



PASO ROBLES

JOINT UNIFIED SCHOOL DISTRICT
THE DISTRICT OF EXCELLENCE

SUPERINTENDENT: CHRIS WILLIAMS
800 NIBLICK ROAD
PASO ROBLES, CA 93446
Tel: (805) 769-1000 Fax: (805) 237-3339
WWW.PASOSCHOOLS.ORG

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL SERVICES
INDEPENDENT CONTRACTOR

THIS AGREEMENT is entered into by and between the Transitions-Mental Health Association (hereinafter referred to as "TMHA"), and Paso Robles Joint Unified School District, (hereinafter referred to as "District").

IT IS AGREED THAT:

- I. TMHA will provide the services as set forth in Section I of this agreement in coordination with the Superintendent or his/her designee.
 - a. Adjunct Tier 2 socio-emotional supports at PRJUSD 7-12 school sites provided by a Mental Health Partner employed by TMHA. The identified sites for service may include: Paso Robles High School, Liberty/Independence High School and Paso Robles Community School. The service will be provided 1 day per week with up to 4 sessions in a day.
 - b. See Exhibit A for details
- II. This agreement shall be for a one year period, commencing on the 1st day of September 2018 and ending on the 30th day of June 2019-- during the 2018-2019 school year.
- III. The agreement of services provided by TMHA will be at no cost to the district. There will be no fees or payments for such services.
- IV. Advanced notice of changes in funding, if required, will be provided by TMHA to District so that such changes can be accounted for and not detrimental to student success.
- V. Direct services will be rendered by a Mental Health Partner, employed by TMHA. Such person is not able to provide mental health therapy to students. The Mental Health Partner will obtain a wear an identification badge and will sign in and out of school sites as assigned. They must meet all hiring requirements of TMHA, which include fingerprint and TB clearance.
- VI. TMHA shall not assign or transfer in any way his or her interest or obligation under this agreement without the written consent of the Superintendent of his/her designee.



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- VII. This agreement may be amended or modified at any time by mutual agreement of the parties in writing.
- VIII. It is understood and agreed that TMHA is at all times an independent entity and neither he/she nor his/her employees are employees of PRJUSD.
- IX. TMHA agrees to notify his/her school employer (if employed by a school district, county superintendent or other school entity) of this agreement and the dates upon which he/she intends to perform pursuant to this agreement. TMHA agrees not to accept any salary from his/her school employer while performing services pursuant to this agreement.
- X. Hold Harmless. The PRJUSD agrees to defend, indemnify and hold harmless the TMHA, its officers and employees from and against any and all claims, demands, damages, costs, expenses judgments, cause of action and liability which may be incurred to persons or property arising out of this contract or attempted performance of the provisions hereof but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or wrongful acts of TMHA, its officers, agents and employees. TMHA agrees to defend, indemnify and hold harmless the PRJUSD its officers and employees from and against any and all claims, demands, damages, costs, expenses judgments, cause of action and liability which may be incurred to persons or property arising out of this contract or attempted performance of the provisions hereof but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or wrongful acts of PRJUSD, its officers, agents and employees.
- XI. Services provided by TMHA are confidential in nature. Confidential information obtained by PRJUSD, its officers, agents or employees, in the course of receiving services under this contract, including without limitation, the identity of program participants or the fact that services are being provided, may not be disclosed unless PRJUSD secures prior written authorization from the TMHA. PRJUSD and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, and any other applicable Federal, State or local laws, regulations, directives or guidelines. Likewise, services provided by PRJUSD are confidential in nature. Confidential information obtained by TMHA, its officers, agents or employees, in the course of receiving services under this contract, including without limitation, the identity of program participants or the fact that services are being provided, may not be disclosed unless TMHA secures prior written authorization from the PRJUSD.



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XII. Records.

- a. TMHA shall keep complete accurate records as required by law for the services performed pursuant to this Contract. Those records shall only be releasable in accordance with appropriate provisions of law.
- b. TMHA shall assure the confidentiality of any records that are required by law to be so maintained. TMHA records are to be kept with the Mental Health Partner in a safe and secure location.
- c. HIPPA. TMHA shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPPA). TMHA shall train all its personnel regarding the requirements of the Act. TMHA shall implement all privacy protections to individual's identifiable protected health information.

Respectfully Submitted,

Chris Williams, Ed.D., Superintendent
Paso Robles Joint Unified School District (School District 602)
800 Niblick Road
Paso Robles, CA 93446

Date: _____

And to TMHA at:

Michael Kaplan, Fund Development Manager
Transitions Mental-Health Association (TMHA)
784 High St,
San Luis Obispo, CA 93401

Date: _____



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EXHIBIT A

Agency Overview:

Transition Mental Health Association is a non-profit organization serving San Luis Obispo and North Santa Barbara Counties. TMHA is dedicated to eliminating stigma and promoting recovery and wellness for people with mental illness through work, housing, community, and family support services.

CCC On-Campus Counselor Role Description:

The Mental Health Partner (MHP) function as a liaison with students, faculty, counselors on campus, Community-Based Therapeutic Service, County Mental Health staff, and other service providers. This position provides emotional support, education, information, referrals, and community outreach for students with emotional and mental challenges, as well as faculty and administrators seeking advice. In addition, the Mental Health Partner provides training and mental health education within select classrooms.

The MHP role will also provide on-site small group sessions (6-10 students) for identified students to grow and develop coping strategies for increased educational success. PRJUSD will identify appropriate students based on numerous referral avenues (self, teacher, staff, parent, and peer) and work to obtain permission for the student to access the MHP through small group sessions.

- Emotional Processing: students will have the opportunity to process through what is going on in their life and get support from the facilitator and peers
- Coping Skills: teaching and facilitating different coping techniques through practice and application

Function of Purpose:

1. Act as a resource and support for students with emotional or mental health challenges
2. Assist students in navigating resources, support services and educational materials relating to mental illness, providing linkage/referral when necessary
3. Provide resources and in-class participation within select classes
4. Provide and maintain brochure supplies and information in the community
5. Provide follow up surveys to all program participants
6. Protect the privacy and confidentiality of participants
7. Develop knowledge of community resources in order to refer participants when needed

In addition, TMHA members will be responsible for providing presentations using the "New Perspectives" curriculum within the assigned classes at PRJUSD schools. TMHA members will lead and facilitate the discussion to students and provide students requiring additional supports an opportunity to connect with identified site based personnel during or after the sessions.