

MEMORANDUM OF UNDERSTANDING (MOU)

BHCARE, INC.

and

DERBY PUBLIC SCHOOL DISTRICT

This is a Memorandum of Understanding (MOU) between Derby Public School District (“the District”), located at 35 Fifth Street Derby, CT 06418 and BHcare, Inc. (BHcare), 127 Washington Avenue, Third Floor West, North Haven, CT 06473.

PURPOSE OF MOU

The purpose of this MOU is to specify the roles, responsibilities, and agreements of the participating parties relating to the SAMHSA Youth and Family TREE Project (YFT), conducted by the Parent Child Resource Center (PCRC), a program of BHcare, with the cooperation of the District for school years for the 5-year grant period of 2021-2026 . YFT advances the prevention of alcohol and drug use among youth aged 12-18 by (i) an in-school screening program using Adolescent Screening, Brief Intervention, and Referral to Treatment (ASBIRT), an evidence-based practice designed to identify risky substance use among adolescents ages 12 to 18, and (ii) a treatment program consisting of a number of Motivational Enhancement Cognitive Behavioral Therapy (MET-CBT 5 and MET-CBT7, preferably also offered in-school, which engage those needing help in a voluntary program of treatment, support, recovery, and wraparound services. The purpose of the program is to identify and address substance use problems early, when they are relatively easier to correct, and to provide treatment and support to correct them. This program will serve students in grades 6 through 12.

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- a. District staff will inform parents/guardians of students in grades 6 through 12 and all of those students will be screened in-school unless specifically exempted by their parents/guardians. Screening results and follow-up recommendations will be shared with the student and parents/guardians if permission is obtained.
- b. BHcare and the District mutually agree to share case information, provided that proper consent is obtained for students served by both agencies. This includes BHcare staff participation in 504 and PPT meetings, with parental consent. The District will consider BHcare clinical recommendations regarding the development of any accommodations and/or behavior plans.
- c. BHcare and the District will collaborate to refer identified students for follow-up assessment and treatment.
- d. The District and BHcare agree to meet regularly to collaborate regarding identified students, including addressing challenges and monitoring treatment.
- e. The District will identify representatives or administrators to receive notice from BHcare regarding urgent issues; school social workers will be the best point of contact from the District schools to BHcare for client/student needs.
- f. District Administration and school social workers will work with BHcare to develop a schedule that balances the student’s educational needs and requirements with the student’s need for substance use treatment during the school day.
- g. District administration will arrange for treatment/support groups and individual/family sessions to be offered in-school whenever possible, consistent with school and student schedules,

parent/caregiver consent, and the number of students referred for follow-up (which may constrain in-school groups).

- h. When in-school treatment and support is not possible, students have the option of pursuing the same treatment and support options, as well as other treatment modalities, at BHcare's PCRC.
- i. District administration will provide private office space for use by BHcare/PCRC for individual and group sessions. Such space will be equipped with secure Wi-Fi access and other environmental and/or technology needs as agreed upon by both parties.

II. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

The parties agree to treat confidential client/student information shared in the context of implementing the roles and responsibilities under this MOU as confidential and will not share this information with other entities without the expressed permission of the parties to the MOU, unless otherwise required by law. The District and BHcare/PCRC further agree in connection with this MOU to comply with the federal Health Insurance Portability and Accountability Act (HIPAA) regarding the privacy of personal health information (PHI) and related state privacy laws.

III. COVID-19 PANDEMIC/DELIVERY OF SERVICES

The parties acknowledge the health and safety risks presented by the COVID-19 pandemic. In carrying out this MOU, the parties will follow federal and state laws and regulations, the safety protocols of the federal Centers for Disease Control and Prevention (CDC), the orders of the Connecticut Department of Public Health and other state agencies; and orders and directives of issued by Governor Ned Lamont. The parties further acknowledge that the services covered by this MOU are subject to change due to safety considerations and the changing circumstances of the COVID-19 pandemic.

IV. EFFECTIVE DATE AND SIGNATURE

This MOU is contingent on funding received from the Substance Abuse and Mental Health Services Administration (SAMHSA) awarded for the 2021 Enhancement and Expansion of Treatment and Recovery Services for Adolescents, Transitional Aged Youth, and their Families grant program, and shall be in effect from September 1, 2021 to August 29, 2026.

The District and BHcare indicate agreement with this MOU by their signatures.

For Derby Public School District:

For BHcare, Inc.:

Name
Title

Roberta J. Cook
President/CEO, BHcare, Inc.

Date _____

Date _____