



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Mountain View Los Altos Union High School District (MVLA) and Rebekah Children's Services (RCS). The purpose of this MOU is to specify the roles, responsibilities, and agreements of the participating parties in order to promote an effective, collaborative partnership in the provision of community services.

DURATION OF MOU:

This MOU will take effect on 7/1/2021 and will end on 6/30/2022.

SERVICES TO MVLA: RCS will Short Term Intensive Behavioral Services, which could include individual counseling, family counseling, behavior interventions, parent support, and social work. The individual services that would be included is individualized to the student's IEP needs and as approved through the IEP process.

RCS OBLIGATIONS

- A. RCS agrees to allocate and assign properly credentialed staff, student interns and trainees,
- B. RCS agrees to provide appropriate management and oversight of assigned personnel, and
- C. RCS agrees to provide training and staff development for the purpose of developing a coordinated, comprehensive service delivery system to fulfill this MOU agreement and each individualized student agreement and
- D. RCS agrees to comply with Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice, and completion of criminal background investigation of its employees. Any person found to have felony convictions shall not be permitted by RCS to have any further contact with MVLA students, as defined in Education Code Section 45125.1, and
- E. RCS agrees to invoice MVLA for all services rendered.

MVLA SCHOOL DISTRICT OBLIGATIONS

- A. The MVLA agrees the Superintendent (or designee) is the primary contact between RCS and MVLA agrees that successful development and implementation of effective service delivery systems at MVLA schools is directly related to MVLA administrative support and collaboration, and
- B. MVLA will ensure that designated school sites comply with agreements to provide RCS staff access to the school facility for the purpose of providing services to students during and after regular school hours of operation, and
- C. MVLA will provide or ensure provision of custodial and utility services to RCS staff consistent with MVLA and/or school site practices, and
- D. MVLA will ensure that each designated school site designate a process for communication and management between the two parties.
- E. MVLA agrees to pay RCS for services rendered at a rate of \$196.80 per one hour for individual counseling, family counseling, parent support and behavioral interventions and at a rate of 152.40 per one hour for social work.

CONFIDENTIALITY: Upon execution of this MOU, participants under this agreement will agree to an oath of confidentiality and will not release any information of clients who are served by Rebekah Children's Services, except under the obligations of the laws.

REALATIONSHIP: MVLA and their employees shall indemnify and hold harmless, Rebekah Children's Services, from any loss or liability arising from the services exchanged herein.

Rebekah Children's Services and their employees shall indemnify and hold harmless MVLA from any loss or liability arising from the services exchanged herein.

MVLA or their employees shall have absolutely no right to employment rights and benefits available to Rebekah Children's Services employees and shall be solely liable and responsible for providing all legally-required employee benefits.

INSURANCE

MVLA has in force, and during the term of this MOU, shall maintain in force, a general liability insurance policy or program of self-insurance, which provides limits of not less than one million dollars (\$1,000,000.00) per occurrence or two million dollars (\$2,000,000.00) per annual term. The policy shall require the insurer to provide to RCS a thirty (30) day notice of any cancellation or reduction of such insurance, or MVLA shall provide such notice under the self-insurance plan. MVLA agrees to provide to RCS a certificate of insurance upon request.

RCS has in force, and during the term of this MOU, shall maintain in force, a general liability insurance policy which provides limits of not less than one million dollars (\$1,000,000.00) per occurrence or three million dollars (\$3,000,000.00) general aggregate per annual term. RCS shall require the insurer to provide to MVLA a thirty (30) day notice of any cancellation or reduction of said insurance. RCS agrees to provide MVLA a certificate of insurance upon request.

TERMINATION: Either party may immediately terminate the relationship in the event of a breach by the other party of any of its obligations contained herein; OR either party may terminate this MOU for its convenience upon five (5) days written notice of the other. Upon the termination of this MOU for any reason, each party shall be released from all obligations and liabilities to the other or arising after the date of such termination.

TERM

This MOU will become effective upon the signed approval of all parties and will remain in effect until 6/30/2022. Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

It is understood by all parties that the services will not begin until approval and signature by all parties is received. Failure to adhere to the agreements specified herein may result in one of the parties exercising the option to terminate this MOU.

Either party may terminate this MOU by giving a minimum of thirty (30) days advance written notice to all parties.

GENERAL PROVISIONS:

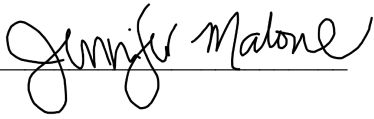
This MOU contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other writing or oral communication. This Agreement may not be modified except in a writing signed by authorized representatives of the parties.

IN WITNESS THEREOF, the parties hereto have executed this MOU Agreement as of the date first above written.

Mountain View Los Altos Union High School District

Rebekah Children's Services

by: _____

by:  _____

Title: _____

Title: Chief Compliance Officer