

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Riverside Recovery Resources (RRR)

And

PERRIS UNION HIGH SCHOOL DISTRICT (PUHSD)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 16th day of August, 2012 by and between Riverside Recovery Resources (RRR) a California 501 (c)3 Non Profit Corporation having its principle place of business at 43500 Ridge Park Drive Suite 102, Temecula, CA 92590, hereinafter called RRR, and the Perris Union High School District, having its principle place of business at 155 East 4th Street, Perris, CA 92570, hereinafter called PUHSD (individually or collectively referred to in MOU as a Party or the Parties).

I. Purpose & Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing alcohol and other drug prevention, intervention, education, and rehabilitation services to adolescents enrolled in the PUHSD and their families.

In particular, this MOU is intended to:

- a)** Decrease the use and/or abuse of prescription drugs, alcohol, tobacco, illicit and other harmful drugs (e.g., inhalants) among adolescents and their families;
- b)** Improve family functioning, economic stability, and quality of life;
- c)** Improve the mental and physical health of the adolescents and their families;
- d)** Decrease truancy and drop-out rates; and
- e)** Decrease involvement in and exposure to crime.
- f) Provide a course in Anger Management approved by S.A.M.H.S.A.

II. Background

RRR has provided alcohol and other drug services in Riverside County for over twenty three years. The Mission of RRR is "Building stronger families and communities" by providing alcohol and other drug prevention, intervention, education, and rehabilitation services. Our BADGE Program (Behavior Awareness through Drug and Gang Education) and BETA Program has been administered successfully in Lake Elsinore for ten years and will enhance the mission of preparing all students academically and socially to become productive members of society.

In addition, RRR has under its umbrella of services the following: Our House (residential program for women with dependent children); First Step House (residential program for adult males); Omega (outpatient services for adults) and Alpha (mandatory DUI Program). All programs are licensed and certified by the State of California and are staffed by state certified alcohol and drug counselors, providing evidence based state of the art counseling and recovery services.

III. RRR, Responsibilities under This MOU

1. Develop and implement a modified State and PUHSD approved 16-week, evidenced based curriculum for treatment/recovery support services.
2. Deliver curriculum to at risk students 12 to 18 years old and family members at specified times and days.
3. Establish a billing protocol for 16-week program through Medi-Cal and Private Insurance.
4. Develop an evaluation tool that will provide data on success and areas of improvement of services provided.
5. Support the ongoing expansion of the services provided to students and family members as needed by the PUHSD.
6. Promote ongoing efforts and services provided by PUHSD as depicted in their mission statement.
7. Refer students and families with needs outside of our scope of practice to local professionals and quality resource providers in the continuum services.
8. Comply with all state, county, city, and PUHSD, laws and regulations.
9. Train PUHSD counselors, faculty, and staff on matters involving alcohol, drug and other related information or as requested.
10. Maintain records on all services provided for students and families in accordance with State Medi-Cal standards.
11. Evaluate overall program monthly for effectiveness of services and needed changes and improvements.
12. Send a Notice of Participation and Health Insurance Authorization home to each participant's parent of guardian.

IV. PUHSD, Responsibilities Under This MOU

1. Develop a referral system for students who need these services.
2. Support ongoing efforts by RRR and its counseling staff to provide a continuum of services to PUHSD students and families.
3. Provide a private and conducive space for assessment, education and counseling of students and their families.
4. Provide assistance as needed to serve those students the PUHSD identifies as needing this service.
5. Review curriculum used by RRR for appropriateness for population served and makes recommendation to fit PUHSD needs.
6. Comply with all state, county, city, and PUHSD, laws and regulations.
7. Assist RRR to ensure all site staff is familiar with the goals and objectives of this program.
8. Maintain records of students' and families' participating in program services in accordance with applicable federal and state laws.
9. Evaluate progress of participants, as well as, overall program success.
10. Allow RRR internet access to conduct counseling and evaluation.

V. It is mutually understood and agreed by and between the parties that: Modification of MOU, once signed by both parties, must be in writing and signed by both parties. To terminate services, either party must submit an intent to terminate letter to the other party 30 days prior to termination.

VI. Funding

RRR maintains sole responsibility of billing Medi-Cal and private insurances for students enrolled in the sixteen week program. PUHSD will not be billed/invoiced for services provided to PUHSD students enrolled in the sixteen week program; however, PUHSD must cooperate with RRR to ensure client/student availability to participate at Department of Public Social Services.

VII. Miscellaneous

a. Hold Harmless

RRR shall indemnify, defend, and hold harmless PUHSD, 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 RRR, its officers, employees, agents, subcontractors, volunteers, or assigns, which arise from or are in any way related to this MOU. PUHSD agrees to indemnify, defend and hold harmless RRR and its officers, 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 PUHSD, its Board of Trustees, employees, agents, subcontractors, and volunteers, which arise from or are in any way related to this MOU.

b. Insurance

Before the commencement of any labor or services under this MOU, RRR 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 services hereunder by RRR, its officers, employees, agents or volunteers. RRR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the MOU. Such insurance shall meet at least the minimum level of coverage outlined in this Section:

- 1.** General Liability Insurance: \$1,000,000 Aggregate/\$2,000,000 Per Occurrence for bodily injury, personal injury, and property damage.
- 2.** Automobile Liability Insurance, Including Hired & Non Owned Auto Coverage: \$1,000,000 per accident for bodily injury and property damage.
- 3.** Workers' Compensation and Employers' Liability: As required by the Labor Code of the State of California with Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.
- 4.** RRR shall provide the PUHSD, upon request, 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 PUHSD.

c. Confidentiality

RRR shall maintain the confidentiality of any and 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 disclosure. RRR 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 which does not include any

personally identifiable student information. RRR shall observe all federal, state, and county laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and any subsequent revisions thereto, concerning the security and privacy of student records and information, as applicable.

d. License

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

e. Fingerprinting

RRR hereby acknowledges that it will comply with Education Code Section 45125.1 with respect to fingerprinting of officers and employees who may have contact with PUHSD students. RRR shall also ensure that its agents, subcontractors, volunteers or assigns also comply with the requirements of Section 45125.1. RRR shall provide for the completion of a Fingerprint Certification form, in PUHSD's required format, prior to any of RRR's officers, employees, agents, subcontractors, volunteers, or assigned coming into contact with PUHSD's pupils.

f. Equal Opportunity Employer

RRR 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, national origin, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

g. Drug Tobacco-Free Facilities

All PUHSD facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of PUHSD facilities.

h. Counterparts

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

i. Independent Contractor Status

It is expressly understood and agreed by both parties that RRR (including its officers, employees, agents, subcontractors, volunteers or assigns) is an independent contractor and not an employee of PUHSD while engaged in carrying out and complying with any of the terms and conditions of this MOU. RRR understands, and agrees that RRR and all RRR's officers, employees, agents, subcontractors, volunteers, and assigns shall not be considered officers, employees or agents of PUHSD, and are not entitled to benefits of any kind or nature normally provided employees of PUHSD and to which PUHSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. RRR assumes the full responsibility for the acts and/or omissions of the RRR's employees or agents as they relate to the services to be provided under this MOU.

RRR shall assume full responsibility for payment of all federal, state, and local taxes for the respective RRR's employees. RRR expressly warrants that it will not represent, at any time or in any manner, that RRR is an employee or agent of the PUHSD. RRR shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of PUHSD. 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 Section VII.a. will survive termination of the MOU.

VIII. Effective date and signatures

This MOU shall be effective July 1, 2012, between Bernard L. Truax, II, Chief Executive Officer of RRR, and an authorized official of PUHSD. It shall be in force through June 30, 2014. Both parties indicate agreement with this MOU by their signature.

Bernard L. Truax, II
President of The Board of Directors
Chief Executive Officer

Date

Perris Union High School District
Representative

Date