



Providing behavioral health services to kids, adults and their families since 1984.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on this July 1, 2024, between the **Redlands Unified School District (RUSD)**, 20 W. Lugonia Avenue, Redlands, CA 92374, hereinafter referred to as "District" and **South Coast Community Services (SCCS)**, whose address is: 25910 Acero, Suite 160, Mission Viejo, CA 92691, hereinafter referred to as "Provider" in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF PROVIDER:

The Provider agrees to participate in scheduled meetings with Department of Behavioral and Mental Health Services of RUSD for the coordination of care.

The Provider agrees to provide the following services, materials, and products to the students of RUSD. South Coast Community Services has received various funding from the County of San Bernardino Department of Public Health (DBH) to provide mental health services both in-person and via telehealth. These programs are:

- Student Assistance Program (SAP)
 - The SAP Program includes, but is not limited to, Prevention/Early Intervention services such as Individual Therapy and Family Therapy, Education-Based and Supportive Groups such as Anger Management, Self-esteem, Bullying, Self-Advocacy through Communication and Girl/Boy Empowerment, Class Presentations, National Curriculum and Training Institution (NCTI), and act upon referrals from District staff.
- Community Wholeness & Enrichment (CWE)
 - Services include mental health treatments/therapeutic services, screening, assessment, linkage, referral, case management, psychoeducation, support groups, education/life skills training.
- School-Aged Treatment Services (SATS)
 - SATS program includes Individual Therapy, Family Therapy, Rehab/ADL, Collateral, Case Management, and Medication Support Services.
- Success First (SF)
 - SF program includes Individual Therapy, Family Therapy, Rehab/ADL, Collateral, and Case Management.
- Therapeutic Behavioral Services (TBS)
 - TBS program includes Crisis Intervention, Case Management, Behavior Coaching, 24 hours on call, Parent Support, Linkage, and Resources.
- Wraparound
 - The wraparound program includes Family Support, Case Management, Individual and Family Therapy, Behavior Coaching, TBS, Psychiatrist, 24 hours on call.

These programs are partially funded by contracts between the DBH, a Covered Entity under HIPAA,

and SCCS, a Covered Entity and DBH Business Associate under HIPAA. Under these contracts, SCCS is required to provide requested information to DBH through its databases containing certain student-specific demographic and other information including, but not limited to, student names, dates of birth, and their scoring of the Universal Screening Tool. The LEA/District consents to SCCS's provision of this information to DBH without further action unless LEA/District specifically requests that DBH enter into a Data Privacy Agreement or another arrangement.

- Family Wrap
 - The District may request Family Wrap services as needed.
 - For Individual Services:

Family Wrap Rates and Tiers of Service	
ASSESSMENT/IEP Assessment + Assessment Summary \$500 Initial IEP \$300 *If Student is enrolled in a tier of service, the amount invoiced for these services will be deducted from the first month of service.	FULL SERVICE TIER Treatment Planning Child & Family Team Meetings Therapy sessions 1-2 times/week Behavior support 2-4 times/week Parent Partner/Collateral weekly IEP attendance Monthly Rate \$ 5,775
TRANSITIONING TIER Treatment Planning Child & Family Team Meetings Therapy sessions 1-2 times/month Behavior support 2-4 times/week IEP attendance Monthly Rate \$2,625	MAINTENANCE TIER Treatment Planning Child & Family Team Meetings Behavior support 1-2 times/week IEP attendance Monthly Rate \$1,837

- For Group Services:

- Seeking Safety group
 - The Substance Abuse group will be conducted using the Seeking Safety model, which is an evidence-based, present-focused counseling model, designed to help people attain safety from trauma and/or substance abuse. Participants in this group will focus on safety in relationships and behaviors. Participants will process the impact of substance use/abuse on their social, emotional and educational wellbeing. Participants will identify strategies for reducing risk behaviors and process barriers to risk reduction.
- Psychoeducation Substance Abuse Group
 - The Psychoeducation Substance Abuse Group will be provided to middle school students. It will focus on the connection between substance use and its impact on mental health. Students will learn about use, abuse, and dependency as well as alternatives to addressing their mental health needs without the use of substances.

Pricing of these groups are as follows:

The groups will be facilitated by a pre-licensed clinician, under the supervision of a licensed clinician. The sessions will be one hour in length for each group, and the maximum group attendance will not exceed 12 members per group.

For the two groups, SCCS will charge \$2,400/month for each month. Group sessions will be a duration of a full six weeks.

B. TERM OF MOU:

The Provider's work, as specified in the MOU, shall commence on the date of this MOU, **July 1, 2024**, and shall be completed on or before **June 30, 2025**. This MOU may be extended, upon mutual written consent.

C. DISTRICT OBLIGATIONS:

1. For Student Assistant Program (SAP), RUSD will prioritize and identify the needs for each school site for SAP Group services. Priority target schools are those with:

- a. High Number Of Children And Youth From Underserved Ethnic/Cultural Groups
- b. High Poverty
- c. Low Academic Achievement
- d. High Rates Of Expulsion
- e. High Number Of Foster Care Students
- f. High Number Of Youth Experiencing Juvenile Justice Involvement

g. High Rates Of Violence In Community

2. For the period of this agreement the District shall provide the following:

- a. Provide space for group/presentation. This space will have a phone line in case of a crises or emergency.
- b. Identify prospective student participants.
- c. Follow SCCS's referral process utilizing the Initial Referral Form for Individual Therapy and contact designated SCCS staff for Education-Based and/or Supportive Groups.
 - i. Initial Referral Form for individual services can be found here:
https://southcoast.formstack.com/forms/sccs_initial_referral_form
 - ii. Authorization for Release of Protected Health Information (ROI) to be completed with the Initial Referral Form and document "coordination of care" for the pourpose of requested use/disclosure.
 - a. ROI form can be found here:
https://southcoast.formstack.com/forms/authorization_to_release_protected_health_information_phi
- d. Facilitate obtaining written parental permission for Education-Based and/or Supportive group participation. The SAP and/or CWE group Consent form will be utilized to obtain parental consent.
- e. The District and/or each school site will participate in Start-Up meetings in order to identify the services needed. The District will have all necessary documents completed and ready before the start of group sessions, i.e., Group Consent form, PEI Demographic form, and outcome measures.
- f. Facilitate ongoing student participation by supporting facilitator/clinician access to students in person and/or via telehealth. The District will have students ready and in the designated meeting/session space for a group when the facilitator/clinician arrives on campus or calls in for the scheduled activity.
- g. Provide SCCS staff who are onsite with access to the school site's Wi-Fi in order to complete necessary documents for group/presentation sessions.
- h. Provide SCCS staff with data that will reflect improvement or decline in the areas of attendance, suspension rate, detention rate, and academic progress for students receiving services from SCCS.

3. The District shall recognize Provider as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) or the Privacy Act Code of Federal Regulations (CFR 42, Part 2) and, except for DBH as noted above in Section A., all communications concerning clients will require a signed authorization prior to disclosure.

D. INSURANCE:

Throughout the duration of this MOU, Provider shall, at its sole cost and expense, keep in force

for the mutual benefit of Provider and District, comprehensive broad general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, and its agents, representatives, or employees. Such insurance shall provide coverage as follows:

1. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation Insurance: As required by the State of California and Employer's Liability Insurance.
4. Sexual Abuse or Molestation: \$3,000,000 per occurrence and \$6,000,000 aggregate.

It should be expressly understood however that the coverage required herein shall not in any way limit the liability of Provider, its officers, agents, or employees.

A Certificate of Insurance and an Additional Insured Endorsement naming the District as an Additional Insured shall be delivered to the District prior to the commencement of services, and thereafter immediately upon each policy renewal during the term of the MOU. The commercial general liability and automobile liability policies are endorsed to contain the following provisions:

- a. The Districts, its officers, officials, employees, and volunteers are to be covered as insured as respects liability arising out of the work or operations performed by or on behalf of Provider, or automobiles owned, leased, hired, or borrowed by the Provider.
 - b. For any claims related to this MOU, the Provider's insurance coverage shall be primary as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be canceled by Provider, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the Additional Insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. **INDEMNIFICATION:**

The Provider agrees to indemnify, defend, and save harmless the District, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this MOU.

F. **GENERAL TERMS and CONDITIONS:**

1. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons under this agreement because of race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
2. **CONFLICT OF INTEREST:** Before executing this agreement, the Provider shall disclose to the District the identities of any board member, officer, or employee of the District, or relatives thereof, who the Provider knows will have any financial interest from this agreement.
3. **LICENSE AND AUTHORITY:** The Provider will maintain all necessary licenses during the term of this agreement. If other than a natural person, the Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses shall accompany this MOU.
4. **EQUIPMENT AND FACILITIES:** The Provider will furnish all necessary equipment and facilities to render his/her services pursuant to this MOU unless otherwise agreed to by the parties.
5. **USE OF ADDITIONAL WORKERS BY PROVIDER:** The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this MOU and shall maintain worker's compensation insurance as required by state law. The District shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for all State and Federal income tax, unemployment insurance, social security, disability insurance, worker's compensation, and other applicable withholdings. The Provider shall not hire employees of the District for the performance of this MOU.
6. **ASSIGNMENT:** Without the written consent of the District. This MOU is not assignable by the Provider.
7. **SUCCESSORS AND ASSIGNS:** That's MOU shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.
8. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** Provider shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerings with the California Department of Justice and the completion of criminal background investigations of its employees. Provider shall not permit any employee to have any contact with District pupils until such time as Provider has verified in writing to the governing board of the Redlands Unified School District that such employee has not been convicted of a felony as defined in Education Code Section -15125. 1. Provider's responsibility shall extend to all employees, subcontractors, and employees of the subcontractor; regardless of whether such individuals are paid or unpaid, concurrently employed by the District and/or acting as independent providers of the Provider. Verification of compliance with this section shall be provided in writing to the District prior to the commencement of participation in the agreed project and prior to contact with students.
9. **HEALTH EXAMINATION:** No person shall be initially allowed interact with Students unless he/she has placed on file with the Provider or District a certificate from a physician licensed under the Business and Professions Code indicating that a tuberculosis examination

taken within the past sixty (60) days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406)

10. **GOVERNING LAW:** The validity of this MOU and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

11. **CHANGES OR ALTERATIONS:** No changes, alterations, or variations of any kind to this MOU are authorized without the mutual written consent of both parties.

12. **HEADINGS:** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.

13. **TERMINATION:** The District may terminate this MOU for any reason upon written notice to Provider. The District shall be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this MOU. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due to the Provider in this MOU.

14. **SEVERABILITY:** In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of the MOU.

15. **AMBIGUITY:** The language herein shall be constituted as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

16. **COPYRIGHT:** Any written or electronic media product produced as a result of this MOU shall be a work for hire and shall be the property of the District.

17. **EXPENSES:** The Provider shall be responsible for all cost and expenses incidental to the performance of services for the District, except as provided by this MOU, including but not limited to: all costs of equipment provided by the Provider, all fees, fines, licenses, bond or taxes required of or imposed against the Provider and all other of the Provider's costs of doing business.

G. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:

This MOU constitutes the entire understanding of the parties. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

H. APPROVALS:

This MOU shall become effective upon its approval by the undersigned persons:

DISTRICT:

PROVIDER:



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REDLANDS UNIFIED SCHOOL DISTRICT

SOUTH COAST COMMUNITY SERVICES

By: _____

Printed Name: Jason Hill

Title: Assistant Superintendent, Business Services

Date: July 10, 2024

By: ellen McGuirk

Printed Name: **Ellen McGuirk**

Title: **Chief Executive Officer**

Date: 3/21/2024