

**DESCRIPTION OF SERVICES
AGREEMENT**

GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE
GILROY CA 95020

DIVADIVERSITY

1171 HOMESTEAD ROAD, SUITE 220
SANTA CLARA CA 95050

THIS DESCRIPTION OF SERVICES OF AGREEMENT is executed by and between Gilroy Unified School District and DivaDiversity for the purpose of providing comprehensive mental health services through the **School Based Mental Health Program**.

**I. Scope of
Agreement**

A. This agreement forms the basis of a mutual understanding and respective responsibilities between the Gilroy Unified School District and DivaDiversity for providing a **School Based Mental Health Program** that includes mental and behavioral health services on school sites.

B. This Agreement will be for a period of five years, with review for continuation of this program on a yearly interval. Renewal of this Agreement and confirmation for its continuation will be subject to each Party signing a Renewal agreement.

C. DivaDiversity is a nonprofit 501(c)(3) corporation. DivaDiversity provides mental health care services to individuals and families in Santa Clara County.

**II. Each agency agrees to participate in the following
Service**

:

A. Work together in partnership to provide DivaDiversity

services to enrolled students.

B. Develop solutions to unforeseeable situations that negatively impact the wellbeing of students.

III. Gilroy Unified School District agrees to the following

A. DivaDiversity staff shall be provided use of designated space that is private and confidential, and is adequate to effectively run mental health program related activities. This will include academic and nonacademic periods of time.

B. The facility space shall be provided at no cost to DivaDiversity (including rent, utilities, and maintenance).

C. DivaDiversity shall have access to phone, internet usage, and printing capabilities during program hours if available.

D. Individual schools will provide completed mental health referral forms to the assigned DivaDiversity therapist, generated from classroom teachers, principals, other site employees, or parents/guardians.

E. To comply with all applicable laws related to facility management, nondiscrimination, confidential health care services, and federal Health Insurance Portability and Accountability Act (HIPPA) requirements.

F. Will collaborate and cooperate with DivaDiversity in promoting the **School Based Mental Health Program** with the faculty, students, parents, and the community to maximize program benefits and to assist in securing parental/guardian authorization for the treatment of minor students for therapy services.

IV. DivaDiversity agrees to the following:

- A. Provide mental health services to the students enrolled in Gilroy Unified School District on site during extended operational hours.
- B. Ensure that all services provided will meet and comply with all appropriate local, state and federal regulatory standards, policies, rules, and public laws related to mental health delivery, confidential records, health maintenance, federal Health Insurance Portability and Accountability Act (HIPPA) privacy requirements, and diagnostic therapy.
- C. Comply with mandated reporting requirements, including notice to the site administrator as to the nature/reasoning for reports being made.
- D. To secure authorization from parents/guardians for treatment, as well as comply and maintain confidentiality of records for minor student patients for sensitive services (family planning, counseling, and treatment programs) required by local and state public health regulatory standards and regulations.
- G. Background checks: Department of Justice and FBI background checks on all agency staff working within the Gilroy Unified School District through fingerprint analysis.
- H. Participate, as necessary, in provider meetings, trainings and case related consults (within prescribed legal, professional, and ethical boundaries).
- I. DivaDiversity will maintain general liability insurance and workers compensation.

V. Insurance and Liability and General

Agreements:

A. DivaDiversity shall secure and maintain current comprehensive general liability insurance per occurrence and for the aggregate as appropriate to meet appropriate regulatory standard coverage and protection.

B. DivaDiversity agrees to defend, hold harmless, and indemnify Gilroy Unified School District, its staff, board of directors, administrators, teachers, employees, and agents, against and from any and all loss, liability, damage, claims, cost, charges, demand, or expenses for injury or death to persons and damage to property caused by the negligent acts of omissions in the performance of this Agreement.

C. DivaDiversity is for all purposes an independent contractor and shall not be deemed employees of the District. The parties of this Agreement agree to hold themselves out as independent contractors and waive any rights to claim that they are employees under common law agency test, the economic realities test, or any other legal test.

D. DivaDiversity will provide mental health services to all eligible students who are covered by the following Health Insurance Programs:

- Santa Clara Family Health Plan
- Magellan(Kaiser, Blue Cross, Blue Shield, Western Health Advantage)
- Cigna
- Optum (United Behavioral Health)
- Aetna
- Tri-Care

E. DivaDiversity will monitor and record program effectiveness by tracking and providing quarterly reports which document number of students receiving services, number of hours of service provided, and outcome measures.


VI. Termination of Agreement

A. If for any reason, the **School Based Mental Health Program** is discontinued or interrupted, DivaDiversity will provide the Gilroy Unified School District written notice of its intent to terminate this agreement. Upon forty-five (45) days written notice, either party may terminate this agreement.

We, the undersigned, as authorized representatives of Gilroy Unified School District and DivaDiversity do hereby approve this document. This Agreement will remain in effect from August 1, 2019 to July 31, 2024.

Date:

Deborah A. Flores, Ph.D.
Superintendent
Gilroy Unified School District



Date: 06/21/2019

Michele Lei Caban, LMFT
Program DIVADirector