

Memorandum of Understanding Between Amberwing and Duluth School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Amberwing Birth to Age 6 Program and Duluth School District, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Amberwing and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools:

WHEREAS, Amberwing desires to do observations of their birth to age 6 clients, within Duluth school buildings, to be conducted by a mental health professional/psychologist in order to appropriately diagnose early childhood children.

Therefore, the Amberwing Birth to Age 6 Program and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of the Amberwing Birth to Age 6 Program and Duluth School District

It is understood that Amberwing and Duluth School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of the Amberwing Birth to Age 6 Program

Students served by Amberwing are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Amberwing will:

1. Meet with Duluth School District administrative staff to plan a system of conducting client observations within the individual school buildings.
2. Employ and be responsible for its psychologist conducting observations of their clients within Duluth School District
3. Maintain appropriate professional liability insurance
4. Accept referrals from school district staff within clinical competencies, ethical practices and reimbursement guidelines
5. Share student/client information with school staff as needed and with the consent of the student/legal guardian.
6. Obtain parental permission to complete mental health assessments/observations within the school setting.
7. Maintain and own mental health records of students served
8. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The Duluth School District shall not be responsible for the cost of services delivered by Amberwing.
9. Meet periodically with school administration, or designated staff, to review the working relationship in order to address any concerns and promote an active partnership.
10. Ensure that meetings/observations performed by the Amberwing Birth to 6 Program Psychologist do not conflict with necessary school scheduling such as, specialists and academic scheduling, without administrative permission and, do not disrupt the student's ability to perform appropriately in class.

11. Ensure that meetings or observations performed by the Amberwing Birth to 6 Program Psychologist do not interfere with students receiving federally mandated IEP services from Special Education staff.
12. Observe their early childhood (birth to age 6) clients in the school or classroom setting for the purpose of gathering information for their client's psychological evaluations/extended diagnostic assessments.
13. Provide the completed psychological evaluations/extended diagnostic assessments to the school when requested, and with legal guardian/parental consent, assist with qualifying students for early childhood special education services, when appropriate, and/or to increase the school's ability to support the student's complex mental health needs.
14. Work collaboratively with the School Psychologist and other special education staff when necessary and applicable, to ensure that psychological testing is not duplicated and that the Amberwing diagnostic assessments enhance the student's Special Education Evaluation.

Role of the Duluth School District

1. Meet with the Amberwing Birth to 6 Program Psychologist to plan a system of mental health service delivery.
2. Inform school staff of the Amberwing services available and work with the Amberwing staff to develop a system to identify and refer students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for services delivered by Amberwing.
3. Schools will allow the Amberwing Birth to 6 Program Psychologist to observe their clients in the classroom and other school settings for diagnostic purposes.
4. Meet periodically with the Amberwing administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of December 21, 2016 and will continue through December 21, 2017. This MOU will renew annually, unless either party provides written notice of non-renewal three (3) months before the annual termination date. This Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Amberwing and the Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Amberwing and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: _____ Date: _____
 James Garvey, Vice President Senior Hospital Operations, Essentia Health

Signed: *Douglas A. Hasler* Date: 7/18/17
 Doug Hasler, Executive Director of Business Services, ISD 709