

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAGELLAN BEHAVIORAL HEALTH, INC.
AND THE
SCHOOL BOARD OF CLAY COUNTY, FLORIDA

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of The School Board of Clay County, Florida (School District) and Magellan Behavioral Health, Inc. (Magellan) with respect to child and youth behavioral (CYB) program services provided by Magellan pursuant to its contract with the federal government to operate part of the Military & Family Life Counseling (MFLC) Program on behalf of the Department of Defense, No. D12PC00480 (the Contract).

- A. Magellan desires to provide non-medical counseling support to certain students, their parents/families and faculty and staff of schools they attend (CYB Services) and School District desires that Magellan provide the CYB Services; and
- B. The parties desire to enter into this MOU to set forth their mutual understanding with respect to the terms and conditions under which CYB Services will be provided.

The parties agree as follows:

1. Scope of Services

- a. CYB Services will consist of non-medical, short-term counseling and problem resolution support for issues amenable to short-term resolution (e.g., school adjustment issues, deployment and reunion adjustments, and parent-child communication) provided to students who (i) attend designated schools within the School District and (ii) have one or more parents who is an active duty member of the military or an activated member of the National Guard or Reserves.
- b. CYB Services may include any of the following, as appropriate:
 - Short-term, non-medical counseling for active duty military children/parents/families
 - Psycho-educational/supportive group activities for parents, , or students
 - Training presentations for teachers
 - Outreach to and psycho-educational presentations for military parents/families
 - Training and support meetings for active duty military parents/families addressing developmental and behavioral needs and milestones and the impact of deployment/reintegration on qualified children
 - Support to parents, and students for on-going management of personal issues
 - Support to teachers in managing the stress of their qualified students
 - Support to individual students with academic challenges or adjustment problems
 - Consultation to teachers regarding improving child and youth social interactions, behavior and other student needs
 - Interaction with qualified students/families during deployment and re-deployment transition and re-integration
 - Problem solving with teachers and staff about how to engage/intervene with children displaying behavioral difficulties including bullying and self-esteem

The parties may from time-to-time agree to the provision of other non-medical support services.

- c. CYB services do not include:
 - Psychotherapy
 - Supervision of any child or group of children. The CYB counselor should not be counted in the student-teacher ratio.
 - Participation in any Special Needs Assessment Process (SNAP). The CYB counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.
- d. CYB Services are provided without charge to School District, the student, or the student's family.

2. Magellan Responsibilities

- a. Magellan will provide CYB Services to eligible faculty, staff, parents/families, and students referred by School District.
- b. Magellan will designate a supervisor to act as liaison with the School District to facilitate coordination of CYB Services with the School District.
- c. Magellan will ensure that each counselor assigned to School District to provide CYB Services (CYB counselor) will meet or exceed the qualifications required under the Contract, including without limitation:
 - Graduate degree in a recognized (licensed as an independent practitioner) in the mental health field
 - Valid, unrestricted counseling license
 - Experience working with children or youth
 - Successful processing of a criminal history background check and a FBI and FDLE fingerprint check as required by Florida Statute 1012.467 and in accordance with Magellan's established processes. The cost of this screening will be borne by Magellan.
 - Completion of all trainings required by the Department of Defense to be completed before providing CYB Services

3. School District Responsibilities

- a. School District will specify the dates and times of service delivery, to be agreed upon by Magellan and School District.
- b. School District will identify eligible faculty (dependents of active duty military personnel or family members of a member of a civilian expeditionary force), parents/families, and students who have provided parental consent and make referrals to Magellan for CYB Services.
- c. The School District will demonstrate its support for and promote awareness of CYB Services within the designated schools and their communities through communications to teachers, staff, and families.
- d. School District will designate a point of contact with Magellan, principals of the designated schools or their designees, and community contacts to support and coordinate the implementation of CYB.

4. CYB Counselor Responsibilities

- a. CYB counselors will ensure that parental consent is in place prior to conducting counseling with any child or youth.
- b. When providing CYB Services to one or more children or youth, CYB counselors will at all times remain in the line of sight of a child's parent, guardian, or School District personnel.

5. Compliance with Law and Policy

Magellan personnel will comply with all applicable federal and state laws and, at all times while on School District premises, School District policies and regulations. School District's sole remedy for any failure of Magellan or its CYB counselors to comply with any School District policy or regulation will be termination of this MOU.

6. Term and Termination

The term of this MOU shall commence as of the last dated signature below and shall continue through unless terminated earlier as described below. The term may be extended by written consent of the parties.

This MOU may be terminated at any time upon the mutual agreement of the parties; without cause upon five (5) business days prior written notice from either party to the other; or immediately upon Magellan's written notice to School District that funding or tasking for these services is discontinued by the federal government. Notice shall be given as follows:

To Magellan: Lee Tuveson, Contract Administrator, Magellan Behavioral Health, 14100 Magellan Plaza Drive, Maryland Heights MO 63043, 314-387-4673, wtuveson@magellanhealth.com

To School District: Donna Wethington, Student Services Supervisor, School District of Clay County, 23 South Green Street, Green Cove Springs, FL 32043, 904-529-4995, dlwethington@oneclay.net

7. Confidentiality

The parties agree that all information and records obtained in the course of providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. CYB counselors will not have access to student educational records and will not maintain records containing personally identifiable information learned in the course of providing CYB Services.

8. Indemnification

Magellan agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from, any injury to or death of any person to the extent caused by the negligent act or omission of Magellan, its officers, agents, and employees under this MOU.

School District agrees to defend, indemnify, and save free and harmless Magellan and its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against Magellan arising from any injury to or death of any person that occurs on School District property to the extent caused by the negligent act or omission of School District, its Board Members, employees, agents, officers and assigns. Nothing

contained in this indemnity agreement shall be interpreted to either waive the sovereign immunity of the School District as set forth in Florida Statute 768.28 or to expand the scope or increase the dollar amount of the limits of liability of the School Board beyond those which are set forth in Florida Statute 768.28.

9. Insurance

- a. Magellan will maintain insurance to protect Magellan and School District from claims for damages for personal injury, including death, and damage to property, which may arise from Magellan’s performance under this MOU. In particular, so long as this MOU remains in effect, Magellan will maintain in full force and effect the following insurance coverages:
 - Commercial general liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate.
 - Errors and omissions insurance with limits of liability of no less than Five Million Dollars (\$5,000,000) per claim and aggregate.
 - Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage on School District property.
 - Workers’ Compensation insurance in an amount required by applicable law covering each Magellan employee assigned to perform services under this MOU.
- b. School District acknowledges that Magellan may provide CYB Services through the use of counselors contracted by Magellan to perform such work as independent contractors. Magellan shall require each subcontractor CYB counselor assigned to School District to maintain the following insurance coverage:
 - Professional liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year must be provided whenever the policy is claims-made.

10. Non-discrimination

Magellan shall not unlawfully discriminate in the performance of any activities pursuant to this MOU on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

11. Financial Responsibility

School District shall have no financial liability for any of the services rendered by Magellan under the terms of this MOU, whether provided by a Magellan employee or subcontractor.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

MAGELLAN BEHAVIORAL HEALTH, INC.

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**



Lee Tuveson, Contract Administrator

Carol Y. Studdard, Chairman

Date: 7 Mar 14

Date: _____