



Dayton Independent Schools
Memorandum of Understanding: Behavioral Health Services

The Collaborative Service Agreement between the staff of Dayton Independent Schools and Holly Hill Child and Family Solutions will have the following components:

1. Holly Hill Child and Family Solutions will provide behavioral health services including, but not limited to School Based Day Treatment.
2. Holly Hill will deliver a morning day treatment group (8:55am-10:55am) for qualified junior high students and an afternoon day treatment group (12:45pm-2:45pm) for qualified elementary school students. These services will start when Holly Hill hires a qualified mental health provider.
 - **Definition**- Daily therapeutic intervention specifically targeted to students who qualify for a higher level of care.
 - **Site** – Classroom in Dayton Independent Elementary School and Dayton Independent Middle School.
 - **Program objectives**- Provide ongoing assessment and treatment to students enrolled in the school based day treatment program to increase their overall functioning and decrease problems. Provide at risk students and their families with support to improve school functioning, family engagement, and overall student outcomes.
 - **Program components**- Diagnostic Assessment, Individual Treatment Plan, individual and group therapy, Monthly treatment review, Family meetings, and crisis support. Children are offered group activities where children engage with peers and the counselor on such topics as safety rules, healthy boundaries, body control, taking turns, expressing feelings and more.
 - **Staffing**-Holly Hill Child and Family Solutions will provide one qualified mental health provider for the class. Class will not exceed eight students. Dayton Independent Schools will identify one staff to support the therapist per classroom and be present during groups.
 - **Frequency & Duration**-
 - **Dayton Middle/High**: Holly Hill will provide two hour groups per school day, coordinate and lead the monthly team meetings, support school staff and aid in crisis support and de-escalation when available.
 - **Lincoln Elementary**: Holly Hill will provide two hour groups on the following school days: Monday, Tuesday, Thursday and Friday, coordinate and lead the monthly team meetings, support school staff and aid in crisis support and de-escalation when available.
 - **Rate**- Cost to be billed to Medicaid. Dayton Independent Schools to provide reimbursement for students without Medicaid.
 - Diagnostic Assessment/Treatment Plan*: \$75.00
 - Day Treatment groups* (2 hours, per child, per day): \$130.00
 - Individual and family sessions*: \$75.00 per hour
 - Targeted Case Management*: \$334.00 four contacts every 30 days
4. Holly Hill will provide qualified professionals that meet the requirements of the state licensing board.
5. Holly Hill will insure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental health professionals.



6. Holly Hill will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance Holly Hill agrees that he/she will be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim or expense incurred by Dayton Independent Schools based solely on negligence, errors, or omissions by Holly Hill related to the performance of services conducted by Holly Hill pursuant to this agreement.

7. Holly Hill will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc. as required by Dayton Independent Schools for outside providers working with students in Dayton Independent Schools. (REG 160.151)

8. Holly Hill will provide School Based Day Treatment, individual, group and family counseling and Targeted Case Management when needed for Dayton Independent Schools.

9. During the term of this agreement, Dayton Independent Schools agrees to:

- Provide a safe environment, confidential space, and reasonable accommodations to allow the provision of services during the school day and in the school buildings.
- Identify students and refer for necessary services.
- Comply with FERPA standards.
- Provide a district liaison for questions and concerns from providers.
- Hold monthly team meetings, including assigned Holly Hill Therapist, Holly Hill Supervisor and selected school personnel, to ensure ongoing communication and collaboration between parties.

10. Holly Hill will bill student's insurance for services provided. To sustain both groups, Holly Hill needs a minimum of 5 students enrolled in each group throughout the year. If enrollment is not met, Dayton Independent Schools will reimburse Holly Hill at the rate agreed upon within this contract.

11. Additional service agreements, changes or addendums can be added if further programming within the district is requested.

12. Dayton Independent Schools agrees to protect, defend, indemnify and hold Holly Hill Child and Family Solutions, its officers, employees, agents and trustees, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of Dayton Independent Schools, negligent or otherwise, and its employees, officers, agents, or independent contractors. Dayton Independent Schools agrees to pay all damages, costs and expenses of Holly Hill Child and Family Solutions, its officers, agents, employees and trustees in defending any action arising out of the aforementioned acts or omissions.

13. The terms of this agreement are valid for one school calendar year 2019 -2020. It is contingent on approval from the Dayton Independent Schools Board of Education.

14. All amendments to this Agreement shall be in writing and signed by both parties.

15. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations for any reason beyond its control, including without limitation, any act of natural disaster or of public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

16. This Agreement may be terminated by either party upon notice, in writing, at least thirty (30) days prior to the date of termination. The parties further agree that should the Agreement be terminated, all payments made by Holly Hill for services not provided shall be refunded to Holly Hill within 30 days.



Holly Hill
Child & Family Solutions

Jay Brewer, Superintendent

Date

Connie J. Freking, Executive Director

Date

Date approved by Dayton Independent Schools Board of Education: _____