

# MENDOCINO COUNTY YOUTH PROJECT

## CONTRACT ADDENDUM

The Contract Addendum serves to support the current contract for services between Mendocino County Youth Project (MCYP) Prevention and Early Intervention (PEI) program services and the Point Arena Schools (PAS) for the period January 10, 2018 and ending June 30, 2018.

Pertaining to the services provided by MCYP Youth Worker Staff in the Point Arena Schools the following policies will be upheld effective January 10, 2018:

It is the policy of MCYP/MEYS to keep all information about clients (students of Point Arena Schools) confidential in compliance with California Welfare & Institutions Code Section 5328 and Federal Regulations 42 C.F.R. Part 2 and HIPAA 45 C.F.R. pts 160 & 164, except when Required by Law to disclose information, or you request that we share information with others by signing an Authorization to Disclose Protected Health Information.

The law and counseling ethics require that information be disclosed in certain situations, including but not limited to the following:

1. The Courts have, in some instances, permitted the use of subpoenas to gain access to a counselor's files.
2. When a person makes a serious threat to kill or severely harm another person the counselor is required to notify the potential victim and law enforcement.
3. Parents and/or other agencies will be notified if the youth is actively suicidal or seriously unable to care for him/herself.
4. In cases of child or elder abuse, including child sexual molestation, neglect or endangerment, the appropriate agencies must be notified.
5. When providing services in partnership with Point Arena Schools **MCYP shall comply with the following reporting requirements:**
  - a. ~~We are required by school district regulations to report youth who are in possession of, or under the influence of illegal substances on school property or at school events.~~
  - b. ~~We are required by school district regulations to report youth who are in possession of illegal weapons on school property or at school events.~~
  - c. ~~We are required to report matters that could jeopardize the safety of the reporting student or the student body as a whole (disclosures of bullying, harassment, threats, or actions that could jeopardize emotional or physical well-being).~~
  - a. **MCYP shall report students who are in possession of, or under the influence of illegal substances on school grounds or at school events.**
  - b. **MCYP shall report students who are in possession of illegal weapons on school property or at school events.**
  - c. **MCYP shall report all matters that could jeopardize the safety of a student or the student body as a whole (i.e. disclosures of bullying, harassment, threats, or actions that could jeopardize students' emotions or physical well-being).**
  - d. **All reports shall be made in writing to the school site administrator within one (1) calendar day of receipt of the information, unless immediate notification is required to prevent the risk of harm to others, or state/federal law requires a shorter timeline. The District will provide MCYP with the name and contact information for the school site administrator**

- that will be available to receive the reports during weekends or holidays.*
- e. Once a report is made, MCYP agrees to work collaboratively with PAS on any subsequent investigation or action which may arise from the report.*

*In all other respects, the provisions of the Contract for Services, dated August 9, 2017, not amended, not deleted, or not otherwise mentioned herein remain in full force and effect during the term of the Contract for Services, unless otherwise amended in writing signed by both parties.*

*IN WITNESS WHEREOF, MCYP and PAS have executed this Addendum as of the date set forth above.*

*Signature of Authorization:* \_\_\_\_\_ *Dated:* \_\_\_\_\_  
*Joanna L. Olson, Executive Director*

*Signature of Authorization:* \_\_\_\_\_ *Dated:* \_\_\_\_\_  
*Warren Galletti, Interim Superintendent*

