, raise graduation rates

IV. CONTRACTOR RESPONSIBILITIES

- A. **Policies**—Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at AUSD and School(s). This includes, but is not limited to the following:
1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
 2. **Anti-Discrimination**—It is the policy of AUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
 3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any AUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert AUSD in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- B. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on AUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code; and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.
- C. **Insurance**—Provide evidence of general liability insurance that names AUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to AUSD.
- D. **Communication**—Communicate with School(s) and AUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and AUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or AUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in the CONTRACTOR's program.
- E. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of AUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- F. **Licensing**—CONTRACTOR shall ensure that all staff providing therapy and medical services are Board Registered and are either Licensed Practitioners or Waivered Clinical staff under the direct supervision of a Licensed Clinical Supervisor.
- F. **Site-Based Agreements**—CONTRACTOR shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

V. AUSD RESPONSIBILITIES

- A. **Space**—Provide suitable space at the participating School(s), to be agreed upon by School(s), AUSD Staff, and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with the CONTRACTOR's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

VI. DURATION

The term of this MOU is from 7/1/2019 - 6/30/2022.

VII. TERMINATION

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. HOLD HARMELSS/INDEMNITY

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

CONTRACTOR

Katherine Schwartz, Executive Director
Alameda Family Services

Date: _____

ALAMEDA UNIFIED SCHOOL DISTRICT

Approved as to form and procedure by:

Pasquale Scuderi, Superintendent

Date: _____