



## Memorandum of Understanding (MOU) between Gilroy Unified School District and Community Solutions – FY19

This MOU will be in effect from August 2018 through June 2019 academic school year.

The purpose of this MOU is to provide an outline of the following service agreement: Community Solutions will provide mental health services utilizing the School Linked Services contract. This program serves children and youth between the ages of 5.9-21 with full scope Medi-Cal. Services are provided on the school campus, collaborating with school personnel. Services include: case management, counseling or therapy, group and/or family counseling, 24/7 crisis line for youth and families (408.683.4118), referral and linkage to additional services and groups.

Community Solutions will maintain confidentiality in all matters related to student information provided by the District, in accordance with district policy and legal requirements.

### Payment

No payment fees for service will be required from either party.

### Terminating the Agreement

With reasonable cause, either Community Solutions or Gilroy Unified School District may terminate this Agreement, effective immediately upon giving written notice. Gilroy Unified School District shall require PROVIDER (and their staff) to submit fingerprints consistent with California Education Code Section 44237. PROVIDER shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for PROVIDER'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained and certifying in writing and providing such certification to Gilroy Unified School District that none of its employees who may come in contact with students have been convicted of a violent or serious felony. Nor will any person employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code §44011.

Gilroy Unified School District shall defend, indemnify and hold harmless the PROVIDER its officers, agents and employees from and against all liability, loss, expense, reasonable attorney fees, or claims for the injuries or damages caused by, or resulting from negligent acts of the Gilroy Unified School District, its Board of Trustees, officers, agents and employees that may arise from, or during, or be alleged to be caused by participation in this agreement. The PROVIDER shall defend, indemnify and hold harmless Gilroy Unified School District, its Board of Trustees, officers, agents and employees from and against all liability, loss, expense, reasonable attorney fees, or claims for injuries, or damages caused by, or resulting from negligent acts of the PROVIDER, its officers, agents and employees that may arise from, or during, or be alleged to be caused by participation in this agreement.

The PROVIDER and the *Gilroy Unified School District* agree to be individually responsible for providing their own insurance coverage for any and all claims or suits brought on account of bodily injury, property damage, errors and omissions or personal injury arising out of the performance of this Agreement.



Creating Opportunities • Changing Lives

**Signatures:**

Name of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
Gilroy Unified School District

Name of Chief Executive Officer:  Date: 6-4-19  
Community Solutions