

**MEMORANDUM OF UNDERSTANDING BETWEEN
WILLOWS UNIFIED SCHOOL DISTRICT
AND
NORTHERN VALLEY INDIAN HEALTH, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made July 1st of 2026 (“Effective Date”), by and between the Willows Unified School District (“District”) and Northern Valley Indian Health, Inc. (“NVIH”), (individually a “party” and collectively the “parties”).

WHEREAS, NVIH and the District have previously entered into certain Memorandum of Understanding as subsequently modified and/or amended (the “First MOU”) to provide school-based outpatient mental health services to children and youth enrolled in the Willows Unified School District (“students”); and

WHEREAS, the parties desire to enter into this MOU to articulate and clarify the roles, responsibilities and expectations of each party for the provision of mental health services to students requiring services.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE PARTIES

NVIH and the District shall perform such obligations which are set forth in **Exhibit A**, attached and incorporated herein by reference, in accordance with this MOU.

2. TERM; TERMINATION

2.1. The term of this MOU shall commence on the Effective Date of this MOU and end the 30th of June of 2027, unless sooner terminated in accordance with this MOU. The parties agree that the term of this MOU may run concurrently with the First MOU. The parties may renew this MOU for additional terms upon mutual written agreement.

2.2. Either party may terminate this MOU by providing thirty (30) days’ notice to the other party.

3. COMPENSATION AND BILLING

3.1. Initial Fee. The District shall pay to NVIH a fee of One Hundred and Eighty Thousand Dollars (\$180,000) (hereinafter, the “Initial Fee”) for costs incurred by NVIH in initiating NVIH’s school-based behavioral health services to ensure the availability of qualified professionals for the provision of services under this MOU. The Initial Fee shall be due and payable within thirty (30) days after the Effective Date of this MOU.

3.2. Billing. NVIH shall have the right to bill for, collect and retain reimbursement for services rendered under this MOU. Medicaid, any insurance affordability program, private insurance and sliding fee scale for uninsured or underinsured may be billed for by NVIH. No student will be turned away due to inability of payment.

4. CONFIDENTIALITY

- 4.1. Each party understands and acknowledges that, by virtue of entering into this MOU, each party may have access to confidential and proprietary information of the other party that is confidential and constitutes valuable, special and unique property of the other party (“Confidential Information”). Each party shall only use Confidential Information in the performance of the duties described in this MOU. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis or as required by law.
- 4.2. The parties agree to comply with any applicable laws or regulations and make best efforts to assure that:
 - 4.2.1. All information and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
 - 4.2.2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
 - 4.2.3. Each party shall only share information between the parties to the extent allowable, necessary and in accordance applicable laws and regulations.
- 4.3. Each party shall comply with, and require its officers, employees, agents, volunteers, or contractors to comply with all applicable laws and regulations regarding the confidentiality, privacy, and security of all patient information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (45 C.F.R. Part 160, et seq.), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (Public Law 111-5), and the Confidentiality of Medical Information Act (Cal. Civil Code § 56, et seq.), as amended from time to time, and its implementing regulations. The parties agree to comply with the requirements set forth in **Exhibit B** (“Business Associate Agreement”) attached and incorporated herein by reference.
- 4.4. The parties agree that the confidentiality of all student data and information will be maintained in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. § 1232g), as amended from time to time, and its implementing regulations (34 C.F.R. Part 99).
- 4.5. Each party shall notify the other party promptly if the party knows of any unauthorized possession, use, knowledge or attempt thereof, of either party’s data files or other confidential information and shall promptly furnish to that party full detail of the unauthorized release or access of such confidential information and shall assist with the investigation or prevention of the further release of such information.
- 4.6. The provisions of this section shall survive the expiration or termination of this MOU.

5. DATA DISSEMINATION

For purposes of publicity, advertising, or media release in any form or medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of

studies or reports, or other materials, and consent to such dissemination.

6. MUTUAL INDEMNIFICATION

- 6.1. Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”) and its directors, trustees, members, officers, employees, volunteers, contractors and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, officers, employees, volunteers, contractors and agents.
- 6.2. It is the intent of the parties where negligence or responsibility for any harm to person or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- 6.3. Each party agrees to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this MOU, within ten (10) business days of such determination. The parties further agree to cooperate in the defense of any such actions. Nothing in this MOU shall establish a standard of care for or create any legal right for any person not a party to this MOU.
- 6.4. The provisions of this section shall survive the expiration or termination of this MOU.

7. INSURANCE

During the term of this MOU, each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this MOU and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker’s compensation as required under applicable law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a party’s request, the other party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.

8. COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations applicable to its performance under this MOU. Any violation of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this MOU and entitles the non-breaching party to terminate this MOU immediately upon delivery of written notice of termination to the breaching party.

9. NON-DISCRIMINATION

The District, NVIH, and all others who from time to time may use school property and facilities described herein with the permission and on the terms and conditions specified by both parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, gender identification, creed, national origin, age, or mental or physical ability, including, but

not limited to, the providing of goods, services, facilities, privilege, and the holding and obtaining of employment.

10. LICENSURE

The parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services contemplated by this MOU.

11. CRIMINAL BACKGROUND CHECK

It is the responsibility of NVIH to make certain that its employees, agents, volunteers, and contractors providing services under this MOU undergo criminal background checks consistent with the governing law and NVIH's policy.

12. STATUS OF THE PARTIES

The relationship between the parties is that of independent contractors only. Nothing contained in this MOU will be deemed or construed to create any partnership, joint venture or other relationship between them, nor will any of their respective employees be construed or deemed to be agents, employees or representatives of the other.

13. NOTICES

All notices which are required or permitted to be given pursuant to this MOU shall be in writing and shall be sufficient in all respects if delivered personally, by electronic mail or facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the parties at addresses shown with their signatures (or such other address as may hereafter be designated by a party by written notice thereof to the other party). Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic mail or facsimile and, as to communications made by United States mail, on the third day after mailing.

14. NON-EXCLUSIVITY

This MOU is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose.

15. INTERPRETATION

The MOU shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU. When interpreting the MOU, the terms of this MOU shall be controlling unless, specifically changed by an Amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOU.

16. SEVERABILITY

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

17. ASSIGNMENT

This MOU shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

18. THIRD PARTY RIGHTS

Nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this MOU.

19. FORCE MAJEURE

Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this MOU to the extent that such nonperformance, delay, loss or damage results from a contingency outside the reasonable control of such party. A contingency for the purposes of this MOU includes acts of God, explosions, storms, blockades, public disorders, quarantine restrictions, embargoes, act or threat of terrorism, strike or labor action, war or threat of military or significant police action, natural disaster, utility failures, power outages, loss of qualified professionals, governmental acts, orders, or restrictions, or other cause beyond its reasonable control. The party claiming to be affected by a contingency shall promptly give notice to the other party.

20. PREVAILING FEES

In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of reasonable attorneys' fees and expenses from the other party.

21. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this MOU shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this MOU.

22. RECITALS, EXHIBITS, AND APPENDICES

The recitals, exhibits, and appendices attached hereto, are hereby incorporated into this MOU by reference.

23. ENTIRE AGREEMENT; AMENDMENT

This MOU constitutes the entire agreement of the parties with respect to the matters contained herein, and

supersedes any and all other discussions, statements and understandings, oral or written, regarding such matters. Notwithstanding anything to the contrary, the parties agree that nothing in this MOU is intended to modify or amend the First MOU and the First MOU shall remain in full force and effect. This MOU shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this MOU in any manner other than by written instrument executed by the parties shall be void.

24. COUNTERPARTS

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

25. REPRESENTATION OF AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed and intend to be legally bound thereby.

Willows Unified School District

Northern Valley Indian Health, Inc.

Emmett Koerperich

Inder Wadhwa

Superintendent

Chief Executive Officer

Date

Date

EXHIBIT A
ROLES AND RESPONSIBILITIES

I. Responsibilities of NVIH

- A. Scope of Service. NVIH will provide outpatient mental health services to children and youth enrolled in the Willows Unified School District, identified and scheduled by NVIH at school locations mutually agreed upon between the District and NVIH. Services include the following:
- Mental health screening.
 - Individual mental health evaluation and treatment.
 - Treatment plan formation. Treatment or intervention plans may require visits to students' homes or community agencies by NVIH Behavioral Health Therapists (permission not needed from the District or school).
 - Telehealth, tele-psychiatry and referral services may be provided as appropriate. For students or other individuals (e.g., families of students) not accepted for treatment, NVIH will assist in identifying other services and referrals, as appropriate.
 - Provide focused skill-building services for individuals or families, to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies.
 - Provide case management services including but not limited to assistance in enrolling non-insured students in insurances such as Medi-Cal or private insurance, connecting families to community resources that support medical needs, housing needs or other areas of assistance.
 - Provide crisis intervention as needed to children and youth who are active on the NVIH clinical caseloads including stabilizing clients in crisis by providing interventions to children and youth who are determined to be a danger to themselves or others and may need to be placed on a 5150/5585 hold. NVIH Behavioral Health Therapists will communicate with school administration and/or designee of any immediate safety concerns resulting in a student being referred for a 5585 (5150 for over 18 years of age) and or Child Abuse Reporting. This notification does not preclude the Mental Health Clinician from making the appropriate safety calls for assessment and/or reporting.
 - The District understands and agrees that NVIH Behavioral Health Therapists cannot provide ongoing support or treatment services for children and youth who are not currently open clients on their caseloads. NVIH Behavioral Health Therapists are not the Crisis Support services for the District school sites. The District school sites are encouraged to utilize their internal Crisis Protocols.
- B. NVIH Behavioral Health Therapists. NVIH will provide three (3) clinical staff position, including Associate Clinical Social Workers (ACSWs) or Associate Marriage and Family Therapists (AMFTs) who will be clinically supervised by an NVIH licensed health care provider in accordance the Centers for Medicare and Medicaid Services (CMS) guidelines, NVIH policy and applicable law or Licensed Clinical Social Workers (LCSWs) or Licensed Marriage and Family Therapist (LMFTs) (hereinafter, the "Behavioral Health Therapist"), and other support staff as appropriate for the provision of services under this MOU. The NVIH Behavioral Health Therapists will build their caseloads to approximately 25-30 children for the duration of this MOU. Actual caseload numbers will vary based on the severity of the mental health/behavioral health symptoms of the children, but at no time shall their caseload exceed 30 children per NVIH Behavioral Health Therapist without NVIH's consent. NVIH shall be solely responsible for managing, monitoring, and overseeing NVIH Behavioral Health Therapists in the provision of services at the District. Only individuals that have had their background check results reviewed and approved by NVIH shall be allowed to work on District property. This requirement shall

be applied to all staff, whether or not they are required to hold a medical license. The costs of this background check will be borne by the NVIH. NVIH policy dictates that Behavioral Health Therapists are expected to notify their supervisors whenever troublesome cases or unusual incidents arise and will file unusual incident reports as required to the Behavioral Health Therapist's supervisor. Should a conflict arise with respect to NVIH policies and procedures, it is the responsibility of the Behavioral Health Therapist's supervisor or designee to work with the school site in resolving the matter.

- C. NVIH agree to adhere to all Mandated Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, Sections 11164-11174.3 of the California Penal Code.
- D. NVIH agree to periodically meet with school site and/or District level administration regarding the effectiveness of the school based mental health services.

II. Responsibilities of the District

A. Place of Service: The District agrees to:

- (1) Provide a dedicated and confidential private office and/or meeting space in which the NVIH Behavioral Health Therapists can meet with referred students, their families, and school personnel in a manner that ensures confidentiality for the implementation of services. NVIH Behavioral Health Therapists shall not share space with other staff during their designated service hours. This space shall not be a cubicle or a location in the common area (i.e., Multipurpose Room). The space shall be equipped in a manner that supports the use of a laptop computer and have Internet and/or Wireless capability and access. Office furniture and group room furniture will be supplied by the District. The District is responsible for the facility and maintenance for the facility.
 - (2) Provide access to at least one dedicated confidential space to be used for group services, family meetings, and other psycho- educational group activities.
 - (3) Provide each of NVIH's Behavioral Health Therapists with District identification badge that will allow the Behavioral Health Therapists ready access and freedom of movement within the facility.
 - (4) Provide NVIH Behavioral Health Therapists access to copying equipment for their use to copy documents needed for their records and to reproduce any materials utilized with the students and families served, and other reasonable performance of services.
 - (5) Enable NVIH Behavioral Health Therapists to have classroom access to observe the students referred to NVIH in the academic and social environment of their classroom as needed.
- B. The District shall have a dedicated on-site school administrator and/or designee who can be the point of contact for NVIH Behavioral Health Therapists.
 - C. The District shall be responsible for allowing students to be released from school activities when appropriate for an appropriate length of time when services are provided during the school day.
 - D. The District agrees to provide assistance in dissemination of information about NVIH to

parents/guardian and students, such as inclusion of pamphlets/informational brochures with enrollment packets.

- E. The District shall ensure and provide assistance in obtaining consent from student's parent or legal guardian for the provision of services and for NVIH to communicate with designated District staff. This authorization shall also include permission for reporting to the District regarding the quantity and type of services received for grant purposes (if any) and continuity of care between NVIH and the District as appropriate.

III. Responsibilities of the Parties

- A. The parties agree to work together to establish appropriate roles and responsibilities of NVIH and District staff. The District understands and agrees that services provided by NVIH are not intended to replace services provided by the District's school guidance counselors, school social workers, and school psychologists. The District agrees to coordinate with and integrate NVIH Behavioral Health Therapists into staff meetings, staff development trainings, IEP process/student assistance team as needed.
- B. Service Schedule. The District will assist NVIH in the development of a workable schedule to facilitate student access to services. The District and NVIH shall agree upon a mutually agreeable schedule for the provision of services to students. Such schedule may be changed from time to time during the term of this MOU upon the mutual agreement of the parties.
- C. Referrals of Students. The District will ensure appropriate referrals of students to NVIH. Referrals of students for services from the District must be made in the referral format suggested by NVIH and in a manner consistent with NVIH policy and procedures. All participating school sites are requested to provide a school administrator and/or designee with experience in student support services, school and medical practice and delivery, and integrating systems of care, to assist in service implementation and ongoing operations, to assign requests for services and assist the District and NVIH interface in this collaborative endeavor. A uniform referral process is critical to NVIH's service delivery, record keeping, and accountability. The parties understand and agree that all referrals, whether self-referral by the student or by the staff, contain confidential information and cannot be shared or copied without appropriate authorization.
- D. The District and NVIH will maintain their own records. NVIH will maintain patient information in NVIH's separate electronic health record system. The District understand and agree that when a record is developed in response to a referral for mental health services and NVIH provides services, that record (i.e., records of the identity, diagnosis, prognosis, and treatment of an individual maintained in connection with the performance of services) belongs to the NVIH and is not a part of the school record. As such, only those individuals authorized by NVIH or those who have a written authorization for release of information may have access to information in these records, unless authorized by law.
- E. The District agrees to provide assistance to students in determining Medi-Cal eligibility, and enrollment in Medi-Cal or other insurance plan. NVIH may assist with this upon request.