

**Memorandum of Agreement #549-M0910
between Black Oak Mine Unified School District
and the El Dorado County Health Services Department, Mental Health Division**

The El Dorado County Health Services Department, Mental Health Division (MHD) will provide the following services to the Black Oak Mine Unified School District (BOMUSD):

1. El Dorado County Health Services Department, Mental Health Division (MHD), will participate in meetings of the Family and School Support Team (FASST) of the Black Oak Mine Unified School District (BOMUSD) for the Elementary/Middle School Counseling Grant, which was funded to BOMUSD through the U.S. Department of Education. FASST meetings will be limited to 4 times per year and will include the following:
 - a. MHD coordination with BOMUSD to link mental health services with those provided by or through the Elementary/Middle School Counseling Grant (Project) to avoid duplication.
 - b. MHD collaboration with the BOMUSD to increase mental health services for children and families in the community served by the BOMUSD.
 - c. MHD training and input to the Project in the development of procedures for psychiatric emergencies and the training of staff/providers in these procedures as necessary.
 - d. MHD collaboration with other Project partners to improve outreach and identification of children and their families who require services to improve the psychosocial and emotional outcomes of children.
2. MHD will conduct quarterly case management meetings with providers contracted for counseling services and those counselors within BOMUSD. These agencies are Family Connections, El Dorado, Inc. and New Morning Youth and Family Services. These case management meetings will be scheduled and facilitated by MHD. The quarterly meetings may be held directly following the FASST meetings.
3. MHD will accept referrals from the Project for parents and/or children who are eligible for County mental health services or who are eligible for special needs services as defined in California Government Code, Title I, Division 7, Chapter 26.5.

General Provisions:

1. This Agreement shall become effective September 1, 2009 and shall expire on June 30, 2011.
2. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.
3. This agreement can be amended at any time during the Project term, subject to mutual consent of the parties, and approval by the grantor, U.S. Department of Education, as required. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.
4. This agreement is contingent upon continued receipt of funding from the U.S. Department of Education. Should funding be canceled, this Agreement may be canceled in its entirety, subject to payment for services performed prior to cancellation.
5. BOMUSD agrees to indemnify, defend and save harmless MHD, its officers, agents and employees, from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with BOMUSD's performance of this Agreement.
MHD agrees to indemnify, defend and save harmless BOMUSD, its officers, agents, and employees from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with MHD's performance of this Agreement.
6. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to MHD shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as MHD directs.

Notices to BOMUSD shall be addressed as follows:

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
P.O. BOX 4510
GEORGETOWN, CA 95634
ATTN: DEBBI HERR**

or to such other location as BOMUSD directs.


7. Both parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this MOU.
8. All data, together with any knowledge otherwise acquired by either party during the performance of services provided pursuant to this Agreement, shall be treated by either party's staff as confidential information. Neither party shall disclose or use, directly or indirectly, at any time, any such confidential information. If either party receives any individually identifiable health information ("Protected Health Information" or "PHI"), the party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.
9. Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice without cause. If such prior termination is effected, BOMUSD will pay MHD for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which BOMUSD may agree to in writing as necessary for contract resolution. In no event, however, shall BOMUSD be obligated to pay more than the total amount of the contract. Upon Notice of Termination, MHD shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Compensation for Services

BOMUSD agrees to pay MHD for services as noted in this agreement. The District agrees to pay quarterly as noted below.

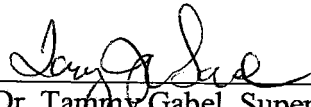
1. MHD will bill BOMUSD quarterly, up to a total of \$4,000 annually, for services in this agreement and according to fiscal years as follows:
 - Year one: July 1, 2009 through June 30, 2010
 - Year two: July 1, 2010 through June 30, 2011
2. Copies of related time sheets will be included with quarterly billings.
3. County will bill for services provided by MHD staff at rates developed consistent with the budget using appropriate Office of Management and Budget (OMB 87) Cost Principles for State, Local and Indian Tribal Governments.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Date: 9-3-09
Neda West, Director
Health Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- BLACK OAK MINE UNIFIED SCHOOL DISTRICT --



Dr. Tammy Gabel, Superintendent

10/6/09

Date

-- COUNTY OF EL DORADO --

Date: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____