

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**LUMINARIAS INSTITUTE, INC.**

AND

**YPI CHARTER SCHOOLS**

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This agreement is dated as of September 01, 2022 by and between Luminarias Institute, Inc. (“Luminarias”), an established California 501 c(3) nonprofit organization with its principal address at 601 South Brand Blvd., Suite #110, San Fernando, California 91340 and YPI CHARTER SCHOOLS, with its principal address at 10660 White Oak Ave, STE B101 Granada Hills, CA 91344.

**WHEREAS**, Luminarias warrants that it is an incorporated 501(c)(3) organized under the Nonprofit Public Benefit Corporation Law; operating in compliance with all rules and regulations stipulated by the Board of Behavior Sciences (BBS).

**WHEREAS**, the mission of Luminarias is to partner with YPI CHARTER SCHOOLS, students and the community to develop and sustain healthy, responsible families;

**WHEREAS**, YPI CHARTER SCHOOLS, provides educational families who may benefit from mental health services by Luminarias or who may display need of certain services by Luminarias;

**WHEREAS**, the parties desire to summarize their understanding concerning programs and services to be rendered and facilities/resources to be provided by each to the other;

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. Obligations of Luminarias.**

1.1 Luminarias shall ensure that at all times during the terms of this agreement that providers of mental health services possess at least graduate level training in a related field and are supervised by at least a licensed marriage and family therapist (Supervisor), under the provisions and in compliance with all rules and regulations as stipulated by the BBS.

1.2 Supervisor must be: (1) duly licensed to oversee the provisions of such programs and services in the state of California; (2) be in good standing with the applicable licensing board of California; (3) be covered by professional liability insurance in

accordance with this agreement; (4) comply with all applicable licensing requirements under California law.

## **2. Performance Standards.**

At all times during the terms of this agreement, Luminarias and providers shall use best efforts to ensure that providers shall comply with the following performance standards:

2.1 The Providers shall comply with all applicable federal, state and local laws and with orders or directives of any governmental agency, accrediting organization, peer review organization, or court of competent jurisdiction, including, but not limited to, the standards of the BBS including but not limited to any and all applicable laws and standards relating to privacy, confidentiality, documentation and record retention.

## **3. YPI CHARTER SCHOOLS, Responsibilities**

3.1 YPI CHARTER SCHOOLS, shall, at its sole expense, subject to regulatory and budgetary requirements and any necessary approval of its governing board, which approval shall not be unreasonably withheld, furnish such space, facilities, and accommodations as may be reasonably necessary for the timely, professional and competent provision of Telehealth programs and services. Due to the current COVID 19 Pandemic, Telehealth services will be utilized to conduct mental health sessions. Instead of attending in person treatment, the clients will be able to receive treatment from the location as per unique needs of clients. Clients' treatment can be coordinated in or out of school house depending on the client's unique needs in coordination with YPI CHARTER SCHOOLS, and Luminarias staff. YPI CHARTER SCHOOLS, shall provide support in scheduling and contacting students/families to promote and support ongoing consistent mental health services via tele-health model. As needed and deemed appropriate, YPI CHARTER SCHOOLS will support on campus access to space and resources (i.e. Wi-Fi access, Chromebooks, or smart devices, or computers with webcam and microphone capabilities.) to implement virtual sessions and ensure the confidentiality and privacy of the provision of any such on-site programs and services while on campus.

3.2 YPI CHARTER SCHOOLS shall, at its sole expense, furnish ordinary janitorial service, waste and hazardous waste disposal, laundry, gas, water, heat, air conditioning, telephone and such electricity for light and power, and other utilities as are reasonably necessary for the proper provision of such programs and services.

## **4. Luminarias Institute, Inc. Programs and Services**

4.1 Responsibilities of Luminarias Institute, Inc. are the following:

- Administrator and/or administrator designee actively participate with school leadership team to:

- Ensure collaborative partnership and outcomes
- Provide authority for decision making regarding resources, policy change
- School-based clinician actively participate on school-based team(s), to support effective school-community collaboration that promotes:
  - well-defined roles and responsibilities of team members (with structures in place to avoid duplication of efforts),
  - data sharing,
  - data-based decision making,
  - seamless services and supports across tiers,
  - integration of mental health and other academic supports, and
  - effective referral processes.
- Luminarias staff will provide professional development for school personnel and psycho education to school community.

#### 4.2 Provide mental health screening, assessment, and services to include:

**Tier 1** – Mental health promotion services and supports (Tier 1) are mental health-related activities, including promotion of positive social, emotional, and behavioral skills and wellness, which are designed to meet the needs of all students regardless of whether or not they are at risk for mental health problems.

- Implementing mental health screening
- School climate activities
  - Support family and community outreach
  - Positive behavioral expectations and rules/Classroom management
  - Bullying prevention
  - Acknowledgements
  - Resiliency Practices (trauma, restorative practice, poverty)
- Provide mental health professional development for
  - students
  - families/caregivers
  - teachers/school staff

**Tier 2** – Selective services and supports (Tier 2) to address mental health concerns are provided for groups of students who have been identified through needs assessments and school teaming processes as being at risk for a given concern or problem. When problems are identified early and supports put in place, positive youth development is promoted, and problems can be eliminated or reduced.

- Collaborative in the development of secondary interventions with school staff
- Facilitate secondary interventions (Social/Emotional Instructional groups, Mentoring, Psycho-Educational learning Seminar, etc.)
- Progress monitoring of students receiving secondary interventions

- Participate in the school's Intervention Support Team process to provide consultation and problem-solving strategies
- Communicating with students, families, and staff on student progress in interventions
- Monitor that the chosen interventions are being implemented with fidelity

**Tier 3** – Indicated services and supports (Tier 3) to address mental health concerns are individualized to meet the unique needs of each student and families who are displaying concern in multiple life domains (home, school, and community). When individualized interventions are put in place, the severity and intensity of problem behavior decrease.

- Collaborate in the development of tertiary interventions with school staff
- Facilitate tertiary interventions by providing the following services:
  - Individual therapy
  - Family therapy
  - Group therapy
- Progress monitoring of students receiving tertiary interventions
- Coordinate and facilitate crisis response for individual students as needed
- Participate on Intervention Support Team and individual student teams (as requested) to provide consultation and problem-solving strategies
- Facilitate transitions to and from community agencies and programs (e.g., mental health providers, psychiatric hospitals and day programs, juvenile services, child welfare) by utilizing MTSS continuum of supports.

For all of above services, utilize evidence-based services and supports, as available. When evidence-based interventions are not available for intended population, selected interventions should be based on promising/best practices and should be evaluated for program impact.

Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used, and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.

Meet federal, state, and local regulations required of community mental health providers, including those stipulated by the Health Insurance Portability and Accountability Act (HIPAA).

## **5. Financial Terms.**

LUMINARIAS INSTITUTE, INC. will provide 4 Therapists per school site at the cost of \$1000 per therapists per month for one full 12-month period. YPI CHARTER SCHOOLS having 3 school sites, YPI Valley Public Charter High School (Aka Bert Corona High School) Bert Corona Charter School and Monseñor Oscar Romero Charter Middle School each school site is charged \$48,000.00 annually. YPI CHARTER SCHOOLS having 3 school sites will pay a combined \$144,000.00 this payment is expected to be paid in full ASAP. This covers Stipends used as enticements to recruit

and retain mental health service practicum students that will be procured and provided by LUMINARIAS INSTITUTE, INC.

## **6. Term.**

The term of this agreement shall begin on the date of full execution and end on September 01, 2023. This agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

## **7. Termination.**

7.1 This agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days.

7.2 Either party may terminate this agreement immediately upon:

6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up on the affairs of, or the cessation of the provision of programs and services by Luminarias;

6.2.2 Luminarias' failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate a non-profit organization; or

6.2.3 A material breach by either party of any of their respective obligations under this agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

### **6.3 Effect of Termination**

6.3.1 Upon termination of this agreement, as provided above, no party shall have any further obligation hereunder, except for obligations occurring prior to the date of termination, including but not limited to obligations, promises, or covenants contained herein which are intended to extend beyond the term of this agreement, including without limitation any indemnities, access to records, and confidentially as herein required.

## **8. Confidential Information.**

a. YPI CHARTER SCHOOLS acknowledges and Luminarias warrants that it is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (HIPAA) and regulations

promulgated thereunder (“HIPAA Regulations”). Luminarias shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. YPI CHARTER SCHOOLS acknowledges and agrees that Luminarias is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. YPI CHARTER SCHOOLS and Luminarias shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

b. Luminarias and all of its employees shall comply with FERPA and state law governing privacy of records. Luminarias understands that FERPA and state laws governing privacy of records apply when sharing YPI CHARTER SCHOOLS resident family information that is received, divulged or otherwise obtained by Luminarias during the course of providing mental health services.

c. Information that is required to be immediately reported to appropriate YPI CHARTER SCHOOLS personnel includes information that would lead a reasonable person to conclude that the student is in danger of harming him/herself or others, or the student is in a situation that is potentially harmful to their wellbeing.

d. In providing services in this capacity, Luminarias shall work collaboratively with YPI CHARTER SCHOOLS personnel to ensure that pertinent information is provided to ensure necessary services and supports are available to students.

e. All information that is received, divulged or otherwise obtained by Luminarias that may constitute an emergency or high risk situation is brought to the attention of appropriate YPI CHARTER SCHOOLS.

## **9. Indemnification and Insurance.**

a. The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney’s and consultant’s fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

b. Luminarias shall at its expense, obtain and maintain in force during the term the following insurance coverage:

i. A policy of workers/ compensation insurance, in amounts required by law, covering any and all Luminarias staff;

ii. A policy of professional and liability insurance covering the services to be provided by Luminarias pursuant to this agreement in the amount of

not less than One Million Dollars (\$1,000.000) per occurrence and Two Million Dollars (\$2,000.000) in the aggregate.

c. YPI CHARTER SCHOOLS shall at its expense, obtain and maintain in force during the term the following insurance coverage:

i. A policy of workers' compensation insurance, in amounts required by law, covering all YPI CHARTER SCHOOLS employees; and

ii. A policy of comprehensive general liability insurance and contractual liability with broad form property damage endorsement in the amount of not less than Two Million Dollars (\$2,000.000) combined single limit with respect to personal injury, death, or damage to property.

d. Proof of Insurance. Upon request but no more than annually, Luminarias and YPI CHARTER SCHOOLS each provide the other with certificates of insurance and such other proof of insurance reasonably satisfy to evidence that the insurance required pursuant to this agreement is in full force and effect.

e. Claims Made Insurance- Tail Coverage. If any policy of insurance required to be provided by either party, under this Section 8 is provided by a claims-made form of policy, the procuring party or parties shall only utilize such coverage if "tail" or extended reporting coverage for a period of at least five (5) years following the termination or expiration of the policy is available, and the procuring party shall notify the other party of the existence of such coverage.

## **10. Additional Terms.**

a. Relationship between the Parties/Representations:

i. None of the provisions of this agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this agreement. The parties are not and shall not be construed to be in a relationship of joint venture, partnership, or employer-employee. It is expressly understood and agreed that Luminarias and YPI CHARTER SCHOOLS shall at all times act as independent contractors. Providers shall not have any claim under this agreement against YPI CHARTER SCHOOLS for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, health insurance benefits, unemployment insurance benefits, or employee benefits of any kind. YPI CHARTER SCHOOLS shall not have nor exercise control or direction over the methods by which providers complete programs at YPI CHARTER

SCHOOLS or services at an off-site office.

- ii. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name or the other party in any publication or advertisement, except with the written consent of the other party or as is explicitly provided for herein.

9.2. Governing Law: This agreement and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California.

9.3 Benefit, Assignment: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.

9.4 Amendment: This agreement may be amended, supplemented or modified only by written instrument executed by the parties. No waiver of any provision of this agreement shall be binding unless executed in writing by the parties.

9.5 Severability: Should any provision of this agreement or application thereof be held unenforceable or invalid, the remainder of this agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this agreement.

9.6 Notice: Any notices, approvals, specifications, requests, consents, or demands required, permitted, or desired to be given hereunder shall be in writing and shall be considered effective as of the date of either (a) in hand delivery; (b) mailed by prepaid registered or certified mail, return receipt requested; or (c) sent by a nationally recognized overnight courier service addressed as follows:

**AS TO LUMINARIAS:**

Luminarias Institute, Inc.  
601 South Brand Blvd. Suite #110  
San Fernando, CA 91340  
Attention: Jose Cardenas, Psy.D, Chief Executive Officer

**AS TO YPI CHARTER SCHOOLS:**

YPI CHARTER SCHOOLS  
10660 White Oak Ave, STE B101  
Granada Hills, CA 91344  
Attention: Yvette King-Berg Executive Director at YPI CHARTER SCHOOLS

9.7 Entire Agreement: This agreement constitutes the entire agreement between the

parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties.

9.8 Counterparts: This agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as of the date written below by their duly authorized representatives.

Jose Cardenas Psy. D. CEO  
Luminarias Institute, Inc.

9/1/2022

Date

Yvette King-Berg  
Executive Director

Date