



The Elizabeth Hospice

## **Memorandum of Understanding**

THIS Agreement is entered into this **February 4th, 2022** between **San Pasqual Union School 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 **Mark Burroughs, Superintendent/ Principal**. 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 **July 2022-June 2025**. This agreement may be terminated by either party with or without cause upon fourteen (14) days written notice to the other party.

**PROFESSIONAL LIABILITY INSURANCE:** Both parties shall secure and maintain throughout the term of this agreement such policy or policies of professional and general liability insurance, issued by an insurance company licensed to do business in the State of California. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate coverage.

**WORKER'S COMPENSATION INSURANCE:** If and when applicable during the term of this agreement, both parties shall obtain and maintain at their sole cost and expense and in accordance with the laws of the State of California, workers' compensation insurance for their business and their agents, servants and employees.

**PROOF OF INSURANCE:** Each party shall, from time to time and on the reasonable request of the other party, furnish to the other party written evidence that such policies of insurance are in full force and effect and valid and existing in accordance with the provisions of this agreement. Each party shall provide the other party with no less than 30 days prior written notice of cancellation or amendment of any of the insurance policies described above.

**MUTUAL HOLD HARMLESS:** Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission; provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation that such party may have by operation of law.

**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

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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.

**FORCE MAJEURE:** In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that are not that party's fault or are beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption. In the event of an epidemic or pandemic, and if/when possible, Provider shall attempt to provide services in a safe and effective manner via a virtual platform. Programs and Interventions may alter according to event and environment impacted by events.

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: Sarah McSpadden, President & CEO

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

Date:

**District: San Pasqual Union School District**

Signature:

Title:

Email:

Phone:

Address:

Date:

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