

**Santa Rosa City Schools and Sonoma County Office of Education  
Memorandum of Understanding  
Concerning Mental Health Counseling Services**

This Memorandum of Understanding (MOU) is entered into May 25, 2022 by and between Santa Rosa City Schools (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SCOE Fieldwork Trainees (hereinafter Trainees) to provide counseling services to students at district school sites.

The SCOE Field Education Program, an initiative of SCOE's Behavioral Health Department, seeks to provide a high quality, hands-on learning experience for Masters level MSW, MFT, LPCC and/or PPSC Trainees, increase counseling support for students, and provide these services free of charge to districts.

Trainees will be recruited, hired, and supervised by SCOE Program Coordinators (hereinafter Program Coordinators). Program Coordinators will provide clinical supervision of Trainees (per BBS requirements) and assume the responsibilities of a Field Instructor (per University requirements).

The District will assign an on-site supervisor (hereinafter Site Supervisor) to provide support specific to the site, ensuring a caseload and confidential, private space are available to the Trainee.

**Sonoma County Office of Education will:**

- Provide qualified Master's Level Trainees to provide mental health services to Santa Rosa City Schools. Services provided by Trainees may include group and individual therapy sessions. Trainees may also provide staff consultation and family support as needed.
  - Trainees may provide telehealth services to students when needed including, but not limited to, distant learning while in the global COVID-19 pandemic and school cancellations due to smoke and evacuations (consistent with California Board of Behavioral Sciences guidelines)
- Provide clinical supervision and case-consultation meetings for Trainees on a weekly basis as appropriate.
- Ensure that the Trainee(s) follows the legal, ethical, and professional guidelines of the Mental Health Profession.

- Ensure that the Trainee is fingerprinted and cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SCOE.
- Ensure that the Trainee has received testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SCOE.
- Ensure that the scope of responsibilities of the Trainee are consistent with the school's needs and the Trainee's level of training and experience.
- Ensure that the Trainee maintains Personal Liability Insurance for the duration of the fieldwork placement.
- Ensure that the Trainee responds to the students at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Provide to the District an annual report identifying the number of students served by school, program offered and progress.
- Ensure that its employees receive training in the area of mandated child abuse reporting. The District may request verification from the Contractor of adherence to these requirements at any time during the term of the contract.
- Ensure Trainees provide monthly updates to assigned site supervisors (generally school counselors or district mental health providers) in order to secure continuity of care, including Discharge Summary at termination of services.
- Allow Trainees to participate as appropriate in 504/IEP Meetings *or* pass on information to assigned clinical representative.
- Provide services at no cost to the District.

**The District will:**

- Identify each school campus where Trainees will provide services, and provide a private room at each of these campuses for the use of Trainees when school is in-person.
- Keep in regular communication with Program Coordinators concerning the needs of the schools and degree to which each Trainee is meeting those needs.

- Support Trainees with on-campus needs and consultation regarding District policies and procedures.
  - Referral procedures
  - Crisis response protocol
  - Communications expectations (with caregivers, site staff, admin, etc)
- Provide each Trainee with sufficient hours per week of fieldwork experience to meet each Trainee's university requirement.
- Allow a designated Site Supervisor to provide at least thirty minutes of weekly site-support to their assigned Trainee. The content of site support will be determined by the needs of the Trainee and the Site Supervisor.
- Create opportunities for Trainees to participate in activities beyond direct counseling, including, but not limited to the following:
  - Staff meetings
  - SST/IEP/COST meetings
  - Community events
- Notify the Program Coordinators in a timely manner of any difficulties in the work performance of the Trainee.
- Provide necessary progress reports and evaluations of the student's performance at the fieldwork setting to the Program Coordinator.
- Allow for the Program Coordinator to provide one hour of clinical supervision to the Trainee on site each week as appropriate.

**Terms:** The effective date of this agreement is September 1, 2022 through June 30, 2023

**Cancellations:** This agreement may be terminated by either party with thirty (30) days written notice of the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both parties.

**Indemnification:** Either of the Parties to this Agreement will defend, indemnify and hold harmless (the "Indemnifying Party") the other party and its officers, directors, shareholders and employees (the "Indemnified Party") from and against any third party claim, demand, suit, or other action alleging injury, loss, expense (including, but not limited to, reasonable attorney's fees) or damage of whatever nature and description arising directly and proximately out of the Indemnifying Party's negligence or willful misconduct or breach of a material provision of this Agreement, provided the Indemnifying Party is promptly notified, given assistance as reasonably requested, and permitted to direct the defense.

**Force Majeure:** In the event that any cause beyond the reasonable control of either party make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this Agreement, the affected party's performance will be extended without liability for the period of delay or inability to perform due to such occurrence.

**Entire Agreement:** This Agreement is the entire agreement of the Parties and supersedes any prior written or oral agreements. This Agreement will be subject to modification through amendment at any time upon the mutual assent of the Parties. Any such amendment will be in writing, will identify the provisions of this Agreement that are to be amended, will specify a date in effect, and will be signed by authorized representatives of the Parties. This Agreement is a negotiated document deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation will apply against either of the Parties based on a contention that the Agreement was drafted.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one party asserts an action relating to or arising out of this Agreement or the breach thereof, that party will commence the action in the principal place of residence or business of the other party to this Agreement.

**Independent Contractor:** This Agreement will not be construed to establish an employee-employer relationship by or between the Parties. We are not an agent of you, and, other than set forth in this Agreement, are not affiliated with you in any way. We retain the right to perform a similar Scope of Work for other clients at any time.

**Severability Waiver:** If any provision of this Agreement is held invalid by any law, rule order or regulation of any government, or by the final determination of any state or federal court of valid jurisdiction, such invalidity will not affect the enforceability of any other provisions not held to be invalid. No waiver by either of the Parties of any of its rights under this Agreement will be deemed to be a waiver of any future right under this Agreement.

**Insurance Limits:** Each party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.



**Sonoma County**  
Office of Education

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

-SONOMA COUNTY OFFICE OF EDUCATION-

_____	_____
Authorized Signature	Date
_____	
Name and Title	

-DISTRICT-

_____	_____
Authorized Signature	Date
_____	
Name and Title	

_____	_____
Authorized Signature	Date
_____	
Name and Title	