

**MEMORANDUM OF UNDERSTANDING  
Rebekah Children's Services and**

**Gilroy Unified School District**

**FY July 2021-June 2022**

This Memorandum of Understanding (MOU) is between Gilroy Unified School District and Rebekah Children's Services (RCS) which is engaged in the provision of behavioral health and prevention services at schools located in the GUSD. The purpose of this MOU is to specify the roles, responsibilities, and agreements and present the array of available services of the participating parties in order to promote an effective, collaborative partnership in the provision of services to children and families. This MOU will serve July 1, 2021 through June 30, 2022.

**PURPOSE OF COLLABORATION**

A. To develop and promote an effective school – based behavioral health delivery system which reduces duplication of effort, minimizes barriers, and facilitates access to prevention and education and/or mental health services for children and families in schools throughout GUSD and the community, and

B. To actively engage in evaluation of the service delivery system in order to support effective and evidence-based service delivery methods, and to maximize the normalization and destigmatization of behavioral health needs among the student body, and

C. To utilize cross-system strategic planning and staff development that results in a shared philosophy, the utilization of common and consistent policies, and a commitment to develop and implement a service delivery system which incorporates a multi-disciplinary perspective.

**DESCRIPTION OF SERVICES**

A. All staff operating under this MOU agrees to support the implementation of a coordinated service delivery system which promotes the provision of services that are easily accessible, individualized, family-focused, strength-based, culturally sensitive, and that emphasize prevention and mental health treatment as a means to achieve maximum student success.

B. All staff operating under this MOU will provide services that meet an identified need of students, families, and caregivers in accordance with RCS' policy, procedures, and contract parameters.

## **GILROY UNIFIED SCHOOL DISTRICT OBLIGATIONS**

A. The GUSD agrees the Superintendent (or designee) is the primary contact between RCS and GUSD. GUSD agrees that successful development and implementation of effective service delivery systems at GUSD schools is directly related to GUSD administrative support and collaboration, and

B. GUSD will ensure that designated school sites will provide access to adequate office and group meeting space necessary for RCS staff to effectively conduct services. GUSD will also ensure and/or facilitate access to the appropriate supports including, but not limited to, designated school personnel, school system telephones and/or dedicated telephone lines, copy machines, fax machines, or other equipment for RCS staff to support the provision of services.

C. GUSD will provide and/or ensure access to a secure space whereby RCS equipment may be secured (locked) and is free from public, non-RCS staff access, and

D. GUSD will ensure that designated school sites comply with agreements to provide RCS staff access to the school facility for the purpose of providing services to children and families during and after regular school hours of operation which may include evenings, and academic holidays and vacations, by providing access to keys and/or other items necessary to access confidential space with phone access to provide individual and/or group services, and

E. GUSD agrees that RCS staff will provide services throughout the calendar year with the exception of official school holidays and weekends. GUSD will encourage and promote continued collaboration between GUSD and RCS staff, and utilization of services during academic vacations as appropriate, and

F. GUSD will provide appropriate management and oversight of assigned personnel.

G. GUSD and administrators of designated school sites will collaborate with RCS management to ensure that appropriate, relevant training and staff development is provided to GUSD and/or RCS staff to ensure the delivery of effective services to children and families within the school district, and

H. GUSD will ensure that a fire clearance is current at each designated school site, and that RCS staff will be notified as to the designated school site's disaster plan and scheduled drills, and

I. GUSD will provide or ensure provision of custodial and utility services to RCS staff consistent with GUSD and/or school site practices, and

J. GUSD and school sites agree that access to services will be provided to students referred to the service delivery team. Access may include, but is not limited to, release from class to attend individual or group services. GUSD and school administration reserves the right to restrict access to individual students involved in dangerous, illegal, and/or other suspendable violations, and

K. GUSD recognizes that RCS staff may bill (i.e. leverage) third-party public or private mental health benefits.

L. GUSD will ensure that each designated school site designate a process for communication and management between the two parties.

#### **RCS OBLIGATIONS**

A. RCS agrees to allocate and assign properly credentialed staff, student interns and trainees,

B. RCS agrees to provide appropriate management and oversight of assigned personnel, and

C. RCS agrees to provide training and staff development for the purpose of developing a coordinated, comprehensive service delivery system at school sites designated in this MOU and

D. RCS agrees that when student interns and trainees are utilized to augment service delivery teams and services at designated school sites, RCS staff responsible for intern and trainee supervision will provide the necessary resources, training, oversight, and supervision consistent with student learning contracts, and

E. RCS will provide additional materials, equipment, and supplies not already provided by GUSD and/or designated schools per this MOU and that are necessary for the performance of RCS job tasks and duties, and

F. RCS will assume responsibility for all billing or collection of fees for Medi-Cal, third party insurance, or other payment methods.

G. RCS agrees to comply with Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice, and completion of criminal background investigation of its employees. Any person found to have felony convictions shall not be permitted by RCS to have any further contact with GUSD students, as defined in

Education Code Section 45125.1, and

H. RCS agrees to expedite, where possible, personnel procedures for positions that are vacated or created in order to minimize disruption or interruption of services to children and families. RCS agrees to collaborate with GUSD and/or school site administrators when considering alternative staffing options which are responsive to identified needs, and are consistent with the mission, vision, and guiding values of RCS, and

### **SCOPE OF PRACTICE**

All GUSD and RCS professional staff who are engaged in the provision of behavioral health and human services at schools located in the GUSD will provide services and represent themselves as competent within the boundaries of their education, training, license, certification, consultation received, supervised experience, or other relevant professional experience. For the most part, Master level GUSD school personnel will abide by the current practice standards of the California Association of School Psychologists (CASP), while Master level RCS personnel will abide by the current practice standards of the California Board of Behavioral Sciences (BBS), as well as the standards of their respective professional association. Services in substantive areas or the use of intervention techniques or approaches that are new to either GUSD or RCS personnel will only be provided after engaging in appropriate study, training, consultation, and supervision from people who are competent in those interventions or techniques. When generally recognized standards do not exist with respect to an emerging area of practice, all GUSD and RCS professional staff will exercise careful judgment and take responsible steps (including appropriate education, research, training, consultation, and supervision) to ensure the competence of their work and to protect students from harm.

### **CONFIDENTIALITY AND LEGAL REQUIREMENTS**

The parties shall maintain the confidentiality of all records generated during the period of this MOU pursuant to applicable state and federal laws. All parties will ensure that staff involved in the daily operation of the program will comply with confidentiality and HIPAA, and will follow the procedures for sharing information in a service delivery team setting. All service delivery team members and participants will abide by the Oath of Confidentiality and will not release any information except pursuant to a signed Student Assistance Program permission slip or as required by state or federal law. Pursuant to Education Code Section 49076, no pupil records shall be released for any purpose unless a signed release form from a parent, guardian, or Juvenile Court Judge has been filed by GUSD.

In addition to confidentiality, all RCS personnel will be bound by existing state laws pertaining to

“child care custodians” regarding the mandated reporting of child physical and sexual abuse endangerment, emotional abuse and neglect. In all cases where there may exist a discrepancy between HIPAA and FERPA regulations, or between state or federal law, all parties will abide by the higher (i.e. stricter) standard in support of the protection of student and family privacy.

## **INSURANCE**

GUSD has in force, and during the term of this MOU, shall maintain in force, a general liability insurance policy or program of self-insurance, which provides limits of not less than one million dollars (\$1,000,000.00) per occurrence or two million dollars (\$2,000,000.00) per annual term. The policy shall require the insurer to provide to RCS a thirty (30) day notice of any cancellation or reduction of such insurance, or GUSD shall provide such notice under the self-insurance plan. GUSD agrees to provide to RCS a certificate of insurance upon request.

RCS has in force, and during the term of this MOU, shall maintain in force, a general liability insurance policy which provides limits of not less than one million dollars (\$1,000,000.00) per occurrence or three million dollars (\$3,000,000.00) general aggregate per annual term. RCS shall require the insurer to provide to GUSD a thirty (30) day notice of any cancellation or reduction of said insurance. RCS agrees to provide GUSD a certificate of insurance upon request.

## **HOLD HARMLESS**

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 MOU.

## **NON-DISCRIMINATION**

RCS and GUSD shall not discriminate against any person rendering or receiving services pursuant to this MOU on the basis of race, color, national origin, sex, creed, sexual orientation, or physical or mental disability as provided by state and federal law.

## **CONFLICT RESOLUTION**

All parties agree that differences of opinion regarding personnel or service practices of both parties will be discussed as soon as practically possible following awareness of a conflict. All parties will attempt early resolution of conflicts, which may include discussion of relevant facts, agreements, policies, and state and federal law. If resolution is not obtained, then decisions will be made after discussion between the management representatives of RCS and GUSD.

**TERM**

This MOU shall be reviewed annually. It will become effective upon the signed approval of all parties, and will remain in effect until June 30, 2022. Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

It is understood by all parties that the services specified will not begin until approval and signature by all parties is received. Failure to adhere to the agreements specified herein may result in one of the parties exercising the option to terminate this MOU.

Either party may terminate this MOU by giving a minimum of thirty (30) days advance written notice to all parties.

**SIGNATURES**

GILROY UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Dr. Deborah Flores, Superintendent

\_\_\_\_\_  
Date

REBEKAH CHILDREN'S SERVICES

  
\_\_\_\_\_  
Jennifer Malone, Chief Compliance Officer

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May 13, 2021  
Date