

MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST DES MOINES COMMUNITY SCHOOLS
AND

Lighthouse Counseling, LLC

This Memorandum of Understanding (MOU) describes and confirms an agreement between West Des Moines Community Schools (WDMCS Agency) and Lighthouse Counseling. The purpose of this MOU is to formalize and clarify expectations and the partnership between both parties starting on an effective date to be mutually determined in writing prior to the commencement of services. This MOU will automatically renew annually until either party terminates the agreement.

Lighthouse Counseling MISSION STATEMENT - To provide compassionate, evidence-based mental health services that support the wellness and personal growth of both our clients and staff, fostering a healthy, resilient, and thriving community.

Lighthouse Counseling VISION STATEMENT - To be a leading community resource for high-quality, accessible, and inclusive mental health care that prioritizes the well-being of clients and staff alike, promoting growth, balance, and connection.

Lighthouse Counseling VALUES - Compassion: We care deeply about the well-being of clients and staff, approaching all interactions with empathy and understanding.

Professionalism: We maintain excellence in service and workplace conduct while supporting mental wellness and self-care. Collaboration: We work together with clients, colleagues, and the community to strengthen outcomes and workplace cohesion.

Diversity & Inclusion: We honor differences, ensuring all clients and staff feel respected, valued, and included. Lifelong Learning: We embrace continuous growth and learning to enhance mental wellness, personal development, and professional expertise.

School-based services description

Multiple research studies have found that children and adolescents are not receiving necessary mental health services due to services being limited and difficult for families to access. Providing mental health services in schools increases access to care. Children and families are more likely to access and utilize services when they are being offered at schools. School personnel refer students to school-based therapy when students' mental health needs affect their daily functioning. Lighthouse Counseling will provide school-based therapy services during the school year, subject to mutually agreed staffing and scheduling. Services during summer break may be arranged separately based on student needs and clinician availability. School-based services and the length of service is individualized. Each referred student will have a parent/guardian contact Lighthouse Counseling to schedule an assessment. The parent/guardian and Lighthouse Counseling staff will also discuss payment options and insurances accepted. The student and his/her parent(s)/guardian(s) will meet with a therapist from Lighthouse Counseling for an

assessment. During the assessment, student's needs, strengths and goals are discussed. An individual treatment plan is developed for each student.

WDMCS Schools Served

Lighthouse Counseling will serve Jordan Creek Elementary and Western Hills Elementary. Lighthouse Counseling may serve additional WDM schools with the consent of the Superintendent or designee. Such services will be provided consistent with this MOU.

WDMCS Responsibilities

Provide access to the school sites and space necessary for the school-based services, in collaboration with all school-sponsored events. Provide a mutually agreeable meeting place for sessions. Assign a Community School Coordinator who is the point of contact for Lighthouse Counseling. Together, the Coordinator and Organization will develop the school-specific school-based programming needed as demonstrated by the school's Early Indicator System (EIS) data. WDMCS will identify students that the program aims to serve and may inform parents/guardians about the program and how to engage their student in the program. WDMCS will provide information on emergency procedures for each school served.

Lighthouse Counseling Responsibilities

Annual proposals of all school-based services will be submitted to the district. After approval, proposals will be provided to each specific school.

School-based programming proposals shall include:

Description of the school-based service

Reference to the evidence or research-based curriculum

Length of program, and the dates and times offered

Intended outcome/impact of the program and how it is measured

How Lighthouse Counseling will assess or evaluate the success of the program

Intended EIS indicator that the program may impact, so that the WDMCS can measure the impact

Names and credentials of Lighthouse Counseling staff providing the programming

Contact information for the program staff and their direct supervisor

Lighthouse Counseling will assign appropriately licensed and qualified mental health professionals to provide school-based services. Specific staffing assignments, schedules, and start dates will be coordinated with WDMCS prior to the commencement of services.

Lighthouse Counseling shall employ and supervise its personnel who provide services under this agreement. All services shall be performed by qualified personnel in a professional manner, which may include students enrolled in a professional program completing internship hours under the supervision of Lighthouse Counseling. All Lighthouse Counseling personnel who will be providing services in the schools will have

had a background check done by Lighthouse Counseling, including but not limited to criminal database, sex offender registry, assault, felony convictions, child and dependent adult abuse findings. Lighthouse Counseling shall ensure that all personnel providing services under this agreement have cleared all background checks in accordance with WDMCS standards.

WDMCS has the right to request that a specific employee or intern of Lighthouse Counseling not provide services within WDMCS if formally requested by the district.

Lighthouse Counseling will be familiar with the student school discipline policies as well as the personnel policies that guide the behavior of professionals in the schools. If any organization personnel fail to comply with the policies, they shall be asked to leave and not allowed to provide services in any school in WDMCS.

Lighthouse Counseling will provide all personnel with a photo identification badge that must be worn/displayed at all times while in a school.

Funding

There will be no funding between WDMCS and Lighthouse Counseling. Payments for service will be facilitated between the client and Lighthouse Counseling.

Disclaimer

Lighthouse Counseling staff is not to be considered WDMCS staff, and no joint venture or employment or agency has been established through any provision of this MOU, or any verbal discussions between the Parties to this MOU.

The Parties enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

Immediate Termination by the WDMCS and Lighthouse Counseling

Either WDMCS or Lighthouse Counseling may terminate this MOU for any of the following reasons, effective immediately without advance notice:

1. In the event Lighthouse Counseling is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the MOU effective as of the date on which the license or certification is no longer in effect;

2. WDMCS or Lighthouse Counseling determines that the actions, or failure to act, of Lighthouse Counseling or WDMCS, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. Lighthouse Counseling or WDMCS fails to comply with confidentiality laws or provisions;
4. Lighthouse Counseling or WDMCS furnished any statement, representation or certification in connection with this MOU or the RFP which is materially false, deceptive, incorrect or incomplete.
5. Lighthouse Counseling or WDMCS may also terminate this agreement for any reason at any time by giving 30 days' written notice to the other party.

Insurance Requirements

Lighthouse Counseling and any subcontractor shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at Lighthouse Counseling's expense, insurance covering its work during the entire term of this MOU and any extensions or renewals. Lighthouse Counseling's insurance shall, among other things, be occurrence-based and shall insure against any loss or damage resulting from or related to Lighthouse Counseling's performance of this MOU, regardless of the date the claim is filed or expiration of the policy. WDMCS shall be named as additional insureds or loss payees, or Lighthouse Counseling shall obtain an endorsement to the same effect, as applicable.

Certificates of Coverage

All insurance policies required by this MOU shall remain in full force and effect during the entire term of this MOU and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the WDMCS.

Lighthouse Counseling shall submit certificates of insurance, which indicate coverage and notice provisions as required by this MOU, to the WDMCS upon execution of this MOU. The certificates shall be subject to approval by the WDMCS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the WDMCS. Approval of the insurance certificates by the WDMCS shall not relieve Lighthouse Counseling of any obligation under this MOU.

Indemnification By Lighthouse Counseling

Lighthouse Counseling agrees to indemnify and hold harmless WDMCS and its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the WDMCS's legal counsel, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

1. Any breach of this MOU;

2. Any negligent, intentional or wrongful act or omission of Lighthouse Counseling or any agent or Subcontractor utilized or employed by Lighthouse Counseling;
3. Lighthouse Counseling's performance or attempted performance of this MOU, including any agent of Organization's;
4. Any failure by Lighthouse Counseling to comply with the compliance with the Law provision of this MOU;
5. Any failure by Lighthouse Counseling to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Lighthouse Counseling to conduct business in the State of Iowa;
6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7. Any failure by Lighthouse Counseling to adhere to the confidentiality provisions of this agreement.

Organization shall defend, indemnify, release, and hold WDMCS harmless from and against all Claims, Losses, and Expenses arising out of or incidental to this Agreement, regardless of the negligence or fault of WDMCS or any other entity or person.

Solicitation

Lighthouse Counseling warrants that no person or entity has been employed or retained to solicit and secure this MOU upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

Obligations Beyond MOU Term

This MOU shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this MOU. All obligations of the WDMCS and Lighthouse Counseling incurred or existing under this MOU as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this MOU.

Counterparts

The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Additional Provisions

The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such

further instruments as may reasonably be required for carrying out the expressed intention of this MOU.

Delay or impossibility of Performance

Lighthouse Counseling shall not be in default under this MOU if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond Lighthouse Counseling's control, and without fault of negligence of Organization.

Compliance with Applicable Laws and Regulations

Lighthouse Counseling shall comply with the requirements of all state and federal laws, regulations and rules, as applicable to this agreement. This agreement shall in no way serve as an endorsement by WDMCS of Lighthouse Counseling, its personnel, or the services it provides.

Amendments and Alterations to this Agreement

WDMCS and Lighthouse Counseling may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.

Lighthouse Counseling, LLC

West Des Moines Community Schools

Signature:

Signature:

Elma Hadzic, PhD, LMHC, CADC
Owner & Psychologist

Date:

Date:
