

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Community Coordinated Care for Children, Inc Early Head Start/Head Start**  
**and**  
**Beyond Therapy**

This Memorandum of Understanding ("MOU") is entered into between Community Coordinated Care for Children, Inc. ("4C") and Beyond Therapy ("Contractor") effective upon execution by both parties and shall end on **June 30, 2019**.

This **MOU** is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this **MOU**.

**I. Parties**

1. This document constitutes a **MOU** between **4C Early Head Start/ Head Start ("EHS/HS")** program and **Contractor**, serving Seminole, Osceola and Orange Counties.

**II. Purpose**

1. **4C EHS/HS program** seeks to aid in the screening and referral of children and families who might benefit from Behavior Therapy and Consulting/ Behavior Assistance/Respite Care/Companion Service/ Personal Care Assistance/In Home Support Service.
2. **Contractor** seeks to provide services to individuals with Autism/ADD-ADHD/Down Syndrome/ Oppositional Defiant Disorder/Mental Retardation/Bipolar Disorder and their caregivers designed to improve their quality of life.

**III. Responsibilities of Parties**

**A. General**

1. The parties agree to jointly coordinate the referral of children and families seeking Behavior Therapy and Consulting/Behavior Assistance/Respite Care/Companion Service/ Personal Care Assistance/In Home Support Services.
2. Both Parties agree to collaborate using the following guiding principles:
  - a) Targeting children ages 1 to 6 and their families residing in Seminole, Osceola or Orange County enrolled in 4C Early Head Start/ Head Start.
  - b) Coordinating services through agreed upon eligibility criteria and referral process.
  - c) Utilization of Evidence Based Practices.

3. The parties agree to execute the responsibilities, as described below, in accordance with the guiding principles and purpose as set forth in section II and III.
4. The parties agree to comply with all federal and state confidentiality laws.
5. The parties agree to comply with all federal and state child protection laws, including, but not limited to Public Law 103-277, the Pro-children Act of 1994, prohibiting smoking; and Chapter 415, F.S., requiring reporting suspected Abuse, Neglect and Exploitation.
6. The parties agree that families have the right to participate or not to participate in private provider Behavior Therapy and Consulting/Behavior Assistance/Respite Care/Companion Service/ Personal Care Assistance/In Home Support Services and the right to grant or rescind consent or permission to share information or submit a referral.

**B. Contractor Responsibilities**

**Contractor** agrees to perform the following activities, and to provide the following resources, and further agrees to undertake the following activities pursuant to its procedures as set forth:

1. Provide individualized assessment to determine a child's eligibility for services and the appropriate type of treatment based on client need.
2. Share assessment results and/or Plan of Care/Treatment Plans/individualized goals/progress with **4C EHS/HS** program staff when possible.
3. Provide services to the children/families in the family home and on-site at Early Head Start/Head Start programs. When services are provided on-site at **4C EHS/HS** program locations, classroom goals and behavioral support for the child/teacher will be included in the service.
4. Inform **4C EHS/HS** program staff when a child is being discharged from services.
5. Keep in contact with **4C EHS/HS** program Mental Health and Disabilities Specialist regarding a child's changing needs and will share information such as a need for referral to additional services, or any other behavior supports or interventions that could be supported in the classroom.
6. Share information about the **4C EHS/HS** program with potential candidates for the EHS/HS program when possible.

7. Offer workshops and educational groups to Staff/parents of high needs children in relation to mental health needs and will include EHS/HS families in their targeted outreach.
8. Assume responsibility of checking health coverage and billing for services through the families' Medicaid or private health insurance. In the event that coverage is discontinued or unavailable services may be terminated.
9. Provide the required Licensing and background screening documentation pertaining to the service provider when services are rendered on-site at **4C EHS/HS** locations.
10. Provide qualified personnel to perform the services outlined in this **MOU**.
11. Attest to **4C** that level II background screenings have been conducted on all staff assigned to this **MOU** and are in compliance with Federal, State and local law requirements.

#### **C. 4C EHS/HS program Responsibilities**

**4C EHS/HS program** agrees to perform the following activities and to provide the following resources, and further agrees to undertake the following activities pursuant to its procedures as set forth:

1. Provide information to families who might benefit from Behavior Therapy and Consulting/Behavior Assistance/Respite Care/Companion Service/ Personal Care Assistance/In Home Support Services.
2. Obtain written family consent to refer to **Contractor** and will share a copy with **Contractor**.
3. Follow **Contractor's** referral process and procedures.
4. Provide follow-up /collaboration to **Contractor's** contact as requested.
5. Collaborate on other activities as appropriate and as agreed by the parties.
6. Invite **Contractor** to any treatment planning meetings involving a child receiving **Contractor's services** and/or will keep **Contractor** assigned therapist up to date regarding any classroom behavior plans, interventions, or emergencies that arise.
7. Provide a place for **Contractor's** therapist to meet with the child inside or outside the classroom as circumstances allow, **Contractor** provides on-site services.

8. Provide flyers/literature regarding the EHS/HS program to **Contractor** for distribution to potential candidates.

#### **IV. Period of MOU and Modification/Termination**

This **MOU** will become effective upon execution of both parties and will continue until **June 30, 2019**. **4C** will have the option to renew this **MOU** for up to three (3) additional terms upon written notification to the other party, with specific term limits. Each notification must be executed by both parties prior to the end of the initial term, and each term thereafter.

The **MOU** may be amended at any time by mutual written consent of and execution by both parties.

Either party may terminate this **MOU** by providing thirty (30) days written notice to the other party. In the event this **MOU** is terminated, each party shall be solely responsible for the payment of any expenses it has incurred.

In the event funds to finance this program become unavailable, **4C** may terminate this **MOU** upon no less than a twenty four (24) hour notice in writing to **Contractor**. **4C** shall be the final authority as to the availability and adequacy of funds.

Notices shall be in writing and shall be considered effective as of the date of receipt, whether by US Postal Service, Fax or hand delivery or any other carrier with proof of delivery and addressed as follows:

**4C:**

**Community Coordinated Care for Children, Inc.**  
**Attn: Patricia E. Frank, President/CEO**  
3500 W. Colonial Drive  
Orlando, FL 32808  
Office: (407) 522-2252 x4124  
Fax: (407) 445-7341  
Email: pefrank@4cflorida.org

**Contractor:**

**Beyond Therapy**  
**Attn: Rachel Shockley, M.A., CCC-SLP**  
Corrective Speech and Language Therapy, Inc.  
Office: 407.857.6285 Ext 1005  
Fax: 407.857.9566  
Email: [Rachel@centralFLtherapy.com](mailto:Rachel@centralFLtherapy.com)  
Web: [www.centralFLtherapy.com](http://www.centralFLtherapy.com)

**V. Venue for the Resolution of Disputes**

Venue for the interpretation and enforcement of this **MOU** and for the resolution of any disputes shall lie only in **Orange County, Florida**.

This **MOU** shall be governed and construed in accordance with the laws of Florida. All controversies, claims, and other matters in question between the parties arising out of or relating to this **MOU** or its breach will be settled as follows:

The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve the matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from mediation upon written notice to the other party and pursue other legal remedies.

**VI. Mutual Indemnification**

**Contractor** shall be liable for and shall indemnify, defend, and hold harmless **4C** and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by **Contractor**, its, officers, its agents, or employees during the performances or operation of this **MOU** or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Furthermore, **4C** shall be liable for and shall indemnify, defend, and hold harmless **Contractor** and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by **4C**, its, officers, its agents, or employees during the performances or operation of this **MOU** or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

**VII. Insurance**

All times during the term of this **MOU**, including any renewals and extensions hereof, each party shall maintain insurance coverage of appropriate types and in sufficient amounts to provide reasonable financial protection for such party and its clients to be served under this **MOU**, and shall provide one another with proof of such coverage on request. Such coverage may be through commercial insurance policies or through a program of self-insurance.

At all times during the existence of this **MOU** and any renewal(s) and extension(s) hereof, each party shall provide Workers Compensation insurance as required by law on all individuals working for such party.

**VIII. Confidentiality**

Both parties shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this **MOU** and shall comply with state

At all times during the existence of this **MOU** and any renewal(s) and extension(s) hereof, each party shall provide Workers Compensation insurance as required by law on all individuals working for such party.

**VIII. Confidentiality**

**Both parties** shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this **MOU** and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures must be implemented by both parties to ensure the protection and confidentiality of all confidential matters.


**IX. All Terms and Conditions Included**

This **MOU** contains all the terms and conditions agreed upon by the parties. There are not provisions, terms, conditions or obligations other than those contained herein, and this **MOU** shall supercede all previous communications, representations, agreements, or **MOUs**, either verbal or written, between the parties. If any term or provision of the **MOU** is found to be illegal or unenforceable, the remainder of the **MOU** shall remain in full force and effect, and such term or provision shall be stricken.

In Witness Whereof, the parties hereto have caused this **six (6)** page Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

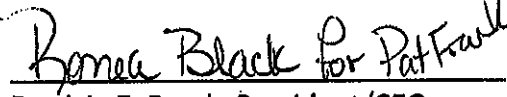
**Accepted:**

**Corrective Speech and Language  
Therapy, Inc. dba Beyond Therapy**

  
\_\_\_\_\_  
Rachel Shookley, M.A., CCC  
Date Signed 7/21/15

**Accepted:**

**Community Coordinated Care  
for Children, Inc. (4C)**

  
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Patricia E. Frank, President/CEO  
Date Signed 7-10-15