



**MASTER CONTRACT
BETWEEN PACIFIC CLINICS
AND
MOUNTAIN VIEW- LOS ALTOS UNION HIGH SCHOOL DISTRICT**

This Agreement is between Mountain View-Los Altos Union High School District (MVLA), a Local Education Agency (LEA), whose address is 1299 Bryant Avenue, Mountain View, CA 94040 and PACIFIC CLINICS ("CONTRACTOR"), a non-profit 501(c)(3) corporation, whose address is 499 Loma Alta Avenue, Los Gatos CA 95030.

RECITALS

WHEREAS, Mountain View-Los Altos Union High School District is in need of Counseling Services for students and families.

WHEREAS, CONTRACTOR provides Counseling Services in the geographic area where services are needed;

WHEREAS, CONTRACTOR desires to provide services pursuant to the terms and conditions of this Agreement; and

WHEREAS, Mountain View-Los Altos Union High School District desires to contract with CONTRACTOR to provide the services described in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements, the parties hereto agree as follows:

1. SCOPE OF SERVICE.

- a.** CONTRACTOR agrees to provide Counseling Services which include direct student services (1:1 and groups), parent/caregiver coaching, teacher consultation, case management, linkage, plan development, or other services required based on the direction of Mountain View-Los Altos Union High School District leadership team.
- b.** CONTRACTOR 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. The contractor agrees to immediately notify District of subsequent changes and remove staff when an arrest or clearance concern arises.
- c.** CONTRACTOR is responsible for arranging coverage or substitute personnel within a reasonable timeframe for missed scheduled shifts. Contract is to remain in accordance with the agency's policies and procedures regarding vacation. It is important to note that coverage or substitutes do not extend to instances of sick leave or agency required annual trainings.

2. **TERM.** This Agreement shall begin on **September 1st, 2025**, and shall terminate on **June 26th, 2026** (Title 5 California Code of Regulations §3062(a)), unless the agreement is terminated earlier, as provided in Section 3 below. Neither the CONTRACTOR nor Mountain View-Los Altos Union High School District is required to renew this Agreement in subsequent contract years. However, the parties acknowledge that any subsequent Agreement is to be re-negotiated prior to **June 26th, 2026**. (Title 5 California Code of Regulations § 3062(d)).

3. **TERMINATION.**

a. **Non-Allocation of Funds.** - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days advance written notice.

b. **Termination for Cause** – Mountain View-Los Altos Union High School District may immediately suspend or terminate this Agreement in whole or in part, in the event of:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any material term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted to the Mountain View-Los Altos Union High School District;
- iv. Improperly performed service.

c. **Without Cause** - Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of twenty (20) days advance written notice of an intention to terminate.

4. **COMPENSATION.**

Mountain View-Los Altos Union High School District agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as described below:

- a. **\$126,252** for services provided between September 1, 2025 – June 26, 2026.
- b. **Fixed monthly payment of \$14,028** for 10 months September 2025 - June 2026.
- c. Services not to exceed a **maximum contract of \$120,240** within the effective dates of this agreement. Any additional services will require a service amendment to this agreement.
- d. Payments by Mountain View-Los Altos Union High School District shall be in arrears, for services provided during the preceding month, within thirty (30) days after receipt.
- e. Refer to EXHIBIT A for details.

5. **INVOICING.** CONTRACTOR shall invoice Mountain View-Los Altos Union High School District monthly addressed to the LEA and mailed to the billing address: Mountain View-Los Altos Union High School 1299 Bryant Avenue, Mountain View, CA 94040.

6. **RIGHT TO WITHHOLD PAYMENT.**

a. Mountain View-Los Altos Union High School District may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by Mountain View-Los Altos Union High School District as determined by inspection, review, and/or audit of its program, work, and/or records; or (c) education and/or related services are provided to Mountain View-Los Altos Union High School District pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified.

b. The amount which may be withheld by Mountain View-Los Altos Union High School District with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; or (c)

the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified.

c. If Mountain View-Los Altos Union High School District determines that cause exists to withhold payment to CONTRACTOR, Mountain View-Los Altos Union High School District shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that Mountain View-Los Altos Union High School District is withholding payment. Such notice shall specify the basis or bases for Mountain View-Los Altos Union High School District's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for Mountain View-Los Altos Union High School District's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, Mountain View-Los Altos Union High School District shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

7. INSPECTION AND AUDIT.

a. CONTRACTOR shall maintain and Mountain View-Los Altos Union High School District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

b. CONTRACTOR shall provide access to Mountain View-Los Altos Union High School District to all records including, but not limited to: "pupil records" as defined by California Education Code § 49061(b). CONTRACTOR shall make available to Mountain View-Los Altos Union High School District all budgetary information including operating budgets submitted by CONTRACTOR to Mountain View-Los Altos Union High School District for the relevant contract period being audited.

8. **INDEPENDENT CONTRACTOR.** In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of Mountain View-Los Altos Union High School District. Furthermore, Mountain View-Los Altos Union High School District shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, Mountain View-Los Altos Union High School District shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and Mountain View-Los Altos Union High School District shall comply with all applicable provisions of law and the rules and regulations, if any, of regulatory authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have no right to employment rights and benefits available to Mountain View-Los Altos Union High School District employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save Mountain View-Los Altos Union High School District harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to Mountain View-Los Altos Union High School District or to this Agreement.

9. **MODIFICATION/AMENDMENTS.** This Agreement may be amended only by a written document executed by the CONTRACTOR and Mountain View-Los Altos Union High School District, or by order of the Office of Administrative Hearing (OAH) or by a court of competent jurisdiction.
10. **NON-ASSIGNMENT.** Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement with Mountain View-Los Altos Union High School District out the prior written consent of the other party.
11. **INDEMNITY.** CONTRACTOR agrees to indemnify, save, and hold harmless Mountain View-Los Altos Union High School District, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to Mountain View-Los Altos Union High School District in connection with the performance, or failure to perform, by CONTRACTOR, 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 CONTRACTOR, its officers, agents or employees under this Agreement.
12. **INSURANCE.** CONTRACTOR, 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.
13. **RECORDS.** CONTRACTOR shall maintain a record of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.
14. **REPORTS.** Reports are not required on a regular basis; however, CONTRACTOR agrees to provide report(s) to Mountain View-Los Altos Union High School District, from time to time, upon request.
15. **COMPLIANCE WITH REGULATORY REQUIREMENTS.** During the term of this Agreement, the CONTRACTOR and Mountain View-Los Altos Union High School District shall comply with all applicable federal and state laws and regulations relating to the provision of special education and related services, and facilities for individuals with exceptional needs. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with Mountain View-Los Altos Union High School District policies and shall indemnify Mountain View-Los Altos Union High School District under the provisions of section 11 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with Mountain View-Los Altos Union High School District policies. The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, Mountain View-Los Altos Union High School District pupil enrollment and transfer, Mountain View-Los Altos Union High School District pupil inactive status, corporal punishment, pupil discipline, and positive behavior interventions.
16. **CERTIFICATION.** CONTRACTOR is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian school/agency. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code §56366.2 will be provided to Mountain View-Los Altos Union High School District as soon as it is received.
17. **RIGHT TO REPORT MASTER CONTRACT VIOLATIONS.** CONTRACTOR and Mountain View-Los Altos Union High School District acknowledge and understand that either party may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or

revocation of CDE nonpublic school/agency certification pursuant to California Education Code §56366.4(a) or action by the CDE against Mountain View-Los Altos Union High School District.

18. **CONFIDENTIALITY.** CONTRACTOR 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. CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a Mountain View-Los Altos Union High School District-funded program. CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this contract.

b. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/student, any such identifying information to anyone other than Mountain View-Los Altos Union High School District or the State without prior written authorization from the Mountain View-Los Altos Union High School District 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.

19. **NONDISCRIMINATION.** CONTRACTOR shall not employ any unlawful discriminatory practices in the admission of clients/students, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of age , ancestry, color, disability (mental and physical), including HIV and AIDS, ethnic group identification, family and medical care leave, marital status, medical condition (cancer/genetic characteristics), national origin, pregnancy disability leave, political belief, race, reasonable accommodation, religious creed, sex/gender, or sexual orientation in accordance with the requirements of applicable Federal or State Law.

a. During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of age , ancestry, color, disability (mental and physical), including HIV and AIDS, ethnic group identification, family and medical care leave, marital status, medical condition (cancer/genetic characteristics), national origin, pregnancy disability leave, political belief, race, reasonable accommodation, religious creed, sex/gender, or sexual orientation. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, §12900, et. seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. CONTRACTOR shall comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities.

20. **CLIENTS' RIGHTS.** CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to clients' rights.

21. **CONFLICTS OF INTEREST.**

a. CONTRACTOR shall provide to Mountain View-Los Altos Union High School District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. CONTRACTOR and any member of its Board of Directors shall avoid any relationship with Mountain View-Los Altos Union High School District that constitutes or may constitute a conflict of interest pursuant to California Education Code §56042 and including, but not limited to, employment with Mountain View-Los Altos Union High School District, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a pupil's advocate.

b. When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code §56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by Mountain View-Los Altos Union High School District if provided by an individual who was an employee of Mountain View-Los Altos Union High School District within the three hundred and sixty five (365) days prior to executing this Agreement. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by Mountain View-Los Altos Union High School District.

22. **AUDITS AND INSPECTIONS.** CONTRACTOR shall at any time during business hours, and as often as Mountain View-Los Altos Union High School District may deem necessary, make available to Mountain View-Los Altos Union High School District for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by Mountain View-Los Altos Union High School District, permit Mountain View-Los Altos Union High School District to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

23. **NOTICES.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

Mountain View-Los Altos Union High School District	CONTRACTOR
	Kim M. Wells, Chief Legal Officer
	Pacific Clinics
1299 Bryant Avenue	499 Loma Alta Ave
Mountain View, CA 94040	Los Gatos, CA 95030

Any and all notices between Mountain View-Los Altos Union High School District and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

24. **VENUE/GOVERNING LAW.** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. In the event that a suit is brought by either party, the parties agree that any state court action will be venued in the County of Santa Clara.

25. **ENTIRE AGREEMENT.** This Agreement, including the ISA and IEP for the specific child, constitutes the entire agreement between the CONTRACTOR and Mountain View-Los Altos Union High School District with respect to the subject matter hereof and supersedes all previous agreement negotiations,



26. 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.

Mountain View-Los Altos Union High School District

By _____

Print Name:

Title:

Tax I.D. No: _____

Date: _____

CONTRACTOR:

Pacific Clinics

By  _____

Print Name: Kim M. Wells

Title: Chief Legal Officer

Tax I.D. No.: 94-2295953

Date: May 1, 2025

EXHIBIT A**Contract Service Fee Schedule****Service Period: 2025/2026 School Year** August 2025, - June, 2026

Staffing	FTE	Rate (\$/Week)	Weeks	Dollars
Clinical (AMFT/ASW)	0.50	\$5,250	36	\$94,500
Supervision Clinical Risk Management	0.12	\$7,350	36	\$31,752
Enhanced Care Management (ECM)	0.25	\$4,150	36	No Cost (\$37,350)
Total 25/26 SY				\$126,252
Fixed Monthly Bill Amount 9 Months: September 2025-May 2026				\$14,028.00
Billing Method: Monthly Flat Rate				
Payment Term: Net 30				

Contract maximum: \$126,252**Contract Limits:**

The number of hours and rates should not exceed the stated agreement above. Hours in excess of agreement will require a contract amendment.

Scope of Services includes:

- Counseling 1:1 and group
- Case management
- Plan development
- Linkage
- Caregiver coaching
- Teacher consultation