

MOU NO. PH-00XXXX

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF SUBSTANCE ABUSE PREVENTION AND CONTROL**

AND

**BASSETT UNIFIED SCHOOL DISTRICT
FOR**

STUDENT WELL-BEING CENTERS

This memorandum of understanding (“MOU”) is entered into between the County of Los Angeles Department of Public Health (“Public Health”) and the BASSETT UNIFIED SCHOOL DISTRICT (“District”) for the purpose of providing, at no cost to the students or District, certain health services to District students on campus locations within the District (“Services”). Provisions of this MOU will be construed in a manner consistent with the California Education Code and other laws of the State of California.

Program Overview

Public Health is working with high-need Los Angeles area school districts and affiliated entities, including the Los Angeles Unified School District (LAUSD), the Los Angeles County (County) Office of Education, the County Department of Mental Health, and Planned Parenthood of Greater Los Angeles (PPLA), to establish Student Well-Being Center’s (SWCs) in 50 high schools in Los Angeles County. Each SWC will offer the following Services: education and support for student social and emotional well-being and substance abuse prevention, integrated health promotion curriculum, peer leadership training, limited sexual health education and services, access to an after-hours call center for referrals, and parent/family engagement.

In furtherance of the foregoing purpose, Public Health and District agree as follows:

1. Term of MOU

This MOU will be effective July 1, 2024 through June 30, 2029.

2. Description of Responsibilities

2.1 District Responsibilities:

- A. District will dedicate a permanent, appropriate space to house the SWC at each school where a SWC is located, with sufficient space to allow for two health educators and one clinician to provide sensitive Services. Dedicated space will need to support appropriate access to a bathroom(s), a private counseling space, and a break and/or staff room with a refrigerator.
- B. District will provide access to the SWC site to ensure up to 24 hours per week and extended hours of operation (hours after school is in session) and extended days (weekends). This space will be designated for the purpose of SWC only and will not be used by District when SWC is not operational.
- C. District will be responsible for day-to-day infrastructure costs, including cleaning and maintenance of the SWC.
- D. District will identify an individual at each school where a SWC is located to serve as point of contact for Public Health staff. The point of contact will assist the SWC to assure appropriate student access to the SWC, optimal integration of Services into school programming, and integration of SWC staff into school emergency planning and support teams. The point of contact and school leadership will meet twice a year with SWC staff to ensure SWC is meeting student access goals.

2.2 Public Health Responsibilities:

- A. Provide up to 24 hours of Services to students enrolled at schools where a SWC is located, for the following:

- Health education
- Support groups for students with health concerns (physical and emotional) may be offered at the discretion of the County
- Sexual health services including education and counseling, limited Sexually Transmitted Infections (STI) testing and treatment, and over the counter contraceptives
- Leadership training for students
- Peer-led wellness activities for school community (school events, educational groups, and resource distribution)
- Peer health educator training for students around relevant health issues, including Substance Use Disorders (SUDs), tobacco, sexual health, and emotional health
- Wellness Council support

B. Support training of school staff/faculty, parent engagement and support for school wellness councils, as needed and available.

C. Coordinate trainings with Planned Parenthood of Los Angeles (PPLA) to implement PPLA trainings.

D. Make a call center accessible to SWC clients after school hours.

E. Cover necessary costs as determined by Public Health, to support all the services and activities provided at each SWC, including:

- Public Health staff salaries
- Office supplies
- Equipment including Information Technology hardware
- Furniture
- Educational Materials. Note: all educational materials must include visible acknowledgment of the SWC partners Public Health and PPLA.

Note: All Information Technology (IT) hardware, as well as supplies, equipment, and furniture will remain the property of Public Health upon termination of the MOU, unless determined otherwise.

3. Access to Service

The population served by each SWC will be students located at the school where a SWC is located, enrolled in that school or some other education program (e.g., continuation, alternative schools) of the District. No student will be turned away, barred, or delayed in receiving Services based on a student's ability to pay. Public Health will neither design nor deploy programs in such a manner as to exclude or disadvantage students with third-party payors or other financial means.

4. Informed Consent of Parent, Guardian or Student

When students, parents, or guardians are informed about the availability of Services, Public Health will make it clear that the Services are not part of the regular and ongoing programs of the District. The Services are being made available as a convenience, bringing Public Health personnel to the school where the students can have greater access to Services.

Public Health will obtain written consent from the student, the student's parent,

or guardian on a form mutually agreed upon by Public Health and the District prior to providing any type of medical services, including without limitation diagnostic services, treatment, or counseling service(s) to a minor. Students may provide consent if the student has reached the age of eighteen or is an emancipated minor as defined by California Family Code Section 7002; or for treatment where allowed by applicable law.

5. Staffing

- 5.1 Public Health will adhere to all personnel and staffing standards imposed by applicable law and regulation, including, but not limited to, the requirements imposed by the California Health and Safety Code pertaining to the type of Services to be provided under this MOU.
- 5.2 **If applicable**, Public Health will ensure that all of its officers, employees, volunteers, and agents who perform Services obtain and maintain in effect during the term of this MOU, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Public Health will deliver to District upon request, copies of current licenses, permits, registrations and certificates required by applicable law for all Public Health personnel providing Services.
- 5.3 Public Health will ensure that anyone providing Services regularly participates in appropriate continuing educational programs or activities to maintain their licenses, permits, registrations, and certificates. Evidence of participation in such programs will be maintained by Public Health and made available for review upon request by District or other authorized person or agency.
- 5.4 Public Health will be solely responsible to ensure that anyone providing Services to District students at the SWC who is in a designated sensitive position, as determined by the County in the County's sole discretion, will undergo and pass a background investigation to the satisfaction of the County. Such background investigation may include, but will not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. Anyone providing Services at the SWC pursuant to this MOU will provide evidence of freedom from tuberculosis within 60 days prior to the onset of Service and provide certification every four years, if renewing the MOU.
 - A. The initial examination must consist of a risk assessment for tuberculosis by a health care provider and/or a Mantoux Skin Test or an Interferon-Gamma Release Assays Blood Test (not a chest X-ray unless required due to medical circumstances). Multiple puncture tests (e.g., Tine, Monovac, Sclavo, etc.) are not acceptable.
 - B. Those with documented positive skin tests must then have a chest X-ray and show proof of a negative chest X-ray. X-rays are permissible and required only for those with a documented positive Mantoux skin test.
 - C. Those that are unable to take a Mantoux skin test or receive a chest X-ray due to medical circumstances must provide a signed statement

(dated within 60 days prior to the onset of Service) from a licensed healthcare provider stating that the employee is not at risk of spreading Tuberculosis to the greater population (signed statements must be recertified at the beginning of each school year).

D. Continuing employees with negative risk assessment or skin tests must repeat the risk assessment and/or Mantoux Skin Tests every four years.

E. Provider's employees with positive skin tests and normal chest X-rays must furnish written proof from a health provider every four years showing he/she is free from active Tuberculosis.

5.5 Public Health certifies anyone providing services at the SWC pursuant to this MOU will follow legal guidelines, including those of the District upon notification, on reporting child abuse/neglect.

5.6 If Public Health learns of any criminal history information regarding anyone providing services at the SWC pursuant to this MOU, that may indicate they are a danger to students, Public Health will immediately ensure that person is not allowed to work at any school site.

6. Quality Assurance/Quality Improvement

6.1 Public Health's Review of Staff Performance. Public Health agrees to review the practice patterns of its professionals and other Public Health staff, and to review Services provided by them. Public Health agrees to use its best efforts to correct any problems that are identified.

6.2 Reviews. Public Health and District will take corrective action in any deficiencies identified through site reviews by District, federal, State or local government agencies. Corrective action will be accomplished within 60 calendar days.

6.3 Complaint and Conflict Resolution

A. Complaints: Public Health will use its best efforts to render Services and interact with students in a manner that facilitates student satisfaction. If Public Health is unable to resolve a complaint received from a student and/ or student's parent/guardian to student's satisfaction, Public Health will notify such complainant that he or she may contact the District or designee to pursue the complaint further. Public Health will notify the District, or designee, immediately and cooperate with the District in identifying, processing, and resolving all complaints whether written or oral. Complaints identified by District will be handled in the same manner with the Public Health. District personnel will first attempt to resolve the complaint(s) to result in the satisfaction of the complainant.

B. Conflicts: Should any problems or conflicts arise in the course of the delivery of Services, it is understood that the District and/or authorized representative of District will work with the parties in conflict to accomplish an effective resolution through mediation.

6.4 Evaluation

- A. Public Health may undertake evaluation and assessment activities of Services. Public Health may utilize evaluation data and/or collect data for its own research studies, publication, scholarly pursuits, etc., subject to Public Health's established procedures for research and evaluation. Prior to the publication of Public Health's research or reports, both parties agree to mutually review all reports derived from Public Health's project data. Public Health, after prompt review by District, has full discretion to publish or not to publish its research or reports. Any data utilized for this purpose will be de-identified aggregate data.
- B. The rights to any report, evaluation, and/or other material developed by Public Health pursuant to this MOU will belong to Public Health.

6.5 Administration

The District will identify a SWC Executive Director who will administer this MOU on behalf of District.

7. Public Health Reporting Requirements

Public Health will comply with all reporting requirements, including those set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

8. Insurance

Each party is self-insured and has sufficient coverage as contemplated by this MOU.

9. Indemnification

District will indemnify, defend, and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its trustees, officers, agents or employees.

COUNTY will indemnify, defend, and hold harmless District, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its trustees, officers, agents or employees.

10. Independent Contractor

Neither party to this MOU will be considered an agent of the other.

11. Reports and Records

Public Health will maintain complete and accurate student encounter records on all care delivered by Public Health, in accordance with Titles 17

California Code of Regulations Standards for Clinic Operations. Public Health will retain such records according to its existing record retention policies.

12. Confidentiality of Records and Data Privacy

Public Health and District will maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to the confidentiality, including, without limitation, Public Health policies concerning Services information technology security and the protection of confidentiality records and information.

13. Security

Notwithstanding any language to the contrary in this MOU or any exhibit to this MOU, Public Health agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at District's premises and will comply with District's security policies and procedures if granted access to District's computer or communications networks. District will provide Public Health with notice of the District's security policies and procedures.

14. Compliance with Governmental Requirements

Public Health and District will comply with all codes, ordinances, rules, regulations, and requirements of all municipal, State, and federal authorities now in force or which may hereinafter be in force pertaining to the provision of the Services. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this MOU, the parties will negotiate mutually acceptable additional terms to conform this MOU to such new requirements if necessary.

15. Severability

If any section, provision, or portion of this MOU is held to be invalid, illegal, or void by a court of proper jurisdiction, the remaining sections and provisions of this MOU will continue in full force and effect.

16. Delegation and Assignment

Public Health will not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the Director of Student Medical Services. Any delegation or assignment made without such consent will be null and void.

17. Termination

Either Public Health or District may terminate this MOU for any cause or without cause upon 30 days prior written notice to the other party. In the event of a breach of this MOU by Public Health, including without violations of law by Public Health, District may terminate this MOU immediately upon notice to Public Health.

18. Notices

Any notice pursuant to this MOU to District will be directed to:

Bassett Unified School District
Gamal Salama, Director of Student Services
904 N Willow Ave, La Puente CA 91746
gamal.salama@bassettusd.org

Any notice pursuant to this MOU to Public Health will be directed to:

Office of Planning, Integration and Engagement
Noel Bazini-Barakat, RN, MSN, MPH, Director
313 N. Figueroa St., Suite 708, Los Angeles, CA 90012
nbarakat@ph.lacounty.gov

19. **Entire MOU**

This MOU together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by both parties, constitutes the full and complete expression of the rights and obligations of the parties and supersedes all other MOUs, written or oral, heretofore made by the parties relative to the provision of Services at the schools.

20. **Amendments**

This MOU may be modified or amended only by a written amendment executed by all of the parties hereto.

21. **Governing Laws, Jurisdiction and Venue**

This MOU will be governed by, and construed in accordance with, the laws of the State of California. Public Health agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that the venue of any action brought hereunder will be exclusively in Los Angeles County.

22. **Authority**

Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this MOU and each person executing this MOU on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this MOU and to bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE DULY EXECUTED.

DEPARTMENT OF PUBLIC HEALTH

Date

313 North Figueroa Street, Room 806

Address

Los Angeles CA 90012

City State, Zip Code

Signature Public Health's Authorized Representative

Barbara Ferrer, Ph.D., M.P.H., M.Ed.

Print Name of Public Health's Authorized Representative

Director

Title of Public Health's Authorized Representative

SUPERINTENDENT/SCHOOL DISTRICT

Date

Signature – Superintendent

Print Name of Superintendent