

**MEMORANDUM OF AGREEMENT
BETWEEN
EDUQUEST (QUEST COUNSELING)
AND
MINIDOKA COUNTY SCHOOLS**

“Expanded School Based Mental Health Initiative”

This Memorandum of Agreement (“Agreement”) dated the ___ day of _____, 20___, between EDUQUEST (QUEST COUNSELING), and MINIDOKA County Board of Education, on behalf of MINIDOKA County School District, herein referred to as MCSD. EDUQUEST and MCSD, are herein collectively referred to as the “Parties”.

WHEREAS, the school district is located in a rural area that faces significant limitations for mental health services, the goal of both Parties is to improve the mental health of students, while identifying ways to improve service delivery; and

WHEREAS, the following ten schools have been identified in need of mental health services: (1) Heyburn Elementary, (2) Paul Elementary, (3) Rupert Elementary, (4) Acequia Elementary, (5) Total Learning Center (TLC), (6) Mt Harrison Jr High School, 7) Mt Harrison High School, (8) West Minico Jr High School, (9) East Minico Jr High School, and (10) Minico High School;

NOW THEREFORE, the Parties to this Agreement shall agree as follows:

1. PURPOSE

The Parties desire to promote effective mental health intervention services for eligible students to reduce barriers to learning and enhance school success. This Agreement provides for mental health evaluations, individual student therapy, and family therapy (where indicated) for eligible students and their families. This Agreement provides improved access to mental health care for students within the MCSD.

2. SCOPE

The MCSD Superintendent of Schools or designee shall provide oversight and facilitation of access to appropriate person, school-based resources, and general supervision over the MCSD facilities used under this Agreement.

The MCSD hereby grants EDUQUEST (Quest Counseling) authority to provide general services under this Agreement at the MCSD facilities as stated herein and further described in Provision 3, Provision 4 and Attachment A, which is herein incorporated by reference.

EDUQUEST (QUEST COUNSELING) will ensure clinical oversight and general supervision of its personnel under this Agreement, including any interns that may be assigned to provide services and assistance under this Agreement. For all eligible students, EDUQUEST (Quest Counseling) will access Medicaid for reimbursable services. They may also access private insurance if applicable.

MCSD will provide oversight to the designated school services and will coordinate with EDUQUEST (Quest Counseling) about responsibilities as a school partner.

MCSD will provide oversight and reimbursement for services provided for those students who are identified by MSCD who are uninsured or otherwise unable to pay for services.

3. DUTIES AND RESPONSIBILITIES

A. EDUQUEST (Quest Counseling) will:

1. Provide clinical staff per conditions outlined in this agreement to help meet the mental health counseling needs in an MCSD facility.
2. Provide clinical oversight and supervision of EDUQUEST (Quest Counseling) staff members.
3. Ensure that EDUQUEST (Quest Counseling) staff members are academically qualified and possess the appropriate credentials and background checks to provide mental health evaluations, clinical treatments, and training to members of the school staff and the families of students.
4. Secure all necessary fingerprint background checks for its employees and interns who will work under this Agreement. In accordance with MCSD policy, interns and employees who will be working with students during school hours are required to be fingerprinted and complete a full background check before performing duties. Fingerprint background checks must be conducted through Idaho State Police, and the Department of Health and Welfare Fingerprint Office. Completion of this requirement is evidenced when EDUQUEST (Quest Counseling) submits the following documents to the MCSD District Office:
 - a. List of all employees/interns who work under this MOA; and
 - b. List of dates when fingerprint cards and documents for individual background checks were submitted to the MCSD Business Office for processing.
5. Cause all required background clearances to be completed prior to commencement of services under this Agreement.
6. Immediately terminate and individual or prohibit them from working with students in any capacity with or through MCSD if the background check shows that the individual has been convicted of a felony crime enumerated in Section 33-1208(1) (f), (g), and (k), and 33-1208(2), Idaho Code. Even if EduQuest (Quest Counseling) does not immediately terminate the individual, if the individual has been convicted of any of the above enumerated crimes, the individual shall be immediately prohibited from working with students in any capacity with or through MCSD until the MCSD Board of Trustees can consider whether or not the Board believes that the individual shall be permitted to work with the MCSD students.
7. Inform the MCSD of any disqualifying events that may occur with their personnel. Specifically, disqualifying events which preclude a person from working at the MCSD facilities include any person with history of violent behavior, theft, domestic violence, abuse or indecent exposure/behavior on their record. A signed statement identifying the affected employee, will be provided to MCSD.
8. EDUQUEST (Quest Counseling) staff will:
 - a. Consult with teachers and other members of the MCSD staff on an as needed basis to provide advice on integrating Initiative-related intervention strategies into the regular classroom curriculum or routine, as determined by the school designee.
 - b. Provide the appropriate professional supplies and equipment required by EDUQUEST (Quest Counseling) while providing services in schools. Such supplies may include clinic evaluation forms for treatment and interventions, therapeutic toys and games, clinical manuals and texts, and office and art supplies. Property and materials furnished will remain the property of EDUQUEST (Quest Counseling). EDUQUEST (Quest Counseling) staff will be accountable for the property.

9. Train and ensure employees comply with MCSD rules and regulations, policies and policies of conduct while on MCSD premises.
10. Seek funding through Medicaid before accessing funding available MCSD for counseling services.
11. Submit invoices for supplemental funding on a monthly basis.

B. Minidoka County School District will:

1. Designate a contact person in each school to provide referral planning, referrals, communication, scheduling, and ongoing collaboration purposes (for example: school principal, counselor, etc.).
2. Inform the parents or legal guardians about mental health services that may potentially benefit their child when a student has been referred by school personnel. MCSD will obtain signed Informed Consent/ Release of Information with EduQuest (Quest Counseling) for consideration of services.
3. Provide EDUQUEST (Quest Counseling) clinicians with access to relevant school records for those students who are being served in this initiative. Processes shall adhere to applicable state law dealing with education, confidentiality, and rights of minors.
4. Provide adequate on-site office space, communication mail boxes, and access to computers for student records. Such resources will be used to assist EDUQUEST (Quest Counseling) clinicians to conduct appropriate evaluations and provide services to eligible students and their families.
5. Utilize MCSD Referral Form for the consultation, intake, screening, and recommendation for therapy services.
6. Coordinate district supplemental funding for mental health services with EDUQUEST (Quest Counseling). A budget of up to five thousand dollars (\$5,000) will be provided for the 2018-19 school year for approved therapeutic counseling services for students who do not have health insurance or do not have access to therapeutic services covered by their health insurance provider. Funds are subject to the continued availability of appropriated funds.
7. Provide a monthly reconciliation report to EduQuest (Quest Counseling) to track and balance authorizations, invoices, and budgets.
8. Reimburse services for MCSD students who do not have health insurance based upon the Idaho School Mental Health System Rate Sheet (Attachment B). The amount contributed by MCSD shall not exceed \$5000 unless otherwise authorized.

4. SERVICE GUIDELINES

- A. The referral guidelines under this Agreement shall be drafted by representatives of MCSD and EDUQUEST (Quest Counseling) and include evidence-based practices that may be utilized when an eligible student exhibits learning and/or emotional behavioral difficulties, which may have educational implications.
- B. All information regarding a student or family will be treated with confidentiality in accordance with The Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), and other applicable State and Federal confidentiality laws and regulations to ensure appropriate protection of everyone's rights.
- C. Insofar as services under this Agreement are consistent with the applicable laws and regulations described herein, the Parties agree to share communications related to the day-to-day operations that may adversely impact the well-being of the eligible student or the family members receiving services through the program. In addition, the MCSD

signatory or designee and EDUQUEST (Quest Counseling) signatory or designee shall meet at least monthly to address any issues and concerns related to the operation of services under this Agreement.

- D. Understand that under this Agreement no agent, employee of the MCSD shall, for any purpose, be deemed an agent, or employee of EDUQUEST (Quest Counseling) or be permitted to perform services of any kind on behalf of EDUQUEST (Quest Counseling).
- E. Understand that under this Agreement no agent, servant or employee of EDUQUEST (Quest Counseling) shall, for any purpose, be deemed an agent, servant, or employee of the MCSD or be permitted to perform services of any kind on behalf of the MCSD except as described herein.

All Parties to this Agreement concur with the level of support and the non-reimbursable resource commitments.

5. EFFECTIVE DATE, REVIEW, DISPUTES, and TERMINATION

- A. This Agreement shall be effective January 2, 2019 and will remain in effect until June 31st, 2019 unless cancelled by either party upon thirty (30) days written notice to the other Parties.
- B. Each party will evaluate this Agreement for effectiveness annually. This Agreement may be modified at any time by mutual agreement of the Parties. Modifications desired by either party are to be requested in writing at least 120 days in advance of the proposed effective date unless a lesser time is agreed upon by the Parties. Modification must be agreed upon by both Parties prior to being put into effect.
- C. Disputes or Disagreements shall be resolved at the lowest level possible. The MCSD facility staff and EduQuest (Quest Counseling) staff shall resolve any disagreements at the school level, including supervisors, if necessary. If unresolved, the Principal of the MCSD facility and the Director of EduQuest (Quest Counseling) staff shall resolve the issue. In the event resolution is not accomplished, the signatories to this agreement will resolve the dispute.
- D. If terminated, transition plans shall be developed for all eligible students affected by the termination. Upon termination, all equipment, materials and supplies remain the property of the party that provided them and are subject to the disposition instructions of that party.
- E. The MCSD shall be responsible for damages or injury caused by its agents, officers, and employees in the course of their employment to the extent that its liability for such damage or injury has been determined by a court or otherwise agreed to by the MCSD and the MCSD shall pay for such damages and injury to the extent permitted by law.
- F. EDUQUEST (Quest Counseling) shall be responsible for damages or injury caused by its agents, officers, and employees in the course of their employment in accordance with the Federal Tort Claims Act and EDUQUEST (Quest Counseling) shall pay for such damages and injury to the extent permitted by law.

6. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of IDAHO and Minidoka County. Additionally, as applicable, the Parties to this Agreement shall comply with the following laws:

- A. Rehabilitation Act of 1973, and appropriate IDAHO Administrative Rules

- B. Public Law 108-446, Individuals with Disabilities Education Improvement Act (IDEA)
- C. Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671-2680, as amended
- D. Family Education Rights and Privacy Act (FERPA), 34 C.F.R. Part 99

7. INDEMNIFICATION

Subject to all applicable laws limiting the liability of the Parties, each Party (each referred to herein as the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, employees and agents, from and against any and all claims damages, judgments, actions and causes of action, including but not limited to the costs, expenses and legal fees incurred in defending any and all claims, actions and lawsuits arising from the negligent acts or omissions of the officers, employees or agents of the Indemnifying Party in the execution of this Agreement. Written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees shall be given to the Indemnifying Party by the other Party within thirty (30) days of such Party's notice thereof. The indemnification provisions set forth in this section shall survive termination or expiration of this Agreement.

8. INSURANCE

EDUQUEST (Quest Counseling) will obtain and keep in force insurance in not less than the coverage amounts described herein for the duration of performance called for under this Agreement. EDUQUEST (Quest Counseling) must identify "Minidoka County Joint School District #331, Idaho" as an additionally insured on the policy and provide that the MCSD shall be notified by the insurer at least thirty (30) days prior to cancellation of, material changes in, any such coverage.

EDUQUEST (Quest Counseling) shall maintain the minimum levels of insurance either by way of self-insurance (per Local Government Idaho Tort Act) and/or Commercial Insurance:

Commercial General Liability Insurance to include off premises activities where applicable to these limits:

- \$1,000,000 bodily injury and property damage per occurrence;
- \$1,000,000 personal and advertising injury;
- \$1,000,000 products and completed operations, aggregate; and
- \$3,000,000 general aggregate, per project (applicable to this project)

Worker's Compensation Insurance covering the Contractor's employees as required by Idaho Law & employer's liability limits of not less than:

- \$100,000 per accident;
- \$100,000 per disease; and
- \$500,000 disease aggregate

Misc. Professional Liability Insurance covering the Contractor's employees with liability limits of not less than:

- \$1,000,000 per occurrence

Physical and Sexual Abuse Liability Insurance covering the Contractor's employees with liability limits of not less than:

- \$100,000 per individual / \$300,000 per occurrence

9. NOTICE AND POINT OF CONTACT (POC) INFORMATION

For Minidoka County Joint School District:

Dr. Kenneth Cox
Minidoka County School District
310 10th Street
Rupert, ID 83350
208-436-4727

For EDUQUEST (Quest Counseling):

Marlane Garner
EduQuest (Quest Counseling)
283 S. Riverview Heights
Rupert, Idaho 83350
208-530-0199

10. MISCELLANEOUS

This agreement shall be deemed personal to the Parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the MCSD. No partnership or joint venture is created by this agreement and no party shall represent itself as the agent or employee of any other party. This agreement incorporates the entire understanding of the Parties and supersedes all prior agreements or understandings, written or oral. This agreement may only be modified in a writing signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties duly signed this Agreement on the dates set forth below.

Board Chairman
Minidoka County Joint School District

Marlane Garner, Director
EduQuest LLC

Date:

Date:

Attachment A

Performance Measures

Pending referrals from the school, EDUQUEST (Quest Counseling) will maintain an active caseload of no more than 25-30 students per FTE clinician.

EDUQUEST (Quest Counseling) will work to increase awareness about the services they provide and mental health services in general.

EDUQUEST (Quest Counseling) will contact a student's parent/guardian to conduct an assessment for students within 7 days of receiving the referral.

EDUQUEST (Quest Counseling) will develop treatment plan goals for each admitted student.

EDUQUEST (Quest Counseling) will assess each student's progress toward goals and need for therapy every 6 months.

EDUQUEST (Quest Counseling) will submit timely and accurate data reports each month.

EDUQUEST (Quest Counseling) will ensure that all therapists are licensed clinicians. Utilization of graduate student interns in counseling and/or social work in the provision of clinical services is allowable in conjunction with the on-site licensed therapist.

EDUQUEST (Quest Counseling) will refer any students they are not able to serve back to the Resource Advocate (school counselor, principal) for follow-up services.

EDUQUEST (Quest Counseling) will actively participate in the development and implementation of a student's IEP, 503, or Strategic Plan as requested.