

Memorandum of Agreement

<<LEA>> and <<Provider Full Name>> (<<Provider Acronym>>)

This Memorandum of Agreement is entered into and by the <<LEA>>, hereafter called the “System,” and Alexander Youth Network, hereinafter called the “Provider” in order to clarify expectations for mental health practitioners who will be providing outpatient therapy services in one or more schools in the <<LEA>> during the 2019-20 academic school year.

INTENT for Outpatient Treatment:

<<Provider>> will provide outpatient treatment for students aged 5-21 from <<LEA>>. Outpatient treatment will be rendered to students whose mental health challenges impair school, family, and/or community functioning. This therapeutic intervention will be offered on-site at the student’s assigned school, in a designated location, determined by school-based administration. The goal of the Provider will be to assist individual students and their families to develop symptom management skills and other tools needed to reduce the child’s mental health symptoms and promote academic and social success. Participation in this program is voluntary and students must have the written consent of the parent/legal guardian before services begin. Recommendations for outpatient therapy may come from multiple sources including, but not limited to: the school based management team {e.g. Problem-Solving Team (PST), Student Services Team (SST), Student Services Management Team (SSMT)}, parent, principal, assistant principal, school counselor, school social worker, behavior liaison, Department of Juvenile Justice, and/or Department of Social Services.

Whereas: The parties mutually recognize a need for school based mental health services in order to address social-emotional and behavioral functioning within the school and community, and;

Whereas: This Provider has acquired and maintains a particular expertise in outpatient therapy and has provided evidence of required licenses and liability insurance for practice, and;

Whereas: It is the intent of the System, acting through the duly constituted Board of Education, to engage a private provider to provide school-based outpatient therapy for children and youth enrolled in the System;

Now therefore, it is mutually agreed between the System and the Provider as follows:

1. **School-based Mental Health Services Timeline:**
 - a. Mental health services may begin as early as August 1, 2019.
 - b. Mental health services should begin no later than August 31, 2019.
 - c. The terms of this contract end on June 30, 2020.

2. **Pro Bono Slots**

- a. Each Provider will offer FIVE concurrent pro bono slots
 - b. The Provider will document the name of the students and therapy entrance and exit dates on the quarterly reporting form provided by <<LEA>>.
3. **Clinical Staffing:** It is the intention of the parties involved that outpatient school-based mental health services will function and grow in response to the needs of the children and youth in the <<LEA>>. The Provider will designate one full time clinical therapist or its equivalent to serve students and families in the "System". Additional positions will be added as demands increase as agreed upon by the Provider and the System. A mutually agreed upon case load that is therapeutically effective and administratively feasible will be maintained at all times.
4. **Physical Space:**
 - a. Each school in the System will designate an appropriate space for outpatient therapy. This space will be conducive to the counseling relationship which requires confidentiality and freedom from interruptions/distractions.
 - i. If the designated space is not large enough for scheduled family therapy sessions then a secondary space will be provided and assigned by the school based contact. This space will also provide a confidential setting free from interruptions.
 - b. The System will provide access to a telephone, copier, fax, and internet for the school-based mental health therapist.
5. **Therapist Expectations:**
 - a. School-based mental health therapists will sign-in at the front office upon arrival and sign out when departing from the school's campus. Any additional requirements by an individual school for check-in will also be followed.
 - b. In the event a therapist is unable to keep a scheduled appointment with a client or meeting with school staff, the therapist is expected to notify the school-based contact and the student's parent. Missed appointments are expected to be made up at the earliest possible opportunity.
 - c. Therapists will wear identification badges from their Provider agency anytime they are on a school campus.
 - d. Therapists will abide by all relevant <<LEA>>' Board policies. Policy expectations will be shared at the System/Provider orientation.
 - e. Therapists will familiarize themselves with each applicable school crisis plan and become familiar with procedures related to evacuation and crisis incidents (e.g. fire drill, lock down, tornados. etc.).
 - f. Therapists will familiarize themselves with any special conditions an individual student may have by obtaining information from the family at intake and reviewing school records with proper signed releases.
6. **Counseling Schedule:**
 - a. Student Scheduling

- i. The outpatient therapy schedule will be developed based on individual student needs. Each student's therapy schedule should be designed to avoid missing the same academic classes repetitively.
- ii. Typically, appointments will be scheduled between the hours of 8:00 am and 3:00 pm, Monday through Friday.
- iii. Student therapy sessions may be scheduled on the school campus outside of regular school hours. If this flexibility in scheduling is needed, the Provider will notify the school-based contact indicating the date/time of these appointments. In the event that therapy is scheduled after regular school hours, supervision for the student becomes the responsibility of the Provider.

b. Family Scheduling

- i. Appointments may be scheduled with family members outside the hours of 8:00 am and 3:00 pm. The therapist will notify the school contact when meetings are scheduled outside regular school hours.
- ii. Supervision for students who have appointments scheduled after 3:00 pm is the responsibility of the Provider and/ or the parent.

7. **Counseling Services:**

a. Initiation of Counseling Services

- i. Recommendations for outpatient therapy may come from multiple sources including, but not limited to: the school based management team (e.g. PST, SST, SSMT), parent, principal, assistant principal, school counselor, school social worker, behavior liaison, Department of Juvenile Justice, and/or Department of Social Services.
- ii. Recommendations will be accepted by the designated school-based contact who will work with the student's parent/guardian to get a <<LEA>> *Release of Information signed*.
- iii. The designated school based contact will also help with the initial outpatient therapy referral form: *Request for Outpatient Therapy*.
- iv. In order to match the student to the most appropriate therapy, the parent and designated school contact will discuss presenting problems and possible Provider options. The designated school contact will make a referral appointment with the appropriate provider at that time to schedule a Comprehensive Clinical Assessment (CCA).
- v. CCA will be conducted by the Provider with the student within 10 school days. This time will be less if the student is presenting in a crisis situation. At the time of the CCA, the need for and the types of mental health services to be delivered will be determined.

b. Implementation of Counseling Services:

- i. If the results of the CCA determine the child's therapeutic needs meet medical necessity for outpatient therapy, additional therapy sessions will

be scheduled weekly; if needed, and in emergency situation more often. If a student presents a danger to himself and/or others, the outpatient therapist will be contacted for emergency services.

- ii. Best practice suggests parent engagement at appointed times within the therapy schedule. The therapist will work to encourage parent participation in the therapy process once a month.
- iii. Within the parameters of client confidentiality and existing releases of information, the therapist will participate, coordinate, and communicate with appropriate Cleveland County School staff (principal, assistant principal, counselor, school social worker, behavior liaison) to coordinate strategies for ensuring student success in the school environment.
- iv. When appropriate, and at the request of school staff, the therapist will attend Student Services Management Team (SSMT) meetings, Section 504 meetings and/or Individual Education Plan meetings. In the event a therapist cannot attend the meeting, client information should be shared prior to the meeting.
- v. The provider agrees to relinquish services to another provider when there is a medical necessity to do so or at the recommendation of a Child and Family Team or similar collaborative team meeting of which the therapist will be a participant. The transition of services will be coordinated through one of the System's Behavior/Mental Health Liaisons. It is expected that the therapist will write an addendum to the CCA recommending a higher level of care.

8. Terms and Conditions

- a. Payment of Services Rendered: The Provider will be responsible for billing and collection for fees for services.
- b. Liability Insurance: During the term of this Agreement, the Provider shall maintain public liability and malpractice insurance. As evidence of such insurance coverage, the Provider shall furnish <<LEA>> with a Certificate of Insurance prior to commencing services under this agreement.
- c. Ethics: The Provider will deliver services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by <<LEA>> or any other applicable regulatory agency.
- d. Professional Licensure: The Provider shall provide the System with copies of their professional licenses and maintain up to date licensure and or/certification as required by the applicable North Carolina licensing agency.
- e. Employer-Employee Relationship: The relationship between the System and the Provider, its employees and agents, shall not be that of employer/employee.
- f. The Provider agrees that before he or she will be permitted on school campuses while students are present, he/she will submit to a background check as provided by North Carolina law. The attached form should be signed and sent to <<LEA Contact and Email>>

- g. Indemnification. Non-State Agency. The Provider agrees to indemnify, save and hold harmless the System, their officers, employees, successors and assigns, from any and all claims of any nature, including claims for attorney fees and costs, arising out of or relating to the performance of the this contract.
 - h. Family Educational Rights & Privacy Act: Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and are not disclosable except in very limited circumstances. The Provider will be aware of the confidentiality requirements of federal law. In addition, each therapist must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The Provider is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees who must have access to it in order to perform their responsibilities.
 - i. Certification. By executing this contract, the signer certifies that these services are submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of `1993, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in the G.S. 143-59.1. False certification is a Class 1 felony.
 - j. Debarment Statement. If any of the services rendered under this contract are to be paid with federal funds, the Provider hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
9. **Monitoring and Evaluation:**
- a. The Provider will share information quarterly with the System. Information will include numbers of clients being served, number of therapy session, types of services, therapist information and other aggregated data relevant to demonstrating program effectiveness.
 - b. Both parties within this agreement will be held to uphold the expectations set forth above. In the event the System or the Provider does not follow these expectations, the system will contact the direct supervisor of the therapist and request a meeting to discuss concerns.
 - c. The terms of this agreement may be terminated by either the Provider or the System to become effective thirty (30) days after prior written notice. Such notifications shall be made by registered or certified mail, with return receipt requested, or hand-delivered with receipt to the designated administrative contacts.
 - d. **The Provider will report the names and total number of students being served by 5 pro bono slots in the required quarterly report.**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, the day and year first above written, by their proper officials, in duplicate originals, a copy of which is retained by each part.

Director of Exceptional Children

Date

Director of Administrative Services

Date

Provider Representative

Date