

MEMORANDUM OF UNDERSTANDING

MVLAUHSD

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 Los Altos Union High School District (hereinafter referred to as “MVLAUHSD”), whose address is 1299 Bryant Ave, Mountain View, CA 94040.

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 MVLAUHSD parents and students, to be provided by CHAC, and the reciprocal MVLAUHSD facilities.

2. Term

The term of this Agreement shall begin August 7, 2023 and end on June 7, 2024. And shall be renewed annually between the two parties.

3. To be provided by MVLAUHSD

- 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. As necessary, other facilities as listed in the ongoing standard MOU between the two parties.
- e. If necessary, adequate, clean, private and confidential space for treatment rooms that are HIPPA compliant and conducive for client well-being.
- f. Pre-screening of CHAC mental health referrals by district clinical staff to assess appropriateness of school-based services.

4. Services to be provided by CHAC

CHAC agrees to provide MVLAUHSD with mental health services for the 2023-24 academic year through our *Continuum of Care Program*. This program will provide:

- a. Counseling services for students by five (5) Associate Marriage & Family Therapists (AMFT) for 32 hours/week, 4 days/week, 8am-4pm.
- b. Each clinician will support a caseload of 15 -17 individual clients.
- c. Program Management (0.6 FTE).
- d. Participation in Restorative Practices program: up to three student clients per week for three sessions each.

- e. Clinical Supervision (0.75 FTE):
 - i. On-site to provide each CHAC clinician individual supervision one hour per week,
 - ii. Collaboration with school-site clinical staff and District Health and Wellness Coordinator via on-site or remote meetings to discuss clinical cases and referrals.
 - iii. Remote group supervision: 2 hours per week for all 5 clinicians, 2 – 4 pm.
- f. Support of 9 – 10 campus wellness events (once a month) with AMFT or supervisor to attend.
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- h. Clinicians will provide a thorough evaluation of clients mental health need including evidence-based assessment tools to determine clinically appropriate length of service and treatment goals in collaboration with District (clinical) personnel.
- i. Safety Planning: While CHAC does not provide 24/7 Crisis Intervention, as a matter of ethical practice CHAC Therapists make safety plans for all at-risk students during school breaks and weekends when necessary to ensure the safety of the student. During school breaks, CHAC therapists will develop safety plans that include identifying available support systems, coping skills, and additional mental health resources for the student.
- j. Professional development for clinical supervisors and compliance with all required legal documentation to ensure that MVLAUHSD students receive the highest level of care and support.
- k. Collaboration: With the current COVID-19 situation and various unknown factors, CHAC and MVLAUHSD will continue to collaborate to address needs related to current guidelines and protocols, as determined by the authorities and MVLAUHSD. 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.
- l. CHAC agrees to comply with MVLUHSD's COVID-19 protocols, including screening and monitoring, and abide by the School District's requirements for return to work on campus.

5. Insurance Requirements

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 \$437,672.

CHAC shall submit an invoice quarterly 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 MVLAUHSD.

7. Amendments

This Agreement may be amended from time to time as necessary by formal written amendment executed by authorized representatives of CHAC and MVLAUHSD.

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

MVLAUHSD 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 MVLAUHSD 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 MVLAUHSD on this day:

Anne Ehresman
Interim Executive Director
CHAC

Date

Authorized Representative
Mountain View Los Altos Union High School District

Date