MEMORANDUM OF UNDERSTANDING

FOR

CHFS 2nd Party Contract
For Community Response

THE COMMONWEALTH OF KENTUCKY

Issued by

The Cabinet for Health and Family Services
Office of Administrative Services
Division of Procurement and Grant Oversight

BETWEEN

The Cabinet for Health and Family Services
Division of Prevention and Community Well Being

AND

Allen County School District
Travis Hamby (Superintendent)
570 Oliver Street
Scottsville, KY 42164

MEMORANDUM OF UNDERSTANDING
BETWEEN ALLEN CO. SCHOOLS AND
DEPARTMENT OF COMMUNITY BASED SERVICES (DCBS)

This Partnership Agreement is entered by the Department of Community Based Services-Division of Prevention and Community Well Being and Allen County School District. This agreement demonstrates a collaboration in which families are engaged through a Parent Engagement Meeting (PEM) to define barriers to attendance, identify strengths and needs, develop a plan of action, and strive to prevent the family from being unnecessarily involved in the child welfare system. Our goal is to prevent educational neglect through collaboration among agencies and with families. The primary goals of this Educational Neglect Prevention and Family Engagement Program will include:

a. Reduction of family involvement in the child welfare system.
b. Increasing student school attendance and increasing student success in the classroom; and
c. Earlier identification of risk factors and service provision to address those needs.

Department of Community Based Services (DCBS) agrees to:

1. Provide any program training needed for school staff. This will include program implementation and ongoing needs.
2. Provide needed documentation for program implementation and continuum
3. Provide ongoing technical assistance as needed and assist with problem solving to reduce barriers for families.
4. Assist with Data collection and Data entry into the DCBS database system.
5. Attend parent engagement meetings on a as need basis to help support facilitation and work through challenging barriers.

Allen County School District agrees to provide the following:

1. A meeting Facilitator, who will conduct the Parent Engagement Meetings, during which a diversion plan will be developed, and participants will leave with a signed copy of the plan.
2. Provide families with necessary referrals to assist with meeting their needs.
3. Conduct a 3-4-week follow-up with the parent/guardian, or any additional follow-up calls as needed
4. Collaborate with Division of Prevention Specialist personnel to analyze student attendance and determine success in reaching annual measurable outcomes.
5. Provide any additional assistance needed to partnering agencies.
6. Identify families for referral. The target families are those who are at risk of being referred to DCBS/CPS for educational neglect.
7. Notify Parents of needed Parent Engagement Meeting.
8. Schedule PEM meetings
9. Bring attendance profile to PEM Meetings.
10. Collaborate with DCBS Specialist to determine necessary measurable outcomes
11. Participate in training and routine site visits; to assess for additional training needs

II. Scope of Agreement

1. The parties agree to communicate and coordinate their respective activities and resources in ways that will be conducive to their final mutual goals.

2. The parties agree to respect the confidentiality requirements of programs operated by both parties.

III. Severability

If any part of this Agreement is found to null and void, or is otherwise stricken, the rest of this Agreement shall remain in force.

IV. Duration of Agreement and Procedures for Amending

1. The parties agree that the terms of this Agreement and it will take effect as of date of final signature and will stay in effect upon the same terms and conditions herein until 06/30/2027. Any party of the Agreement may request modifications of its terms. Ratification of the request by all the other parties in writing will constitute the modification in question.
2. Withdrawal of Agreement – Any party to this agreement may withdraw, by giving 30 days notice of its intent to withdraw as a party.
3. Termination Agreement – This Agreement will continue in effect as described in Section 1. Disputes – The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to this Agreement to discuss and resolve disputes.

V. Hold Harmless

Each party hereby agrees to indemnify, defend, and hold harmless all other parties identified in this MOU from and against any and all claims, demands damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to the MOU. In addition, all parties to this MOU agree to indemnify, defend, and hold harmless each other from and against all court costs and attorney fees arising out of or resulting from any acts or omission which arise from the performance of these obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS TERMS BY THEIR SIGNATURES BELOW:

_____ _____

Allen Co. Schools Date
Superintendent

DCBS Date

ORIGINAL AGREEMENT (2nd Party)

Approvals

This Memorandum of Understanding (MOU) is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

2nd Party Signature (CHFS):

_____ _____

Signature Title

_____ _____

Printed Name Date

Department's Approval:

_____ _____

Signature Title

_____ _____

Printed Name Date

Approved as to form and legality:

_____

General Counsel

Legal