



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District
ADMINISTRATIVE OFFICE
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Board Members:

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Sharifa Wilson, Vice President
Stephanie Fitch, Clerk
Marielena Gaona- Mendoza, Member
Tamara Sobomehin, Member

Gina Sudaria
Superintendent

Memorandum of Understanding
BETWEEN
Ravenswood City School District
AND
HealthRIGHT 360

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***HealthRIGHT 360***. The purpose of this agreement is to formalize and clarify any expectations of and the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of substance abuse drug treatment and mental health support, which includes individual and group therapy using culturally sensitive, trauma informed and evidence based practices at Ravenswood Middle School.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

HealthRIGHT 360 will utilize both therapists and SUD counselors (substance use disorder) who are registered with either the Board of Behavioral Sciences or an accredited drug and alcohol state regulatory agency. All therapists or SUD counselors will have undergone a LiveScan background check, and maintain ethical boundaries per their respective regulatory boards, and are subject to all mandated reporting laws. Therapists and SUD counselors cannot provide services to students, families, or staff who may pose a conflict of interest. Youth who cannot be seen due to caseload, appropriateness, or boundary constraints will be provided referrals to community providers.

HealthRIGHT 360 therapists and SUD counselors will provide the following suite of services as requested by the District. Services will be provided within the therapist's or SUD counselor's regularly scheduled period of work.

For Students

- Individual and group substance abuse counseling by a therapist or SUD counselor.
 - Family counseling as determined per substance abuse assessment by a therapist.
 - Presentations/Workshops for students by either a therapist or SUD counselor.
- *Services provided via Telehealth if required due to COVID-19 pandemic***

For Staff

- Consultation
 - Training, as mutually agreed upon.
- *Services provided virtually if required due to COVID-19 pandemic***

For Parents and Community

- Consultation
 - Presentations/Workshops
- *Services provided virtually if required due to COVID-19 pandemic***

HealthRIGHT 360 provides ongoing supervision and training that is mandatory for all staff in order to maintain their credentials. A schedule of these meetings will be provided to the school staff.

II. TERMS OF UNDERSTANDING

This agreement is effective on August 1st, 2020 and will remain in effect until June 30th, 2021, unless terminated pursuant to Section IX. The MOU shall be reviewed quarterly to ensure that it is fulfilling its purpose and to make any necessary revisions.

Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

III. SCHOOL and DISTRICT OBLIGATIONS

A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing substance abuse treatment and mental health support, including coordination of treatment with other parties.

B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between HealthRIGHT 360 and RCSD for the development of a strategic plan for serving Ravenswood Middle School students.

C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate confidential space (free of charge), student information, calendar of events, etc.

D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.

RCSD agree to the reporting process outlined in Appendix A.

IV. HealthRIGHT 360 OBLIGATIONS

A. HealthRIGHT360 agrees to provide stated service as in Section I to the school(s) identified in section III. A.2. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and HealthRIGHT 360.

B. HealthRIGHT 360 agrees to collaborate with the Director of Student Services and/or other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting once a release of information is signed by the client or the client's guardian depending on the age of the client.

C. HealthRIGHT 360 agrees to provide DISTRICT with a schedule and calendar of daily therapy sessions for individual and small groups. HealthRIGHT 360 agrees to follow an individualized treatment plan model for each student, which may include up to a 90 day treatment model that includes both individual and group therapy.

D. HealthRIGHT 360 agrees that services provided by HealthRIGHT 360 pursuant to this MOU may be evaluated by staff from the Ravenswood City School District as a supplement to HealthRIGHT 360 primary oversight, although staff from Ravenswood City School District will not enter treatment sessions for evaluation purposes due to 42 CFR part 2, confidentiality regulations.

E. HealthRIGHT 360 staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.

F. HealthRIGHT 360 agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes as mutually agreed upon.

G. HealthRIGHT 360 agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Director of Student Services and/or other District Staff in the planning and coordination of these events.

H. HealthRIGHT 360 agrees that when its interns and volunteers are utilized, staff from HealthRIGHT 360 will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.

I. HealthRIGHT 360 agrees to ensure that all of their staff who will be on school property or work with students has proof of a negative skin test or chest x-ray for Tuberculosis. HealthRIGHT 360 will provide RCSD with written verification that program staff has been cleared.

J. HealthRIGHT 360 agrees to ensure that all program staff that will be on school property has proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. HealthRIGHT 360 will provide RCSD with written verification that program staff has been cleared.

K. HealthRIGHT 360 agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.

L. HealthRIGHT 360 has in force, and during the term of this Agreement shall maintain in force, a Comprehensive General Liability Insurance policy with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage. The policy shall name as additional insured the Ravenswood City School District, its Board, officers and employees. The policy shall require the insurer to provide to the District a thirty- (30) day notice of any cancellation or reduction of such insurance.

M. HealthRIGHT 360 agrees that at least one representative participates in DISTRICT mental health monthly meetings focusing on data reports, progress and next steps, and that all therapists and SUD counselors attend bi-monthly meetings/check-in with designated school administrator on campus.

V. CONFLICT RESOLUTION

The Parties agree that differences of opinion regarding personnel or service practices or Parties will be discussed. If resolution is not obtained then, decisions will be made after discussion between the Director of Student Services, and HealthRIGHT 360 management representatives.

VI. NON-DISCRIMINATION

HealthRIGHT 360 and the DISTRICT shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability, including HIV disease, as provided by State and Federal Law.

VII. HOLD HARMLESS

¹ Supervisory is defined as any one adult on school grounds in charge of 20 students or less, regardless of their status as an employee or volunteer.

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

VIII. **CONFIDENTIALITY**

The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws, and proper release of information will be signed by the client and/or client's guardian in order for staff from Ravenswood Middle School to communicate to Healthright360 staff.

IX. **TERMINATION**

This Agreement may be terminated by either party by giving a minimum of thirty (30) days advance written notice to all parties.

X. **NOTICES**

All notices of the parties shall be in writing and shall be addressed as set forth below:

TO HEALTRIGHT 360:
HealthRIGHT 360
1563 Mission Street
San Francisco, CA 94103

TO SCHOOL DISTRICT:
Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Business Services
Ravenswood City School District
2110 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Cindy Chin
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

SIGNATURE PAGE

XI. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria, Superintendent

Date

HealthRIGHT 360



Ana Valdés, MD, Chief Healthcare Officer

9/9/2020

Date

APPENDIX A

REPORTING PROCESS OF CHILD ABUSE, CHILD NEGLECT, HARM TO SELF OR HARM TO OTHERS

RAVENSWOOD CITY SCHOOL DISTRICT and *HealthRIGHT 360*

The DISTRICT and the schools within the district and *HealthRIGHT 360* agree to the following process in the case of a student within the district reporting child abuse, child neglect, harm to self or harm to others:

1. In the case of harm to self, harm to others, or reporting of child abuse, *HealthRIGHT 360* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *HealthRIGHT 360* staff-person will make a verbal and written report to that after school program site coordinator and/or school administrator.
2. The district's school sites shall carry out the reporting responsibilities (reports to law enforcement/child protective agencies) required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) These include reports of the known or suspected instance of abuse to the child protective agency immediately, or as soon as practically possible, by telephone and by sending a written report within 36 hours of receipt of information by *HealthRIGHT 360*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *HealthRIGHT 360* confirming that the verbal report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency.

The school will also send a facsimile transmission immediately, or as soon as practically possible, to *HealthRIGHT 360* confirming that a written report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency within thirty-six (36) hours.

4. *HealthRIGHT 360* staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services. (Director should be notified immediately along with site coordinator- Director should be aware and will be consulted in the event that a report is made.)