

MENTAL HEALTH CONTRACT
School Based Counseling Program

THE YOUTH SERVICE BUREAU of the URBAN SERVICES BRANCH of the
YMCA OF SAN FRANCISCO
AND THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT

WHEREAS the YOUTH SERVICE BUREAU of the Urban Services Branch of the YMCA of San Francisco ("YMCA") and the San Mateo Foster City School District ("SMFCSD") mutually desire to effect a Mental Health Contract ("Contract") to define their relationship effective on **July 1, 2019**.

SECTION 1. THE PARTIES' INTENT

- A. To establish and define the business relationship between YMCA and SMFCSD as it relates to the School Based Counseling Program and;
- B. To serve as the guiding document as to the responsibilities of YMCA and SMFCSD for the operation of the School Based Counseling Program; and

SECTION 2. TERM

- A. This CONTRACT will be in effect for the fiscal year **July 1, 2019- June 30, 2020**. This Agreement may be terminated by either party at any time by giving prior written notice to the other party at least 30 days in advance of the effective date of such termination or may be terminated by mutual agreement of both parties.
- B. No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Assistant Superintendent or her designee and the Director of the Youth Service Bureaus of the YMCA or the Executive Director of Urban Services YMCA.

SECTION 3. YMCA ROLE

In consideration of the payment hereinafter set forth, YMCA shall perform the following services at assigned school sites:

- 1. The YMCA will ensure all hiring criteria and procedures, such as fingerprint clearance and criminal background checks, are met by all Trainee interns and School Safety Advocates.
- 2. YSB Trainee interns will be placed at each school listed in the Attachment A:
 - a. Per contract day, each intern will be contracted for 5 face-to-face direct service hours on campus for a total of 7.5 contracted work hours that include documentation and clinical supervision. Also included are as needed case management services including parent contact/meetings and collaboration with teachers and school staff. The intern will facilitate a combination of groups and individual counseling sessions. Groups will be facilitated based upon each school's individual need.
 - b. The intern will conduct an initial assessment to determine emotional, behavioral or mental health issues.
 - c. The intern will use assessment findings to provide individual or group services or if appropriate refer to the Youth Service Bureau Clinic.
 - d. The intern will work with the Principal or decided point person to identify and prioritize referrals for services.
 - e. The trainee intern will complete a monthly service-tracking log provided by SMFCSD.

- f. The intern will receive individual and group supervision provided by YSB.
 - g. Each intern will provide direct services with youth on campus for at least 33 weeks of instruction.
 - h. Each intern will make up any PTO days in excess of three full school days per year.
 - i. The intern will abide by all legal and ethical standards set by field.
 - j. The intern will become familiar with State and District policies, requirements and procedures.
3. School Safety Advocate (SSA), (MFTI or ACSW), will be placed at Abbott, Bayside STEM, Borel and Bowditch middle schools as well as Sunnybrae Elementary school:
- a. SSA's will be placed at each campus listed in Attachment A which shows delineated days on campus followed by direct service hours and total contracted hours in the format (xx/yy). "yy," or total contracted hours, equals direct services with youth plus clinical documentation time and clinical supervision hours added.
 - The SSA at Borel Middle School will provide services on campus for 3 days weekly: 16.5 hours of on campus face-to-face service delivery, 3.75 hours of documentation time and 3 hours of clinical supervision for a total 23.25 contracted hours.
 - The SSA at Bowditch Middle School will provide services on campus for 3 days weekly: 16.5 hours of on campus face-to-face service delivery, 3.75 hours of documentation time and 3 hours of clinical supervision for a total 23.25 contracted hours.
 - The SSAs placed at Abbott and Bayside STEM are paid for under the Juvenile Probation Department contract with YSB for two days weekly at each school site: 11 hours on campus face-to-face service delivery, 2.5 hours of documentation time, and 3 hours of clinical supervision are added for a total 16.5 contracted hours per site. For Academic year 2019-20, SMFCSD will contract for two additional days at each site for a total of 4 days weekly per site. The additional days add 11 hours of on campus face-to-face service delivery and 2.5 hours of documentation time each week at each school site.
 - The SSA at Sunnybrae will provide services on campus for 2 days weekly: 11 hours of on campus face-to-face service delivery, 2.5 hours of documentation time and 3 hours of clinical supervision for a total 16.5 contracted hours each week.
 - b. Each SSA will provide the following services: case management, referrals, group and individual counseling.
 - c. The SSA will work with the Principal or decided point person to identify and prioritize referrals for services.
 - d. Each SSA will receive individual and group supervision provided by YSB.
 - e. Each SSA will provide services for the 39 weeks of in-session academic instruction, 1 week for training preceding each year, 1 week following each academic year for closing all mental health charts, and be available for providing services as agreed upon with school administration during the 4 weeks of scheduled breaks during the academic year. These dates are between October 7th-18th and April 6th-17th in 2019-20.
 - f. Each clinician will complete agreed-upon services tracking sheet on a monthly basis and provide the tracking sheet to both SMFCSD and Youth Services Bureau.
 - g. Each SSA will abide by all legal and ethical standards set by field.
 - h. Upon placement, each SSA will become familiar with and abide by State and District policies, requirements and procedures.
4. Additional mental health YSB Trainee interns will support each School Safety Advocate position by providing weekly girls empowerment group (Girls United) for identified girls. This group will

use an Evidence Based Cognitive Behavioral curriculum. Other groups may be identified and executed upon school request. These services are listed in Attachment A and are in-kind for Academic Year 2019-20.

- Group facilitators will be on campus for a 3 hour block of time and will spend this time on recruitment, group intake and assessment, case management services including parent contact/meetings, teacher contact, documentation, etc.

SECTION 4. SMFCSD ROLE

In consideration of the services set forth above, the SMFCSD shall pay YMCA at the approved contract rate for all services rendered. It is understood that the actual amount paid for 2019-2020 will be based upon the number of weeks of services provided under the contract.

- Work collaboratively with the YSB Director to plan and implement a quality program that addresses the needs of high risk youth to participate in the program.
- Facilitate identification and referral of appropriate high risk youth.
- Work to support family inclusion in services wherever appropriate.
- Ensure inclusion of administrators, teachers, counselors, parents and students in design of program.
- Provide confidential space for counseling services and work to address any logistical challenges that may affect confidentiality of space provided.
- Provide each SSA with email and a voice mailbox for professional use during the term of service and provide read-only access to the student information system.
- Promote commitment from the entire school community to collaborate.
- The maximum amount YMCA will be paid by SMFCSD is \$50,432 (\$6,304 each intern day per year) for School Based Counseling [See Attachment A], and \$218,700 for the 5 School Safety Advocate Positions [See Attachment A] pursuant to this Agreement. Total contract for Academic year 2019-20 is \$269,132.
- Prorated amounts per position may be amended when positions are filled late due to YSB staffing delays.
- Payment shall be made to Youth Service Bureau (of the YMCA) only upon receipt of approved bills. It is understood that the YSB will bill the school district in quarterly installments.

Service Period	Bill Date
July 1, 2019 – September 30, 2019	October 15, 2019
October 1, 2019 – December 31, 2019	January 15, 2020
January 1, 2020 – March 31, 2020	April 15, 2020
April 1, 2020 - June 30, 2020	July 5, 2020

SECTION 5 INDEMNITY AND INSURANCE

A YMCA'S OBLIGATIONS

- YMCA of San Francisco shall defend, indemnify and hold harmless SMFCSD, its Board, officers, employees and agents against all claims, damages, losses, expenses (including

reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of and in the course of YMCA'S performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of SMFCSD, its agents or employees.

- 2) YMCA of San Francisco shall maintain during this Agreement, at its cost, general liability insurance insuring against liability for bodily injury, including death, or property damage resulting from YMCA's performance under this Agreement, with a limit of not less than One Million Dollars, automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.
- 3) YMCA agrees to notify SMFCSD in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.
- 4) YMCA agrees to name the SMFCSD as additional insured and to provide an additional insured endorsement prior to commencement of this contract.

B. SMFCSD'S OBLIGATIONS

- 1) SMFCSD shall defend, indemnify and hold harmless YMCA of San Francisco, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of SMFCSD's performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of YMCA of San Francisco, its agents or employees.
- 2) SMFCSD shall maintain during this Agreement, at its cost, general liability insurance insuring itself and YMCA of San Francisco against liability for bodily injury, including death, or property damage resulting from SMFCSD's performance under this Agreement or use of the Facility for the Programs, with a limit of not less than One Million Dollars, and automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.
- 3) SMFCSD at its cost, shall maintain on the Facility, fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.
- 4) All insurance required hereunder shall be primary (so that any contingent liability insurance of YMCA of San Francisco will not be called upon for contribution); non-cancelable without thirty (30) days advance written notice to YMCA of San Francisco; cover the indemnification obligations of SMFCSD to YMCA of San Francisco under this Agreement; and be evidenced by a certificate of insurance and related endorsement from SMFCSD's insurance carrier.

- 5) SMFCSD agrees to notify YMCA in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.

SECTION 6 NOTIFICATION

- A. Formal notice between the parties under this agreement shall be addressed as follows:

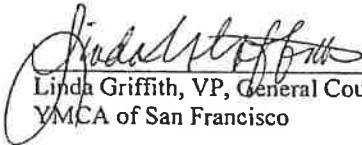
If to the District	San Mateo Foster City School District Sarah Drinkwater 1170 Chess Drive Foster City, CA 94404
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If to YMCA:	Youth Service Bureaus of the YMCA Jane Chandler 1486 Huntington Ave Suite 100 South San Francisco, CA 94080
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SECTION 7 MISCELLANEOUS

This CONTRACT constitutes the entire CONTRACT and understanding between the parties, and supersedes all offers, negotiations and other CONTRACTS concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this CONTRACT must be in writing and executed by both parties.

YMCA of San Francisco
APPROVED AND AGREED:

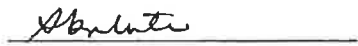

Linda Griffith, VP, General Counsel
YMCA of San Francisco

Date 10/23/19


Jane Chandler
Director of Youth Service Bureaus
YMCA of San Francisco

Date 10/23/19

San Mateo-Foster City School District
APPROVED AND AGREED:


Sarah Drinkwater, Ph.D.
Assistant Superintendent
San Mateo-Foster City School District

Date 9-13-19

Attachment A

As described in Section 3, YMCA Role

School	# of days	face-to-face/total hrs.	Cost
Audubon	1	5 Direct / 7.5 Total	\$6,304
Baywood	1	5 Direct / 7.5 Total	\$6,304
Brewer Island	1	5 Direct / 7.5 Total	\$6,304
College Park	3	15 Direct / 22.5 Total	\$18,912
Foster City	2	10 Direct / 15 Total	\$12,608
			\$50,432
Abbott	4	22 Direct / 30 total (JPD Grant covers 2 days)	\$36,450
Bayside STEM	4	22 Direct / 30 total (JPD Grant covers 2 days)	\$36,450
Borel	3	16.5 Direct / 22.5 Total	\$54,675
Bowditch	3	16.5 Direct / 22.5 Total	\$54,675
Sunnybrae	2	11 Direct / 16.5 Total	\$36,450
			\$218,700
Abbot	1	~\$2900 clinical supervision	in kind
Bayside	1	~\$2900 clinical supervision	in kind
Borel	1	~\$2900 clinical supervision	in kind
Total Contract			\$269,132