

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between CHAC (hereinafter referred to as “CHAC”), a California non-profit organization whose principal address is 590 West El Camino Real, Mountain View, CA 94040, and Mountain View Whisman School District (hereinafter referred to as “MVWSD”), whose address is 750-A San Pierre Way, Mountain View, CA 94043.

1. Purpose

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of certain CHAC services and the reciprocal MVWSD facilities. In particular, this MOU is intended to aid both organizations in the service of MVWSD students.

2. Term

The term of this Agreement shall begin August 19, 2019 and end on June 5, 2020. And shall be renewed annually between parties.

3. Facilities to be provided by MVWSD

- a. Adequate, clean, private and confidential space for treatment rooms that are HIPPA compliant and conducive for client well-being
- b. Secured storage space for therapeutic materials and locked file cabinet for client files
- c. Access to student’s cumulative file
- d. Collaborative working environment with school staff
- e. Cases which provide a variety of symptoms and issues in order to achieve comprehensive training for CHAC therapists
- f. Equitable case assignment to all providers of mental health services on the campus from the beginning of the school year and throughout the duration of the school year
- g. Collaborative working relationship with CHAC of staff in order to explore opportunities in support of changing needs at the school

4. Services to be provided by CHAC

- a. CHAC agrees to provide Individual Counseling/Psycho-Educational Groups/Crisis and Grief Counseling/ Staff Consultation/Parent consultation to MVWSD students
 - i. Up to 7,100 hours of counseling services for students on 11 campuses for the 2019-2020 school year.
 - ii. Meeting with families of students as clinically indicated
 - iii. Clinically appropriate treatment for each student as deemed by the CHAC therapist
 - iv. On average, a CHAC therapist will be on each school site four (4) days a week. However, CHAC reserves the right to re-assign therapists to schools within the district based on demand. Some assignment shifts are expected due to redistricting.
 1. A minimum of twenty-two (22) CHAC therapists will be on campuses an average of four (4) days per week
 2. At five schools (Castro, Landels, Mistral, Monta Loma, Crittenden) on site coverage will be approximately between the hours of 8:00

- AM and 2:30 PM, when school is in session
- 3. At six schools (Bubb, Huff, Graham, Stevenson, Theuerkauf, Vargas) on site coverage will be approximately between the hours of 8:00 AM and 1:30 PM, when school is in session
- 4. Adjustment to individual schedules will be pre-arranged with school site personnel
- 5. A minimum of four (4) therapists will be Spanish speaking
- v. Lead social-emotional learning (SEL) groups to 3rd grade (*Just for Kids*) and 5th grade (*Tween Talk*)
- vi. A modified Village Program at Monta Loma, similarly to 2018-2019
- vii. What's Trending Program through December 31, 2019, as funded by a grant secured by CHAC which expires in 2019
- viii. My Digital TAT2 pilot program in the Fall 2019, as funded by a grant secured by CHAC which expires in 2019
- ix. Crisis counseling support by the CHAC therapist on school site
- x. Clinical supervision of CHAC therapists by licensed MFTs and/or licensed Psychologists employed by CHAC
- xi. Collaborative working relationship with school staff to explore opportunities in support of changing needs at the school
- xii. CHAC therapist will provide clinically appropriate dyads or small groups in service of meeting increased number of students

5. Services not covered under this MOU

The following services are not covered under this MOU and are currently unfunded:

- a. The Village Program at Castro and any associated staff
- b. Onsite MFT supervisor
- c. MVWSD specific school/teacher/staff support as provided by Terri Rose in 2018-2019

CHAC will continue to work with potential funders as well as MVWSD and schools within MVWSD in order to identify and secure additional funds. If successful, this MOU shall be amended accordingly.

6. Insurance Requirements

- a. At all times CHAC shall maintain \$2M liability insurance policy

7. Fees and Payment Terms

The agreed total fee for services provided by CHAC as listed above is \$311,000, itemized as below:

Program/Service	Agreed Fee
CHAC Signature Prevention Plus Program (11 schools)	\$311,000
SEL Program (Just For Kids, Tween/Teen Talk)	Included
Modified Village Program (Monta Loma)	Included
What's Trending and My Digital TAT2 pilot programs (external funding through December 31, 2019)	Included
Spanish Speaking CHAC Therapists (minimum 4)	Included
Total	\$311,000

CHAC shall submit an invoice quarterly per the following schedule:

- a. 25% on August 1, 2019;
- b. 25% on November 1, 2019;
- c. 25% on February 1, 2020;
- d. 25% on May 1, 2020.

Payment terms will be Net 30 Days, including time for verification by MVWSD.

8. Amendments

This Agreement may be amended from time to time as necessary by formal written amendment executed by authorized representatives of CHAC and MVWSD.

9. Notices

Any notice required to be given to either party to this Agreement shall be deemed to be properly given if mailed/emailed in writing to other party.

10. Severability

If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

11. Entire Understanding

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

12. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party as set forth in Section 8.

13. General Provisions

This Agreement shall be governed by the laws of the State of California.

14. Indemnification

MVWSD shall indemnify and hold harmless CHAC and its officers, agents and employees from any and all liabilities of any kind for or on account of any suits or damage of any character whatsoever, including injury to person or property, to the extent permitted by law. Likewise, CHAC shall indemnify and hold harmless MVWSD and its officers, agents and employees from any and all liabilities of any kind for or on account of any suits or damage of any character whatsoever, including injury to person or property, to the extent permitted by law.

IN WITNESS, WHEREOF, the Memorandum is executed by CHAC and MVWSD on this day, May 9, 2019.

Marsha Deslauriers
Executive Director
CHAC

Date

Dr. Ayinde' Rudolph
Superintendent
Mountain View Whisman School District

Date

Contact Information.
CHAC

	Name	Email	Phone
Executive Director	Marsha Deslauriers	marsha@chacmv.org	650-965-2020 Ext 113
Associate Director of School Based Programs	Carol Mellberg, LMFT	carol@chacmv.org	650-965-2020 Ext 126
Director, Finance and Administration	Massimo Prati	Massimo.Prati@chacmv.org	650-965-2020 Ext 111

Contact Information
MVWSD

	Name	Email	Phone
Assistant Superintendent			
Finance			
Principal Bubb			
Principal Landels			
Principal Huff			
Principal Mistral			
Principal Castro			
Principal Monta Loma			
Principal Stevenson			
Principal Theuerkauf			
Principal Vargas			
Principal Crittenden Middle			
Principal Graham Middle			
Other Key Contacts			