



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between **Uplift Family Services**, a California non-profit public benefit corporation located at 251 Llewellyn Avenue Campbell, CA 95008. ("Agency"), and **Mountain View Whisman School District** ("District") whose business address is 1400 Montecito Avenue, Mountain View, CA 94043.

RECITALS

WHEREAS, Agency has entered into a contract with the Santa Clara County Department of Mental Health ("Master Contract") to provide specialized behavioral health services for individuals, groups and family in certain identified school settings in Santa Clara County;

WHEREAS, Mountain View Whisman School District has agreed that Castro Elementary, Crittenden Middle, Grahman Middle, Monta Loma Elementary, and Theuerkauf Elementary ("Schools") will be sites for delivery of Prevention & Early Intervention (PEI) services; and

WHEREAS, both the Agency and the District wish to memorialize their respective responsibilities on terms set forth more fully below,

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. TERM OF MOU.

This MOU will become effective on the date it is signed by both parties, and will continue in effect until June 30, 2020, until it is terminated by either party without cause on thirty (30) days written notice, or for cause, as delineated in section 13 below.

2. RELATIONSHIP OF THE PARTIES.

The parties intend the relationship between them created by this MOU is a contracting agreement for the purposes identified in sections 3 and 4, and is not intended to be, nor shall it be construed as a joint venture, association, partnership, or other form of business organization or agency relationship, and will be they agree to take all steps necessary to maintain that status. Contractor and/or its employees will not be considered by either party to be employees of Agency under any circumstances.

3. SERVICES PROVIDED BY THE SCHOOL UNDER THIS MOU.

(a) The District agrees to provide sufficient referrals of individual students, families or other groups to Agency to receive individual, group and/or family therapy. The parties agree that to have a clinician assigned to the Schools, the District must ensure sufficient referrals to maintain a caseload of 8 students per staff throughout the school year and the summer.

(b) School agrees to provide suitable confidential space on the each campus for delivery of the services. The space needs to accommodate space for individual therapy and group therapy.

4. SERVICES PROVIDED BY THE AGENCY UNDER THIS MOU.

- (a) The Agency will deliver services in accordance with and subject to the Master Contract with Santa Clara County. The Agency will deliver mental health services which will include individual therapy, family therapy, group therapy, assessment, and community resourcing and linkage.

- (b) The Agency will be responsible for providing qualified staff to deliver the services described in the Master Contract. Staff will be fingerprinted, have TB clearance, trained on mandated reporting requirements and mental health best practices.

5. DEBARMENT AND EXCLUSION.

Agency certifies that neither it nor its principals are presently or have ever been barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76. Agency agrees to notify School immediately if there is a change in any facts that supported this certification.

6. NON-ASSIGNMENT.

Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

7. INDEMNITY.

Agency agrees to indemnify, save, and hold harmless the School, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to the School in connection with the performance, or failure to perform, by Agency, its officers, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Agency, its officers, agents or employees under this Agreement.

8. INSURANCE.

Agency shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- (a) Comprehensive General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (b) Professional Liability (Malpractice) Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- (c) A policy of worker's compensation insurance as required by the California Labor Code.

9. RECORDS.

Agency shall maintain a confidential mental health record of services provided, as required under the Master Contract.

10. COMPLIANCE WITH REGULATORY REQUIREMENTS.

During the term of this Agreement, the Agency shall comply with all applicable federal and state laws and regulations relating to the provision of mental health services.

11. PROFESSIONAL LICENSURE.

All (professional level) persons employed by the Agency have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

12. CONFIDENTIALITY.

Agency shall comply with applicable laws and regulations, including but not limited to §5328 et seq. of the Welfare and Institutions Code regarding the confidentiality of patient information.

- (a) Agency shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. The Agency shall not use such identifying information for any purpose other than carrying out the Agency's obligations under the Master Contract.
- (b) Agency shall not disclose, except as otherwise specifically permitted by this MOU or the Master Contract or authorized by the client/student, without prior written authorization from the client/student or State in accordance with State and Federal laws.
- (c) For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.
- (d) This agreement confirms that the parties will enter into a Business Associate Agreement and that any Protected Health Information (PHI) shall be further subject to such agreement.

13. TERMINATION OF AGREEMENT.

This Agreement may be terminated as follows:

- (a) **Without Cause.** Either party may terminate this Agreement without cause upon 30 days' written notice to the other party. In the event of such termination, the parties agree to act in good faith towards one another during this 30-day notice period.
- (b) **With Cause.** Either party may terminate this Agreement immediately upon the occurrence of any of the following events:
 - (i) The Master Contract is terminated for any reason;
 - (ii) Either party commits a material breach of this Agreement;
 - (iii) Agency's license to practice in the State of California is suspended, revoked or otherwise restricted;
 - (iv) A County or other entity revokes the Agency's prior/continued approval of its right to use contractors/subcontractors to perform the services contemplated by this Agreement;
 - (v) Agency becomes ineligible for individual professional liability insurance; or
 - (vi) Agency violates any ethical or professional standards or is convicted of committing a crime that raises a threat to the safety of the Agency's employees or clients or its property.

14. GOVERNING LAW.

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

15. ENTIRE AGREEMENT.


This Agreement, including the Master Contract, constitutes the entire agreement between the Agency and School with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. All signatures are required to make this agreement valid.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

_____	Cathy Baur, Chief Academic Officer	_____
Authorized Signature	Print Name	Date

UPLIFT FAMILY SERVICES

	Kathy McCarthy COO	1.21.20
Authorized Signature	Print Name and Title	Date

Received 1/30/20 A. Smith
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043