

Memorandum of Understanding

Between Park Hill School District and Tri-County Mental Health Services

This Memorandum of Understanding (hereinafter "MOU") will clarify roles for each of the above-entities in regard to the partnership between the Park Hill School District (hereinafter "District") and Tri-County Mental Health Services (hereinafter "TCMHS") for the 2022-2023 school year.

I. Overview

The purpose of this partnership is to provide clinical mental health services and any related support (collectively referred to as "services") to students and their families in the District during the 2022-2023 school year.

These services include, but are not limited to, individual therapy, family therapy, support groups, assessment, crisis evaluation, referral for medication management, Medicaid application assistance, referral assistance, consultation with staff, and training for staff and families.

The services will be provided by a TCMHS employee. Hours designated for delivery of services may vary and will be determined in collaboration by designated TCMHS and District officials. The District will provide office or classroom space located at the Park Hill District Office.

II. Responsibilities of the Parties

TCMHS will:

- A. Provide one Qualified Mental Health Professional ("QMHP") to provide services to District students and their families.
- B. Provide additional clinical staff to support District initiatives, as agreed upon by District and TCMHS administration.
- C. Assume responsibility of all billing for clinical services through TCMHS.
- D. Provide all clinical documentation through TCMHS.
- E. Provide clinical supervision to the clinicians working at the District.
- F. Assist in staff development training and/or education for parents regarding behavioral health issues.
- G. Provide support/consultation to school staff as needed.
- H. Expand psycho-education services at the QMHP's office and/or classroom.
- I. Expand Professional Development services to the individual school sites.
- J. Engage in regular communication with District staff.
- K. Ensure appropriate releases are signed per HIPAA regulations.

District will:

- A. Provide the physical location for services to be provided with dedicated space for TCMHS and the QMHP.
- B. Provide a staff member to facilitate the operation and delivery of services as well as the services provided to schools and students at the school sites.
- C. Provide referrals of consumers through the schools.
- D. Provide communication with the schools regarding clients of TCMHS who are currently enrolled with the District.
- E. Facilitate reasonable requests as determined by District administrative staff for transportation of District students and/or a student's legal guardian to appointments with the QMHP held during the school day on District property.
- F. Provide a protected internet connection for TCMHS staff (wireless or dedicated line).
- G. Engage in regular communication with TCMHS staff.
- H. Contribute a total of \$15,000 TCMHS for the time period July 1, 2022 to June 30, 2023, to be paid in equal monthly installments.

III. Additional Terms

- A. TCMHS and the District are independent entities, and neither shall have, nor exercise, any control over the means, manner or method by which the other performs its obligations under this MOU. Nothing in this MOU is intended or shall be construed to create an agency relationship, employment relationship or joint venture between the parties. Furthermore, neither party intends for this MOU to alter in any way their respective rights or their legal obligations to one another, the Students, Parents, Teachers or Administrators working with TCMHS, or to any third party.
- B. TCMHS shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in program related activities either at or away from the District, including but not limited to Board Policies , the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), Section 504 of the Rehabilitation Act of 1973 , the Individuals with Disabilities Education Act, and all civil rights laws. Prior to the commencement of work under this MOU, TCMHS shall provide to District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program operated and maintained by the United States Department of Homeland Security and the Social Security Administration.
- C. Except as otherwise provided herein, the services being offered by TCMHS to the District under this MOU shall be provided free of charge, and each party shall only be responsible for its own costs and expenditures associated with participating in this MOU. Should a mutual cost or expenditure arise, parties shall cooperate on determining the most appropriate division of such costs. Agreement will be reached prior to committing funds.
- D. Neither party, while carrying out its duties pursuant to this MOU, shall discriminate against any individual on the basis of race, religion, sex, creed, national origin or physical/mental handicap unrelated to that individual's ability to perform his or her duties under this MOU.
- E. Each party shall comply with all Federal, State, and Municipal laws, rules and regulations, including any from the Department of Mental Health, applicable to the performance of this MOU.
- F. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, by whatever name as set forth in RSMo Section 537.600 et seq. Any insurance purchased is not intended to act as a waiver of any defense available to the District and its employees by statute or common law.
- G. TCMHS agrees to provide results of Criminal Background Checks on TCMHS members that comply with the background-check requirements for volunteer s of District who interact with District's students, Park Hill School Board of Education policies GBEBEC (Criminal Background Checks) and ICC (School Volunteers).
- H. In the event it should become impossible for either party to perform its obligations under this MOU at any time or times because of Acts of God, government restriction, unavailability of parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due solely to the party's own fault or negligence.
- I. In the event the current TCMHS employee providing services to the District ceases to be employed by TCMHS, the District will allow up to 90 days for TCMHS to hire and train a replacement.

IV. Indemnification

- A. TCMHS agrees that the District shall not be responsible for claims, expenses, damages, or liability for personal injury or damages to property, real or personal, directly or indirectly arising from the negligent or wrongful acts or omissions of TCMHS, its officers, employees, agents, and volunteers in connection with its performance under this MOU.

- B. To the fullest extent permitted by law, TCMHS shall and hereby agrees to defend, hold harmless and indemnify the District and its Board of Education, officers, employees and agents, from and against all claims and demands which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of TCMHS or any person, firm, or corporation directly or indirectly employed by TCMHS upon or in connection with its performance under this MOU.

V. Term

This MOU shall be effective during the 2022-2023 school year, or until terminated by either party.

VI. Notices

Each party to this MOU shall provide the other party with timely written notice of any claims arising under this MOU, and the opportunity to participate in the defense of such claims.

Any notices required by this MOU shall be in writing and delivered via Certified Mail to the persons listed below:

District Park Hill School District
Notice Attn: Dr. Mike Kimbrel
to: 7703 NW Barry Road
 Kansas City, MO 64153

TCMHS Tri-County Mental Health
Notice Services Attention: Janice Storey
to: 3100 NE 83rd Street, Suite 1001
 Kansas City, MO 64068

VII. Miscellaneous

- A. **Non -Assignment:** Neither party to this MOU shall have the right to assign or transfer its rights and obligations to any third party without prior approval of the other party.
- B. **Severability:** If any term or provision of this MOU is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of the MOU. The remainder of the provisions of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- C. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. Venue of any litigation arising out of this MOU shall be in the courts of Platte County, Missouri.
- D. **Sovereign Immunity:** The District preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in §537.600 RSMo, et seq.
- E. **Binding Effect:** This MOU shall inure to the benefit of, and shall be binding upon, TCMHS and the District.
- F. **Entire MOU:** This MOU constitutes the entire understanding between the parties hereto regarding the subject matter of this MOU. This MOU may be modified, amended, altered or changed only upon the prior written approval of both parties to the MOU.
- G. **The persons executing this MOU on behalf of the District and on behalf of TCMHS hereby represent and warrant that they are duly authorized to execute this MOU on behalf of their respective parties.**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written below.

DISTRICT: Park Hill School District

By: _____

Title: _____

Date: _____

TCMHS: Tri-County Mental Health Services

By: *Janice Storey*

Title: *Chief Clinical Officer*

Date: *05/24/2022*