

Memorandum of Understanding

This AGREEMENT made and entered into this 7th day of July by and between the SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, hereinafter referred to as the "BOARD" and Palm Coast Counseling, LLC, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS, the BOARD has developed a policy of encouraging collaboration with community agencies to expand awareness and service to students and families; and

WHEREAS, PROVIDER desires to participate by contributing services at all schools to students who may experience behavioral/emotional problems, family problems, or indications of substance abuse; and

WHEREAS, PROVIDER presently is available to provide services on-site, in home and/or at local provider center, to students who are referred through Student Study, IEP Committee, and through the Department of Student and Community Engagement Services, and all schools.

WHEREAS, the BOARD is committed to providing appropriate services for school age children; and

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide effective services for children who are referred to this professional.

Now, therefore, in consideration of the foregoing, the parties agree as follows:

1. This Agreement will be in effect for one (1) year, commencing on July 1, 2020 and ending on June 30, 2021. Said agreement will continue year to year under the same terms and conditions set forth herein, unless terminated pursuant to paragraph 2.
2. The parties can modify this Agreement in writing by mutual agreement. Either party may terminate this Agreement at any time, with or without cause, with ninety (90) days written notice. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
3. PROVIDER will serve as a qualified professional provider, providing service(s) on site, and/or off-site, and may serve a caseload for mental health counseling and referrals for psychiatric or more intensive services. The provider will provide these services and only these services. The credentials will be, at a minimum, a master's level degree. **The provider will send proof of liability/malpractice insurance to the Executive Director of Student and Community Engagement.** The provider will comply with all relevant state statutes regarding professional services.
4. The provider accepted to provide services to students must first have a fingerprint-based background investigation in accordance with Florida Statutes and School Board policy.
5. The **Executive Director of Student and Community Engagement**, the school's principal and the school staff will monitor the activities of the provider.

6. The provider will agree to provide data to the school system as requested.
7. The provider will provide biweekly reports to the school system regarding assignment of student's counselor/therapist, attendance and engagement of each referral.
8. The provider will provide a confirmation of receipt of referral within 2 business days.
9. The provider will comply with Florida Statute 1011.62 (16) (b)3 which requires that providers assess each student referred for mental health disorders within 15 days of referral. Additionally, the provider agrees to adhere to the requirement that services must be initiated within 30 days after the school or district makes a referral.
10. A parental permission form will be required for all students referred to the provider.
11. The provider will be available to consult with the school based Staffing Committee on behalf of students as requested.
12. The provider will be available to provide orientation for staff as requested by the principal of the school.
13. All counseling services conducted on school premises must have a full service school referral form completed.
14. The provider will maintain a current list of insurances accepted by the agency.
15. The provider will return any student referrals which the provider cannot meet the requirements of Florida Statute 1011.62 (16) (b)3.
16. The provider will submit a list, to the Office of Student Services, of all service providers that will be visiting students on any Flagler County School Board Site. This list will be submitted as it is updated.
17. The provider will connect with the families of the referred student and set intake appointment within seven days of receipt of the referral.
18. The provider will supply a list of all services and costs of the services that the agency provides. (i.e: psychiatric evaluations, medication management, individual and group rates.)
19. The provider will supply a list of uninsured hourly group rates.
20. The provider and school personnel shall communicate and exchange appropriate student information in a manner consistent with federal laws and regulations, Florida Statutes and rules, and professional ethics.
21. If a student has special needs beyond the scope available in the school setting, the provider will provide consultation to school personnel only; school personnel will present a variety of referral options to parents, including community agencies.
22. The principal of the school, the **Executive Director of Student and Community Engagement** and the professional will attempt to resolve any problems that arise. Services may be suspended until the problem has been resolved or terminated if a satisfactory resolution cannot be reached.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Witnesses:

THE SCHOOL BOARD OF FLAGLER COUNTY

By: _____

(Executive Director of Student and Community
Engagement)

By: _____

(Chief Finance Officer)

By: _____

(Superintendent)

By: Cynthia Dawson, LMHC
(Name of Provider)

Title: Owner - Palm Coast Counseling