

ADAPT

Alcohol and Drug Abuse Prevention Team



7 GLENWOOD AVENUE,
SUITE 106
EAST ORANGE, NJ 07017
TEL: 973-677-2500
FAX: 973-673-5782

Memorandum of Understanding

Between:

Family Connections Inc.'s Alcohol & Drug Abuse Prevention Team (ADAPT) Coalition,
located at 7 Glenwood Avenue, East Orange, NJ 07017

and

Newark Public Board of Education, located at 765 Broad Street, Newark, NJ 07102

WHEREAS, the Newark Public Board of Education desires to utilize Family Connections' ADAPT Coalition's substance-use prevention programming to students throughout the school district, including, but not limited to, those at First Avenue School, Speedway Avenue Elementary School, Roberto Clemente Elementary School, and Elliot Street Elementary School.

SCOPE OF SERVICES

The goal of this Memorandum of Understanding (MOU) is to deliver FAMILY Connections' Alcohol & Drug Abuse Prevention Team (ADAPT)'s services to **Newark Public Board of Education** students at any school in the school district upon school request and district approval. Final authorization for assignment to specific schools shall be granted through the Student Support Services – Office of Student Life.

ADAPT works on different substance abuse prevention initiatives and youth development opportunities for school-aged youth. ADAPT's goal is to reduce and prevent substance abuse in Essex County by providing different services such as youth programming, workshops, technical assistance, and more.

One of ADAPT's initiatives is **We're Not Buying It (WNBI) 2.0**, a substance abuse prevention curriculum-based program that focuses on developing media literacy skills for middle school aged youth in grades six through eight. WNBI 2.0 uses researched and evaluated prevention education strategies to reduce and/or prevent early first use of alcohol, marijuana, prescription and over the counter medications.

ADAPT would like to collaborate with **Newark Public Board of Education** to bring **We're Not Buying It 2.0** to the students in grades six through eight. Lessons will be held once a week over a 6-week period and will be facilitated by a Certified Prevention Educator. The sessions include a mix of lecture, discussion, and activities designed to last 45 minutes to 1 hour each.

A second ADAPT initiative is **PreVenture**, an evidence-based prevention program that uses personality targeted interventions to promote mental health and skills development and delay youth substance use. It is designed to help at-risk youth ages 12-17 learn better coping

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mechanisms, weigh the consequences of their actions, make healthy decisions, and set long-term goals, channeling their personality towards achieving them. Motivational interviewing and cognitive behavioral therapy are used to help youth better understand and manage the aspects of their personalities associated with risky behaviors and substance use.

ADAPT would like to collaborate with **Newark Public Board of Education** to bring **PreVenture** to at-risk youth ages 12-17. The program requires parental consent, screening to identify program eligible youth using the Substance Use Risk Profile Scale (SURPS) brief survey, confidential invitation to eligible youth, and implementation of two 90-min workshops held at least one week apart or four 45-min workshops with sessions 3 and 4 scheduled at least one week apart. Group workshops will be led by formally trained facilitator/co-facilitator who will use a structured facilitator guide, Cognitive Behavioral Therapy (CBT) and Motivational Interviewing (MI) Techniques to facilitate small groups of youth (10 is the maximum number of students allowed per group). Students will be provided a workbook which will be collected at the end of each session but will be gifted to each student at the last session.

A third ADAPT Initiative is to provide **General Substance Abuse Prevention Workshops** for youth and school professionals. Topics include, but are not limited to, Underage Drinking; Underage Tobacco and Vape Use; Underage Cannabis Use; Prescription Drugs Misuse/Abuse; Wellness from the Inside Out (General Alcohol, Tobacco and Other Drugs); Self-Care and Wellness Tips; Healthy Relationships and Safe Boundaries.

In order to execute this MOU, Family Connections Inc.'s ADAPT Coalition and **Newark Public Board of Education** will agree to the following:

- Identify a school-level liaison to assist ADAPT in the logistics of the programming, including:
 - Duration of WNBI 2.0 (once a week over a 6-week period) and/or PreVenture (two 90-minute sessions or four 45-minute sessions)
 - Start & end date for each lesson
 - Number of students served per grade level

FAMILY Connections will act as the Lead or Managing Agency for the program. In this role, FAMILY Connections will be responsible for ensuring the delivery of all services and for compliance with all terms and conditions of the contract with the Substance Abuse and Mental Health Services Administration (SAMHSA). FAMILY Connections Inc. will also be responsible for costs associated with the programming, including staffing for the groups and supplies used during lessons.

In order for ADAPT to implement the group, **Newark Public Board of Education** will provide the following:

- Referrals of students to participate in the programming
- **For PreVenture:** Assist in the collection of consent forms, implementation of SURPS Survey, and communication to eligible youth.
- Provide adequate space to host lessons and workshops in-person or technological capacity for students if lessons held virtually (i.e., chromebooks, smartboards, etc.)
- Availability of school staff to provide support during the programming.

Additional Provisions

Fees. No monies will be exchanged between the parties for the services rendered or received under this MOU. It is expressly understood among the parties that the Board's voluntary involvement and participation in the Family Connections program does not require monetary payment of any kind from Newark Board of Education.

Term and Termination. The term of this MOU will be for one-year school year. Either party may terminate this MOU at any time for convenience and without penalty upon 20-days written notice to the other party.

Insurance. Prior to the start of work, Family Connections (and if applicable, their sub-contractors) must ensure that the following insurance coverage's are in place for the duration of the agreement. Family Connections will secure the required insurance at its own expense. The Certificate of Insurance must contain the following information: Name of Insurance Company, insurance policy number, policy period, limits of liability, deductibles if any. The "Board of Education of the City of Newark" is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance. Insurance coverage will be as follows:

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit

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. Prior to the start of work, Family Connections shall ensure that each worker 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. or from having contact with school children. Family Connections will ensure that said background checks are completed no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until Family Connections complies with the requirements of this section. Failure to ensure that criminal history background check(s) have been performed within said time limitation shall be deemed a material breach of this agreement by Family Connections, and as such, serves as a basis for the Board to immediately terminate this Agreement.

Indemnification. In addition to any liability or obligation to the Board that may exist under any other provision of this Agreement, the MOU or by statute or otherwise, Family Connections shall be liable to and hereby agrees to indemnify, save and hold harmless 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 Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Family Connections 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 Family Connections, its agents, servants, employees, officers, partners, consultants or subcontractors.

Independent Entities. None of the provisions of this Agreement or the 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 Agreement and the 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 the State of New Jersey

Survivability. If any provision of this Agreement or MOU is held by a court of competent jurisdiction, or determined under applicable federal or state law to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

Compliance with Board Policies and Procedures - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether. As such, the Partner will be required to provide the Board's contact with reports at the end of every quarter containing the following information: (1) Which schools were serviced that quarter, (2) The number and names of the students at each school who were serviced that quarter, (3) How many times each student was serviced that quarter, (4) How long was the individual session for each student

every time they were serviced that quarter. (5) How many group sessions were conducted at each school that quarter, what number of participants, and what topics.

Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

It is understood by both parties that this collaboration is contingent upon approval by the **Newark Public Board of Education.**

ADAPT Senior Manager's Signature

Dawn Haynes, Board President
Newark Board of Education

Date

Date