

**MEMORANDUM OF AGREEMENT
BETWEEN
MADISON COUNTY BOARD OF EDUCATION
AND
COMMUNITY BASED AGENCIES (CONTRACTOR)**

The Agreement is made and entered into this 16th day of August, 2021 and between **MADISON COUNTY BOARD OF EDUCATION**, a body corporate and administrative entity for Madison County Schools (“SCHOOL”), and ACCESS Family Services (“Contractor”).

The purpose of the Agreement is to efficiently and effectively provide mental health In-school therapy services for the *attendance area* district students who are eligible for Medicaid, Health Choice and/or other payers accepted by the CONTRACTOR. Non-billable services will be provided pending coverage of staff time with eligible students.

Description of Mental Health Services:

1. Outpatient Therapy in Schools
2. Outpatient Plus (Services Coordination) with School and Family.
3. Participation in Child and Family Teams
4. Participation in Multi-Tiered Systems of Support/Positive Behavior Intervention and Support Teams.
5. Day Treatment Services
6. School Risk Assessments

A. SCHOOL’S OBLIGATIONS

1. The SCHOOL will provide direction to their staff members regarding the utilization of Outpatient Therapists in the schools.
2. The SCHOOL administration will accept the therapists as a fully integrated member of the faculty and will utilize their expertise as members of the Multi-tiered System of Support (MTSS) team or other relevant committees impacting school climate, behavioral health or safety.
3. The SCHOOL staffs are responsible providing direction regarding school policies, safety procedures, and disciplinary practices to the School-based Therapist upon initial placement and when updates occur.
4. The SCHOOL will include the Outpatient therapist in school safety committee member.
5. The SCHOOL will provide adequate space for outpatient services during the school day and, during after school hours as determined between therapist and principal.
6. The SCHOOL will send referrals for Outpatient therapy in schools according to designated procedures upon consultation with school counselor and with appropriate notification and releases of information from parent/guardian.
7. The SCHOOL will ensure that appropriate school staff attends Child and Family Team meetings and implements the recommendations of the student’s Team regarding the student’s need for support in the school setting.
8. The SCHOOL will provide periodic data to CONTRACTOR as included in the data-sharing portion of this MOU.

9. The SCHOOL will monitor the performance of the Outpatient Therapists in schools and communicate as needed with agency providers and/or central office administrators/coordinators.
10. The SCHOOL in conjunction with the CONTRACTOR will have authority to remove Outpatient Therapist and/or request an alternate for any worker who does not comply with school policy and/or procedures after appropriate intervention/mediation has occurred.
11. The SCHOOL will inform workers that school-based therapy is authorized exclusively under the terms in the MOA with agencies. If terminated by their agency, school-based therapists MAY NOT continue to provide therapy in the school setting as a private practitioner.
12. The SCHOOL in collaboration with the CONTRACTOR will provide access to students for mental health services during the school day and provide notification of changes in schedule that may interfere with scheduled therapy times, i.e. testing schedule, field trips, etc.

B. CONTRACTOR'S OBLIGATIONS

1. CONTRACTOR will follow designated procedures for Referral to Outpatient Therapy Services and their own intake procedures to obtain authorization for services.
2. CONTRACTOR will screen all School-based Therapists, obtain appropriate background checks and provide appropriate supervision and on-going training in compliance with applicable N.C. Administrative Code Rules and N.C. General Statute as well as following SCHOOL policy regarding the selection of personnel pursuant to MADISON County Board of Education Administrative Regulation, Policy 7100.
3. Contractor will collect data and provide biannual reports of services provided and clinical outcomes of students served in the School.
4. CONTRACTORS will comply with all liability requirements contained in their contract with the Local Mental Health Entity (MCO).
5. CONTRACTOR will encourage school-based therapists to participate as a fully-integrated member of the school faculty and staff. This includes participation in the MTSS and/or other relevant committees to support the behavior support or safety of the school.
6. CONTRACTOR will provide notice to the Principal or his/her designee when school-based therapy services are to be initiated/terminated with a student in the school setting.
7. CONTRACTOR will notify principal and Director of Student Services of any staff changes and will provide substitute therapist if vacancy will last more than two weeks as available.
8. CONTRACTOR will ensure that Principals and/or designated administrators meet any new School-based Therapist prior to the therapist initiating services.
9. CONTRACTOR must comply with safe school procedures regarding an agreed upon identification badge to be displayed while on school grounds.
10. The CONTRACTOR will inform workers that school-based therapy is authorized exclusively under the terms in the MOA with agencies. If terminated by their agency, school-based therapists MAY NOT continue to provide therapy in the school setting as a private practitioner.

11. CONTRACTOR will consult with MADISON County School coordinators prior to implementing agency initiatives and services to ensure they do not contradict or compromise MADISON County Board Policy, Public Laws of NC, and Individuals with Disabilities Education Act.
12. The CONTRACTOR will provide services for the duration of the school year and collaborate with the SCHOOL to resolve any conflicts in scheduled services.
13. The CONTRACTOR will allow school-based therapists to participate in the School Safety Team and actively participate in school safety planning and implementation.
14. Under North Carolina law, CONTRACTOR must conduct an annual check on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, the National Sex Offender Registration Program and the National Sex Offender Registry of all employees who have direct interaction with students as part of their job. As a term of this Agreement, said annual checks must be performed by the CONTRACTOR for all School-Based Therapists and prohibit any personnel listed on such Registries from having direct interaction with students.
15. During the term of the Agreement, the CONTRACTOR shall maintain professional and general liability insurance at minimum levels of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. For the commercial general liability insurance policy, the SCHOOL will be named as an additional insured on the policy and CONTRACTOR shall provide to the SCHOOL a certificate of insurance evidencing all required insurance. CONTRACTOR shall provide and maintain Workers' Compensation insurance as required by the laws of North Carolina.

C. MODIFICATION

No modification of this Agreement shall be binding unless reduced to writing and signed by the authorized agent for each party. Each party shall act in good faith in responding to future proposed modifications in order to address effectively any circumstances which may be unforeseen at the time this Agreement is entered into.

D. CONFIDENTIALITY AND DATA SHARING

1. All parties agree to train and monitor *their* staff to ensure the confidentiality of the student receiving services as well as the confidentiality of other students encountered in the school setting.
2. All parties agree that appropriate releases of information, consistent with the Federal Education & Rights to Privacy Act (FERPA) and other appropriate state and federal laws, will be obtained prior to communication between agencies regarding students.
3. As a key member of each school's Multi-Tiered System of Support Team, the school-based therapists will have access to student level data.
4. This practice of School-based therapists' data sharing is in accordance with FERPA 99.31: "(A) An educational agency or institution may disclose personally identifiable information from an education record of a student without the consent required by §99.30 if the disclosure meets one or more of the following conditions: (B) A contractor, consultant, volunteer, or other party to whom an agency or institution has

outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—

- (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of §99.33(a) governing the use and disclosure of personally identifiable information from education records.” Each entry will, in all respects comply with all provisions of FERPA 34 CFR 99.
5. Nothing in this agreement may be construed to allow CONTRACTOR to maintain, use, disclose or share student record information in a manner not allowed under Federal law or regulation. While it is acknowledged that community-based organizations are not normally bound by FERPA laws, by entering into this agreement CONTRACTOR shall require all CONTRACTOR employees working in schools to comply with this Agreement and all applicable provisions of FERPA, HIPAA, and other federal and state laws and local procedures with respect to the data and information shared under the Agreement. CONTRACTOR’s compliance with FERPA shall include, but is not limited to, the following:
- 1) Definition of “Data”: Data include all Personally Identifiable Information (PII) and
 - 2) other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - 3) School Official/Data Sharing: Only Therapists and Supervisors shall have access to Data under this Agreement as “school officials” per FERPA. Therapists and CONTRACTOR supervisors shall not share Data with others, without first obtaining a written authorization for release of information from the parent/guardian or eligible student or as required by applicable law. CONTRACTOR shall make all data held by its employees available to BCS upon request.
 - 4) Data De-Identification: CONTRACTOR may use de-identified Data for research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, CONTRACTOR agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to another source.

E. CONFLICT RESOLUTION

1. Resolution of concerns regarding the work or conduct of a School-based Therapist will be sought initially between the concerned school personnel and the school-based therapist.
2. If the initial attempt at resolution is unsuccessful, the teacher will inform the principal and contact will be made with the therapist’s agency supervisor. If the concern is on the part of the therapist, he/she will inform the agency supervisor, who will contact the SCHOOL principal.
3. The school administrator and agency supervisor will mediate with the concerns parties to resolve the issue. Minutes will be kept of resolution and provided to all parties.
4. If necessary, the case responsible will be requested to arrange a team meeting.

5. Any concerns expressed by school administrators, agency supervisors, or LME representatives surrounding the implementation and terms of the MOA will be addressed with a meeting of involved parties and development of an action plan. Minutes of the mediation will be available for determination of an action plan. If an issue is unable to be resolved, see termination section.
6. Documentation of the meetings and procedures used to resolve the conflict will be provided to the Director of Student Services and/or Director of Special Services or designee.

F. TERMINATION OF AGREEMENT

Any party may cancel upon a written thirty (30) day notice of this Agreement.

G. TERM

This Agreement shall be in effect as of the date signed by SCHOOL and the CONTRACTOR, and shall renew automatically unless modified. Either party to this Agreement may terminate participation upon thirty (30) days written notice to the other party.

H. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this Agreement, shall be an act as an Independent Contractor, its officers, employees and agents shall not be considered officers, employees or agents of the SCHOOL. As such, the CONTRACTOR agrees to provide all manpower necessary to fully perform all of the requirements contained in this Agreement. Except as noted herein, CONTRACTOR shall have complete control of its employees and shall make all decisions regarding hiring, promotion, salary, discipline and termination.

I. MISCELLANEOUS

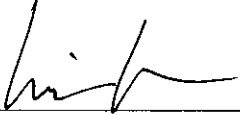
1. Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.
2. Choice of Law: This Agreement and any modifications thereof shall be governed by, and construed in accordance with, the laws of the State of North Carolina. And any dispute hereunder shall be adjudicated in the state court located in MADISON County, North Carolina.
3. Assignment and Binding Effect: Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Facsimile or electronic versions of this Agreement shall have the same legal effect as originals, and all of which, when fully executed, shall constitute one and the same instrument.

5. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not included herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
6. Amendment. Any amendment to this Agreement shall be in writing and duly executed by authorized representatives of each of the parties.
7. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party not shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
8. Non-Discrimination. Neither party to this Agreement shall discriminate pursuant to applicable federal or state laws with respect to race, age, sex, sexual orientation, color, gender identity and expression, national origin, veterans' status, disability or any other applicable protected category under state or federal laws.
9. Interpretation. Neither party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party.

[SIGNATURES ON NEXT PAGE]

MADISON COUNTY BOARD OF EDUCATION:



Superintendent

Date: 7/29/21



Director of Student Services

Date: 7/29/21

CONTRACTOR:

Access Family Services, Inc.

Carson Ojamaa

Digitally signed by Carson Ojamaa
DN: cn=US, ou=State Director, o="Pathways Human Services
of NC, LLC DBA Access Family Services", cn=Carson Ojamaa,
E=carson.ojamaa@pathways.com
Reason: I am the author of this document
Location: Smiths
Date: 2021.07.28 16:22:09-04:00
Font: PhantomPDF Version: 10.1.3

Title: State Director

Date: 7-28-21