

Memorandum of Agreement

Name: Peninsula Community Health Services (PCHS)

Address: 230 E. Marydale Avenue, Suite 2, Soldotna, Alaska 99669

Purpose of the Counseling Program:

The counseling program is collaboration between Peninsula Community Health Services and the Kenai Peninsula Borough School District (KPBSD) to provide counseling and support for children attending designated central peninsula area school's who require counseling and are eligible for third party reimbursement and/or self payment. Eligible children in district partner schools will benefit by having a mental health care coordinator assigned to the school by PCHS. These Care Coordinator's will function as an extension to the intervention team at each school. The Care Coordinator will be employees of PCHS and will be supervised by a PCHS supervisor.

The purpose of services is to help severely emotionally disturbed youth that attend designated schools in the central Kenai Peninsula area and their families to develop social, cognitive, communicative, and life skills. Services aim to improve success in school, maintain the youth in the least restrictive setting, and reduce risk for out-of-home or out of school placement. Eligible children are those who meet guidelines of Medicaid and the State of Alaska Division of Behavioral Health and have written parent/guardian permission of participation.

PCHS agree to:

- Employ Care Coordinator 's who will be co-supervised by a PCHS Clinical Team Leader and building administrator.
- Recruit and hire qualified mental health Care Coordinator's who will work in collaboration with building administrators in district partner schools as the need arises.
- 3. Provide all salary and benefits negotiated between Peninsula Community Health Services and the employees.
- 4. Provide the following services:
 - Consult with family members, teachers, and members of the community.
 - b. Conduct individual, group, and family skill development/counseling at school or at home.
 - Provide interventions to address behavior problems in school or community settings.
 - d. Provide family support services and case management.

- e. Provide prevention education through classroom presentations and life skills training.
- f. Provide information, referral, and networking with the community agencies to obtain services not available in the school setting.
- Assume responsibility and accountability for fiscal management and project billing.
- 6. Provide training for employees.
- 7. The PCHS Director will develop a consultative and supportive relationship with PCHS personnel working in district partner school and will work with building administrators to ensure that open communication and cooperative collaboration exists between PCHS and KPBSD.
- 8. Counseling and therapeutic services will not be provided without full communication and written permission from parents or guardians.
- 9. Reimburse the district for summer janitorial costs.
- 10. Provide worker's compensation insurance coverage for its employees, comply with all federal, state, and local legal requirements of employees, and be responsible for all other employer obligations.
- 11. All PCHS employees must go through a background check from the State of Alaska, Background Check Unit program prior to starting employment here. This background is continually monitored by the State of AK, so should anything come up at any time, PCHS HR is notified and made aware of any issues.
- 12. During the term of this agreement, PCHS shall maintain the following insurance which shall be primary and exclusive of any other insurance carried by the school district.
 - a. Comprehensive general liability insurance in the minimum amount of \$1,000,000. combined single limit bodily injury and property damage per occurrence. The school district shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.
 - b. Professional Liability insurance in the minimum amount of \$500,000. combined single limit per occurrence. The general aggregate limit shall be \$500,000. The professional liability insurance shall be maintained in effect throughout the term of this agreement and shall cover all claims arising from professional negligence committed in the course of PCHS's performance or nonperformance of this agreement. If the professional liability insurance is written on a claim made form, the PCHS shall provide insurance for a period of two years after final payment of this agreement. Tail policy(s) shall evidence a retroactive coverage date no later than the beginning of this agreement. Except for claim arising from the sole acts or negligence of the school district, PCHS agrees to indemnify, defend, save and hold the school district harmless from any and all claims, lawsuit, or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of PCHS's performance or nonperformance of this agreement.

13. Provide an annual evaluation report to the superintendent of schools on the status of the school based program prior to May 1st of each year.

KPBSD agrees to:

1. Support the participation of fourteen (14) to seventeen (17) schools depending upon available funding. (Mt. View Elementary, Kenai Middle, Nikiski Mid-High, Nikiski Northstar Elementary, Kaleidoscope School, Soldotna Elementary, Redoubt Elementary, Kenai Alternative School, Skyview High School, Soldotna High School, Soldotna Middle School, Sterling Elementary, Tustumena Elementary, Kenai Central High School, K-Beach Elementary. Alternative Stages/Foundations/Frameworks Programs, and Ninilchik School.

2. Participate in hiring of Care Coordinator's.

- 3. Provide adequate office and meeting space for PCHS Care Coordinator's in each school site.
- 4. Provide communication with staff and community to support the counseling project.
- 5. Provide building space for use in the summer program.

Both parties will:

- 1. Share overall responsibility for coordination of program to ensure both school programs and counseling service objectives are met.
- 2. Meet regularly with administrative staff to monitor progress of the program and make needed changes.
- 3. Jointly advocate on behalf of the program to ensure long term funding and support from the State of Alaska.
- 4. Provide input for the annual evaluation process for school based Care Coordinator's.
- 5. Maintain confidentiality of individuals participating in the program.

NOTE: Either party may discontinue this agreement for any reason by providing onemonth's written notice to the other party. This agreement expires August 31, 2013.

Steve Atwater Superintendent

Kenai Peninsula Borough School District

Stan Steadman, Executive Director

Peninsula Community Health Services