

**MEMORANDUM OF UNDERSTANDING**  
**Mountain View-Whisman School District**

This Memorandum of Understanding ("MOU") is made and entered into by and between CHAC (fka Community Health Awareness Council, hereinafter referred to as "CHAC"), a California non-profit organization whose principal address is 590 West El Camino Real, Mountain View, CA 94040, 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 MVWSC parents and students, to be provided by CHAC, and the reciprocal MVWSD facilities.

**2. Term**

The term of this Agreement shall begin August 21, 2023 and end on June 14, 2024 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 HIPAA 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
- h. Teacher support of CHAC Therapists for District directed SEL Program implementation in the classroom. District will identify up to three teachers at each school site to receive therapeutic support of content in the SEL implementation for their students.

**4. Services to be provided by CHAC**

CHAC agrees to provide MVWSD with mental health services for the 2023-24 academic year through our *Integrated School Based Services Program*. This program will provide:

- a. Counseling services for students including one-on-one counseling, dyads, triads, and small groups with common presenting issues as needed (4-6 students).
- b. Parent Interviews, parent psychoeducation, and collaboration for all counseling clients.

- c. Teacher Interviews, classroom observations, teacher psychoeducation as part of the care team.
  - d. Ongoing collaboration with school site administration including regular communication as part of the care team.
  - e. Support with implementation of CHAC directed SEL program.
5. Services will be provided through pre-licensed CHAC therapists on campus including:
- a. 4 AMFTs; 2 at 4 days/week, 2 at 2 days/week
  - b. 18 TMFT; 2 days/week
  - c. 4 Spanish speaking TMFTs
  - d. Licensed MFT; clinical supervision
  - e. 1 Bilingual District Liaison
  - f. Teacher Professional Development; 6 – 10 presentations
  - g. Program Management
  - h. CHAC arts Back Together; 2<sup>nd</sup> and 4<sup>th</sup> grade 4 week program

**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 \$938,822. CHAC shall submit an invoice semi-annually per the following schedule:

- a. 25% on July 1, 2023;
- b. 25% on October 1, 2023;
- c. 25% on January 1, 2024;
- d. 25% on April 1, 2024.

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.

**15. Contractor Certification**

Contractor certifies that they will comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of the Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement.

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

CHAC will maintain permits and licenses as required by the law necessary to deliver the above services.

IN WITNESS WHEREOF, this Agreement is executed by CHAC and MVWSD on this day, April 5, 2023.

\_\_\_\_\_  
Anne Ehresman

Interim Executive Director

CHAC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

Mountain View-Whisman School District

\_\_\_\_\_  
Date

