Board of Education of Dorchester County
And
ALL4LOVE
Memorandum of
Understanding 2023-2024

This *Memorandum of Understanding* (Agreement) is entered into on October 1, 2023, by and between the Board of Education of Dorchester County, commonly known as the Dorchester County Public Schools (DCPS), and *ALL4LOVE* (Provider). 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 Agreement is to establish guidelines for the provision of school-based mentoring services by qualified staff from the provider to students attending DCPS.

A. TERM OF AGREEMENT

This Agreement is to have a fixed term beginning October 1, 2023, and terminating, on June 30, 2024.

B. DUTIES AND RESPONSIBILITIES

BOE will:

- Provide a photo identification badge to each agency employee/.
- Adhere to all HIPAA Regulations related to all privacy of personal health information and all FERPA Regulations related to the disclosure of student information.
- Provide relevant data and information to the provider as needed if the relevant parent/guardian has authorized the release of such information.
- Facilitate the referral process as follows:
  A. Counseling Staff, Teachers, Crisis Teams, Self-Referred, School Psychologists, and Parents will primarily refer students. The referring source at the school will contact parents regarding the referral.
  B. All mentoring referrals will be sent to the referred agency as well as the office

of Student Services to the District Mental Health Services Coordinator.

C. The school personnel that recommends and refers the student for school-based mentoring services will contact the parent and/or family for additional information as needed.

D. School personnel will assist the parent and/or family as needed with completing and returning the intake packet.

The Provider will:

- Per COMAR Regulations, obtain parental permission for services and authorization for communication between the DCPS professional staff and the provider.
- Sign in and sign out, at each visit, on the vistors log located in the main office of each school building.
- Collaborate with the school counselor or school social worker to obtain the student's schedule to conduct future scheduled appointments.
- Alternate meeting times with students to ensure that students are not removed from the same class every week.
- Be available for each of their assigned school(s) and will establish consistent hours on specific days as agreed upon between the Provider and the DCPS Mental Health Coordinator, barring an emergency crisis. The Provider will supply the necessary materials.
- Meet with the Supervisor of Mental Health Services at least 3 times a year throughout the school year to evaluate the efficiency and quality of school-based mental health services.
- Submit monthly demographic data as requested by DCPS, following HIPAA guidelines.
- Discuss each case in a multidisciplinary team meeting with appropriate mental health staff and/or DCPS-designated personnel per request.
- Provide pre-employment background checks and additional information if requested to the school system's satisfaction.
- Be responsible for providing monthly statistics to DCPS 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
  - C. Total number of students (by school) referred for additional services within and/or to other community agencies.
- Adhere to all HIPAA Regulations related to the privacy of personal health information.
- Hold DCPS and its employees harmless and indemnify them against any and all claims arising from services provided to student clients.
- Provide an insurance certificate indicating coverage for liability for at least $1,000,000 and worker's compensation insurance in the State of Maryland.

Providers will add DCPS as an additional insured.

C. TERMINATION AND RENEWAL OF APPOINTMENT

This Agreement will end automatically on the termination date specified herein unless, prior to the termination date, the Agreement is extended and renewed in writing and signed by both parties. DCPS 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 advance notice.

D. COMPLIANCE WITH LAWS

No person served or employed by Provider shall be discriminated against on the basis of race, color, sex, creed, national origin, age, marital status, sexual orientation, religion, ancestry, physical or mental disability, or any other classification protected by law.
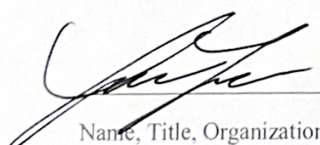
Provider shall possess all necessary licenses, permits, certifications or other government authorizations and shall ensure that each member of its staff have all necessary licenses, permits, certifications or other government authorizations necessary to perform their duties under this agreement. Licenses must specify training and malpractice insurance requirements.

E. GENERAL PROVISIONS

This Agreement constitutes the agreement and understanding between the parties and does not preclude additional appointments by the DCPS. The terms of this Agreement may be modified only by subsequent written agreement signed by both parties. If any part of this agreement is declared or rendered invalid by a court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. The parties agree that the Circuit Court for Dorchester County shall have exclusive jurisdiction over any disputes arising under this Agreement. The parties waive their respective right to a jury trial.

F. SIGNATURES

_____   _____
Superintendent of Schools Dorchester County Public Schools   Date

_____   Lucas A. Thorpe
Executive Director, ALL4LOVE INC.   09-12-2023
Name, Title, Organization   Date