

**MEMORANDUM OF AGREEMENT**  
**Thomasville City Schools and Alexander Youth Network**

This Memorandum of Agreement is entered into by the Thomasville City Schools System, hereafter called "System," and Alexander Youth Network, hereinafter called "Provider" in order to clarify expectations for mental health practitioners who will be providing Day Treatment in Thomasville City Schools from August 28, 2018 through July 1, 2019 during the academic school year, school year breaks, holidays, and summer 2019 (through July 1).

**INTENT for Day Treatment:**

Alexander Youth Network will offer Day Treatment for a minimum average of eight students in Grades Kindergarten through Five from Thomasville City Schools. These services will be provided from one primary location: **Liberty Drive Elementary School**. These therapeutic interventions will be offered on-site at **Liberty Drive Elementary School**, in a designated location determined by the 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 written consent of the parent/legal guardian before service begins. Recommendations for Day Treatment services may come from parent, Department of Juvenile Justice, Department of Social Services, or school personnel in coordination with the district mental health liaison.

*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:* The Provider has acquired and maintain particular expertise in Day Treatment and Outpatient Therapy and has provided evidence or required licenses and liability 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 Day Treatment for children and youth enrolled in the System.

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

**1. Day Treatment and School-based Mental Health Services Timeline:**

- a. Mental Health services will begin August 28, 2018.
- b. The terms of this contract end on July 1, 2019.

**2. Clinical Staffing:** It is the intention of the parties involved that the day treatment school-based mental health services will function and grow in response to the needs of the children and youth in Thomasville City Schools system.

**3. Census:** The System will ensure that the Provider maintains an average census in the Day Treatment Program of a minimum of 8 full-time clients or the equivalent. This mutually agreed upon caseload ensures that the program is therapeutically effective, administratively feasible and financially sustainable, and thus is a material term of this agreement.

**4. Physical Space:**

- a. The designated school in the System will provide appropriate space for Day Treatment. The space will adhere to the Department of Health Service Regulation Standards.
- b. The system will provide access for internet, IT, telephone and other requirements for service.

**5. Staff Expectations:**

- a. Provider staff will adhere to any check-in/out policies as required by the System.
- b. Provider staff will wear Identification badges from their Provider agency anytime they are on school campuses.
- c. Provider staff will abide by all relevant Thomasville City Schools Policies. Policy expectations will be shared at the August orientation meeting.
- d. Provider 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.).

**6. Initiating Day Treatment Services:**

- a. Recommendations for day treatment 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.
- b. The designated school contact will also help with the initial day treatment referral form: *Request for Day Treatment*.
- c. In order to match the student to the most appropriate and medically necessary therapy, the parent/guardian and the designated school contact will discuss presenting problems as possible Provider options. The designated school contact will make a referral appointment with the Provider to schedule a *Comprehensive Clinical Assessment (CCA)*.

**7. Terms and conditions:**

- a. Payments for services rendered: Provider will be responsible for billing and collection for fees for services. System will cooperate with Provider to supply the Information required by third party payers.
- b. Liability Insurance: During the term of this Agreement, Provider shall maintain Professional Liability and Malpractice insurance. As evidence of such insurance coverage, Provider shall furnish Thomasville City Schools with a Certificate of Insurance prior to commencing services under the agreement.
- c. Ethics: Provider will deliver services consistent with the highest standard of care, and its employees shall comply with all medical and ethical requirements imposed by Thomasville City Schools or any other applicable regulatory agency.
- d. Professional Licensure: Provider shall provide 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 System and Provider, its employees, and agents, shall not be that of employer/employee.
- f. Provider agrees that before its staff will be permitted on school campuses while students are present, they will submit to a background check as provided by North Carolina law - Lunsford Act/Criminal Background check. Provider also acknowledge that G.S. & 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange

to have conducted, at its own expense, sexual offender registry checks on its owners, employees, agents and subcontractors ('contractual personnel') who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks should not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovations; or (4) school construction site. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program and national Sex offender Registry ('the Registries'). For Provider's Convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <https://www.nsopw.gov>. Checks shall be conducted on each of its contractual personnel providing service or delivering goods under this Contract prior to the commencement of each service or the delivery of such goods. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of these listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failures to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the School System may conduct additional criminal record checks at the School System's expense. If the School System exercises this right to conduct additional criminal record checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the School System for all contractual personnel who may deliver goods or perform services under this Contract. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, School personnel or others.

- g. Indemnification. Non-State Agency. The provider agrees to indemnify, serve and hold harmless the System, its officer, employees, successors and assigns, from any and all third-party claims of any nature, including claims of attorney fees and costs, arising out of or relating to Provider's performance of this contract, such indemnification obligation to be limited to the insurance coverage described in Section 7 (b).
- h. Family Educational Rights & Privacy Act: Students 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 requirement for confidentiality. The Provider is responsible for the action of its employees 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 that must have access to it in order to perform their responsibilities.

- i. Certification: By executing this contract, the signer certifies that services are submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of General Statutes, the Securities Act of 1993, or the Securities Exchange Act of 1934 (G.S. 143-59.2) and that it is 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 principles are not suspended or debarred from doing business with the federal government. This agreement supersedes any prior agreements between the parties and cannot be modified except by writing and signed by both parties. Any waiver of the terms of this agreement must be in writing and signed by the waiving party.

#### **8. Monitoring and Evaluation:**

- a. The Provider will share information quarterly with the System. Information will include number of clients being served, referral data and other aggregate data relevant to demonstrating program effectiveness.
- b. Both parties in 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 Program Manager and request a meeting to discuss concerns.

#### **Alexander Youth Network agrees to:**

- a. Provide Day Treatment Services to children in kindergarten through grade five enrolled in the Thomasville City Schools as defined by the Division of Medical Assistance and the Department of Health and Human Services.
- b. Meet on a monthly basis with Thomasville City Schools' district mental health team or more frequently, if needed, or if census for individual Day Treatment Programs drops below an average of 8 full-time clients.
- c. Maintain one full time Qualified Professional (QP) for every 6 children and a half -time Licensed or Associate Level Licensed Clinician for every 18 children.
- d. Prior to accepting any admission into the Day Treatment program, to review all referrals with school officials to ensure that due diligence has occurred with school system.
- e. Give the Thomasville City Schools attendance lists of student/clients.
- f. Provide individuals therapy, based on medical necessity, to develop student-client coping skills to support the student-client in a more effective interpersonal adjustment. Offer family group conference with parents and student-clients to improve family interaction.
- g. Provide Group therapy with student-clients to help them learn ways of modifying their behavior through the use of the Neurosequential Model of Therapeutics.
- h. Provide social skills training to help the student-client gain a greater degree of comfort in typical social situations;
- i. Offer relaxation training to teach skills which can be useful in allowing the student-client to maintain composure in anxiety producing situations;

- j. Liaison with the community and schools to facilitate the student-clients' return to school and expansion of their participation in positive community life.
- k. Provide targeted developmentally appropriate programming.
- l. Solely be responsible for the recruitment, hiring, provision of employee benefits, payments of salaries, and management of its personnel.
- m. Agrees that neither it, nor any of its employees, subcontractors, or agents shall make any inappropriate representation of any employment relationship with Thomasville City Schools.
- n. Provide transportation to and from the Day Treatment Program when school is not in session.

**Thomasville City Schools agrees to:**

- a. Meet monthly with Alexander staff or more frequently if individual Day Program census drops below an average of 8 full time student-clients to review referrals.
- b. Provide space to adequately house Day Treatment Programs and school based therapists based on standards set by the Department of Health Service Regulation.
- c. Provide transportation to and from the Day Treatment Program during the school year when school is in session.
- d. Provide student-client lunches during the school year excluding designed non-student days either through the Free/Reduced Lunch Program or student pay. Provide student-clients lunches during the summer session through the Free Summer Feeding Program.
- e. Provide educational information to include Individual Educational Plans (IEPs), 504's educational testing, and any other pertinent information that would assist in educating children. Providing one certified teacher per Day Treatment Program that specializes in Special Education.
- f. Provide regular education teaching staff based on student enrollment.
- g. Provide related services to student-clients as indicated on their IEPs.
- h. Provide educational materials for education of children.
- i. Be solely responsible for the recruitment, hiring, provision of employee benefits, payments of salaries, and general management/supervision of its personnel.
- j. Thomasville City Schools agrees that neither it, nor any of its employees, subcontractors, or agents shall make any inappropriate representation of an employment relationship with Alexander Youth Network.

**Both parties agree:**

Alexander Youth Network will manage its staff, both clinically and administratively, and provide cooperative management assistance to Thomasville City Schools for the management of its staff, which the System otherwise will manage. Personnel issues related to Thomasville City Schools will be resolved jointly by Alexander Youth Network and Thomasville City Schools. Alexander Youth Network staff and Thomasville City School's staff agree to adhere to license policies /procedures and accreditation standards of both organizations.

Nothing in this article, however, shall be constructed in such a way as to restrict Alexander Youth Network from contracting with Thomasville City School's employees to work non-school calendar time as defined by the Thomasville City Schools and with notice to the Thomasville City Schools.

Both Alexander Youth Network and Thomasville City Schools agree to safeguard the confidentiality of information relating to individuals who may receive services 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 Alexander Youth Network or Thomasville City Schools, their agent, employees or representatives, may be cause for immediate termination of this agreement.

**MONITORING AND TERMINATION:**

The Director of the Department of Exceptional Children, and the Alexander Youth Network **Chief Operating Officer**, 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 thirty (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.

Notification under this section shall be made by registered or certified mail, with return receipt requested, hand delivered with receipt, facsimile or electronic mail, with confirmed receipt to each party's designated administrative contacts. Administrative contacts shall be provided in writing. Notice shall be effective upon the date of delivery.

**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.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
AYN Chief Executive Officer

\_\_\_\_\_  
Date