

## **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 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 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 17, 2020 and end on June 11, 2021. And shall be renewed annually between parties.

### **3. Facilities to be provided by MVWSD for On Campus Counseling**

- 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**

CHAC agrees to provide Individual Counseling/Psycho-Educational Groups/Crisis and Grief Counseling/ Staff Consultation/Parent consultation to MVWSD students. With the current COVID-19 situation and various unknown factors, CHAC and MVWSD will continue to collaborate to address needs related to current guidelines and protocols, as determined by the authorities and MVWSD. Content and/or format of the programs and services may need to be modified, and delivery may need to be in-person, on-line, or a hybrid of both, as requested.

- a. A minimum target of 6,000 hours of counseling services for students on eleven (11) campuses for the 2020-2021 school year.
- b. Meeting with families of students as clinically indicated
- c. Clinically appropriate treatment for each student as deemed by the CHAC therapist
- d. Up to 22 CHAC therapists will provide coverage to the students on eleven (11) MVWSD school campuses. Each therapist will serve the campus two (2) days/week for each week the school is in session. CHAC reserves the right to re-assign therapists to schools within the district based on demand.

- i. MVWSD will notify CHAC of any changes to school hours and/or requirements for presence on campus throughout the school year. Specific adjustments to individual schedules will be prearranged with school site personnel, which may result in a hybrid service delivery model of on campus and telehealth services.
- e. All efforts will be made by CHAC to provide Spanish speaking CHAC therapists
- f. Lead social-emotional learning (SEL) groups to 3<sup>rd</sup> grade (*Just for Kids*) and 5<sup>th</sup> grade (*Tween Talk*), or Kimochi groups. These group programs may be modified by CHAC based on changes to structure of regular school classes and ability to have adequate space for groups.
- g. The Village Program at Castro
- h. Crisis counseling support by the CHAC therapist on school site
- i. Clinical supervision of CHAC therapists by licensed MFTs and/or licensed Psychologists employed by CHAC
- j. Collaborative working relationship with school staff to explore opportunities in support of changing needs at the school
- k. CHAC therapist will provide clinically appropriate dyads or small groups in service of meeting increased number of students

## **5. Insurance Requirements**

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

## **6. Fees and Payment Terms**

The agreed total fee for services provided by CHAC as listed above is \$360,000. CHAC shall submit an invoice quarterly per the following schedule:

- a. 25% on August 1, 2020;
- b. 25% on November 1, 2020;
- c. 25% on February 1, 2021;
- d. 25% on May 1, 2021.

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

## **7. 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/mailed 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, the Memorandum is executed by CHAC and MVWSD on this day, June 17, 2020.



Marsha Deslauriers  
Executive Director  
CHAC

June 17, 2020  
Date

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Dr. Ayinde' Rudolph  
Superintendent  
Mountain View Whisman School District

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Date

Contact Information.  
CHAC

	Name	Email	Phone
Executive Director	Marsha Deslauriers	marsha@chacmv.org	650-965-2020 Ext 113
Director of School Based Programs	Carol Mellberg, LMFT	<a href="mailto:carol@chacmv.org">carol@chacmv.org</a>	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			
<b>Other Key Contacts</b>			