

**El Dorado County Health Services Department, Mental Health Division (MHD)
And
El Dorado Union High School District (EDUHSD)**

**Non-Financial Memorandum of Understanding
#749-M0910
School-Based Mental Health Counseling**

MHD will provide the following services at no cost to the EDUHSD:

1. MHD will provide qualified therapists to work with individual students and their families as identified in the student Individual Education Plan (IEP) in the El Dorado Union High School District (EDUHSD).
2. MHD will provide supervision of therapists serving EDUHSD students and families.
3. Therapists will abide by the state education code and EDUHSD with verification of therapist's fingerprint clearance from the California Department of Justice.
4. MHD will coordinate with appropriate EDUHSD staff as determined necessary by therapist and in conjunction with the student IEP goals and objectives regarding mental health needs.
5. MHD will retain ownership of all client files. EDUHSD staff will have the right to access the information contained in client files should the client 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 signed release of information with another person or agency.
7. If requested by EDUHSD, MHD will provide a copy of the Board of Behavioral Sciences laws regarding confidentiality to the Associate Superintendent, Business Services.

EDUHSD agrees to the following:

1. MHD therapists and the individual school sites will negotiate space in which to conduct 26.5 or other client counseling sessions.
2. An Emergency Response Site Plan for each site will be made available for review by MHD officials.

Term:

This MOU shall become effective when fully executed by both parties hereto and shall expire June 30, 2012.

Indemnity:

EDUHSD agrees to indemnify, defend and save harmless County, 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 EDUHSD's performance of this Agreement.

MHD agrees to indemnify, defend and save harmless EDUHSD, 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.

Administrator:

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

Changes to MOU:

This MOU 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.

Termination:

Either party may terminate this MOU in whole or in part upon thirty (30) calendar day's written notice without cause.

Insurance:

Both parties are self-insured and shall provide a memorandum of coverage if requested to do so during the term of this MOU.

Notices:

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 EDUHSD shall be addressed as follows:

EL DORADO UNION HIGH SCHOOL DISTRICT
4675 MISSOURI FLAT ROAD
PLACERVILLE, CA 95667
ATTN: STEPHEN LUHRS
ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

Or to such other location as the EDUHSD directs.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 

Neda West, Director
Health Services Department

Dated: 5-6-09

Authorized Signatures:

The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chairman
Board of Supervisors
"County"

ATTEST:

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

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

EL DORADO UNION HIGH SCHOOL DISTRICT



Date: 5/12/09

**Stephen Luhrs
Associate Superintendent, Business Services**