

LOS ANGELES COUNTY OFFICE OF EDUCATION

MEMORANDUM OF UNDERSTANDING
MENTAL HEALTH AND WELLNESS SERVICES

This Agreement is made and entered into by and between the Los Angeles County Office of Education, ("LACOE") and William S. Hart Union High School District, ("the District"). It is effective at the time set forth.

RECITAL

The purpose of this MOU is to provide supplemental services from LACOE to District employees, at no cost to the District or its employees.

LACOE has traditionally provided services through its EASE program, a specialized Employee Assistance Program (EAP) focused on employees in the educational sector. EASE is a confidential and voluntary service offering professional counseling, consultation and education to district employees. The program is designed to assist employees struggling with work-related and personal concerns which may be adversely affecting the employee.

Under this Memorandum of Understanding, LACOE will be offering similar counselling services, using services normally available through its EASE program, to District employees at no cost.

NOW THEREFORE, the parties to this agreement mutually agree as follows:

1. PARTIES

This is an agreement between LACOE and District for services for the District's employees. Employees who receive the counselling services will sign an individual services agreement.

2. TERM OF THIS AGREEMENT

This Agreement shall be effective January 4, 2022 and continue in effect until September 30, 2024, or unless the funds allocated for the services are exhausted sooner.

3. ADMINISTRATION

LACOE is hereby designated to administer the provisions of this Agreement at no cost to the Districts.

4. SERVICES TO BE PROVIDED

LACOE will, either directly, by contract, or employment of staff, perform the following services to the parties:

- a. Assist employees who have personal problems affecting employee job performance by:

- Confidential interviewing and counseling for up to five sessions at no cost to the District or employee;
 - Evaluating their problems and discussing with them treatment and/or counseling options;
 - Referring them to appropriate private or public agencies for treatment; and,
 - Providing them with appropriate information.
- b. Assist management and/or supervisory personnel in dealing with employees with possible personal problems by providing:
- Confidential consultation;
 - Workshops and in-service meetings on the early recognition of employees with problems affecting their job performance and on appropriate intervention;
 - Value-added services such as psycho-educational workshops for employees on stress management, anger management, communication, self-care, grief and loss, and crisis counseling and debriefings; and,
 - Other appropriate information.

5. AMENDMENTS

This Agreement may be amended by agreement of the parties, provided that any amendment is compatible with the purposes of this Agreement. Any such amendment shall be effective upon the date of execution.

6. SEVERABILITY CLAUSE

Should any portion, term, condition, or provision of this agreement be finally adjudged by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

7. INDEMNIFICATION AND HOLD HARMLESS

In accordance with the provisions of Government Code section 895.4, each party agrees to and does hereby indemnify and hold harmless each other party, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of a negligent or wrongful act or omission of the indemnifying party, or officer, agent, or employee of the indemnifying party.

In addition, LACOE shall cause to be inserted or shall attempt to cause to be inserted, in every contract with an independent contractor providing services under this agreement, an appropriate indemnification and hold harmless clause for protection of all parties to this Agreement, their officers, agents, and employees.

8. EXECUTION

This Agreement may be executed proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized officer and are thereunto duly authorized as set forth herein below.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

WILLIAM S. HART
UNION HIGH SCHOOL DISTRICT

By _____
Terri Lyttaker
Controller

By _____

Typed or Printed Name

Title _____

Date _____
ab 12/23
Report 1/3/22

Date _____