

# Renewing Hope Family Counseling Center, Inc.

Memorandum of Understanding (MOU)  
Between  
Renewing Hope Family Counseling Center, Inc. (RHFCC)  
And  
Hemet Unified School District (HUSD)

This Memorandum of Understanding (MOU) is made and entered into July 22, 2020 by and between Renewing Hope Family Counseling Center, Inc., A California Corporation, hereinafter referred to as RHFCC, and the Hemet Unified School District, hereinafter referred to as HUSD (Individually or collectively referred to in MOU as a Party or the Parties).

## Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing Mental Health Services to children enrolled in the HUSD and their families living in Hemet and the surrounding communities.

This MOU is intended to:

Provide Behavioral Health Services to children and families who are IEHP, Kaiser, Magellan, Cigna, Optum, Blue Shield, Beacon, or other eligible insurances as eligible and meet medically necessity at no cost to the school or the family.

Offer Collaboration with school personnel to assist clients with improving mental, behavioral, social, and academic functioning.

Provide referrals if the need exists.

## Background

Renewing Hope Family Counseling Center, Inc. is providing individual, family, and group psychotherapy services to children, adolescents, adults and their families ranging from ages 0-99 living in the mid county region of Riverside County. We offer individualized and flexible services to meet the specific needs of the individual and/or their families, stabilize crises, and provide care for the child/adolescent in the least restrictive setting possible. The majority of services are offered in office or at the school as needed.

Services include, Assessment and Evaluation, Individual and Family Therapy, Group Therapy, Behavior Modifications, Parent Training and Family Support. RHFCC takes a team approach that includes, Clinicians, Psychologist and Psychiatrists. We also can refer to Psychiatrist's for Medication, Medication Support and Monitoring or Psychological testing if needed.

## RHFCC Responsibilities under this MOU

To identify a Staff Member to act as the Liaison between HUSD and RHFCC for referrals provided by HUSD.

Promptly process Referrals from schools within the HUSD.

## **Renewing Hope Family Counseling Center, Inc.**

Our program will offer Therapeutic Services to students who have are IEHP, Kaiser, Magellan, Cigna, Optum, Blue Shield, Beacon, or other eligible insurances as eligible and meet medically necessity.

Communicate and Collaborate with HUSD regarding clients and indicate this in the client's Authorization to Release Information Form.

Promote on-going efforts and services provided by HUSD as depicted in their Mission Statement.

Refer Student and Families with needs outside of our scope of practice to Local Professionals and quality resource providers in the community and notify HUSD of same.

Comply with all State, County, City and HUSD Laws and Regulations.

Maintain records on all services provided for Students and Families in accordance with RHFCC standards.

Provide for their own supplies and materials to include computers, assessment tolls, educational games, and office supplies, etc.

### **HUSD Responsibilities under the MOU**

Identify a Staff Member to act as a liaison between HUSD and RHFCC to manage referrals made by the District to RHFCC.

Support ongoing efforts by RHFCC to provide a continuum of services to HUSD students and families by identifying students and making appropriate referrals for intervention and treatment.

Provide a Private and Conducive Space for the Therapeutic Sessions.

Provide assistance, as needed, to serve those students whom HUSD identifies as needing this service.

Comply with all State, County, City and HUSD Laws and Regulations.

Assist RHFCC to ensure all staff is familiar with the Goals and Objectives of these services.

It is mutually understood and agreed by and between the parties that:

Modification of the MOU once signed by both parties must be in writing and signed by both parties.

Termination of Services, by either party must be submitted in an Intent to Terminate Services letter to the other party Thirty (30) days prior to actual termination of Services.

RHFCC maintains Sole Responsibility of Billing are IEHP, Kaiser, Magellan, Cigna, Optum, Blue Shield, Beacon, or other eligible insurances as eligible for services provided. HUSD will not be billed or invoiced for any services provided to HUSD students or their families attending services.

### **Miscellaneous**

Hold Harmless – RHFCC shall indemnify, defend, and hold harmless HUSD, and it's Board of Trustees employees, agents, and volunteers form any and all claims, actions, losses,

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damages, and/or liability arising from the negligent acts, omissions, or intentional misconduct of RHFCC, it's officers, employees, agents, subcontractors, volunteers, or assigns, which arise from or are in any way related to this MOU. HUSD agrees to indemnify, defend, and hold harmless RHFCC, and its Board of Trustees employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the negligent acts, omissions, or intentional misconduct of RHFCC, it's officers, employees, agents, subcontractors, volunteers, or assigns, which arise from or are in any way related to this MOU.

### Insurance

Before the commencement of any labor or services under this MOU, RHFCC shall, at its own expense, procure, and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the labor or service hereunder by RHFCC. Its officers, employees, agents, or volunteer. RHFCC shall also require all its subcontractors to procure and maintain the same insurance for the duration of the MOU, RHFCC shall furnish to HUSD a Certificate of Insurance, stating liability insurance is presently in effect as follows:

**Commercial General Liability Insurance:** Not less than \$1,000,000 Each Occurrence; \$4,000,000 General Aggregate; \$1,000,000 Products/Completed Operations; \$1,000,000 Personal/Advertising Injury Limits. Coverage to include General, Professional Coverage, including, but not limited to Sexual Molestation/Misconduct. RHFCC agrees to provide HUSD with a complete copy of policy to include all coverages and exclusions.

The Certificate(s) of Insurance must provide the Following Requirements:

Additional Insured Language:

Shall apply to both the General Liability and Auto Liability naming:  
HEMET UNIFIED SCHOOL DISTRICT, its officers, agents, employees, and servants as Additional Insured.

**Automobile Liability Insurance:** provided shall include Hired and Non-Owned Auto Coverage of \$1,000,000 per accident for Bodily Injury and Property Damage and shall be in effect at all times during the term of the contract. RHFCC agrees to provide thirty (30) Days written notification prior to Policy

**Changes or Cancellations:** In the event that Insurance Coverage expires at any time during the term of the contract, RHFCC agrees to provide a new Certificate of Insurance to:

HEMET UNIFIED SCHOOL DISTRICT  
1791 W. ACACIA AVENUE  
HEMET, CALIFORNIA 92545

## **Renewing Hope Family Counseling Center, Inc.**

New Certificates of Insurance are subject to the approval of HUSD. RHFCC agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain Insurance Coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, HUSD may terminate RHFCC's control over the work and may proceed with the completion of the work in a manner it deems appropriate.

### **Workers Compensation Insurance:**

Employees Liability Limits of \$1M, \$1M and \$1M, which is also included and made part of the Workers Compensation Coverage.

Shall furnish to HUSD a Certificate of Insurance, insured by an Insurance Carrier Licensed to write Workers Compensation Insurance in the State of California and had an AM Best Rating of A or Higher, including the name of the carrier and the date of expiration of the insurance, or a Certificate of Self-Insure, issued by the California Department of Industrial Relations with Employers Liability Limits of \$1M/\$1M/\$1M.

RHFCC shall be required to secure the payment of Workers Compensation to his/her employees in accordance with the provisions of Labor Code Section 3700.

RHFCC shall place into effect, maintain and enforce such insurance for claims under Workers Compensation Acts and from any other claims for damages to property or personal injury including death, which may arise from operations under this contract, and will hold the State, County, City and its officers, employees and agents harmless from all liability for such claims.

RHFCC shall provide the HUSD, Upon Request, the Certificates of Insurance, and Endorsements effecting Coverage required by this MOU. The Certificates and Endorsements for each Insurance Policy shall be signed by a person authorized by that insurer to bind Coverage on its behalf and shall be on forms reasonably acceptable to HUSD.

### **Compliance with Educational Code Section 45125.1**

#### **Fingerprinting:**

RHFCC hereby acknowledges that it will comply with Educational Code Section 45125.1 with respect to fingerprinting of officers and employees who may have contact with HUSD students. RHFCC shall also ensure that its agents, subcontractors, volunteers or assigns who are involved in the program for the students of HUSD also comply with the requirement of Section 45125.1. RHFCC shall provide Fingerprint Background Certification prior to any of RHFCC's officers, employees, agents, subcontractor, volunteers, or assigned meeting HUSD's pupils.

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### TB TEST:

RHFCC shall provide Hemet Unified School District with proof of negative TB test of each employee subject to this agreement, current within sixty (60) days of beginning work.

Confidentiality: RHFCC shall maintain the confidentiality of all student records and information acquired in the course of services provided under this MOU, including protection of names and other identifying information from unauthorized disclosures. RHFCC may share and disclose student records only as authorized by pertinent state and federal law, including but not limited to, the express, written consent of the student's parent or guardian, and the release of statistical information. RHFCC shall observe all Federal, State, and County laws concerning the security and privacy of students' records and information, as applicable.

### License/Certifications/Contracts:

RHFCC shall, through the term of this MOU maintain in current and "good standing" status all licenses, certifications and contracts necessary for the provisions of services hereunder and required by the law and regulations of the United States, the State of California, County of Riverside, and all other applicable governmental agencies. RHFCC shall ensure that all personnel performing services under the terms of this MOU are in compliance with all applicable certification requirements and shall provide to HUSD evidence of such compliance upon written request from HUSD. If a service provider's certification is suspended or otherwise invalid, RHFCC shall ensure that the suspended service provider will not provide services until his or her certification is in "good standing".

### Equal Opportunity Employer:

RHFCC represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin, ancestry, sex, or age. Such non-discrimination shall include, but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, lay off or termination.

### Drug and Tobacco Free Facilities:

All HUSD facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoke or smokeless) is always prohibited on all areas of HUSD facilities.

Counterparts: This MOU may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on agreement.

Independent Contract Status: It is expressly understood and agreed by both parties that RHFCC (including it's Officers, Employees, Agents, Subcontractors, Volunteers or Assignees) is an independent contractor and not an employee of HUSD while engaged in carrying out and complying with any of the terms and

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conditions of this MOU. RHFCC understands and agrees that RHFCC and all its Officers, Employees, Agents, Subcontractors, Volunteers or Assignees shall not be considered Officers, Employees, Agents, Subcontractors, Volunteers or Assignees of HUSD, and are not entitled to benefits of any kind normally provided to HUSD employees or agents as they relate to other services to be provided under this MOU. RHFCC shall assume full responsibility for payment of all Federal, State, and Local States for the respective RHFCC' employees. RHFCC expressly warrants that it will not represent at any time or in any manner, that RHFCC is an employee or agent of the HUSD. RHFCC shall not have authority to, and shall not incur any debt, obligation, or liability on behalf of HUSD. Upon expiration or termination of this MOU, neither party will have any further obligations under this MOU, except that the confidentiality provisions set forth in this contract will survive termination of the MOU.

Effective Date and Signatures:

This MOU shall be effective \_\_\_\_\_ 2020, between Renewing Hope Family Counseling Center, Inc. Cassandra Marie Rose, President, and an authorized official of HUSD. It shall be in force through \_\_\_\_\_ 2020.

Both Parties indicate agreement with this MOU by their Signature

\_\_\_\_\_  
Cassandra Marie Rose  
President, Renewing Hope Family Counseling Center, Inc.

Date\_\_\_\_\_

\_\_\_\_\_  
Hemet Unified School District  
Authorized Representative

Date\_\_\_\_\_

Print Name:

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