

MOU NO.: PH-



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NORWALK-LA MIRADA 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 ("DPH") and the Norwalk/La Mirada 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. Provisions of this MOU shall be construed in a manner consistent with the California Education Code and other laws of the State of California.

### **Program Overview**

DPH is working with high-need Los Angeles area school districts and affiliated entities, including the LAUSD the Los Angeles County Office of Education, the Los Angeles County Department of Mental Health and Planned Parenthood of Greater Los Angeles (PPLA), to establish Student Well-Being Center's (SWCs) in 50 Los Angeles County high schools. 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, DPH and District as follows:

#### **1. Term of MOU.**

This MOU shall be effective date of execution through June 30, 2024.

#### **2. Description of Responsibilities.**

##### **A. District Responsibilities:**

- 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), private counseling space.
- District will provide access to the SWC site to ensure at least 20 hours per week and extended hours of operation (hours after school is in session) and extended days (weekends). This space will be designated for purpose of SWC only, and will not be used by District when SWC is not operational.
- District will be responsible for day-to-day infrastructure costs, including cleaning and maintenance of the SWC.
- District will be responsible for painting the dedicated SWC space prior to DPH commencement of services. District will be reimbursed as outlined in Section 19, Billing and Reimbursement.
- District will identify an individual at each school where a SWC is located to serve as point of contact for DPH staff. The point of contact will assist the SWC to assure appropriate student access to the SWC, optimal integration of SWC services into school programming and integration of SWC staff into school emergency planning and support teams.

##### **B. DPH Responsibilities:**

- Provide at least 20 hours of SWC 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)
- Sexual health services including education and counseling, limited STI testing and treatment, over the counter contraceptives
- Leadership training for students
- Peer-led wellness activities for school community (school events, educational groups, resource distribution)
- Peer health educator training for students around relevant health issues including SUDs, tobacco, sexual health, and emotional health
- Wellness Council support
- Support training of school staff/faculty, parent engagement and support for school wellness councils, as needed and available.
- Coordinate trainings with Planned Parenthood of Los Angeles (PPLA) to implement PPLA trainings.
- Make a call center accessible to SWC clients after school hours.
- Cover necessary costs as determined by DPH, to support all the services and activities provided at each SWC, including:
  - DPH staff salaries
  - Office supplies
  - Equipment including Information Technology hardware. Furniture
  - Educational Materials. Note: all educational materials must include visible acknowledgement of the SWC partners DPH PPLA, and Department of Mental Health

***Note: All supplies, equipment, and furniture will remain property of DPH upon termination of the MOU, unless determined otherwise.***

### **3. Access to Service.**

The population served by each SWC shall 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 shall be turned away, barred or delayed in receiving Services based on a student's ability to pay. DPH shall 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 SWC services, DPH shall make it clear that the SWC's services are not part of the regular and ongoing programs of the District. The services are being made available as a convenience, bringing DPH personnel to the school where the students can have greater access to services.

DPH shall obtain written consent from the student, the student's parent or guardian on a form mutually agreed upon by DPH 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** DPH shall 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, DPH shall ensure anyone performing services at the SWC pursuant to this MOU obtains and maintains in effect during the term of this MOU, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. DPH shall deliver to District upon request, copies of current licenses, permits, registrations and certificates required by applicable law for all persons providing Services pursuant to this MOU.

**5.3** DPH shall ensure that anyone performing services at the SWC pursuant to this MOU regularly participates in appropriate continuing educational programs or activities to maintain their licenses, permits, registrations, and certificates. Evidence of participation in such programs shall be maintained by DPH and made available for review upon request by District or other authorized Person or Agency.

**5.4** All DPH staff under this agreement shall meet all required minimum qualifications and conditions, including clearance through the NLMUSD Live Scan process prior to commencement of work. DPH shall also be solely responsible to assure that anyone providing services to District students at the SWC who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. Anyone performing services at the SWC pursuant to this MOU shall provide evidence of freedom from tuberculosis for a period of within sixty (60) days prior to the onset of Service, and provide certification every four (4) 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 (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 sixty (6) days prior to the

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**Commented [KC1]:** In light of the fact that all County employees have to be live-scanned before they are onboarded, the MOU should reflect that reality. However, I removed the language with respect to DPH "solely" being the entity to conduct a LiveScan examination, because that's not what is happening.

I have no objection to NLMUSD conducting LiveScans of their own volition, and at their own expense; however, we should make it clear that we are going to LiveScan the people in question anyway, because that's what's going to happen.

**Commented [MOU2R1]:**

**Commented [MOU3R1]:**

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onset of Service) from a licensed health care 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 (4) years.
- E. Provider's employees with positive skin tests and normal chest X-rays must furnish written proof from a health provider every four (4) years showing he/she is free from active Tuberculosis.

**5.5** DPH certifies anyone performing 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 DPH learns of any criminal history information regarding anyone performing services at the SWC pursuant to this MOU, that may indicate they are a danger to students, DPH will immediately ensure that person is not allowed to work at any school site.

## **6. Intentionally Omitted.**

## **7. Quality Assurance/Quality Improvement.**

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

**7.2** Reviews. DPH and District shall take corrective action in any deficiencies identified through site reviews by District, federal, State or local government agencies. Corrective action shall be accomplished within sixty (60) calendar days.

**7.3** Complaint and Conflict Resolution.

**A.** Complaints: DPH shall use its best efforts to render services and interact with students in a manner that facilitates student satisfaction. If DPH is unable to resolve a complaint received from a student and/or his/ her parent/guardian to his or her satisfaction, DPH shall notify such complainant that he or she may contact the District or designee to pursue the complaint further. DPH shall 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 shall be handled in the same manner with the DPH. 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.

**7.4 Evaluation**

- A.** DPH may undertake evaluation and assessment activities of SWC services. DPH may utilize evaluation data and/or collect data for its own research studies, publication, scholarly pursuits, etc., subject to DPH's established procedures for research and evaluation. Prior to publication of DPH's research or reports, both parties agree to mutually review all reports derived from DPH's project data. DPH, 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 DPH pursuant to this MOU shall belong to DPH.

**7.5 Administration**

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

**8. Public Health Reporting Requirements.**

DPH shall 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.

**9. Insurance.**

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

**10. Indemnification.**

District shall 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 Agreement, 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 shall 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 Agreement, 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.

**11. Independent Contractor Status.**

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

**12. Reports and Records.**

DPH shall maintain complete and accurate student encounter records on all care delivered by DPH, in accordance with Titles 17 California Code of

Regulations Standards for Clinic Operations. DPH shall retain such records according to its existing record retention policies.

**13. Confidentiality of Records and Data Privacy.**

DPH and District shall 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, DPH policies concerning services information technology security and the protection of confidentiality records and information.

**14. Security.**

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

**15. Compliance with Governmental Requirements.**

DPH and District shall 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 shall negotiate mutually acceptable additional terms to conform this MOU to such new requirements if necessary.

**16. 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 shall continue in full force and effect.

**17. Delegation and Assignment.**

DPH shall 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 shall be null and void.

**18. Termination.**

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

**19. Payment Terms**

The maximum amount allowed for SWC painting for District not to exceed fifteen thousand dollars (\$15,000). Funding for this is supported by Substance Abuse Prevention and Treatment Block Grant funds, Catalog of Federal Domestic Assistance number 93.959.

Upon completion of painting SWC, District shall invoice the County and include supporting documentation. Invoice shall be submitted to the Contact

person listed in Section 20, Notices. Upon approval by DPH, the invoice will be submitted to DPH Finance and payment will be made to District within 30 days of receipt by DPH Finance.

**20. Notices.**

Any notice pursuant to this MOU to District, shall be directed to:

[Insert school district contact person]

Any notice pursuant to this MOU to DPH shall be directed to:

Substance Abuse Prevention and Control  
Division Director  
1000 S. Fremont Avenue, Bldg. A-9 East, 3<sup>rd</sup> Floor  
Alhambra, California 91803

**21. 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.

**22. Order of Precedence.**

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the MOU which precede the signature page and Exhibits to the MOU, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the MOU which precede the signature.

**23. Amendments.**

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

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

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. DPH 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 venue of any action brought hereunder shall be exclusively in Los Angeles County.

**25. 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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**MOU NO.: PH-**

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 DPH's Authorized Representative

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
\_\_\_\_\_  
Print Name of DPH's Authorized Representative

Director  
\_\_\_\_\_  
Title of DPH's Authorized Representative

**NORWALK/LA MIRADA UNIFIED SCHOOL DISTRICT - SUPERINTENDENT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Superintendent

\_\_\_\_\_  
Print Name of Superintendent

\_\_\_\_\_