

500 Broad Street, 3rd Floor Newark, New Jersey 07102 * Telephone: 973-623-5080

MEMORANDUM of UNDERSTANDING

Between

Youth Development Clinic of Newark, Inc. ("YDC")

And

The Newark Board of Education ("the Board") at the following schools:

- **Avon Avenue School**
- **Dr. William H. Horton School**
- **Rafael Hernandez School**
- **Luis Muñoz Marin Elementary School**

This Memorandum of Understanding outlines and delineates the roles and responsibilities of YDC and the Board and establishes the goals and objectives of this partnership.

Whereas, YDC and the Board seek to provide both access and opportunity for children in need of psychoeducation and mental health counseling.

Whereas, the Board serves as a fiduciary agent and facilitator and has expressed an interest and willingness to collaborate with YDC, a community-based mental health facility servicing the Greater Newark and Essex County community to develop and implement school-based mental health services.

Therefore, the Parties agree to enter and be bound by partnership and collaborative agreement to the terms and conditions that are stated below.

YOUTH DEVELOPMENT CLINIC OF NEWARK, INC. will provide:

- **Small group counseling** with at-risk students (Tier 2 & 3) designed to help students develop the five core Social Emotional Learning (SEL) competencies: self-awareness, self-management, social awareness, relationship skills, responsible decision making. YDC services will include 30-40 min. units for 36 weeks. Whenever possible, students will be grouped by class and/or grade.
- **Individual counseling** will be provided to identified students centered around one or more of the following approaches:
 - o SEL principles
 - o Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
 - o Cognitive Behavior Therapy (CBT) and Behavioral Therapy to address identified mental health needs
- YDC clinicians will provide 30-45-minute, weekly individual counseling sessions for 36 weeks.
- **Teacher Consultation/Support** will be provided by partnering with select teachers to implement one or more of the following:
 - o Class wide SEL curriculum
 - o Consultation regarding generalizing SEL principles to classroom management, discipline, and modeling.
- Through the program, we anticipate decreases in disciplinary referrals, increases in SEL skills and substantial attainment of individual treatment goals.
- YDC personnel will develop a collaborative relationship with school administration, personnel, students, and families.
- YDC will provide only those clinicians who meet Medicaid credential guidelines, have completed a criminal background check, are cleared through the *DHS Central Registry of Offenders against Individuals with Developmental Disabilities* and have been approved by each respective school.
- YDC will ensure that all service providers to sign in and out upon arrival to the school and follow relevant school procedures
- YDC clinician(s) will be covered by professional liability insurance through YDC.
- YDC clinicians will receive clinical supervision by a licensed and/or school-certified clinician at YDC.
- **COVID-19 PRECAUTIONS:**
 - o All YDC clinicians providing services in the Newark Public Schools will have been fully vaccinated and comply with NBOE requirements including wearing masks and social distancing. YDC clinicians reporting exposure to COVID-positive individuals, or any possible COVID-related

symptoms will follow NBOE guidelines for isolation/quarantine/ testing guidelines.

The Board will:

- Provide emergency policies and procedures, as well as policies regarding taking students from class for therapy sessions.
- Provide updated COVID-19 guidelines for service providers in the schools.
- Assist with the referral process- students will be identified by the school, as well as parental consent. Parental consent forms will be shared with YDC.
- Provide a space (physical) and/or access to the instructional platform (Webex-virtual) for YDC clinical staff to provide the above services
- Designate a liaison at each school to work with YDC personnel to facilitate referrals, parent contacts and other organizational issues as they arise.
- Agree that YDC services cannot be used to provide IEP-mandated counseling.
- Agree that confidential information regarding therapy cannot be provided to school personnel without the informed consent of the parent/guardian/legal custodian. This pertains only to individual therapy services. Provide access to school-based data related to disciplinary/office referrals, internal behavior tracking data, teacher input/comments for YDC to analyze data for outcome evaluation.
- Agree that YDC therapists are not able to provide crisis intervention but can assist other school personnel and follow-up with the student.
- Agree to support data collection and service provision for program monitoring and evaluation as required by grant funding.
- Permit representatives from Healthcare Foundation and the Safe and Supportive Schools/Newark Trust for Education to meet with YDC and school staff as required by grantors (with notice and approval by the building principal).
- When required by the grant, the school principal will sign clinician time sheets and submit them to NTE for payment of services to YDC.

General Terms and Conditions

Billing and Payment: For grant-funding obtained by YDC, no payment of monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the Board and YDC that the cooperation of and participation in the program does not require monetary payment and that this MOU is limited to the Board and YDC's voluntary participation in the program. For services funded by a grant or grants obtained by the school, the individual school will provide the necessary information and procedures for YDC to bill for services provided.

Insurance: YDC shall provide the Newark Board of Education with a Certificate of Insurance issued by a New Jersey licensed insurance carrier prior to the start of this MOU listing the Newark Board of Education as an additional insured. The insurance certificate shall provide general liability insurance for the operation of the program in the amount of \$1,000,000 combined single limit coverage for bodily injury and property damage for each occurrence, or in an amount acceptable to the Newark Board of Education as an additional named insured. YDC shall provide adequate proof of Worker's Compensation Insurance Coverage for the period of this contract prior to its inception. YDC shall submit proof automobile liability and uninsured/underinsured motorist insurance in the amount of at least \$3,000,000 combined single limit coverage for bodily injury and property damage, or in an amount acceptable to the Newark Board of Education, prior to the use/rental of any vehicles/buses for student transportation. This automobile liability insurance must cover the "Newark Board of Education" as an additional insured. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement.

Confidentiality: Both parties agree to maintain all client and student information confidentially in accordance with all New Jersey State and federal laws and regulations, including but not limited to the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec, 6501 et seq.), the federal Health Insurance Portability and Accountability Act of

1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1).

Background Checks: YDC shall ensure that each worker, employee, volunteer, agent or representative that may be assigned to a project involving contact with children or that may be assigned to a contract school location has had a criminal history background check, and that said background check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. YDC must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until YCC complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by YDC, and as such, serves as a basis for the Newark Board of Education to immediately terminate the agreement.

Indemnification: In addition to any liability or obligation to the Board that may exist under any other provision of this MOU or by statute or otherwise, YDC shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by YDC or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of YDC, its agents, servants, employees, officers, partners, consultants or subcontractors.

Independent Entities: None of the provisions of this MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other,

Governing Law: This MOU shall be deemed to have been executed in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

Period of Agreement

This agreement/understanding will remain in effect for the academic year of 2021-2022. Either party may terminate this agreement *for cause or for convenience without penalty* after 30 days of written notification of intent. This agreement may be amended or modified by mutual written consent of authorized parties of YDC and the Board. Substantive modifications may need to also be approved by the relevant grantor(s).



Newark Board of Education Mark Kitzie, PsyD

Executive Director,

