



**LOS ANGELES UNIFIED SCHOOL DISTRICT  
POLICY BULLETIN**

**TITLE:** Establishing No-Cost Health, Non-Health and Mental Health Services MOUs and Agreements on School Campuses

**NUMBER:** BUL- 076705

**ISSUER:** Pia V. Escudero, Executive Director  
Student Health and Human Services

**DATE:** August 23, 2019

**ROUTING**  
All Locations

**PURPOSE:** This bulletin provides guidance to school personnel and outside Providers in establishing Agreements, Memorandum of Understanding (MOUs), Operating Agreements (OAs) and other No-Cost Agreements, for health care services and non-health services provided at Los Angeles Unified School District (L.A. Unified) school sites.

**MAJOR CHANGES:** This bulletin replaces BUL-1559, “Delivery of Volunteer Health and Mental Health Services to Students,” dated January 6, 2005 and BUL-Z-71, “Services to Students by Volunteer Physicians, Dentists and Optometrists,” dated July 1, 2001. It outlines the process of establishing volunteer health care services and non-health services on school sites, wellness centers, school based health centers, and other types of Agreements. Guidelines and assistance are provided to assist school administrators with the screening, selection, organization of services, and oversight of no-cost health, non-health and mental health service providers on their school campus.

**POLICY:** The Division of Student Health and Human Services (SHHS) has the responsibility to provide support to the instructional program and reduce barriers to the academic achievement of students. Schools are encouraged to collaborate with city, county and community-based service providers in order to provide school-based health and non-health services for improved child, youth, and family outcomes.

Health, non-health and mental health services provided by an outside provider or agency, at no cost to the District, are considered volunteer services. Any services that are provided at cost to the District cannot be provided through the Agreements described in this Bulletin, and must be negotiated through the appropriate District offices or departments (Procurement, Beyond the Bell, etc.). Volunteer services may be provided by health professionals (physicians, dentists, optometrists, nurses), mental health professionals (psychiatrists, psychologists, master level or licensed clinical social workers and master level or licensed marriage and family therapists) and non-



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health providers working through public and/or private agencies. All delivery of volunteer services must comply with applicable policies at the District, State, and Federal level, and most of these policies are referenced in the Agreements described in this Bulletin.

In order for a community-based agency or any non-District personnel to render no-cost health, non-health and mental health services on a school campus, a complete and executed Agreement (MOU, OA), and Service Delivery Application (SDA) must be on file with the Division of Student Health and Human Services. Volunteer services may not commence until the site administrator has received notification from the appropriate SHHS personnel that the SHHS Executive Director has approved the volunteer's application and executed the Agreement.

### Other types of Agreements and Contracts:

1. Contracts requiring payment to provider by the District (or vice versa) for services that are not covered by this Bulletin. Please refer to the Procurement and Contract Administration Division.
2. In most cases, Contracts for after-school and before-school enrichment services are not covered in this Bulletin. Please refer to the Beyond the Bell Branch at: <http://btb.lausd.net/>
3. One-time and Special Events are arranged through the Office of Risk Management. These might include health fairs or community events on campus.
4. Volunteer Coaches and Medical Attendants are not covered by this Bulletin. Please refer to the Interscholastic Athletic Department and BUL-6429.3 (or current version).
5. Research or evaluation that is conducted on campus or using District data must have prior approval through the Research Branch in the Office of Data and Accountability. Other arrangements may be necessary for services under the Agreements discussed in this Bulletin, such as a Data Use Agreement.
6. Providers who wish to present health education programs or curricula to be implemented in schools with students must have prior approval by the Health Education Unit in the Division of Instruction (DOI) in collaboration with SHHS.



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### **GUIDELINES: OVERVIEW OF THE NO-COST HEALTH, NON-HEALTH AND MENTAL HEALTH SERVICES MOU/AGREEMENT:**

#### **1. Definitions:**

- a. **Memorandum of Understanding (MOU)** for No-cost Health and Mental Health Services at District locations is an agreement between the provider of health or mental health services (provider) and the District. The MOU describes the agreed upon roles and responsibilities each party will play in the arrangement to meet a common goal. MOUs are generally used to describe an arrangement whereby the provider delivers health and/or mental health services at a school site in an ongoing and agreed-upon schedule. Provider is also expected to submit data as specified in the MOU. MOU's for health and mental health services are fully executed upon signature of all parties indicated, including the School Principal, Local District Superintendent and Executive Director of SHHS, with the support of the Organization Facilitator. MOUs may be for various terms, not to exceed five years.
- b. **Non-Health MOUs** are created when there is a request to enter into an agreement with an organization or agency who does not provide health care services. Non-Health MOUs are negotiated at the local level, and are executed under the authority of the School Principal, Local District Superintendent and Executive Director of SHHS, with the support of the Organization Facilitator.
- c. **Operating Agreement** for School Based Health Center or Wellness Center is an agreement between the health care Provider and the District for the delivery of services in a fixed and dedicated space on campus (school based health center, wellness center or other dedicated space). Operating Agreements include additional arrangements beyond an MOU, including an Occupancy Provision Exhibit that further defines the Provider's use of the dedicated space. Operating Agreements and the Occupancy Provisions are fully executed upon signature of all parties indicated, including the School Principal, Local District Superintendent and Executive Director of SHHS, with the support of the Organization Facilitator. Operating Agreements may be for various terms, not to exceed five years, unless specifically negotiated and approved by the Board of Education.
- d. **Service Delivery Application (SDA)** is an exhibit to an MOU or Operating Agreement that describes the detailed application submitted by the provider to an individual school site. The SDA lists the days and hours of operation, the provider personnel and the certification that



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each employee has been cleared to work with students, and details about the services offered at the school site. The SDA is executed upon signatures of all parties indicated, including the School Principal, Local District Superintendent, Local District Health or Mental Health Administrator (for Health and Mental Health Agreements), and the Organization Facilitator. SDAs are reviewed and renewed annually and due by October 7th, for each school. Providers are required to notify the Organization Facilitator and submit the required documentation when changes to services or personnel occur.

- e. **Affiliation Agreements** are created when there is a request from a University or professional learning institution to arrange for health professional students, interns or other trainees to be supervised by District personnel at District sites. The Affiliation Agreement is entered with the respective SHHS Unit that will be supervising the students, interns, or trainees (e.g., Wellness Programs, Nursing Services, School Mental Health, Pupil Services, etc.). Affiliation Agreements are negotiated at the Central level, and are executed under the authority of the SHHS Division Director, and SHHS Executive Director. If another office, division, or local district intends to enter into an Affiliation Agreement for health professional students, interns or other trainees, these agreements should be coordinated with the SHHS Division Director to ensure appropriate supervision, training, and no duplication.
- f. **Amendments** are created to change the terms of an established/existing agreement. MOUs and OA may have amendments for additional services, change in provider name, or extension of the term of agreement (not to exceed a total of five years). Amendments are in effect upon signature of the parties named in the referenced Agreement (MOU or OA), as described above.

### 2. Important Reminders:

- a. Volunteer health service providers, such as psychiatrists, psychologists, master level or licensed clinical social workers, master level or licensed marriage and family therapists, physicians, dentists, optometrists, and nurses must have current and appropriate state certification to perform services and must work within their scope of practice.
- b. Volunteers who are not state certified for independent practice **may not** be involved in the **unsupervised** delivery of health or mental health services. For example, persons earning hours to qualify for a license in Marriage and Family Therapy, Clinical Social Work, or Clinical



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Psychology or any other such license require supervision by an appropriate certified/licensed professional that is registered with the California Board of Behavioral Sciences (BBS). Non-licensed master-level clinicians (e.g., Associated Social Worker (ASW) and Marriage and Family Therapist (MFT) Interns) must have access to their clinical supervisor while rendering services on a school campus. Master-level graduate student interns/trainees may render mental health services only if their master-level licensed clinical supervisor is on campus at the same time as the services are rendered. Non-master-level staff (e.g., bachelor or undergraduate students) are not allowed to render mental health services to students on campus.

- c. Each school administrator, in schools where no-cost health, non-health service and mental health service providers are used, is responsible for the collaborative development of a SDA that describes the selection, service, supervision, and evaluation of volunteers. The application for health, non-health and mental health services must also address situations where a student requires a higher level of service that can or cannot be provided by the volunteer health, non-health and mental health service provider linked to schools. In these situations, the provider must work with the appropriate SHHS support staff to coordinate care such that appropriate pathways to higher-level care are identified, linked, and monitored. The provider shall notify the site administrator to ensure proper District protocols are in place.

### 3. Volunteer Health, Non-Health, and Mental Health Services Providers

- a. The responsibility for initial selection of a provider rests with the site administrator. Site administrators are encouraged to consult with SHHS support staff to assist with the selection, training, and supervision of volunteer health, non-health, and mental health service providers.
- b. SHHS certificated support staff must possess a Health Services or Pupil Personnel Services Credential (PPSC) to assist in the coordination of services and to provide technical assistance to volunteer health, non-health and mental health service providers. Collaboration between the provider and SHHS support staff **is required** in order to ensure appropriate integrated services to families are rendered and to avoid unnecessary duplication of services, and monitor services.
- c. Agency supervision and support must be available at all times to volunteer health service providers who are not state certified for independent practice.



## ROLES AND RESPONSIBILITIES

### 1. Administrator

- a. Assists with overall planning and oversees the selection of the provider of volunteer health, non-health and mental health services.
- b. Ensures that the provider has completed and turned in the agreement and the required documentation to the Organization Facilitator.
- c. Ensures the accurate completion of the SDA for the campus, and approves the application by signing the SDA on an annual basis.
- d. Supports a system of communication between the provider, the participating agency supervisor (if applicable), the school administration and staff, and the SHHS support staff member.
- e. Provides and reviews school policies and procedures, as well as District policies and procedures concerning child abuse, suicide prevention, reporting and confidentiality.
- f. Ensures that a signed parent/guardian or student consent is obtained prior to release of student information to the provider (if applicable).
- g. Assigns appropriate SHHS certificated support staff or if not available, a school level certificated support staff with a Health Services or PPSC to provide technical assistance. Under specific circumstances, such as in a Non-Health/Mental Health MOU, a non-certificated SHHS staff may be assigned, with approval of the Organization Facilitator.
- h. Ensures that a schedule and sign-in sheet is maintained as a record of attendance and knowledge of persons on the campus.
- i. Coordinates with the provider/agency to increase student access to services by supporting systems that promote effective referral, case management, and follow-up.

### 2. SHHS Certificated Support Staff or a School level Certificated Support Staff

- a. Serves as a liaison to provide technical assistance to the provider. Where there is no school staff person with the appropriate credential, the Organization Facilitator, with a Health Services or PPSC, will be responsible.
- b. Provides and reviews District policies and procedures with provider including, but not limited to, confidentiality, child abuse, suicidal behavior, and maintenance of records.
- c. Assists provider in completing the mandatory reporting procedures in situations concerning child abuse, suicidal behaviors or threat to self and/or others.
- d. Serves as a liaison between the provider and the site administrator regarding the status of the volunteer service and verification of documentation requirements.



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- e. Ensures that the provider attempts only tasks authorized by the SDA and as authorized by the provider's state certification or licensure.
- f. Consults with the provider on a regular basis concerning service goals, service integration, physical health services, and student progress. If volunteer is an intern, meets with supervisor from the partnering agency.

### **3. Organization Facilitator**

- a. Develops the agreement (MOU or OA) with the school site personnel, Local District, SHHS and provider/agency.
- b. Assists parties in the accurate and timely completion of the SDA. SDAs are renewed and updated annually for each site.
- c. Helps resolve issues related to liability and insurance, provider personnel clearances, communication and data sharing.
- d. Maintains copy of agreement and SDA in the District contract database.
- e. Verifies that the packet and documentation is complete and facilitates the submission to the Wellness Programs Department in SHHS.
- f. Communicates with school and provider/agency when the agreement is executed, and provides a copy of executed agreement to provider/agency.
- g. Collects data from provider on a regular basis, at least annually or more frequently as needed or directed.

### **4. Provider/Agency of Volunteer Health Services**

- a. Assists with the development of the agreement and the accurate and timely completion of the SDA. This includes:
  - i. Maintaining required insurance policies, including general liability, automobile, professional malpractice, sexual abuse and molestation, and workers' compensation.
  - ii. Producing Certificate(s) of Insurance with the Los Angeles Unified School District/Board of Education named as other insured.
  - iii. Fingerprint/Criminal background certification of all staff that are unlicensed or non-registered with a State Licensing Board.
  - iv. Tuberculosis clearance of all staff having more than limited contact with students within the 60 days before commencing services and every four years after.
- b. Commits to a regular schedule of service over the entire length of the program. Will update the SDA personnel page if there are any staff changes.
- c. Agrees to abide by L.A. Unified policies and procedures and review and orient all agency staff coming on campus about such:



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- Child Abuse
  - Suicide Prevention, Intervention, Postvention
  - Threat Assessment
  - Student Rights
- d. Takes direct action and immediately reports to the School Administrator and/or the SHHS support staff member for assistance when:
- i. A student engages in behavior or expresses a plan that would endanger another individual or group of individuals, including the commission of a crime, see BUL-5799.0, “Threat Assessment and Management (Student-to-Student, Student-to-Adult),” dated July 16, 2012.
  - ii. A student reveals suicidal ideation through communication or actions, see BUL-2673.3, “Suicide Prevention, Intervention and Postvention (Student),” dated February 12, 2018.
- e. Consults on a regular basis with SHHS support staff members.
- f. Provides an appropriate summary of students’ progress.
- g. Refrains from any verbal or written solicitation of students as private clients; i.e., flyers, advertisements, etc.
- h. Provides appropriate aggregate or de-identified data on a regular basis, at least annually or more frequently as needed or requested.

## RELATED

### RESOURCES:

BUL-6746.2 “Establishing and Administering School/Office Volunteer Programs,” dated January 11, 2019.

BUL-2637.3, “Suicide Prevention, Intervention and Postvention (Student),” dated February 12, 2018.

BUL-1347.4, “Child Abuse and Neglect Reporting Requirements,” dated September 28, 2018.

BUL-5799.0, “Threat Assessment and Management (Student-to-Student, Student-to-Adult),” dated July 16, 2012.

BUL-6429.3, “Athletic Rules and Regulations (Orange Book),” dated July 13, 2018.

BUL-3872.0, “Fingerprinting and Criminal Background Compliance for Contractors,” dated August 7, 2007.

Civic Center Permits: <https://achieve.lausd.net//site/Default.aspx?PageID=2792>

Special Events: <https://achieve.lausd.net//site/Default.aspx?PageID=6714>

### ASSISTANCE:

For additional information on relevant District policies, procedures, and resources, please contact the following SHHS offices:

Wellness Programs

(213) 241-3850





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Student Medical Services & Medi-Cal Programs	(213) 202-7584 or (213) 241-3872
School Mental Health, Crisis Counseling & Intervention Services	(213) 241-3841
Student Health and Human Services	(213) 241-3840