

**MEMORANDUM OF UNDERSTANDING between the Homer Central School District
and Family Counseling Services of Cortland County**

This memorandum of understanding is entered into on this ____ day of August, 2013 by and between the Homer Central School District (the District) and Family Counseling Services of Cortland County (FCS).

The District and FCS agree to collaborate for the provision of mental health services for students who attend schools in the the District and are given parental permission to be treated.

FCS and the District agree to comply the following pertaining to mental health counseling.

Conditions:

1. The District will make available at no cost to FCS one private office with locked filing cabinet.
2. The District will provide a dedicated phone line, cost of utilities, access to a photocopier, desks and will provide maintenance and cleaning of designated program space as per OSHA standard at no cost to FCS.
3. The District will provide access to the mental health counselor on site to students enrolled in the program and will cooperate in the follow-up of mental health concerns and problems.
4. The District agrees to cooperate in assisting with the acquisition of results of educational testing, grades, OT/PT services and review of Special Education students. Necessary records release forms will be obtained from parents/guardians.
5. FCS mental health staff agree to make recommendations to the Committee on Special Education in regard to need for additional evaluation based upon the findings of requested evaluations performed by FCS staff of Special Education students. Necessary records release forms are obtained from the parent and discussion regarding such recommendations takes place with the parent.
6. The District will assist and cooperate with FCS in regard to distribution of enrollment packets and other necessary communication and information which needs to reach the student population and their families. In addition, FCS will utilize a consent form for services that meets the requirements of the New York State Office of Mental Health.
7. The District agrees to allow FCS to collect insurance information from parents/guardians of students enrolled in the program for the purposes of billing for services, and will allow FCS to coordinate facilitated enrollment of uninsured students when appropriate.
8. FCS will furnish adequate staff to address the mental health needs of students enrolled in the program. Staffing will consist of a licensed mental health practitioner. On-site services offered but may not be limited to:
 - a. Comprehensive mental health assessment and diagnosis of all students referred to the program;
 - b. Treatment of mental health conditions as diagnosed through individual and group counseling;
 - c. Follow-up of identified diagnoses;

- d. Off-site referral for additional evaluation/treatment/management of identified psychosocial concern
 - e. Mental Health education on an individual or group basis as needed.
9. FCS will assure access to continuity of care for enrollees during non-school hours and vacation periods as needed. In addition to instructing each enrolled student in how to access these services, the number for contacting these services shall be posted conspicuously outside the counseling office.
 10. FCS understands and recognizes that the ultimate responsibility for the mental health of the district's students is with the parent or legal guardian for students under 18 years of age or otherwise unable to consent.
 11. The District recognizes that FCS will abide by the minimum use rule in sharing HIPPA protected information with District personnel.
 12. FCS will indemnify and hold the District harmless for claims, damages or costs arising out of services provided by its staff or its subcontractors under this program.
 13. The District will indemnify and hold FCS harmless for claims, damages or costs origins out of services provided by FCS staff or its subcontractors under this program.
 14. Both FCS and the District administration and staff agree to participate in mental health meetings as needed to ensure the goal of attaining wellness and assist in the development of programs and resources based on the mental health related needs of the enrolled students.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality, and/or the provisions of the rest of this Agreement.

Either party may terminate this entire Agreement by providing the other party with sixty (60) days prior written notice. Any notice of termination or proposed action relative to the terms of this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested to the attention of the document signatories.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding the day and year first written above.

 Superintendent Signature Date

 FCS Executive Director Date