

MEMORANDUM OF UNDERSTANDING
BETWEEN

AND
JEFFERSON PARISH SCHOOL BOARD

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made and entered into at Harvey, Louisiana, this _____th day of _____, 20____, by and between the Jefferson Parish School Board, hereinafter referred to as the “Board” or “District” and _____, hereinafter referred to as the “Agency” or “Provider”

RECITALS

WHEREAS, _____ is an agency or service provider engaged in the business of providing _____ to students and families in the metro New Orleans area;

WHEREAS, _____ desires to have access to JPPSS schools in order to provide said services to JPPSS students during regular school hours;

WHEREAS, the District recognizes that allowing _____ to offer these services during regular school hours provides significant benefits to the students;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Provider Shall:

- a. Employ qualified professionals who are appropriately licensed or registered under a State of Louisiana professional board and are practicing in accordance with the professional board’s standards and code of ethics.
- b. Represent and warrant that it and all of its employees, agents, and representatives hold and will continue to hold all federal, state and local licenses required by law in order to meet Provider’s obligations under this MOU.
- c. If applicable, ensure that Registered Line Technicians (“RLTs”) providing services to JPPSS students work under the supervision of a Board Certified Behavior Analyst (BCBA) who holds ancillary LDOE certification as a Behavior Analyst-Certified. The supervision provided must be consistent with the guidelines set forth by the Louisiana Behavior Analyst Board.

- d. Maintain service provider logs that contain, at a minimum, the following information:
 - i. Name and title of service provider
 - ii. Name of the student receiving service
 - iii. Name of the school where services were provided
 - iv. Date, time, and type and modality of service provided to the student
 - v. Date, time, and type and modality of supervision, if applicable, provided as required by the Louisiana licensing board for the provider's area of behavioral health.
- e. Conduct a nationwide, state and federal criminal background check and 5 panel drug screen on each of its employees, agents, and representatives providing services under this MOU.
- f. Adopt procedures to ensure that, if an employee providing services to students in JPPSS is arrested for a felony during the period of his or her employment with Provider, said employee shall be required to report the felony arrest to his or her supervisor prior to entering in, or upon, School Board property, and that information relative to the arrest shall be immediately reported to JPPSS prior to said employee entering in, or upon, School Board property.
- g. Provide quality, evidence-based _____ services consistent with best practices in the relevant field for students whose parent/guardian has provided written consent for services.
- h. Employ the use of valid and reliable screening instruments consistent with best practice in the relevant field to evaluate symptoms and treatment outcomes.
- i. With the written consent of student's parent/guardian, share information and education records reasonably related to the services provided with school personnel.
- j. Comply with state and federal law governing the confidentiality of student information, not only with respect to those students to whom services are provided, but also with respect to any and all students with whom on-site service providers may interact when providing services in any Jefferson Parish Public School.
- k. Direct all service providers to limit interactions with students other than those to whom the provider is rendering services to the extent possible.
- l. Direct all services providers to comply with, and abide by, the terms of any Individual Education Plan, Individual Accommodation Plan, Section 504 Plan, Behavior Management Plan, or Individualized Health Plan applicable to a student who is a patient of the provider.

- m. Comply with all Board policies and procedures and site-based regulations, including, but not limited to, notice and check-in procedures when entering onto School Board property.
- n. Maintain on file for each student receiving services a behavioral health evaluation indicating that services are necessary during school hours to assist the student with behavioral health impairments that are interfering with the student's ability to thrive in the educational setting.
- o. Maintain on file a signed consent/hold harmless from the parent or legal guardian of each student receiving services from Provider.
- p. Maintain on file a treatment plan applicable to each student receiving services in JPPSS. The treatment plan shall be consistent with the terms of any Individual Education Plan, Individual Accommodation Plan, Section 504 Plan, Behavior Management Plan or Individualized Health Plan applicable to the student.
- q. Provide quarterly progress reports for each student receiving services no later than five days prior to the end of each quarter. Progress reports shall be made to the Special Education Social Worker at the student's school.
- r. Refrain from, in any way, interfering in the delivery of classroom instruction. On-site providers are prohibited from interacting with students other than the student receiving services from the provider at that time. On-site providers are not authorized to discuss the delivery of instruction or classroom management with classroom teachers. Any concerns regarding instruction or activities in the classroom should be brought to the school leader.
- s. Within five calendar days of a request from the district, provide documentation necessary to demonstrate compliance with this Agreement.

2. District shall:

- a. Communicate the terms of this MOU to school leaders and student support personnel.
- b. Allow school personnel, with consent from the student's parents or guardian, to coordinate with Provider personnel to find appropriate scheduling options to minimize the disruption to instructional time.
- c. With consent from the student's parents or guardian, school personnel will share relevant student information with Provider personnel to assist in the delivery and coordination of services. Provider personnel will be mindful of the demands placed

on school personnel and requests for information shall not be unreasonably burdensome.

- d. Conduct random audits to ensure Provider compliance with the requirements of this Agreement. Information subject to audit review shall include, but is not limited to the following:
 - i. Fully executed MOU
 - ii. Proof of insurance
 - iii. Service and/or supervision logs
 - iv. Service provider credentials
 - v. Behavioral health evaluation for students receiving services
 - vi. Treatment plans for students receiving services
 - vii. Federal and state criminal background check – the district reserves the right to request a current criminal background check as part of the audit process
 - viii. 5 panel drug screen
 - ix. Signed parental consent form and release of claims

3. Duration. This agreement shall be effective on the day and date first above written and shall continue for a period of two years unless extended or canceled as provided herein.

4. Termination. Either party may terminate the agreement at any time by giving thirty (30) days written notice to the Provider.

5. Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this MOU at their address set below unless changed from time to time, in which event, each party shall so notify the other in writing of such change. All such notices shall be deemed duly given if deposited registered or certified mail, in the United States mail and directed to the Contract Administrator at the address set forth below or as changed if written notice thereof is provided to the other party.

Contract Administrator for Provider

Contract Administrator for School Board

Name:

Name:

Title:

Title:

Address:

Address:

6. Limitation of Liability. Provider hereby holds harmless, defends and indemnifies the Board (and all of its affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees and expenses, whether in tort or contract, whether personal injury or property damage, that the Board may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the services or work product provided as part of the services, or (ii) any misrepresentation made in, or breach of the terms or warranties of,

this agreement, including without limitation any claim or action of any type or nature by or related to Provider's infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.

- 7. Insurance.** Provider shall, during the term of this agreement, maintain, at his/her/its own expense, all necessary insurance, including, but not limited to professional liability, general liability, automobile liability and Worker's Comp insurance. Provider shall provide the Board with a certificate of insurance evidencing such coverage. The Board shall provide general liability insurance for the physical environment of Board property and shall make reasonable efforts to ensure that the physical environment is free of hazards.

Provider shall at all times during the full term of this Agreement procure and carry a policy of Commercial General Liability (CGL) insurance that insures the Provider's operation for at least the limits of Combined Single Limit \$1,000,000.00 per occurrence subject to an annual aggregate of \$1,000,000.00 per policy for Bodily Injury and Property Damage Liability, a Personal Injury Liability Limit of \$1,000,000.00 per claim, and a Sexual or Physical Abuse Limit of \$1,000,000.00 per claim.

Provider shall also maintain Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Provider's owned, hired, or non-owned vehicles, assigned to or used in performance of the services offered by the Provider. This policy shall include contractual liability.

Provider shall also maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Provider's employees, including Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 aggregate, disease.

Provider shall also maintain Professional Liability Insurance which shall cover the Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the Provider agreement and Provider operations, including all provisions regarding financial management and indemnification. The minimum limits to be maintained by the Provider shall be no less than \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The policy must be extended to cover Employment Practices Liability. The Provider may elect a deductible. If so, this deductible must not exceed \$25,000.00 per claim.

All of the Provider's policies of insurance, as required in the preceding items above, shall be endorsed to include a Waiver of Subrogation in favor of the District and its affiliated and associated companies and agents. In addition, the Commercial General Liability and Business Auto Liability policies, as required in the preceding items above, shall name the District, Board members, individually and collectively, and employees as additional insured(s), not merely as certificate holder(s). The District may reject any carrier for cause at any time.

All deductibles under said policies shall be the sole responsibility of the Provider. The Provider hereby waives all rights of recourse against the District, including any rights to which another may be subrogated, with respect to any claim of personal injury (including death), or any property damage, to the extent covered by any of the Provider's insurance policies with respect to the sole or joint negligence of the Provider. All such insurance shall be procured from an insurance company or companies having a minimum A.M. Best rating of A - VI subject to District approval of the carrier.

All of Provider's policies of insurance are to provide the District with thirty (30) days prior written notice of cancellation or any material adverse change. All such policies shall be primary to any insurance of District and/or self-insurance program which the District may participate. Further, the insurance must not require waivers of subrogation of any kind by the District. The District makes no representation that the limits of liability specified to be carried by the Provider under the terms of this Agreement and Lease are adequate to protect the Provider against the Provider's undertaking under this Section, and in the event the Provider believes that any such insurance coverage called for under this agreement and lease is insufficient, Provider shall provide, at its own expense, such additional insurance as Provider deems adequate.

Upon request, Provider or their insurer shall immediately furnish copies of the required insurance policies to the Superintendent, or his designee.

- 8. Assumption of Risk.** Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the Board, or its employees, which may be sustained by Provider or as a result or arising in connection with services provided hereunder.

9. Relation of the Parties.

- a. Provider shall perform under this agreement as an independent Provider, and not as an agent, employee, representative or partner of the Board. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider shall pay and report all applicable taxes, fees and assessments, including without limitation federal, state and local income tax withholding, social security, Medicare and similar taxes, and unemployment insurance, if applicable. Provider shall file all required forms and make all required payments, as applicable. Provider acknowledges that because Provider is not an employee or partner of the Board, the Board will not provide Provider and its employees any benefit of employment, such as health or disability insurance, retirement or welfare benefits Provider shall maintain its own liability insurance. Provider hereby indemnifies the Board, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorney's fees and expenses) as a result of a failure by Provider:
 - (i) to pay all the taxes due in connection with the compensation paid to Provider

under this agreement; (ii) to respond to any administrative inquiry concerning Provider's payment of such taxes; or (iii) to defend against any administrative or judicial proceeding with respect to Provider's payment of such taxes.

10. Reservation of Rights. The District reserves the right to revoke permission for any individual service provider or Agency to continue servicing students in the Jefferson Parish School System, except that such permission shall not be revoked without good cause as determined by the District.

11. Non-solicitation. Solicitation of business or attempts to engage clients on School Board property or based upon services provided to JPPSS students is strictly prohibited.

12. Non-assignment. Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of the Board.

13. Discrimination Clause. Provider agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Provider agrees not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

14. Disclosure of Information. Except to the extent permitted under applicable federal and state law, regulation and standard, Provider, its agents or employees, shall not during, nor at any time after termination of this Agreement, without authorization of the School Board, disclose to or use for the benefit of any person, corporation or other entity or itself, any files or other confidential or personally identifiable information concerning students or their families, or School Board employees.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No change, addition or amendment shall be made except by written agreement duly signed by the parties hereto.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force or effect in all other circumstances.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana without reference to conflict of law principles thereunder. Any dispute arising under this Agreement shall be resolved in the state or federal courts of the Eastern District of Louisiana and the Parish of Jefferson.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

AGENCY/PROVIDER

JEFFERSON PARISH SCHOOL BOARD

By: _____
(Name/Title)

By: _____
(Superintendent)

(Date)

(Date)

By: _____

By: _____
