



## **Memorandum of Understanding**

THIS Agreement is entered into this **Date** between **District** hereinafter called the “District” and **The Elizabeth Hospice** hereinafter called the “Provider”.

The Provider agrees to perform services for the District school sites as follows: All services outlined in the Scope of Practice that includes: a seven-eight week grief groups on site consisting of a group opening, a grief related activity, optional sharing time, snacks, and a group closing; crisis support; professional trainings to school personnel; resources and consultation as further described in the scope of practice, herewith attached and incorporated. The work will be performed under the direction **Point of Contact,(usually Director of Student Services)**. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of scope of practice.

There is no exchange of funds between the two parties.

The effective time period of this agreement is to be **Dates of service start (month/year) and end (month/year)**. This agreement may be terminated by either party with or without cause upon fourteen (14) days written notice to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, Provider agrees to indemnify, defend and hold District entirely harmless from all liability arising out of: **Worker Compensation and Employer Liability:** Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to Provider’s employees or volunteers or Provider’s subcontractor’s employees or volunteers arising out of Provider’s work under this Agreement; and **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Provider or the District, or any person, firm or corporation employed by the Provider, either directly or by independent contract, upon or in connection with the Services, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent providers who are directly employed by the District. The Provider, at Provider’s own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**INSURANCE:** PROVIDER shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect PROVIDER and DISTRICT from claims which may arise out of or result from PROVIDER’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Each policy of insurance shall name DISTRICT and its officers, agents, and employees as additional insureds. Contractor Agency hereby warrants that it carries Worker’s

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Compensation Insurance for all of its employees or volunteers who will be engaged in the performance of this contract and agrees to furnish to District satisfactory evidence thereof at any time the District may request. Contractor Agency is required to carry commercial general liability with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and name District, its officer, agents, and employees as additionally insured. Contractor Agency shall provide District with a certificate of insurance and endorsements evidencing this coverage.

**FINGERPRINT REQUIREMENTS:** During the entire term of this Agreement, the Provider, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the Provider will have contact with District pupils. If the District determines that more than limited contact with students will occur during the performance of these services by PROVIDER, PROVIDER will not perform SERVICES until all employees or volunteers providing services have been fingerprinted by the Department of Justice (DOJ) and DOJ fingerprinting clearance certification has been provided to District.

**ANTI-DISCRIMINATION:** It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The PROVIDER agrees to comply with applicable Federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the PROVIDER agrees to require like compliance by any subcontractors employed on the work by such PROVIDER. In accordance with Government Code section 12990, the PROVIDER shall give written notice of its anti-discrimination obligations to any labor organization with which PROVIDER has a collective bargaining or other agreement. PROVIDER shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.

It is expressly understood and agreed to by both parties hereto that the Provider, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent Provider and is not an officer, agent or employee of the aforesaid District.

**Provider: The Elizabeth Hospice**

Signature:

Title: Jean Loo-Russo, Chief Philanthropy Officer

Address: 500 La Terraza Blvd. Ste. 130, Escondido, CA 92025

Date:

**District: School District**

Signature:

Title:

Email:

Phone:

Address:

Date:

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