

MEMORANDUM OF UNDERSTANDING
Mountain View-Whisman Elementary School District

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 1400 Montecito Ave, Mountain View, CA 94043.

1. Purpose

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to certain Mental Health Services for MVWSD parents and students, to be provided by CHAC, and the reciprocal MVWSD facilities.

2. Term

The term of this Agreement shall begin August 10, 2022 and end on June 06, 2023. And shall be renewed annually between the two parties.

3. To be provided by District

- a. Code of confidentiality
- b. Access to student’s cumulative file including academic and attendance records.
- c. Collaboration with school administrative staff and teachers in support of student well-being
- d. If necessary, adequate, clean, private and confidential space for treatment rooms that are HIPPA compliant and conducive for client well-being
- e. As necessary, other facilities as listed in the ongoing standard MOU between the two parties
- f. Teacher support for allocated time for designated classroom activities
- g. Classroom management for SEL Program delivery (JustForKids/Tween Talk and Connection Circle)

4. Services to be provided by CHAC

CHAC agrees to provide MVWSD with mental health services for the 2022-23 academic year thorough our *Continuum of Care Program*. This program will provide:

- a. Social Emotional Learning Programs
 - i. Back Together art-enrichment program for all 2nd and 4th grade classrooms to be delivered by November 2022
 - ii. JustForKids/TweenTalk Whole Classroom program for all 1st, 3rd, 5th grade classrooms
 - iii. Connection Circle for all TK (Theuerkauf) and Kindergarten (9 schools) students for 4 lessons provided for 4 consecutive weeks. Focus on feelings expression and emotion management.

- b. Counseling services for students including one-on-one counseling, dyads, triads, and small groups with common presenting issues as needed
- c. Parent Interviews, parent psychoeducation, and collaboration for all counseling clients.
- d. Teacher Interviews, classroom observations, teacher psychoeducation as part of the care team.
- e. Ongoing collaboration with school site administration, and/or engagement facilitator including regular communication as part of the care team.
- f. Liaison to whole district for Spanish translation/cultural connection, bridging of services to outside providers, direct service of SEL, assistance with clinician quality assurance, and waitlist management.

Services will be provided through pre-licensed CHAC therapists on campus

- g. 4 AMFT each for 32-hr/week, 4-day/week (8am-4pm)
 - h. 9 TMFT each for 14-hr/week, 2-day/week (8am-3pm)
 - i. 9 Doctoral Practicum each for 14-hr/week. 2-day/week (8am-3pm)
 - j. 1 District Liaison for 25-30 hr/week as needed throughout the school week
5. CHAC will ensure that all employees and CHAC therapists obtain fingerprinting, criminal background check and are not listed on Megan’s Law Website. CHAC will maintain permits and licenses as required by law necessary to deliver the above services. CHAC will ensure that all employees and CHAC therapists will supply required TB clearances and are fully vaccinated for Covid-19.

6. Insurance Requirements

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 \$624,054.

CHAC shall submit an invoice quarterly per the following schedule:

- a. 25% on August 1, 2022;
- b. 25% on November 1, 2022;
- c. 25% on February 1, 2023;
- d. 25% on May 1, 2023.

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.

8. 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.

9. 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.

10. 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.

11. Termination

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

12. General Provisions

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

13. 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, this Agreement is executed by CHAC and MVWSD on this day, June 06, 2022.



06/06/22

Marsha Deslauriers, Executive Director CHAC

Date

Authorized Representative
Mountain View- Whisman School District

Date