



**MASTER CONTRACT
BETWEEN UPLIFT FAMILY SERVICES
AND
MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT**

This Agreement is between MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT a Local Education Agency (LEA), whose address is 1299 Bryant Avenue, Mountain View, CA 94040 and UPLIFT FAMILY SERVICES (“CONTRACTOR”), a non-profit 501(c)(3) corporation, whose address is 251 Llewellyn Avenue, Campbell, CA 95008.

RECITALS

WHEREAS, MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT is in need of school social work services to provide to individuals with exceptional needs under the authorization of California Education Code § 56157 and §§ 56365-56366.12;

WHEREAS, CONTRACTOR provides school-based 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 1 Full-time Social Worker who will primarily provide case management services for students eligible. Additional services may include school/parent presentations. These social work services in schools including case management, therapy, and community resourcing and linkage may be delivered in the school or in the community as appropriate for the specific youth

2. TERM. This Agreement shall begin on August 9, 2021 and shall terminate on June 8, 2022 (Title 5 California Code of Regulations §3062(a)), unless the agreement is terminated earlier, as provided in Section 3 below. Neither the CONTRACTOR nor the 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 8, 2022. (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 follows:

a. Services shall be performed under this Agreement at a compensation rate of \$155,000, and the specific services will be fully set forth by the MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT to CONTRACTOR.

b. 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.

c. INVOICING. CONTRACTOR shall invoice MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT monthly and mailed to the billing address: 1299 Bryant Avenue, Mountain View, CA 94040

5. RIGHT TO WITHHOLD PAYMENT.

a. MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT 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; (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; (d) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT with five (5) business days of such confirmation; or (e) CONTRACTOR receives payment from any other agency or funding source for a service provided to a MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT pupil.

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; (c) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (d) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (e) the amount paid to CONTRACTOR by another agency or funding source for the service provided to the MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT pupil.

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.

6. 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.

7. 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

8. 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.

9. NON-ASSIGNMENT. Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

10. INDEMNITY. CONTRACTOR agrees to indemnify, defend, 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, including attorney's fees, occurring or resulting to MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT in connection with the performance, failure to perform, or the negligence or willful misconduct of CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims and losses, including attorney's fees, occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, failure to perform, or the negligence or willful misconduct of the CONTRACTOR, its officers, agents or employees under this Agreement. The defense and indemnification obligations of the CONTRACTOR shall survive the termination or expiration of this Agreement.

11. INSURANCE. CONTRACTOR, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

a. Comprehensive General Liability Insurance which shall be written on an occurrence form, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal and advertising injury and property damage. Said policy shall include Contractual Liability coverage and shall be endorsed as follows:

1. MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT, its officers, agents and employees shall be named as additional insured;

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. Sexual Abuse liability insurance with limits of not less than \$1,000,000 per occurrence.

d. If CONTRACTOR has any employees, CONTRACTOR shall maintain a policy of worker's compensation insurance as required by the California Labor Code, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease for covered losses.

e. If the Professional Liability or Sexual Abuse coverage is maintained on a claims-made basis, the following shall apply:

(a) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of CONTRACTOR'S services.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, the CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of CONTRACTOR'S services.

f. The policies required under this Agreement shall be endorsed to state that CONTRACTOR's insurance shall be primary with respect to all claims, liabilities, losses or suits arising out of CONTRACTOR's performance, and any insurance or self-insurance maintained by

MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT shall not be required to contribute with it.

12. RECORDS. CONTRACTOR shall maintain a record of services provided, including the goals and objectives of the treatment plan if applicable, and how the therapy provided is achieving the goals and objectives.

13. 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.

14. 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.

15. 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 issued by the CDE pursuant to Education Code §56366.2 will be provided upon request. CONTRACTOR's employees delivering services under this agreement are licensed or have proper credentials. CONTRACTOR is approved for delivery of social work services by the Santa Clara County Office of Education (SCCOE).

16. PROFESSIONAL LICENSURE. All (professional level) persons employed by the CONTRACTOR'S Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

a. Supervision: CONTRACTOR will be responsible for providing weekly supervision to staff in accordance to the Board of Behavioral Sciences.

17. FINGERPRINT CLEARANCE REQUIREMENTS. CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

18. 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

19. 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.

20. NONDISCRIMINATION

a. 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.

b. 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.

c. 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.

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

22. CONFLICTS OF INTEREST.

a. CONTRACTOR shall provide to a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated, upon request. 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.

23. 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 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.

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

LOCAL EDUCATION AGENCY	CONTRACTOR
Michael Mathiesen	Gordon Richardson, VP Clinical Administration
MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT	Uplift Family Services
1299 Bryant Avenue	251 Llewellyn Ave
Mountain View, CA 94040	Campbell, CA 95008

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.

25. 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 suit is brought by either party, the parties agree that any state court action will be venued in the County of Santa Clara.

26. 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, 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.

LOCAL EDUCATION AGENCY:
MOUNTAIN VIEW-LOS ALTOS UNION HIGH
SCHOOL DISTRICT

CONTRACTOR:
UPLIFT FAMILY SERVICES

By _____

By  _____

Print Name: _____

Print Name: Gordon Richardson

Title: _____

Title: Vice President, Clinical Administration

Tax I.D. No:

Tax I.D. No.: 94-2295953

Date: _____

Date: 04.26.21

Mailing Address

Contact:

1299 Bryant Avenue
Mountain View, CA 94040

Mailing Address

Contact: Gordon Richardson, VPCA

251 Llewellyn Avenue
Campbell, California 95008
916-388-6301