



MEMORANDUM OF UNDERSTANDING
Between
LA FAMILIA COUNSELING SERVICE
And
Mount Diablo Unified School District

I. PARTIES

This Memorandum of Understanding (hereinafter referred to as “MOU” or “Agreement”) is by and between La Familia Counseling Service (hereinafter referred to as “LA FAMILIA”) and Mount Diablo Unified School District (hereinafter referred to as “MDUSD” or “Contractor.”), (collectively referred to as the “parties”). LA FAMILIA and the MDUSD will work cooperatively to increase access to safer afterschool activities, positive adult role models, and access to SUD treatment in order to create opportunities for success in the young people who engage in the program.

II. PURPOSE

This MOU is for the express purpose of defining the terms and conditions of the coordination, implementation and facilitation of services. Furthermore, this MOU is to establish a formal working relationship between the parties, based upon the intent to provide these collaborative services. This MOU also sets forth the operative terms and conditions which will govern this partnership.

III. DURATION OF AGREEMENT

This agreement shall commence on October 28, 2021 and continue until June 30, 2022, and shall be automatically renewed each year unless either party provides to the other party a 60-day advance written notice of its intent not to renew this MOU.

IV. TERMINATION

Either party may terminate this MOU at any time, without cause, by providing a 60-day advance written notice to the other party. Either party may terminate this MOU upon ten (10) days advance written notice to the other party for any material breach of this agreement, which is not cured within the ten-day notice period. Upon notification by the MDUSD of a material breach by LA FAMILIA that is not cured within the notice period, LA FAMILIA will be given sixty (60)

days from the date of termination to cease providing services. This agreement may be amended by mutual consent of the parties, subject to Section V. below.

V. AMENDMENTS

All amendments to this MOU must be made in writing and signed by both parties.

VI. SCOPE OF AGREEMENT

This program model will include a combination of services delivered to approximately 50-60 students at four district 4 sites including:

- A. On-campus and community-based outreach
- B. Screening, brief intervention, and referrals to treatment with Contra Costa County (CCC) Alcohol and Other Drug Services (AODS)
- C. Weekly afterschool activities, delivered in groups of 10-12, including:
 - Experiences related to visioning for the young person's future
 - Access to safe adults and group mentoring experiences
 - Off-site trips (2 per year) and program celebrations (2 per year)
 - Curriculum-based Substance Use Disorder (SUD) group meetings available 2-4 times per week
 - Positive Youth Development
 - Motional Interviewing
 - Cognitive Behavioral Therapy

VII. AUDITS

MDUSD's records, as defined in this Agreement, shall be accessible to LA FAMILIA for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate the MDUSD's performance of its obligations as set forth in this Agreement. LA FAMILIA shall be entitled to access MDUSD's premises to observe operations, inspect records, or otherwise evaluate performance at all reasonable times and with at least five (5) working days advance notice. LA FAMILIA shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of the MDUSD's work.

Separate and apart from the audit and inspection provisions set forth above, MDUSD's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars or audits otherwise authorized by Federal or State law.

VIII. LIABILITY INSURANCE; MUTUAL INDEMNIFICATION

LA FAMILIA will be responsible for liability insurance for all LA FAMILIA staff and volunteers and all activities funded through this agreement. Upon request, LA FAMILIA will provide evidence of general liability insurance in a minimum amount of \$1,000,000 per

occurrence that names MDUSD as additional insured, for LA FAMILIA operations, students, volunteers, and personnel at premises identified in Section VIII where LA FAMILIA provides programs/services.

LA FAMILIA shall defend, indemnify, and hold MDUSD, its directors, officers, employees, representatives and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees and litigation expenses), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of LA FAMILIA, and its directors, officers, employees, representatives or agents.

MDUSD shall defend, indemnify, and hold LA FAMILIA, and its directors, officers, employees, representatives and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees and litigation expenses), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of MDUSD, its employees, representatives or agents.

LA FAMILIA and MDUSD shall pay all costs that may be incurred by the other party in enforcing this indemnity, including reasonable attorneys’ fees and litigation expenses. The provisions of this section shall survive the expiration, termination, or assignment of this Agreement.

IX. SERVICE SITES

The parties will provide services to clients in communities throughout Contra Costa County, as well as at the following designated services sites:

Mt. Diablo High School
2450 Grant Street
Concord, CA 94520

Ygnacio Valley High School
755 Oak Grove Road
Concord, CA 94518

Concord High School
4200 Concord Blvd.
Concord, CA 94521

College Park High School
201 Viking Drive
Pleasant Hill, CA 94523

X. TERMS

There is no exchange of funds between LA FAMILIA and MDUSD related to this MOU. This is an in-kind MOU between the parties.

XI. OTHER TERMS

A. CONFIDENTIALITY

MDUSD agrees to maintain the confidentiality of any information which may be obtained with this work. MDUSD shall comply with whatever special requirements in this regard as are described or referred to in this Agreement. Confidential information is defined as all information disclosed to MDUSD which relates to LA FAMILIA's past, present and future activities, as well as activities under this Agreement. MDUSD shall hold all such information in trust and confidence.

Upon cancellation or expiration of this Agreement, MDUSD shall return to LA FAMILIA all written or descriptive matter which contains any such confidential information.

LA FAMILIA shall respect the confidentiality of information furnished by MDUSD to LA FAMILIA as otherwise provided by law.

B. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that the relationship created by this MOU is one of independent contractor status and that no employment relationship exists. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees.

C. LIVESCAN REQUIREMENTS

The parties are responsible to ensure that their respective program staff have been: (a) fingerprinted prior to providing services; and (b) submitted to a criminal background check via Livescan or a similar service as required by the Health Code.

D. ENTIRE AGREEMENT

This MOU embodies the entire agreement of the parties in relation to the subject matter herein, and no other agreement or understanding whether verbal, written or otherwise exists between the parties.

E. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

XII. GOVERNING LAW

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

XIII. NOTICES

All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail, postage pre-paid, sent to the address designated below. Any party may modify their respective contact information identified in this section by providing notice to the other party.

The contact information for the parties is as follows:

LA FAMILIA

Attn: Aaron Ortiz, Executive Director
24301 Southland Drive, Suite 300
Hayward, CA 94545

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

Attn: Stephanie Roberts, Director Partnerships & MTSS
1026 Mohr Lane
Concord, CA 94518

(Signatures to follow on next page)

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

Aaron Ortiz, Chief Executive Officer
La Familia Counseling Service

Date

Jennifer Sachs, Chief, Educational Services
Mount Diablo Unified School District

Date