

**MEMORANDUM OF UNDERSTANDING
PROVISION OF SCHOOL-BASED MENTAL HEALTH IN
THOMASVILLE CITY SCHOOLS**

This *Memorandum of Understanding* is entered into by the **Thomasville City Board of Education, aka Thomasville City Schools ("TCS")** and **Alexander Youth Network ("AGENCY")** for the purpose of making available school-based mental health services ("services") during the school day to the benefit of certain qualified eligible students.

Thomasville City Schools will permit selected Mental Health Providers to deliver services to assigned students on school campuses with prior approval of Thomasville City Schools under the following conditions:

1. The AGENCY will sign and adhere to all the guidelines set forth in a *Memorandum of Understanding* with Thomasville City Schools.
2. The AGENCY will provide evidence prior to delivering services that employees have been trained in and meet the requirements of the AGENCY's employees. Agency employees must have completed criminal background checks, including a sex offender registry check, and drug screening prior to reporting to school campuses.
3. The AGENCY agrees to the following staff duties and responsibilities during the term of this agreement:
 - a. Agency staff will adhere to any check-in/out policies as required by TCS.
 - b. Agency staff will wear identification badges from their Agency anytime they are on school campuses.
 - c. Agency staff will abide by all relevant TCS Policies. Policy expectations will be shared at an orientation meeting or at a time to be determined by the parties.
 - d. Agency staff will familiarize themselves with the applicable school emergency management plan and become familiar with procedures related to evacuations and crisis incidents, (e.g., fire drill, tornados, lock down, etc.).
4. The Agency agrees that recommendations for services will be accepted by a designated school contact who will work with the student's parents/guardian to get a *Release of Information* signed and the designated school contact will also help with the initial referral form.
5. The AGENCY will notify Thomasville City Schools of any temporary or permanent change in staffing. Thomasville City Schools will provide a list of principals and assistant principals to the AGENCY to help with the notification process.
6. The AGENCY will notify the school of any step down in hours of service or discontinuation of services within a reasonable time.
7. Appropriate school-based staff and AGENCY staff will participate in unified treatment teams (IEP teams, 504 teams, Child and Family Teams) as a part of ongoing monitoring

of services. Ongoing communication between the school and the AGENCY is a must. Communication can be either in person, written communication (email) or phone conversation.

8. The AGENCY will provide TCS with current data to monitor the effectiveness of services and to maintain transparency. This may include but not limited to, length of sessions, number of sessions per week, intervention used, progress on meeting therapy goals, number of students served, and parent contacts. Thomasville City will provide the AGENCY data including but not limited to, attendance, grades, test scores, and discipline information.
9. Thomasville City Schools bears no responsibility for any injury whatsoever caused by third parties (such as children, parents or guardians) to the Agency staff in the course of carrying out his/her assigned duties. Liability insurance is provided by the AGENCY and the AGENCY bears sole responsibility and liability for any injury and/or accident caused by third parties and suffered by AGENCY staff in the course of providing services on TCS property.
10. Thomasville City Schools agrees to provide one certified teacher that specializes in Special Education, provide regular education teaching staff based on student enrollment, provide related services to student-clients as indicated on their IEPs, and provide educational materials for education of students.

GENERAL TERMS AND CONDITIONS

- a. Payments for services rendered: The Agency will be responsible for billing and collection for fees for services. TCS will cooperate with the Agency to supply the information required by third party payers.
- b. Liability Insurance: During the term of this Agreement, the Agency shall maintain public liability and malpractice insurance in an amount of not less than \$1,000,000.00. As evidence of such insurance coverage, the Agency shall furnish TCS with a Certificate of Insurance prior to commencing services under the agreement.
- c. Ethics: The Agency will deliver services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by TCS or any other applicable regulatory agency.
- d. Professional Licensure: The Agency shall provide TCS 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 TCS and the Agency, its employees and agents, shall not be that of employer/employee.
- f. The Agency 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 and as may be required by applicable policies of TCS applicable to full-time employees of TCS. The cost of the background checks will be the responsibility of the Agency.

- g. 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 Agency 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 requirement for confidentiality. The Agency 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.

BOTH PARTIES AGREE

Both Agency and TCS agree that Agency will manage its staff, both clinically and administratively, and provide cooperative management assistance to TCS for the management of its staff, which TCS otherwise will manage. Personnel issues related to TCS will be discussed and an attempt will be made to jointly resolve the issue by Agency and TCS, with TCS retaining the sole and exclusive authority to address personnel issues of employees employed by TCS. Agency staff and TCS staff agree to adhere to license policies/procedures and accreditation standards of both organizations. In the event that either party believes that an employee of the other party may be in violation of the party's applicable policies and procedures, the other party shall be so notified and an attempt will be made to jointly resolve the issue by Agency and TCS. If said issue cannot be jointly resolved by Agency and TCS, each party reserves the right to invoke its respective remedies under this agreement, and TCS reserves its right to control access to its property.


Both Agency and TCS agree to safeguard the confidentiality of information relating to individuals they may receive under the terms of this agreement in conformity with applicable North Carolina General Statutes, Education Law, Federal Law and both State and Federal Regulations. Any breach of confidentiality by either Agency or TCS, their agent, employees or representatives, may be cause for immediate termination of this agreement.

The Assistant Superintendent of Curriculum and Instruction, and an Agency Representative, shall monitor compliance with the terms of this agreement, which may be terminated by mutual agreement of the parties: said termination to become effective only after 30 days prior written notice.

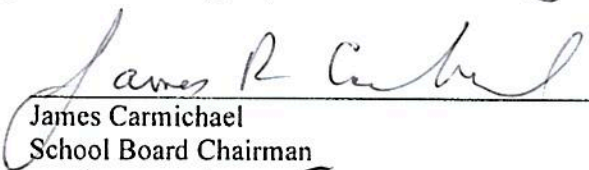
The agreement may also be terminated by either party for failure to perform or comply with the terms outlined herein. The terminating party will provide 30 days written notice of the failure to perform or comply. If the failure remains uncured after 30 days, termination will become effective immediately.

IN WITNESS WHEREOF, Thomasville City Schools and Alexander Youth Network have executed this agreement on this the 2nd day of March, 2020, for the 2019-2020 school year.


Thomasville City Schools


Dr. Cate Gentry, Superintendent

Date


James Carmichael
School Board Chairman

3/2/20
Date


Ken Hill,
Director Exceptional Education

2/10/2020
Date

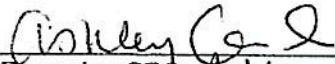
Alexander Youth Network
Name of Accredited Agency

Address: 6220 Thermal Road, Charlotte, NC 28211

Phone #: 855-362-8470

Email Address: aynkids.org

Agency Representative


~~Executive CEO~~ Ashley Conrad
President

2/5/2020
Date