

PERRIS UNION HIGH SCHOOL DISTRICT

155 E. 4th Street
Perris, CA. 92570

MEMORANDUM OF UNDERSTANDING

**On
Substance Abuse Prevention
And
Decision Making Skills**

This Memorandum of Understanding (MOU), effective **August 1, 2019**, by and between, **Perris Union High School District**, hereinafter referred to as the "PUHSD," and **Tinya Holt, LCSW**.

PURPOSE

Tinya Holt, LCSW and Perris Union High School district enter into the MOU, in order that a Licensed Mental Health Clinician and a Substance Abuse Professional will facilitate and/or oversee the facilitation of MSW graduate students to provide "Decision Making Skills and Substance Abuse Prevention Education groups. The Prevention Counselor is defined as staff members of Tinya Holt, LCSW that will be placed in a school to provide the aforementioned services to students enrolled at either school site. These small groups and individual sessions will be carried out at ***Perris High School, Heritage High School, Perris Lake High School, and Pinacate Middle School*** based upon school needs and/or Tinya Holt LCSW staffing limitations.

SHARED MISSION AND VISION

These interventional prevention services will enhance and promote the educational, emotional, and social needs of students with the primary focus of removing barriers to academic success. Additionally, the small group services offered to students under this MOU will be aligned within the agenda that provides a comprehensive system of social, emotional, learning and behavioral supports for students. These support services are part of the Perris Union High School District, school-wide systems of supports of "***Positive Behavior & Support Interventions***" a framework that focuses on preventing problems that could decrease the potential of academic success.

DECISION MAKING SKILLS

Student will learn an effective decision-making model that includes (a) learning effective decision-making skills; (b) learning how to list the parts of a decision-making and a problem-solving model; and (c) learning how to identify consequences of decisions and choices.

Students will also learn and be able to define 3 types of decision. They are: (a) No Decision – Letting others decide what you will do; (b) Snap Decision – A quick choice you make with no consideration of the result (c) Responsible Decision – Considering others (Not only me) and your future (Not only now)

Curriculum

Week 1: Introduction to Decision Making

Week 2: What Influences Your Decisions?

Week 3: What Would You Do?

Week 4: Decision Making Process: It's Up to Me!

Week 5: Basing Your Decisions on Your Goals!

SUBSTANCE ABUSE PREVENTION EDUCATION

The substance abuse prevention program is designed for middle school students. It is intended for youth who are not abusing illegal drugs, alcohol, or prescriptions drugs. The goal of the educational program will be to teach resistance skills and to increase understanding of how alcohol and drug use negatively impacts one's life using an educational approach.

Curriculum

Week 1: Teenage Drug Abuse and its individuals, families, and on society

Week 2: Substance Dependency

Week 3: Alcohol

Week 4: Marijuana

Week 5: Opioids

AGREEMENTS

FUNCTIONS/STRUCTURE TO BE CARRIED OUT BY TINYA HOLT, LCSW:

- A. Obtain written approvals that will include consent of all minors, consent of all parents/ guardians.
- B. All referrals, whether self-referral by the student or by the staff, will contain confidential information that cannot be shared or copied without appropriate authorization.
- C. The staff assigned to work with a youth and will have responsibility for monitoring services offered and providing periodic progress reports to the school site (s) designee.
- D. Provide supplies and materials.
- E. Provide for the enhancing connections with and involvement of home and community resources.

SPECIFIC ROLE AND FUNCTIONS OF THE STAFF OF TINYA HOLT LCSW:

The prevention specialist and clinician facilitation groups is placed in each participating school to implement program services that includes providing screening, prevention education, early intervention services to students enrolled in the school. The staff will also provide support to teachers, administrators, and other school staff

Mental health staffs are expected to call their supervisors whenever troublesome cases or unusual incidents arise and will file unusual incident reports as required to both Tinya Holt, LCSW supervisor and to the Principal of the school to which they are assigned.

WORKING CONDITIONS RELATED TO THE PREVENTION SPECIALIST AND MENTAL HEALTH CLINICAN.

The following are specific matters related to the mutual responsibilities and accountability of the staff and the school in working together.

What Tinya Holt, LCSW Provides:

- A. Tinya Holt, LCSW provide services or provides supervision and support for mental health clinicians and will and supervises one or more staff that will be placed in participating schools. Should a conflict arise with respect to policies and procedures, it is the responsibility of the clinician's supervisor to work with the school in resolving the matter.

Submitted By: Tinya Holt, LCSW

- B. Although not a school employee, staff are expected to work closely with the school staff, to share non-confidential and confidential information with the staff as appropriate under the conditions noted below, and to assist staff in responding to student referrals into groups.

What the School Provides:

- A. A designee of the school site(s) will identify and refer youth to the Prevention Specialist and/or Mental Health Clinician who are thought to meet the criteria for the Anger Management and Substance Abuse Prevention Groups.
- B. All referrals to the prevention specialist and mental health clinicians will be made by staff. The school site(s) will provide confidential space for small group and/or individual early interventions services.
- C. School referrals will be structured so that there is at least one point of entry at each school site (s).
- D. The school site (s) will have sole discretion on the day and time that group and individual sessions for the youth will take place.
- E. Ensure that record retention adheres to confidentiality requirements.
- F. The school site(s) must be in compliance with any applicable state and local laws and requirements, including ADA.

Prevention Specialist and Mental Health Clinician as a collaborative partner with Perris Union High School District:

- A. Will collect administrative aggregate information such as the number of students seen, the number and theme of groups and education sessions and will acknowledge receipt of the referral and indicate whether the student has been seen.

The following are legal requirements to which mental health clinician's must adhere:

- A. Child Abuse Reporting:
 - a. California Penal Code Sections 11164-1117 4.4 et seq.
- B. Confidentiality:
 - a. California Welfare & Institutions Code Section 5328
 - b. California Welfare & Institutions Code Section 5330 (Monetary Penalties)
 - c. 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information. The Health Insurance Portability and Accountability Act of 1996 (HIPPA); Public Law 104-91, enacted August 21, 1996;
 - d. And all other State and Federal laws, regulations, ordinances, and directives relating to confidentiality and security of client records and information

IT IS FURTHER AGREED TO AS FOLLOWS:

Term: Term of this MOU shall be from **August 1, 2019-June 30, 2020**

Reimbursement: In consideration of services provided by Tinya Holt, LCSW pursuant to this agreement, Tinya Holt shall receive monthly reimbursement after services are provided at any school site based upon the following rates.

School Site Group Sessions & Rates:

<u>EARLY INTERVENTION SMALL GROUPS</u>		
PERRIS HIGH SCHOOL		
Decision Making	(5) sessions; (1) hour weekly; 6-8 students	\$175.00
Substance Abuse Prevention	(5) sessions; (1) hour weekly; 6-8 students	
My Sisters Keeper	(5) sessions; (1) hour weekly; 6-8 students	

HERITAGE HIGH SCHOOL

Anger Management/Decision Making	(5) sessions; (1) hour weekly; 6-8 students	\$175.00
Substance Abuse Prevention	(5) sessions; (1) hour weekly; 6-8 students	

PERRIS LAKE HIGH SCHOOL

Anger Management/Decision Making	(5) sessions; (1) hour weekly; 6-8 students	\$175.00
Substance Abuse Prevention	(5) sessions; (1) hour weekly; 6-8 students	

PALOMA HIGH SCHOOL

Anger Management/Decision Making	(5) sessions; (1) hour weekly; 6-8 students	\$175.00
Substance Abuse Prevention	(5) sessions; (1) hour weekly; 6-8 students	

PINACATE MIDDLE SCHOOL

Anger Management/Decision Making	(6) sessions; (1) hour weekly; 4-6 students	\$175.00
Substance Abuse Prevention	(6) sessions; (1) hour weekly; 4-6 students	

***All groups will be closed ended, meaning that students can only be enrolled at the onset of the first session.

Termination Clause: Violation of client's rights as outlined or violation of policies or regulations of PVRP or PUHSD may result in the immediate termination of this memorandum of understanding and subsequent services. This Agreement shall be subject to termination by either party at any time, upon 30 days' written notice to the other party.

Independent Contractor: The PVRP, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the Superintendent. Personnel performing the services under this Memorandum of Understanding on behalf of PVRP shall at all times be under PVRP's exclusive direction and control.

Worker's Compensation: The PVRP certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.

Fingerprinting: Education Code section 45125.1 and 45125.2 requires the PVRP to certify that its employees and employees of Contractors who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with the following conditions, or with the fingerprinting requirements, is a condition of this contract, and the PUHSD reserves the right to terminate the contract at any time for noncompliance.

Occupational Safety and Health Administration (OSHA): PVRP hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this MOU shall be in compliance therewith.

Mutual Hold Harmless: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Perris Union High School District

Tinya Holt LCSW

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed name

Printed name

Date _____

Date _____