Memorandum of Agreement
Between
Wright Directions Family Services
And
Beaufort County School District

This Memorandum of Agreement (MOA) is made effective this 15th day of August 2022 between the Beaufort County School District and the Wright Directions Family Services hereinafter called *WDFS and Beaufort County School District, hereinafter referred to as Beaufort County School* District (BCSD) for the 2022-2023 school year.

Recognizing the need to promote and assure a foundation for serving the needs of students. WDFS and the BCSD have established an enduring cooperative working relationship. Such cooperation allows joint effort in planning and implementing an individual plan of Care for Behavioral Health Rehabilitative Services (BHRS) for participating children.

I. Scope of Work

Objectives:

a) To make age-appropriate referrals from the BCSD to WDFS

b) To assist BCSD in the provisions of a smooth referral process of children who meet criteria for BHRS services from WDFS

c) To evaluate periodically and coordinate collaboration efforts in serving BCSD students

WDFS Agrees to:

1. Provide upon request by BCSD services for school age children with behavioral, emotional, and mental health issues through BHRS services
2. Upon request, and by schedule at the end of each BCSD grade period, provide student outcomes and dispositions
3. Triage, screen, refer or treat children enrolled in BCSD who meet criteria and medical necessity for BHRS services
4. Stay within the bounds of confidentiality requirements imposed by law, such as:
   a. Direct care services
   b. IPOC
   c. Assessments
   d. Progress Report
   e. Screenings
   f. Diagnostic tests
5. Provide an orientation to appropriate school staff
6. Provide opportunity for BCSD, parents and teachers to visit the afterschool program if applicable
7. Provide behavioral health rehabilitative services (BHRS)
8. Submit a list by the end of each month of the school year of all BCSD students, by students' name and school attended, served by WDFS during the year.

9. As needed or requested by BCSD, schedule conferences with parents of students with disabilities attending BCSD schools to explain services and process of BHRS service.
10. Within the boundaries of confidentiality provisions of applicable laws, provide a progress summary every ninety (90) days from the start of services to the respective school social worker for all students being served by WDFS.
11. Appoint representatives to work collaboratively on development of Individual Education Plans (IEP's) or 504 plans for students with disabilities
12. Assist BCSD in providing access to services for children with IEP's receiving BHRS services
13. Provide orientation by the end of the school year for parents to ensure a smooth transition to the next grade
14. Upon request, participate in professional development collaboratively with BCSD
15. Not modify classrooms and/or buildings without the prior written authorization of BCSD
16. Provide all of its own equipment, coursework materials, photocopying, computers, printers, consumable classroom supplies, and the like
17. Provide its own staff for adequate supervision and control of its consumers
18. Before services begin, provide the names of all WDFS staff that will visit schools. WDFS will conduct SLED & National background checks of all staff serving BCSD students prior to the commencement of services. Each staff member will need to complete the BCSD BIB online volunteer application. Upon approval by the system, the individual will receive an email of clearance which can be printed and shown at schools to gain access.
19. Ensure that its staff refrains from engaging students prior to completing the volunteer process.
20. Adhere to school security protocols, administrative regulations, and requirements established by the BCSD.
21. Adhere to school administrators' decisions as to allocations of specific spaces for the WDFS Program, as well as their decisions with regard to specific uses of school functions and spaces such as food service facilities, recreational facilities, media centers, athletic areas, and all other core elements of the school.
22. In general, not conduct its daily activities in a manner that disrupts the programs of the BCSD.
23. Arrange school visits through the Social Worker at each school. The Social Worker will serve as liaison at each site and will arrange dates, times and space available for visits. The Social Worker, Behavior Management Specialist and School Counselor can be points of contact that offer insight and information about students receiving services in the school.
24. Recognize the school's principal as having the final decision in matters involving students in their schools.
25. Ensure that WDFS staff wear professional attire when visiting schools.

26. Require all WDFS staff to possess proper identification to access school buildings and sign-in/sign-out at the front office.
27. Obtain written parental permission to engage any student prior to meeting with them.
28. Comply with FERPA/HIPAA confidentiality requirements
29. Schedule meetings at the school's discretion.
30. To notify BCSD within 24 hours if ever there is an investigation by any authorized regulatory entity or authority involving WDFS and/or one of its employees. Such notification shall be made in writing to the Student Services Officer.

Beaufort County School District Agrees to:

1. Refer children who are identified as meeting the criteria and medical necessity for BHRS services.
2. Provide use of classrooms of the facility as in-kind contribution to WDFS.
3. Have the Human Services Coordinator serve as the BCSD liaison with WDFS.
4. Provide WDFS with any available school census data and follow-up data relating to identified incoming students who may meet criteria and medical necessity for BHRS service.

II. Terms and Conditions

A. Effective Dates

This agreement is for the 2022-2023 school year, commencing on August 15, 2022, and concluding on June 30, 2023. It shall be effective upon the signature of authorized representatives from both parties. Either party may terminate the contract by giving thirty (30) days written notice to the other party. This Memorandum of Agreement (MOA) is renewable annually; however, written notice of renewal or non-renewal by either party for the subsequent year shall be provided to the other party by April 14, 2023. The decision to renew or non-renew shall in part be based on a review of criteria listed under Evaluation of MOA (Section II. G). A new MOA will be executed upon renewal.

B. Termination

Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination. The BCSD or WDFS may terminate this MOA for cause, default or negligence on the part of (the Contracting Party) at any time without 30 days advanced written notice. Nonpayment of invoices is specifically agreed to be an act of default. Any financial obligation created by this MOA shall survive termination of the MOA.

C. Amendment

Any changes to this MOA, which are mutually agreed upon between WDFS and the BCSD, 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 BCSD staff.

BCSD expects WDFS to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed written consent of the client, or the client's parents or legal guardian, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. FERPA is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request, etc.).

E. Indemnification

BCSD, its officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from this MOA, provided that such liability is not attributable to negligence on the part of BCSD. WDFS also shall defend, indemnify, and hold harmless the BCSD from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of WDFS, its agents or employees, in the performance of this MOA, and further agrees to indemnify BCSD against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason of negligent instructions or directions given or purportedly given by any BCSD employees with respect to the performance of the MOA.

F. Non-Discrimination

The BCSD affirms the right of all individuals to be treated with respect and to be protected from intimidation, discrimination, physical harm, and/or harassment. The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

G. Evaluation of MOA

Appropriate staff of BCSD and WDFS will meet in March 2023 to evaluate this MOA based on the responsibilities for each party listed under Sections I, Scope of Work, of this agreement.

H. Governing Law

The agreement, any dispute, claim, 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.

I. Insurance

WDFS agrees to maintain professional, general liability, sexual misconduct and property insurance, or self-insurance, as applicable, and may be required to provide BCSD with satisfactory evidence of such coverage. Neither party will provide general coverage for the other party's employees, volunteers, and parents. A certificate of insurance shall be provided by WDFS to BCSD within ten (10) days of the execution of this MOA, with BCSD named as additional insured. BCSD shall maintain its usual insurance program.

J. Licenses

The parties agree that during the term of this agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services to students.

K. Expenses

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

L. Severability

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

BCSD and WDFS representatives will meet annually to evaluate the effectiveness of coordination efforts. Discussion will be continued on sharing resources (materials, children, providers, training, etc.) to increase comprehensiveness and quality services for children. Determination of need modifications, expansions and/or additions to written agreement will be made. This MOA will be reviewed as necessary and written modifications will be made when needed.

Dr. Ronda Stevens
Chief Executive Director
Wright Directions Family Services

08/12/2022 Date

Dr. Frank J. Rodriguez
Superintendent
Beaufort County School District

8/12/22 Date