

MEMORANDUM OF AGREEMENT
BETWEEN
MADISON COUNTY PUBLIC SCHOOLS
AND
COMMUNITY BASED AGENCIES

The Agreement is made and entered into this 22nd day of February, 2023 and between MADISON COUNTY PUBLIC SCHOOLS, hereinafter referred to as SCHOOL and SPARC Family Services, hereinafter referred to as SPARC.

The purpose of the Agreement is to efficiently and effectively provide mental health services to MCS students who are eligible. Services will include, but not be limited to: comprehensive clinical assessments; Family Centered Therapy, person-centered planning, crisis response services for students receiving treatment from the SPARC. SPARC will provide monthly updates to MCS Schools re: referral status, school census, and treatment updates for any student who has consented or authorized the disclosure of such information or the student's personal representative has done so, as required by applicable law.

All agents or employees of the SPARC will provide services to MCS students will be fully qualified, possess any requisite license and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

SPARC will accept student referrals for services as provided by MCS. SPARC will only accept referrals and provide services to students following the receipt of parental consent for referral for treatment. Referral response times will be tracked by the SPARC and reported to MCS on a routine basis. Standards set are to respond to referrals within 2 business days and to complete intakes within 2 weeks of this initial contact. SPARC agrees to work with MCS regarding the development of appropriate consent forms and information materials about services offered by the SPARC.

SPARC agrees that this is an intensive mental health program, and the primary place of service will be in the home, however the SPARC will provide support and be able to see their identified client in the school setting as well. SPARC will provide services at specific times determined in collaboration with MCS. When providing services within the school, SPARC agrees to provide services to students at times, and in a manner that minimizes the amount of disruption to the student's academic instruction.

SPARC will respond to behavioral health crisis situations of active consumers and activate the use of consumer crisis plans to de-escalate when possible. De-escalation will include assessment and safety planning. If consumer behavior presents imminent risk to self or others and the consumer is not responding to de-escalation attempts, the SPARC will immediately call 911 in the event emergency services may be needed and will promptly provide the school principal or designee and the student's parents or guardian notice of the occurrence.

Qualifying criteria includes

Children with behavioral and/or emotional needs between the ages 3-20

Have an MH/SUD diagnosis (some with co-occurring IDD) and have at least one of the following:

have had multiple treatment episodes without long term sustained outcomes

OR

At risk of out of home placement

Our two main goals are 1) to keep the family together, and 2) keep children out of institutions.

For more information on FCT please visit <http://www.familycenteredtreatment.org>

A. SCHOOL'S OBLIGATIONS

1. The SCHOOL will provide training and/or direction to their staff members regarding the utilization of School-based Therapist in the schools.
2. The SCHOOL is responsible for providing direction regarding school policies and procedures to the School-based Therapist.
3. The SCHOOL will provide adequate space for school-based services during the school day and, during after school hours as determined between therapist and principal.
4. The SCHOOL will send referrals for school-based therapy according to designated procedures upon consultation with school counselor and with appropriate notification and releases of information from parent/guardian.
5. 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.
6. The SCHOOL will monitor the performance of the School-based Therapist and communicate as needed with SPARC providers and/or central office administrators/coordinators.
7. The SCHOOL will provide orientation materials related to school policies and administrative Procedures, relevant laws, and discipline guidelines to all agencies to be utilized for staff training...
8. The SCHOOL administrators will ensure that School-based Therapist implement safe school procedures and policies.
9. The SCHOOL will have authority to remove School-based Therapist and/or request an alternate for Workers who do not comply with school policy and/or procedures after appropriate intervention/mediation has occurred.
10. The SCHOOL will inform workers that school-based therapy is authorized exclusively under the terms in the MOA with agencies. If terminated by their SPARC, school-based therapists MAY NOT continue to provide therapy in the school setting as a private practitioner.

B. CONTRACTORS' OBLIGATIONS

1. SPARC will follow designated procedures for Referral to School-based Therapy Services and their own intake procedures to obtain authorization for services.
2. SPARC 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. SPARC will collect data related to positive student outcomes and provide quarterly reports of Services provided to students in the School.
4. SPARC will comply with all liability requirements contained in their contract with the Local Mental Health Entity (MCO).
5. SPARC will provide lists of students receiving School-based Therapy services to the Director of Student Services on a quarterly basis.

Memorandum of Agreement between Schools & Community Based Agencies

6. SPARC 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. SPARC will notify principal and Director of Student Services of any staff changes and will Provide substitute therapists if vacancy will last more than two weeks.
8. SPARC will ensure that Principals and/or designated administrators meet any new School Based Therapist prior to the therapist initiating services.
9. SPARC will inform any terminated school-based therapist that may not continue to provide services in the school setting under private billing arrangements.
10. SPARC must comply with safe school procedures regarding an agreed upon identification badge to be displayed while on school grounds.
11. SPARC will consult with Madison County School coordinators prior to implementing SPARC 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. SPARC shall provide a list of all employees, volunteers and other adults **that intend** to provide services to students on campus. SPARC shall conduct an initial criminal background check, including a check of the state and federal sex offender registries, before permitting any employee, volunteer or other person to come on to the SCHOOL'S campus on its behalf. On an annual basis thereafter, SPARC shall conduct a check of the state and federal sex offender registries to ensure no employee or adult that has interactions with students is on the list. SPARC shall furnish a copy of the initial criminal background check and any annual check of the registries to the SCHOOL.

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

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 Family Education Rights and Privacy Act (FERPA) and other appropriate state and federal laws, will be obtained prior to communication between agencies, including SPARC and SCHOOL, regarding students. SPARC agrees not to re-disclose any confidential student information it obtains or that comes into its possession without obtaining the necessary consent for the re-disclosure. SPARC shall inform the SCHOOL of any unauthorized disclosure of confidential information.

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 SPARC supervisor. If the concern is on the part of the therapist, he/she will inform the SPARC supervisor, who will contact the SCHOOL principal.
3. The school administrator and SPARC supervisor will mediate with the concerned 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, SPARC 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 CONTRACTORS, and shall renew automatically unless modified. Either party to this agreement may terminate participation upon thirty days written notice to the other party.

H. HOLD HARMLESS AND INSURANCE

To the extent allowed by law, the CONTRACTORS agrees to release and hold harmless the SCHOOL for any acts or omissions by the CONTRACTORS, its employees, agents, members, or independent contractors that result in damage to person or property. Furthermore, this Memorandum of Understanding is made pursuant to the SCHOOL Policy 5030 and NCGS § 115C-524.

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.

MADISON COUNTY SCHOOLS:

Superintendent

Date

Director of Student Services

Date

CONTRACTORS:

SPARC Family Services Inc.

Signature

Date