

MEMORANDUM OF UNDERSTANDING
#170-MHD1009

Between

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

and

**EL DORADO COUNTY HEALTH SERVICES DEPARTMENT,
MENTAL HEALTH DIVISION**

This Memorandum of Understanding (“MOU”), made and entered into by and between Black Oak Mine Unified School District, (hereinafter referred to as “BOMUSD”), and the County of El Dorado, a political subdivision of the State of California, through its Health Services Department, Mental Health Division (hereinafter referred to as “MHD”);

RECITALS

WHEREAS, BOMUSD and MHD have collaboratively determined that it is necessary to provide specialty mental health services to assure that those individual students diagnosed with exceptional needs according to CA Government Code Chapter 26.5 have the opportunity to achieve a higher level of psychological, social and educational functioning in school; and

WHEREAS, MHD as the local agency designated to provide specialty mental health services in schools, requires a collaborative agreement with BOMUSD to facilitate the provision of those services; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article I. Term:

This Agreement shall be effective March 30, 2010 and shall expire June 30, 2012, unless terminated earlier pursuant to provisions of Article VIII herein.

Article II. Scope Of Services:

MHD and BOMUSD each agree to furnish facilities, personnel and services consistent with Exhibit "A" marked "Description of Services and Responsibilities," incorporated herein and made by reference a part hereof.

Article III. Compensation for Services:

There is no remuneration associated with this Agreement.

Article IV. Indemnity:

MHD shall defend, indemnify, and hold BOMUSD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, BOMUSD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the MHD'S services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of BOMUSD, MHD, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of BOMUSD, its officers and employees, or as expressly prescribed by statute. This duty of MHD to indemnify and save BOMUSD harmless includes the duties to defend set forth in California Civil Code Section 2778.

BOMUSD shall defend, indemnify, and hold MHD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, MHD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with BOMUSD'S services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of MHD, BOMUSD, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of MHD, its officers and employees, or as expressly prescribed by statute. This duty of BOMUSD to indemnify and save MHD harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article V. HIPAA Compliance:

All data, together with any knowledge otherwise acquired by parties during the performance of services provided pursuant to this Agreement, shall be treated by parties and parties' staff as confidential information. Parties shall not 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.

Article VI. Mandated Reporter Requirements:

Both parties acknowledge and agree to comply with mandated reporter requirements pursuant to the provisions of California Penal Code Section 11164 et seq, also known as The Child Abuse and Neglect Reporting Act.

Article VII. Changes to Agreement:

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VIII. Termination:

Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice without cause. Upon Notice of Termination, parties 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.

Article IX. Insurance:

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.

Article X. Notice to Parties:

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 the MHD directs.

Notices to BOMUSD shall be addressed as follows:

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
P.O. BOX 4510
GEORGETOWN, CA 95634
ATTN: TAMMY GABEL, SUPERINTENDENT**

or to such other location as the BOMUSD directs.

Article XI. Administrator:

The MHD Officer or employee with responsibility for administering this Agreement is Barry Wasserman, Manager of Mental Health Programs, Health Services Department, Mental Health Division, or successor.

REQUESTING DEPARTMENT HEAD CONCURRENCE:



Neda West, Director
Health Services Department

1-13-10

Date

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

-- BLACK OAK MINE UNIFIED SCHOOL DISTRICT --



Dr. Tammy Gabel
Superintendent

1/20/10

Date

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Ron Briggs, Chairman
Board of Supervisors

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

By: _____ Date: _____
Deputy Clerk

EXHIBIT "A"

Description of Services and Responsibilities

Mental Health Division (MHD) will provide the following services at no cost to the Black Oak Mine Unified School District (BOMUSD):

1. MHD will provide qualified therapists to work with individual students and their families as identified in the student Individualized Education Plan (IEP) in the Black Oak Mine Unified School District (BOMUSD).
2. MHD will provide supervision of therapists serving BOMUSD students and families.
3. Therapists will abide by the State Education Code in providing BOMUSD with verification of therapist's fingerprint clearance from the California Department of Justice.
4. MHD will coordinate with appropriate BOMUSD staff as determined necessary by the assigned therapist and in conjunction with the student IEP goals and objectives regarding specialty mental health services to be provided.
5. MHD will retain ownership of all client files. BOMUSD staff will have the right to access the information contained in client files should the parent or guardian so authorize via a written and signed information release form.
6. Confidentiality Protocol: everything discussed in counseling sessions is confidential with the following exceptions:
 - In the event it becomes known that there is a reasonable suspicion that physical, emotional or sexual abuse or neglect of a student has occurred or is occurring.
 - If there is reasonable suspicion that the student is intending to commit suicide or harm someone else or property in any way.
 - If there is a release signed by the parent or guardian allowing information to be provided to another person or agency.
7. If requested by BOMUSD, MHD will provide a copy of the CA Board of Behavioral Sciences laws regarding confidentiality to the Superintendent of BOMUSD and to the BOMUSD Director of School Health and Safety.

BOMUSD agrees to the following:

1. MHD therapists will be provided a room in which to conduct CA Government Code Chapter 26.5 or other client counseling sessions. Services for any BOMUSD students requiring them will be provided at the Divide High School counseling room on Mondays and Fridays.
2. BOMUSD will provide MHD with a copy of the Divide High School Emergency Response/Crisis plan.