

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: November 12, 2013

AGENDA ITEM No. 13-11-09

ACTION: (Y/N) Y

SUBJECT: RHA Behavioral Services Memorandum of Agreement

INFO. CONTACT: Dr. Denise Morton, Mike Gilbert PHONE: (919)732-8126

ATTACHMENTS: 1. RHA Behavioral Health Services Memorandum of Agreement

PURPOSE: To have the Board of Education review and approve the Memorandum of Agreement between OPC Community Operations Center/Cardinal Innovations, Orange County Schools and Chapel Hill Carrboro City Schools and RHA Behavioral Health Services.

BACKGROUND: RHA Day Treatment Program (formerly Triumph Academy) is located at 500 Millstone Drive in Hillsborough, NC. The program opened officially in August 25, 2010. It offers day treatment services for Orange County and Chapel Hill-Carrboro City Schools eligible students. The annual agreement is attached which has now **expanded services from middle school students to include fifth grade students.**

The RHA day treatment program serves the educational and therapeutic needs of students in the two districts.

FINANCIAL IMPACT: Four students are transported to RHA as part of a regular bus route and one certified staff member is paid a total of \$73,958.11 which includes salary and benefits.

RECOMMENDATION: The Superintendent recommends that the Board of Education approve the Memorandum of Agreement between OPC Community Operations Center/Cardinal Innovations, Orange County Schools, Chapel Hill Carrboro City Schools and RHA Behavioral Health Services.

**Memorandum of Agreement between OPC Community Operations Center/Cardinal
Innovations, Orange County Schools and Chapel Hill-Carrboro City Schools (together,
"school districts"), and RHA Behavioral Health Services
Re: RHA Treatment Program**

Purpose of the Day Treatment Program:

RHA Day Treatment Program will serve students from 5th to 8th grades from Chapel Hill-Carrboro City Schools (CHCCS) and Orange County Schools (OCS). The day treatment program will be a short term therapeutic intervention for students whose mental health challenges impair their ability to function in a traditional school setting and for whom less restrictive interventions in their home schools have not worked. In some cases, day treatment will be used for students transitioning from out of county restrictive settings. The goal of the day treatment program is to assist the students and their families to develop the skills and tools needed to eliminate or reduce their mental health symptoms so the students can return to their home school and be academically and socially successful. Participation in the program is voluntary and by the consent of the parent/guardian. Funding streams for the program will include HealthChoice, Medicaid, private insurance, and state mental health funding. This Agreement does not create any financial obligation on the part of either board of education. The program will generally run from 9:00-4:15 or the length of time to provide 6 hours of program daily.

RHA will:

- Develop and maintain a day treatment program in Orange County that follows all the guidelines in the Division of Medical Assistance Clinical Coverage Policy 8A including the use of evidenced practices and documentation as outlined in the Records Management and Documentation Manual. RHA shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. Obtain a criminal background check on all staff hired for the day treatment program prior to the staff member providing any services to students. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. RHA shall provide documentation to the districts of criminal records and background checks before assigning its employees or agents to provide services under this Agreement. Contractor shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. Under no circumstances shall any employee or agent be assigned to work with any student if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or staff. All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors.
- Train and monitor all staff to ensure the confidentiality of students enrolled in or discharged from the day treatment program as well as other students encountered in the

school setting is protected according to state and federal mental health, substance abuse, and education laws and policies, including but not limited to FERPA, NCGS 122C,10A NCAC 26B, the Health Insurance Portability and Accountability Act of 1996 (45CFR Parts 160, 162, & 164) and 42 CFR, part 2 and any subsequent modifications thereof.

- Obtain the necessary releases of information from students and/or parents/legally responsible persons and ensure that individuals are provided with informed consent when obtaining releases.
- Provide day to day program oversight and supervision of mental health and teaching staff. Teaching staff will be included whenever possible in all training opportunities offered to mental health staff.
- Develop a Child and Family Team for each student that includes the parent/guardian, student, and appropriate school personnel. The Child and Family Team will develop the Person Centered Plan including the crisis plan for each student. A school district representative will be invited to each CFT meeting.
- Collect detailed and accurate data on students' mental health status and response to therapeutic interventions, and provide that data to the OCS liaison.
- Participate with OCS and CHCCS in the development and/or revision of student IEP/504 plans as needed, including Functional Behavioral Assessments and Behavior Intervention Plans, and facilitate staff attendance at IEP/504 meetings
- Provide written recommendations and attend meetings with the home school staff for transition planning of each student. The Child and Family Team for each student will develop an individualized transition plan to assist with each student's return to the home school.
- Provide transportation in afternoon/evening for students who are not able to ride the bus
- Will meet at least monthly with representatives from both school systems and OPC staff to review the development of the day treatment program. This group will identify training needs of both school systems and RHA Academy day treatment staff and develop a training plan (may include positive behavioral supports, school policies and procedures, and community/school resources).
- Conduct an evaluation of the program that collects information on student progress in the day treatment program and upon return to the home school as well as school satisfaction surveys about the program. The evaluation information will be shared with the school districts, OPC Area Program, and the Orange County Collaborative team.
- Develop and articulate transition plans, including a timeline, for each student when returning to the public school. Transition planning will occur at least 2 months prior to the discharge date.
- Provide a formal written discharge summaries and communicate with school staff to assist in transitioning.
- Maintain accurate attendance data and transmit attendance data to the school districts.
- Cooperate with the school districts, or with any other person or agency as directed by the school districts, in monitoring, auditing, or investigating activities related to this Agreement. RHA shall provide auditors retained by the districts with access to any records and files related to the provision of services under this Agreement. The districts agree to maintain the confidentiality of any personally identifiable health information or trade secrets of RHA accessed during an audit conducted under this Agreement.

- Maintain at least \$1,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Agreement. Certificates of such insurance shall be furnished to the school districts and shall contain the provision that the Board be given 20 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default and grounds for immediate termination of this Agreement.

Orange County Schools and Chapel Hill-Carrboro City Schools will:

- Support students during the RHA Day Treatment process
 - When making student referrals, provide documentation that interventions in the educational setting have been unsuccessful (e.g. Functional Behavioral Assessment, Functional Behavioral Plan, Individual Education Plan, 504 Plan, behavior plans) and that the student exhibits behavior resulting in significant school disruption or significant social withdrawal.
 - Identify a point person and other designated staff (e.g. behavior specialist, Exceptional Children Program Facilitator) at each school to assist with the referral of students to RHA, LLC. for an assessment of day treatment. This point person will also be available to assist in identifying the potential members for the Child and Family Team and in assisting with the transition plan to the home school.
 - Maintain involvement with students enrolled at RHA Day Treatment through periodic visits.
 - Participate in Child and Family Teams as well as any needed IEP/504 meetings.
 - Actively participate in the transition process back to school, including providing off-schedule transportation.
- Support academic instruction
 - Provide a full-time equivalent 10 month teacher position from each district whose primary role is to provide grade level instruction in reading, math, social studies and science and to maintain the student's academic progress. The teachers will work from 8:45 a.m. to 4:15 p.m. every Monday through Friday and follow their respective traditional school year calendar for staff.
 - Provide books and other materials for participating students in the subject areas to be covered.
 - Baseline academic skills will be tested and ongoing academic progress will be monitored by the teachers.
 - Provide academic supervision and evaluation of the teacher from the respective districts.
 - Conduct end-of-grade testing either at RHA Day Treatment or at the home school, depending upon the needs of the student. Each district will designate a testing coordinator other than the RHA teachers.
 - Provide student computers and on-line internet access for curriculum and opportunities for communication with teachers at home-based schools. OCS and CHCCS will share in the cost of computers. Each school district technology support team will provide technical support on a rotational schedule by semester.

- Summer Program
 - Hours ~ 9:00 to 3:00
 - Student transportation will be left to the discretion of each school district
- Support overall program
 - Provide district transportation from pre-arranged sites to the day treatment program for students whose parents do not wish to transport them.
 - Maintain enrollment and daily attendance of each student in his or her home school.
 - Orange County Schools will deliver breakfasts and lunches to RHA Day Treatment Program. CHCCS and OCS students will complete applications for free- and reduced lunch. OCS will prepare and deliver all daily-ordered student meals and CHCCS will reimburse OCS for CHCCS student meals and share in the cost of delivery.
 - Provide information to RHA Day Treatment staff about student outcomes once students return to their home schools.
 - Meet at least monthly with RHA and Cardinal Innovations/OPC Community Operations Center staff to review the development of the day treatment program. This group will identify training needs of both school systems and RHA Day Treatment Program staff and develop a training plan (may include positive behavioral supports, school policies and procedures, and community/school resources).
 - Train and monitor OCS and CHCCS staff according to state and federal mental health, substance abuse, and education laws and policies, including but not limited to FERPA and other applicable statutes and regulations, to ensure the confidentiality of all students enrolled in or discharged from the day treatment program.
 - Teaching staff will be trained in NCI.

OPC Community Operations Center/Cardinal Innovations will:

- Meet at least monthly with RHA and OCS and CHCCS staff to review the development of the day treatment program. This group will identify training needs of both school systems and RHA day treatment staff and develop a training plan (may include positive behavioral supports, school policies and procedures, and community/school resources).
- Monitor service delivery and provider requirements as noted in the Child and Adolescent Day Treatment Services definition in the Division of Medical Assistance Clinical Coverage Policy 8A, the Records Management and Documentation Manual and relevant state and federal statutes and policies.
- Inform RHA of changes in the crisis response and crisis management services in order for RHA to maintain up-to-date crisis plans for each student.

All Parties will:

- Develop a joint calendar annually by August which includes transportation coverage and meal coverage, as well as review and modify annually the program procedures manual.
- Review this Memorandum of Agreement yearly and make modifications as needed.
- Protect the confidentiality of any and all individuals and will not discuss, transmit or narrate in any form other information, medical or otherwise, received in the course of

providing services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law. In addition, all parties shall meet all confidentiality requirements promulgated by any applicable government authority including but not limited to NCGS 122C, 10A NCAC 26A, the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160, 162, & 164) and 42 CFR. Part 2 and any subsequent modifications thereof.

- Be able to terminate this agreement with a thirty day written notice.
- Agree to resolve concerns through direct communication with the staff person involved. If concerns are not resolved with the staff member, the staff member's supervisor will be contacted. If concerns are still not resolved, the issue will be taken to a meeting of the parties or their designees of the Memorandum of Agreement who will work together to mediate the situation and develop an action plan. If the issue is not able to be resolved, the Agreement may be terminated according to the section below.

Term, Modification, and Termination of the Agreement

- Term: The term of this Agreement will be for a one year period starting on August 19, 2013 and may be renewed annually by written agreement of all parties.
- This agreement can only be modified by written agreement executed by all parties.
- The agreement can be terminated at any time by any of the parties upon a thirty day written notice to all other Parties.
- OPC Area Program may immediately terminate the Agreement for cause. The cause for termination shall be documented in writing and presented to the other parties detailing the grounds for the termination. As the endorsing agency, OPC Area Program has the exclusive right to terminate this agreement for cause.

Orange County Schools Superintendent Date

Chapel Hill-Carrboro City Schools Superintendent Date

OPC Community Operations Center Director Date


Vice President of Operations 10/25/13
Date