Memorandum of Agreement

I. SCOPE OF SERVICES:

The Beaufort County School District (BCSD) will contract with Wright Direction Family Services (WDFS) for Fit for Duty (FFD) exams to help establish if an employee is fit for a specific job.

A. FFD mental health exam (Fit for Duty)

Fit for duty (FFD) exams help establish if an employee is fit for a specific job. An FFD exam may be requested when an employer has any of the following concerns:

- An employee is struggling with their job role and can't fulfill their tasks properly.
- The employee is diagnosed with a medical condition that may hinder their working capabilities.
- The employee displays carelessness and recklessness.
- When an employee returns to work after a break from recovery of an illness or injury.
- At WDFS, FFD exams establish whether employees are mentally and emotionally well enough to perform their job duties. FFD exams target the emotional and mental state of an employee. These are a few things that are evaluated for each candidate:
- Substance abuse. Part of the fit for work test is testing for substance abuse. It's important to know that your employees aren't abusing drugs and alcohol on the job. *If someone tests positive for substance abuse, they could be a risk to others.*
- Emotional state. The emotional state of your employees is so crucial to consider. If you have an employee in a vulnerable and unhealthy emotional state, they can lash out at your other workers and become a liability.
- Their risk tolerance. Having high-risk employees on-site can be extremely dangerous. These high-risk employees could become a risk to themselves and the other employees.
- *WDFS will determine an employee is fit for duty when they are able to perform their* essential job functions, with or without a reasonable accommodation, in a manner that does not pose a direct threat. An employee's essential job functions are the fundamental duties of the position or the primary reasons the position exists. All evaluations are conducted by a healthcare professional who has expertise in the employee's specific condition and can determine the effects of the condition on the employee's ability to perform their job without posing a direct threat.

B. Suicide Assessment. Suicide risk assessment is a process of estimating the likelihood for a person to attempt or die by suicide. The goal of a thorough risk assessment is to learn about the circumstances of an individual person with regard to suicide, including warning signs, risk factors, and protective factors. The Suicide Risk Assessment determines the level of potential harm measurement and assists the district's risk assessment team in determining decisions regarding individuals who present with suicidal ideation or provide reason to believe that there is cause for concern.

C. Therapy (Family or Individual). Service Summary of Individual counseling: sometimes called psychotherapy, talk therapy, or treatment is a process through which clients work one-on-one with a trained mental health clinician in a safe, caring, and confidential

environment. Common goals of therapy can be to inspire change or improve quality of life. People may seek therapy for help with issues that are hard to face alone. Therapy can help people overcome obstacles to their well-being. It can increase positive feelings, such as compassion and self-esteem. People in therapy can learn skills for handling difficult situations, making healthy decisions, and reaching goals. Many find they enjoy the therapeutic journey of becoming more self-aware. Some people even go to ongoing therapy for self-growth.

D. Substance Abuse Therapy Sessions. Individual therapy sessions tailored to address the individual's specific needs, triggers, and treatment as it relates to their substance abuse condition and/or past history.

E. Medication Management/Psychiatrics. The assessment includes a comprehensive bio-psychosocial interview and review of relevant psychological, medical, and records to obtain information necessary to establish or support a diagnosis and medication management of such. Our Medication management prescriptions and follow-ups are tele-health.

F. Anger Management & Domestic Violence / Battery Class. This structured (26 Hr course) consists of 26 weekly groups over 6 months and completion of classes includes a court-approved certificate of completion.

Fees

Service	Fee	Duration
FFD mental health exam (Fit for Duty)	$150	Per event
Suicide Assessment	$125	Per event
Therapy (Family or Individual)	$100	Per event
Substance Abuse Therapy Sessions	$100	Per event
Initial Medication Management/Psychiatrics	$200	Per visit
Follow-up Medication Management/Psychiatrics	$150	Per visit
Behavioral Services (Adult PRS & Family Support)	$36	Per hour
Anger Management & Domestic Violence / Battery Class (26 Hr course)	$1,000.00 *(Includes official court-approved certificate of completion)* (26 weekly groups over 6 months)	

II. TERMS AND CONDITIONS:

A. Effective Dates.
This agreement shall be effective from 12/1/22 through 11/30/23. The agreement will automatically renew annually unless notice of termination is given.

B. Termination.
Subject to the provisions contained below, this Memorandum of Agreement (MOA) may be terminated by either party with 24 hours written notice.

C. Amendment.
Any changes to this MOA, which are mutually agreed upon between WDFS and the Beaufort County School District ('the District'), shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.

D. Confidentiality
As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

E. Indemnification
Except as otherwise provided herein, each party shall be responsible and liable for any claims, liabilities, demands, lawsuits and expenses, including attorney's fees, relating to the acts or omissions of that party, its agents and employees committed in the performance of this Agreement. In the event that a claim is made against either or both parties, relating to the performance of this Agreement, it is the intent of both parties to cooperate in the defense of such claims and to cause their insurers to do likewise. However, each party shall have the right to take any and all action it believes necessary to protect its interests.

F. Non-Discrimination.
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOA on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

G. Evaluation of MOA.
Appropriate staff of the District and WDFS, Inc. can meet on an as needed basis to evaluate this MOA based on the responsibilities for each party listed under Sections I, Scope of Services, of this agreement.

H. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

I. Insurance.

Each of the parties agrees to maintain professional, workers' compensation, general liability, sexual misconduct and property insurance, or self-insurance, as applicable, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, volunteers or parents and each party shall be responsible for coverage of its respective employees, volunteers and parents.

L. Licenses.
The parties agree that during the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

M. Expenses
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

N. Severability
Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.

Ronda Stevens, PhD.
Chief Executive Officer
Wright Directions Family Services

12/01/2022
Date

Frank Rodriguez, PhD.
Superintendent
Beaufort County School District

11/30/22
Date