

The Board of Education of Dorchester County

CONTRACT REVIEW VERIFICATION

The attached contract has been reviewed by the individuals below. The services and/or products are necessary to meet the needs and programmatic goals of the Board.

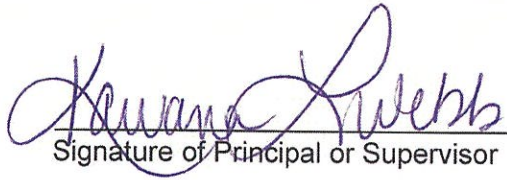
Vendor/Contractor Name: Community Behavioral Health

Total Amount of Contract: \$\_0\_


Accounting Code to be Charged: n/a

Any additional information to support accepting the attached contract?

MOU services as guidance for provision of school based mental health services by qualifies staff of Community Behavioral Health.

 8/30/22  
Signature of Principal or Supervisor Date

\_\_\_\_\_  
Signature of Grant Manager Date

 8/30/22  
Signature of Grant Manager Date

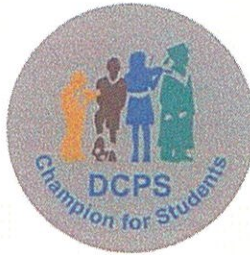
\_\_\_\_\_  
Signature of Comptroller Date

 8/30/22  
Signature of Comptroller Date

\_\_\_\_\_  
Signature of Director Date

\_\_\_\_\_  
Confirm Review by Board Attorney, or, Explanation for Not Sending

\_\_\_\_\_  
Signature of Superintendent if needed Date



## Board of Education of Dorchester County

and

### *Community Behavioral Health* Memorandum of Understanding 2022 - 2023

This *Memorandum of Understanding (MOU)* is entered into on September 1, 2022, by and between the Board of Education of Dorchester County (BOE) and Community Behavioral Health. This Agreement sets forth all terms and conditions to provide voluntary school-based mental health services that will be supported by grants, when available, and fee for service.

The purpose of this MOU is to establish guidelines for the provision of school-based mental health services by qualified staff from The Provider to students attending Dorchester County Public Schools (DCPS).

#### **A. TERM OF AGREEMENT**

This MOU is to have a fixed term beginning September 1, 2022 and terminating, August 31, 2023.

#### **B. DUTIES AND RESPONSIBILITIES**

##### **BOE will provide the following:**

- Provide office and counseling space for the program at the school of the program.
- BOE will provide a photo identification badge.
- BOE will adhere to all HIPAA Regulations related to all privacy of personal health information and all FERPA Regulations related to the disclosure of student information.
- Facilitate the referral process by:
  - A. Counseling Staff, Teachers, Crisis Teams, Self-Referred, School Psychologists, and Parents. These individuals will primarily refer students. The referring source at the school will contact parents regarding the referral.

B. All mental health referrals will forward the referral to Student Services Office to the District Mental Health Services Coordinator.

C. The School Designee will contact parents for additional information as needed.

**The Provider will provide the following:**

- Operate as an Outpatient Mental Health Clinic as defined under the Code of Maryland Regulations of the Department of Health & Mental Hygiene. (COMAR) and is responsible for all administrative requirements mandated by the regulations for an Outpatient Mental Health Clinic as contained in COMAR 10.63 and other applicable codes, requirements and COMAR regulatory ordinances of mental health practice. Provider will provide clinicians qualified under the Outpatient Mental Health Clinic License.
- Provide services for all students and families where resources exist for funding the treatment services. Will manage all aspects of billing for client services.
- Per COMAR Regulations, The Provider will obtain parental permission for services and authorization for communication between the DCPS professional staff and The Provider.
- Will sign-in and sign out at the visitor's book in the main office whenever they visit any school and be responsible for obtaining the student's schedule to conduct future scheduled appointments.
- Will alternate meeting times with students to ensure that students are not removed from the same class every week.
- Will provide individual, family, group, crisis intervention, consultation services, medication evaluations, and diagnostic assessments. As appropriate, clinicians will attend meetings related to students (i.e. MTSS), and initiate referrals to other in-school and community services.
- The Provider clinicians will be available for each of their assigned school(s) and will establish consistent hours on specific days at schools, barring an emergency crisis situation. The Provider will supply necessary materials.
- The manager/director will attend meetings as needed with Dorchester County Public School administration to evaluate efficiency and quality of school-based mental health services.

- Will have an emergency crisis protocol and include the residing school crisis team members. Provider Staff will make themselves available in emergency situations to provide a risk assessment for students with open cases. The Provider staff that has active/open clients requiring an emergency Risk Assessment will work in cooperation with the appropriate school personnel to expedite the student's admission to the ER. If the student is not an active client but in need of an emergency evaluation and believed to be at-risk, staff would engage the school crisis team members.
- Will exhaust all available options to maintain, sustain and reengage the client before discharging a client.
- Will contact another DCPS approved Service Provider in the event a client cannot be served to ensure the student has access to mental health services.
- Discuss the case in a multidisciplinary team meeting with appropriate mental health staff and/or DCPS designated personnel.
- Provide pre-employment background checks and additional information if requested to the school system's satisfaction.
- Will be responsible for providing monthly statistics to include the following:
  - A. Total number of individual sessions calculated by school.
  - B. Total number of students seen for services by school unduplicated and sorted by diagnosis without student names.
  - C. Total number of students (by school) referred for additional services within and/or to other community agencies.
- Will adhere to all HIPAA Regulations related to the privacy of personal health information.
- The Provider shall hold BOE harmless and indemnify it against any and all claims arising from services provided to student clients.
- The Provider must provide an insurance certificate indicating coverage for liability for at least \$1,000,000 and worker's compensation insurance in the State of Maryland. The Provider will add the Dorchester County Board of Education as an additional insured.

**C. TERMINATION AND RENEWAL OF APPOINTMENT**

The Agreement will end automatically on the termination date specified herein unless, prior to the termination date, the Agreement is extended and renewed. Dorchester County Public Schools may terminate this Agreement due to the Provider's failure to fulfill in a timely and proper manner its obligations under this Agreement, or substantial violation by the Provider of any of the covenants or stipulations of this Agreement with 30 days advance notice. The Provider may terminate this agreement by submitting a letter expressing the wish to do so with 30 days advanced notice.

**D. COMPLIANCE WITH LAWS**

No person served or employed by the Provider shall be discriminated against on the basis of race, color, sex, creed, national origin, age, marital status, sexual orientation, religion, ancestry or physical or mental disability or any other classification protected by law. The Provider shall hold BOE harmless and indemnify it against any claim arising out of Provider's failure to comply with relevant federal, state and local laws and regulations.

The Provider shall possess all necessary licenses, permits, certifications or other government authorizations and shall ensure that each member of its staff have all necessary licenses, permits, certifications or other government authorizations necessary to perform their duties under this agreement. Licenses must specify training and malpractice insurance requirements.

**E. GENERAL PROVISIONS**

This Agreement constitutes the agreement and understanding between the parties with respect to the appointment of the Provider and does not preclude additional appointments by the Dorchester County Public Schools. The terms of this agreement may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect.

**F. SIGNATURES**

\_\_\_\_\_  
W. David Bromwell  
Superintendent of Schools  
Dorchester County Public Schools

\_\_\_\_\_  
Date



\_\_\_\_\_  
Shyam Bhayani  
Chief Administrator  
Community Behavioral Health

\_\_\_\_\_  
Date