



## **MEMORANDUM OF UNDERSTANDING**

**Between  
Youth Homes Inc.  
and**

**Mount Diablo Unified School District**

This agreement is made as of the 28<sup>th</sup> day of September 2013 by and between the Mt. Diablo Unified School District, hereafter known as the “District,” and Youth Homes Inc., hereafter known as the “Youth Homes” with its principal place of business being: 1855 Olympic Blvd., Suite 225, Walnut Creek, CA 94596 Tel: (925) 933-2627. This agreement will remain in effect until September 28, 2018 unless otherwise terminated per the conditions set forth below.

Experienced and trained Youth Homes Inc. staff member(s) hereafter known as “Provider” are hereby authorized to provide counseling and behavioral support services with District foster youth students in district schools, as defined in Exhibit A. Services at district school(s) will be provided upon mutual agreement between the District and Youth Homes at no cost to the District. Provider’s schedule will be mutually agreed upon by Youth Homes Director and the school principal. Youth Homes Inc. is responsible for ensuring that the extent, kind and quality of services performed will be consistent with the provider’s training, education and experience. Services provided will include counseling and behavioral health support services to assist foster youth students with such matters as prosocial behaviors and adjustment to new school settings.

Licensed psychologists and doctoral level students are governed by the Board of Psychology Business and Professions Code (Division 2 (Healing Arts), Chapter 6.6, Articles 1-9, Sections 2900-2999) and the California Code of Regulations (Title 16, Division 13.1, and Articles 1-10, Sections 1380-1397.40). LCSW, LMFT. LMFTI, clinicians are governed by the Board of Behavioral Sciences Business and Professions Code (Division 2, Chapter 13, Articles 1-7, Sections 4980 through 4989) and the California Code of Regulations (Title 16, Division 18, Article 4, Sections 1829-1848). Graduate school trainees and interns, if utilized by Youth Homes, must be currently enrolled in an accredited qualifying graduate degree program and must adequate level of clinical supervision from a Youth Homes licensed and qualified supervisor. Youth Homes employs and utilizes B.A. level staff to provide behavioral support services, supervised by licensed mental health clinicians. Youth Homes is responsible for the clinical supervision of support staff, interns and trainees. Youth Homes will ensure compliance with all laws and regulations related to the provision of services in school settings.

District staff members are hereby authorized to provide educational support services such as tutoring, mentoring, and case management services in Youth Homes Inc. facilities. Tutoring services will be provided by MDUSD Foster Youth Services staff members who are experienced and trained to assist foster youth students with academic remediation. Tutor / staff schedule must be mutually agreed upon with Youth Homes Inc. Director and the Administrator of School Linked Services. The emphasis of academic tutoring will be on literacy and mathematics, students may be assisted with other subjects upon request. Case management services will be provided to assist foster youth students with such issues as enrollment assistance, gathering

educational background information, and assistance as foster youth prepare to leave foster care as minor dependents of the court and transition into independent living settings.

### **Criminal Records Check / Tuberculosis Testing**

Providers shall comply with the provisions of Education Code 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Provider shall not permit any employee to have any contact with District students until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code 45125.1. Each Provider must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families. Youth Homes is responsible for costs related to fingerprinting and TB testing.

### **Relationship of the Parties**

Youth Homes enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstances shall the Provider or Supervisor be considered an employee of the District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the Provider or his/her supervisor look to the District as an employer. Provider and Supervisor shall not be entitled to any benefits accorded to District employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay. The Provider receives no salary or benefits based on the District's current employee policies. Youth Homes agrees that Providers may not displace District employees in any function or capacity.

### **Term**

This Agreement will be in effect for five years from start date indicated above. This implies no obligation that Youth Homes will provide services in future school years, but authorizes this partnership to continue based upon mutual agreement.

### **Indemnification**

Youth Homes shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that District may incur or suffer and that rise from, or are related to any breach or failure of District to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless Youth Homes officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that Youth Homes may incur or suffer and that arise, result from, or are related to any breach or failure of Provider to perform any of the representations, warranties, and agreements contained in this Agreement.

**California Law**

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

**Rule and Regulations**

All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Provider pursuant to this agreement

**Affirmative Action/Non-discrimination**

Youth Homes shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry or national origin.

**Notice**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

**Compensation**

All services will be provided free of charge. No funds will be required from District or Youth Homes Inc. under this Agreement.

**Entire Agreement of Parties**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument by both parties.

**SIGNATURES**

Mt. Diablo Unified School District

Youth Homes Inc.

Authorized signature:

\_\_\_\_\_  
Nellie Meyer, Superintendent

\_\_\_\_\_  
Stuart McCullough, Executive  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date presented to MDUSD Board of Education: \_\_\_\_\_

## Appendix A

### **Youth Homes Inc. (Provider) will:**

- Maintain written documentation to demonstrate compliance with all provisions of this agreement including, but not limited to, the results of criminal records check and tuberculosis testing.
- Serve as a link to community resources for students mutually served by Youth Homes Inc. and District personnel.
- Facilitate all services as described herein and coordinate services with site principal or principal's designee and:
  - Follow protocols for making student and/or family referrals for clinical case management and/or support group services at Provider location. Said protocols will be provided to Youth Homes prior to beginning service
  - Follow protocols for making student referrals for clinical, case management and/or support group services onsite at school locations as requested by District Liaison, site leader or other District staff
  - Follow appropriate confidentiality and client consent documentation for clinical services.
  - Provide community-based clinical, case management, and/or support group services as needed.
  
- Provider may, upon request and approval from the school principal, provide staff development trainings related to sensitivity and competence when working with foster youth students
- Providers will provide services at no cost to the District.
- Provider will learn the school profile, background of student population, and student needs.
- Provider will obtain written permission to provide services for any and all student's served.
- Unless otherwise authorized under Minor Consent, Parent / Holder of Educational Rights is required to participate in any program or services provided by Youth Homes. Parent(s) or legal guardian will be fully informed about the content of the program in accordance with the practice of informed consent. Youth Homes is fully responsible for ensuring compliance with laws related to consent for services.
- Provider will inform the school principal of any proposed changes to the Provider's program, or proposed preparations, schedule, or status within Youth Homes.
- A student or parent legal guardian may elect to discontinue participation in Youth Homes support services at any time by communicating this verbally or in writing to the Provider or school administrator.
- Provider will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider will work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- Provider(s) will maintain timely and accurate records.

- Provider(s) will complete a Daily Summary Form and turn in to principal or principal's designee each day that he/she is at the school site. This will serve as a tool to augment communication with the school administration.
- Provider(s) will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served.
- Provider(s) will provide a mid-year utilization summary including number of students referred for counseling, number of students served, top four reasons for referral for counseling, ethnicity and gender of student population referred for counseling, and information related to the implementation of this contract.
- Provider(s) will provide an end-of-year utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.
- Provider will follow professional and ethical guidelines, District guidelines, and State and Federal law.
- Provider will maintain student and family confidentiality.
- The type of services provided will be proposed based on the reason for referral and the determination of the providers with his or her school site administrator liaison and Youth Homes supervisor.
- Provider will, when indicated, work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054
- When appropriate, Provider will make referrals to the school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, Provider will assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by Provider, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) Provider will follow the school's emergency procedures; immediately directly contact the principal of the school. After hours, District Administrators can be reached at cell numbers: (925) 595-0368; (925)250-5500. Provider will also contact his/her a school site administrator and his/her supervisor.
- Provider will request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- To measure the effectiveness of the interventions and services, Provider will submit a written end-of-services summary, including data, number of clients served, and needs to strengthen services and support. The summary demonstrating effectiveness of the services will be provided no later than July 15<sup>th</sup> of each school year in which services are provided. Administrator, School Linked Services will work with provider to generate this report.

**Mt. Diablo Foster Youth Services will:**

- Maintain written documentation to demonstrate compliance with all provisions of this agreement including, but not limited to, the results of criminal records check and tuberculosis testing.
- Serve as a link to community resources for students mutually served by Youth Homes Inc. and the District.
- Participate in discussions about service details with educational leaders as requested by site leader, District Liaison, or other staff directed by Liaison or Assistant Superintendent for Student Services and Special Education.
- Assist provider to learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- Provide an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Assist Provider to become familiar with school and community-based programs and resources for students and families.
- Facilitate services as described herein and coordinate services with Youth Homes Director or director's designee and:
  - Follow protocols for making student and/or family referrals for clinical case management and/or support group services.
  - Follow protocols for making student referrals for clinical, case management and/or support group services onsite at school locations as requested by District Liaison, site leader or other District staff.
  - Follow appropriate confidentiality and client consent documentation for services.

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END