

PERRIS UNION HIGH SCHOOL DISTRICT

155 E. 4th Street
Perris, CA. 92570

MEMORANDUM OF UNDERSTANDING

On

**Substance Abuse Prevention
Decision Making Skills
My Sisters Keeper**

This Memorandum of Understanding (MOU), effective **August 1, 2021**, 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, Paloma Valley High School, Liberty High School, Perris Lake High School, and Pinacate Middle School*** based upon school needs and/or Tinya Holt LCSW staffing limitations. If school closures exist, services will be provided virtually in coordination with school site designees.

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.

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/Choices

Week 3: Alcohol

Week 4: Marijuana

Week 5: Opioids

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!

MY SISTERS KEEPER

Empowering female students who have a history of aggression, low self-esteem, and other behavioral problems. Positively impacting them through the following using the following curriculum.

Curriculum

Week 1: Decision Making- Goal Setting

Week 2: Self Esteem/Positive Coping

Week 3: Fighting/Consequences

Week 5: Gossip/Social Media

Week 6: Forgiveness/My Sisters Keeper

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 PERRIS VALLEY RECOVERY PROGRAM, INC. COMMUNITY SOCIAL SERVICES AGENCY:

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 staff 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 CLINICIAN.

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 provides supervision and support for prevention specialist and mental health clinicians and will supervise 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.
- 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. When school closures exist, services will be provided virtually in coordination with school site designees.
- 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.

PVRP 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, 2021 – June 30, 2022**

Payment: In consideration of services provided by Tinya Holt, LCSW pursuant to this agreement shall provide monthly invoices for services rendered based upon the following rates not to exceed \$40,000.00. Invoices are due 30 days from the date of receipt.

School Site Group Sessions & Rates:

EARLY INTERVENTION SMALL GROUPS

PERRIS 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	
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 PUHSD. 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. PVRP and it's personnel shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required in Exhibit "A".

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.

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Perris Union High School District

Signed: _____

Authorized Signature

Printed Name

Date: _____

Perris Valley Recovery Program, Inc.

Signed: _____

Authorized Signature

Printed Name

Date: _____

EXHIBIT "A"

Insurance Requirements

A. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that,

at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.