

MEMORANDUM OF UNDERSTANDING CALEXICO UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter "MOU") is made and entered into on _____, 2017, by and between the County of Imperial, a political subdivision of the State of California, by and through the Imperial County Department of Behavioral Health Services ("ICBHS"), and Calexico Unified School District, hereinafter ("DISTRICT"). The purpose of this MOU is for ICBHS to provide Youth and Young Adult Program, ("YAYA"), to the following school sites:

- ▶ **Aurora High School** located at: 1391 Kloke Ave., Calexico, CA 92231;
- ▶ **Calexico High School 9th Grade** located at: 824 Blair Avenue, Calexico, CA 92231;
- ▶ **Calexico High School** located at: 1030 Encinas Avenue, Calexico, CA 92231,

hereinafter ("SCHOOLS"). The YAYA program provides school site alcohol and drug counseling to students and/or their families. There will be no cost to either agency. The parties are in agreement to the following:

1. Responsibilities-SCHOOLS

SCHOOLS shall:

- a. Provide on site administrative supervision.
- b. Make available a room to be used as an office to conduct confidential group, individual and/or family counseling.
- c. Give consent to ICBHS-YAYA to provide counseling sessions based on a minimum of fifty (50) minutes per individual session or ninety (90) min per group session.
- d. Obtain fire clearance to meet licensing regulations.
- e. Help in making the students, family and community aware of the services offered.
- f. Obtain any needed authorization from the School board and/or citizen group to allow operation of the counseling program.
- g. Obtain any needed use permits, or zoning permits required by the city/county.
- h. Provide the counselor with a telephone, access to fax, and take messages when the counselor is not available.
- i. Provide assistance in getting students out of class to attend counseling sessions.
- j. Provide audiovisual equipment to counselor on an "as needed" basis.

2. Responsibilities – ICBHS-YAYA

ICBHS-YAYA shall:

- a) Ensure that fingerprinting and a background check is conducted for all clinic staff that provides services at the school.
 - b) Provide a substance abuse counselor to conduct counseling sessions at the Schools.
 - c) Conduct individual, group and/or family sessions at the School sites on a regular basis.
 - d) Provide counseling sessions based on a minimum of fifty (50) minutes per individual session or ninety (90) minutes per group session.
 - e) Provide clinical supervision to the substance abuse counselor.
 - f) Determine the financial eligibility for each student and do the billing of clients, insurance and/or Medi-Cal.
 - g) Supply a locking file for storage of confidential charts and other material.
 - h) Make students, family and the community aware of the services offered.
 - i) Provide information and referral for higher levels of care if needed.
 - j) Provide prevention education on alcohol and drug use to school personnel and staff as part of prevention activities.
3. **Cost of Service:** The SCHOOLS will supply the room to be used for counseling and the other items listed above at no cost to ICBHS-YAYA. ICBHS-YAYA will not bill the SCHOOLS for services provided to the students.
4. **Term:** This agreement shall commence **July 1, 2017** and shall remain in full force and effect until **June 30, 2018**.
5. **Extension:** The parties hereto may extend this agreement upon the same terms and conditions for a period of ninety (90) days after the end of the fiscal year for which this agreement is executed upon mutual written agreement executed prior to the end of said fiscal year.
6. **Records:** ICBHS-YAYA agrees to retain records for services performed under this agreement for at least three (3) years from the end of the fiscal year during which said services were performed, or four (4) years after all federal, state and/or county audits are completed for the fiscal year, whichever is later. In addition, records for minors shall be kept at least one (1) year after the minor has reached the age of eighteen (18). Upon written

request, ICBHS-YAYA shall make available these records to other County, State or Federal personnel if required by law.

7. **Communications**: Any communications to ICBHS-YAYA under this agreement shall be addressed to:

Andrea Kuhlen, Director
Imperial County Behavioral Health
202 N. Eighth Street
El Centro, CA 92243

ICBHS shall direct all its communications regarding this agreement to:

Juan Moreno, Principal
Aurora High School
1391 Klope Avenue
Calexico, CA 92231

Gabriela Williams-Ballesteros, Principal
Calexico High School 9th Grade
824 Blair Avenue
Calexico, CA 92231

Gabriela Williams-Ballesteros, Principal
Calexico High School
1030 Encinas Avenue
Calexico, CA 92231

8. **Non-Assignability**: The SCHOOLS shall not assign, transfer, convey or sub-contract any interest in or to this agreement without the express written concurrence by ICBHS-YAYA.
9. **Cancellation**: ICBHS-YAYA may terminate this agreement at any time for any reason, by giving written notice to the SCHOOLS thirty (30) days prior to the date of termination. The SCHOOLS may cancel this agreement at any time for any reason, by giving thirty (30) days written notice thereof to ICBHS-YAYA. Either party may immediately terminate this agreement when the other has failed or refused to comply with the terms and/or conditions of this agreement.
10. **Amendment**: Notwithstanding any of the foregoing provisions, this agreement may be changed or amended at any time upon mutual written agreement of both parties.
11. **Indemnity**: SCHOOLS shall indemnify and hold harmless ICBHS-YAYA from and against any and all claims arising from the use of the SCHOOLS' rooms or from any activity, work or things done, permitted or suffered by the SCHOOLS. SCHOOLS shall further indemnify and hold harmless ICBHS-YAYA from and against any and all claims arising from any breach or default or from any negligence of the SCHOOLS.

IN THE WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below.

COUNTY OF IMPERIAL:

**CALEXICO UNIFIED
SCHOOL DISTRICT:**

By: _____
Michael W. Kelley, Chairman
Board of Supervisors

By: _____
Maria Ambriz, Superintendent
Calexico Unified School District

ATTEST:

APPROVED AS TO FORM:
Katherine Turner
County Counsel

Blanca Acosta,
Clerk of the Board of Supervisors

By: _____
Layla Sarwari, Deputy County
Counsel

**IMPERIAL COUNTY
BEHAVIORAL HEALTH SERVICES
YOUTH AND YOUNG ADULT PROGRAM**

By: _____
Andrea Kuhlen, Director
Imperial County Behavioral Health