

**MEMORANDUM OF UNDERSTANDING
PROVISION OF COMMUNITY SUPPORT SERVICES IN
DURHAM PUBLIC SCHOOLS
2008-2009**

This Memorandum of Understanding is entered into by Durham Public Schools (“DPS”) and _____ (“AGENCY”) for the purpose of making available Community Support Services during the school day to the benefit of certain qualified eligible students.

It is agreed that:

Durham Public Schools and school based principals maintain final authority in determining what services are delivered and by whom to students during the instructional day and/or while on school grounds in all circumstances, and reserve the right to deny Community Support Services (“CSS”) providers access to any student at any time during the instructional day on or off school grounds. Students and their parents shall not be subject to “recruiting” efforts by any agency for delivery of Community Support Services (before, during, or after school) based upon students’ eligibility for Medicaid.

Durham Public Schools will permit selected fully accredited local CSS providers to deliver services to students on school campuses with prior DPS approval under the following conditions:

1. The AGENCY signs and adheres to all the guidelines set forth in a Memorandum of Understanding with Durham Public Schools.
2. The AGENCY and assigned CSW worker sign and adhere to all provisions set forth in the document “Standards for Community Support Services Provided in Durham Public Schools” prepared specifically for each student for whom the AGENCY intends to provide services.
3. The Community Support Services to be delivered at school have been determined necessary by an interdisciplinary Child and Family Team in accordance with any procedures and/or regulations previously or in the future set forth by The Durham Center including consents for release of information among Durham Public Schools, The Durham Center and the AGENCY.
4. Appropriate school system staff and CSS agency staff participate in Child and Family Teams prior to CSW services being delivered and as a part of ongoing monitoring of services. The Child and Family Teams shall specify the children’s treatment needs, the AGENCY contact information, the Community Support Specialist/Therapist contact information, and the number of hours the child will be served. All school based services provided will be consistent with strategies used in the student’s program of services specified in the DPS IEP or 504 Plan if applicable. Behavioral interventions shall be

student specific and determined by the Child and Family Team and incorporated in a written plan to be shared with the Durham Public Schools. Evaluation procedures for determining the effectiveness of the intervention strategies are a requirement and will be negotiated at the initial planning meeting.

5. The AGENCY provides the school with written information regarding the role of the CSW provider with assigned student, name of provider agency, supervisor, contact information, approved number of service hours, initial date of service, step-down plan, and projected date of service discontinuation.
6. The AGENCY will notify the school of any step down in hours of service or discontinuation of CSW service as soon as this determination has been made by the Child and Family Team Team, but not less than one week prior to the change in service. The AGENCY will adjust step down plans according to a student's behavioral response to change in services. If behavior deteriorates, the step down plan will be adjusted accordingly.
7. Durham Public Schools bears no responsibility for any injury whatsoever to the CSS worker in the course of carrying out his/her assigned duties. Liability insurance is provided by the AGENCY and the AGENCY bears sole responsibility and liability for any injury and/or accident suffered by the CSW worker in the course of providing services on Durham Public Schools property, in any Durham Public Schools related setting, or while participating in school functions off Durham Public Schools property. In addition, the AGENCY indemnifies and holds harmless DPS for any injury, including but not limited to injury to students, DPS personnel, visitors, other third persons, or property whether owned by DPS or others, caused by the CSS worker while providing services pursuant to this Memorandum. The AGENCY agrees to provide a copy of its current applicable certificate(s) of insurance.
8. The AGENCY provides documentation that verifies accreditation, licensure, and inclusion in The Durham Center's authorized provider network. The AGENCY provides Durham Public Schools a copy of its code of conduct, personnel policies and procedures, basic training, application procedures for new employees, client's rights and confidentiality policies, grievance/disciplinary action procedures, and policy regarding harm, abuse, neglect, and exploitation.
9. The AGENCY provides evidence prior to delivering services that employees have been trained in de-escalation techniques, either through Non Violent Crisis Intervention, North Carolina Intervention or other sanctioned programs, and meets the minimum requirements of the AGENCY. The AGENCY also must provide written certification that the CSW worker has passed a criminal record/background check that meets the standards set by DPS or submits to a

DPS background check and must verify that the CSW worker is cleared medically in accordance to DPS protocol.

10. The AGENCY, when it is aware of such change, notifies Durham Public Schools of any temporary or permanent change in direct CSW personnel by calling the DSOC Representative at 560-3706 as soon as is possible prior to the change. The AGENCY, when additional CSW workers are available, will send a substitute worker for a CSW provider who is late or absent unexpectedly, and will notify the school principal of the change by calling the school as soon as possible on the day the substitute is assigned. Substitute personnel are subject to all policies and procedures designated in this Memorandum.

IN WITNESS THERE OF, Durham Public Schools Board of Education and

have executed this agreement on this the _____ day of _____ 2008(09) for the remainder of the 2007-08 school year.

DURHAM PUBLIC SCHOOLS

By _____
Dr. Carl E. Harris, Superintendent
Durham Public Schools
Date

By _____
Ms. Minnie Forte-Brown, Chairperson
Durham Public Schools Board of Education
Date

By _____
Dr. Terri Mazingo, Associate Superintendent
Durham Public Schools
Date

By _____
Executive Director
_____ Agency
Date

By _____
Clinical Director
_____ Agency
Date