

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Kimberly School District and Alliance Family Services, INC

This Memorandum of Understanding is entered into on this day, October 1, 2019, by and between the following two entities:

1. Kimberly School District
141 Center St. W
Kimberly ID, 83341
2. Alliance Family Services, INC
550 Polk St. Ste. A
Twin Falls ID, 83301

WHEREAS, Kimberly School District and Alliance Family Services, INC are in agreement about the need to increase access to behavioral health services for at-risk youth.

NOW, THEREFORE, Kimberly School District and Alliance Family Services, INC agree to the following:

1. This MOU is to serve as the operating agreement between both parties for the purpose of providing and coordinating behavioral health and prevention services to students.
2. Alliance Family Services, INC will follow all policy and regulatory requirements for Kimberly School District in working with the school and with students. Kimberly School District will provide written documentation of such requirements upon completion of this agreement.
3. Alliance Family Services, INC offers these services to students at schools selected by Kimberly School District as a part of their community provider services.
4. Alliance Family Services, INC will offer CBRS/BI services under a contract with the Kimberly School District.

INTENDED RESULTS:

Alliance Family Services, INC and Kimberly School District share a commitment to building a delivery system that increases youth access to behavioral health services and prevention, and collaboration and with this formal partnership. Intended outcomes of this partnership include:

1. Quicker and easier access for students identified for behavioral health counseling;
2. More efficient use of resources;
3. Stronger linkages to community partners;

GENERAL TERMS AND CONDITIONS:

The purpose of this MOU is to formalize terms and conditions under which the parties shall work together to support the provision of behavioral health and prevention services responsive to the needs of youth and families within the Kimberly School District. The MOU sets the framework for coordinated practices in the following areas:

1. Separate responsibilities of Alliance Family Services, INC and Kimberly School District;
2. Integrated roles and responsibilities at schools served;
3. Space and facilities;
4. Management of life-threatening emergencies, including privacy considerations; and
5. Exchange and disclosure of student information, subject to constraints of privacy considerations and safeguards.

RESPONSIBILITIES OF THE PARTIES:

Alliance Family Services, INC and Kimberly School District agree upon the following general framework for separate responsibilities and contributions to the partnership.

RESPONSIBILITIES OF ALLIANCE FAMILY SERVICES, INC:

1. Provide administrative oversight of their employees providing services at school locations, managing the scope of services and performance expectations as identified in the above goals.
2. Obtain written permission from parents prior to meeting with students, including a signed release of information between Kimberly School District and Alliance Family Services, INC.
3. Communicate regularly with building level administration regarding scheduling and services being provided to students on Kimberly School District campuses.
4. Provide the following scope of services: outpatient individual/ family/group psychotherapy, in addition to assessment and referral for additional services if necessary.
5. Meet with Kimberly School District Administration quarterly to evaluate services, MOU and to make adjustments based on needs and priorities.

6. Will retain, keep current and provide a copy of professional liability insurance in the amount of \$1,000,000/3,000,000.
7. Alliance Family Services, INC will be responsible for working with parents and gaurdians of clients to determine insurance eligibility, bill all sessions to the appropriate insurance, collect payment, and in some cases, determine eligibility for a sliding scale program, which can reduce or eliminate payment on the resources of the parent/guardian.
8. Collaborate with Kimberly School District to provide CBRS/BI services under contract requirements.

RESPONSIBILITIES OF KIMBERLY SCHOOL DISTRICT:

1. Identify students for behavioral health services and refer to Alliance Family Services, INC for individual/family/group therapy as appropriate and with multiple options offered to families.
2. Provide space and facilities support for mental health clinicians in agreed upon schools, during agreed upon times.
3. Meet with Alliance Family Services, INC administration quarterly to evaluate services, MOU and make adjustments based on needs and priorities.
4. Train Alliance Family Services, INC clinicians to be providing services within the school with appropriate site-specific training regarding facilities, emergency procedures, and reporting structure.

OUTREACH, SCREENING AND REFERRAL

The process for outreach, screening, and referral will be outlined below:

1. Teacher identifies student who may be eligible for psychotherapy services and contacts a Kimberly School District School Counselor or Social Worker.
2. Social Worker or School Counselor meets with student, confirms need for services, fills out Kimberly School District referral sheet, and makes attempts to obtain new client paperwork packet from parent/guardian.
3. Contact Alliance Family Services, INC with contact information for parents.
4. Once new client packet is received by an Alliance Family Services, INC clinician, student will be placed on clinician's schedule/ If packet has not been received by AFS within a week, AFS clinician will contact school social worker/school counselor and parent/guardian.
5. Student will first receive a Comprehensive Diagnostic Assessment and CANS, to confirm student's suitability for psychotherapy, to determine appropriate treatment goals, and to assess for any additional services student may benefit from.
 - a. If it is determined that student could benefit from additional services, student parent/guardian will receive communication from Alliance Family Services, INC informing them.

- b. Parent/Guardian will then receive information about at least three (3) agencies in the area that can meet these needs.
6. Student receives psychotherapy for the prescribed period of time deemed necessary by the Clinician
7. Students can be discharged from care for the following reasons:
 - a. Student has three consecutive (3) no shows to psychotherapy appointments.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker.
 - b. Student has met all treatment goals determined by Clinician and student at the beginning of treatment.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker.
 - c. Student is unsuitable for treatment due to non-cooperation with Clinician and/or treatment.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker.
 - d. Student presents as a danger to the safety of Clinician.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker.

EXCHANGE OF STUDENT INFORMATION AND PRIVACY CONSIDERATIONS

Responsibilities of both parties

Alliance Family Services, INC and Kimberly School District will not use or disclose students' personal behavioral health information in a manner that would violate the requirements of the HIPAA privacy rule. Additionally, Kimberly School District will not use or disclose students' personal and/or educational information in a manner that would violate the requirements of The Family Educational Rights and Privacy Act (FERPA).

The parties agree that personal behavioral health information in records maintained at school will not be released to school personnel without required minor or parental consent.

The parties agree that:

1. The parties to this Agreement are not partners or joint ventures with each other and nothing herein shall be construed to make them partners or joint ventures or impose any liability as such on either of them. Neither party shall receive any compensation from the other party for services related to this agreement. This Agreement shall not be construed to be an exclusive Agreement between Alliance Family Services, INC and Kimberly School District, nor shall it be deemed to be an Agreement requiring Kimberly School District to refer students to Provider for health care services.

2. Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of the indemnifying party and/or its officers, directors, shareholders, employees, agents, and representatives under this Agreement
3. This MOU is expressly subject to and shall not become effective or binding on any party hereto until it has been fully executed by all parties.
4. The MOU shall be binding on all parties, their successors and assigns.
5. All parties shall review terms and conditions of the MOU during the spring quarter of each academic school year. Amendments to the MOU negotiated during the spring quarter affect terms, conditions and binding agreements for the following school year.
6. The term of this MOU shall commence on October 1, 2019 and shall continue for a period of 10 months. Thereafter, this MOU shall continue unless otherwise terminated pursuant to this paragraph. This MOU may be terminated without cause by Alliance Family Services, INC or Kimberly School District upon 3 calendar day's written notice.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

Kimberly School District:

Superintendent

Date

Alliance Family Services, INC

President

Date

Addendum #1 to Memorandum of Understanding

Kimberly School District and Alliance Family Services, INC

Student in Crisis Protocol

1. If a student is already a client with Alliance Family Services, INC, the school counselor/social worker/administrator agrees to contact the Alliance Family Services, INC Clinician or parent (when determined by Kimberly School District to be in the best interest of the student) to let him/her know the student is in crisis.
 - a. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student.
 - b. Alliance Family Services, INC clinician agrees to meet with the student and/or family at the soonest available appointment.
2. If a student is not a current Alliance Family Services, INC client, and in a mental health crisis, a signed parental consent form is required before a referral can be made.
 - a. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student.
 - b. The school counselor/social worker/administrator can contact parents on an emergent basis and receive consent.
 - c. Alliance Family Services, INC clinician will meet with the student and/or family at the soonest available appointment.

Individual Education Plan Support

Alliance Family Services, INC will provide the following support and guidance during IEP meetings set for students currently on service:

1. Assist with identifying academic, social, behavioral, emotional and physical needs in the classroom that relate to the student's individual needs.
2. Provide education to administration, educators, and the student's parents or guardians on the unique developmental process of children with special needs.
3. Collaborate with the multidisciplinary team in establishing, implementing and maintaining goals related to the individualized education plan.

Participation in School Training or In-services

Alliance Family Services, INC agrees to participate in school based training or in-services that are deemed value and help to promote the collaboration and partnership at no cost to the Kimberly School District. Participation will be evaluated by Alliance Family Services, INC administration and Kimberly School District administration.

All terms and provisions from the original MOU also apply to this addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to the original Memorandum of Understanding to be executed.

Kimberly School District:

Superintendent

Date

Alliance Family Services, INC

President

Date