

# **MEMORANDUM OF UNDERSTANDING**

**Between  
Rainbow Community Center  
and  
Mount Diablo Unified School District**

This agreement is made as of 24 day of September 2012 by and between the Mt. Diablo Unified School District, hereafter known as the "District," and Rainbow Community Center, hereafter known as the "RCC" with its principal place of business being 2118 Willow Pass Road, Concord CA 94520 Tel: (925) 692-0090.

Experienced and trained RCC staff member(s) hereafter known as "Provider" are hereby authorized to provide services to District staff and students as defined in Exhibit A attached. Provider will provide services at a district school upon mutual agreement between the District and RCC. Provider's schedule will be mutually agreed upon by RCC and District personnel. Provider(s) are responsible for ensuring that the extent, kind and quality of services performed by the Provider will be consistent with the Provider's training, education and experience. Services provided will include counseling and mental health services to District students who identify as Lesbian Gay Bi-Sexual Transgender Questioning (LGBTQ). Services and support may also be provided to the families of LGBTQ students.

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 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 must be currently enrolled in an accredited qualifying graduate degree program and must adequate level of clinical supervision from a RCC licensed and qualified supervisor. RCC is responsible for the clinical supervision of interns and trainees. Provider ensures compliance with all laws and regulations related to the provision of mental health services.

## **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. RCC or Provider is responsible for all costs related to TB testing.

## **Relationship of the Parties**

RCC 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. RCC 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 RCC will provide services in future school years, but authorizes this partnership to continue based upon mutual agreement.

### **Indemnification**

RCC 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 RCC 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 RCC 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.

### **Rules 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**

RCC 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, or sent by telegram, overnight delivery service, or facsimile transmission.

### **The Rainbow Community Center (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 LGBTQ students

- Participate in pre-service 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
- Facilitate all services as described below, including developing content for training or group sessions, providing written materials to support services, coordinating with site leaders or assigned lead to account for site specific issues or needs and deliver services.
  - Follow protocols for making student and/or family referrals for clinical case management and/or support group services at Provider location
  - 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 on an as-needed basis
  - Provide LGBTQ cultural competency training for district staff.
  - Provide alternatives to suspension upon approval from the school principal.
- Provide on-site therapeutic group sessions for groups of 6-8 students who have similar backgrounds in common.

**Compensation**

All services will be provided free of charge with funds provided by a grant from the Mental Health Services Act and administered by the Provider. No funds will be required from District to support the services provided 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

Rainbow Community Center

Authorized signature:

\_\_\_\_\_  
Mildred Browne, Assistant Superintendent

\_\_\_\_\_  
Ben Barr, Executive Director

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

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

## **Appendix A: Provider Responsibilities**

- Provider is hereby authorized to provide counseling services in Mt. Diablo Unified School District schools.
- Services provided will include counseling and mental health services to District students who identify as Lesbian Gay Bi-Sexual Transgender Questioning (LGBTQ).
- Services and support may also be provided to the families of LGBTQ students.
- Provider may, upon request and approval from the school principal, provide staff development trainings related to sensitivity and competence when working with LGBTQ students
- Providers will provide services at no cost to the District.
- Provider will learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- Provider will learn the school profile, background of student population, and student needs.
- District will provide an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- District will assist Provider to become familiar with school and community-based programs and resources for students and families.
- Provider will obtain written permission to provide services for any and all student's served.
- Unless otherwise authorized under Minor Consent, Parent Permission is required to participate in any program or services provided by RCC. Parent(s) or legal guardian will be fully informed about the content of the program in accordance with the practice of informed consent. RCC 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 RCC.
- Student participation programs and services is voluntary. A student or parent may elect to discontinue participation in the program 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.
- With parental permission, Provider(s) will identify students in need of ongoing counseling services the following school year. JFK will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services. These students will be referred to the School Coordinated Care Team, with consideration for referral to counseling provided by Provider the following school year.
- 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 RCC 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.
- With principal's approval, Provider may implement a school climate LGBTQ cultural competency survey to school staff to help identify the needs of the school population.
- 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.

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