

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on _____ (the "Effective Date"), by and between _____ and _____. This contract will be reviewed within one year of the effective date.

Special Considerations:

- The contract can be terminated by either party given a 30-day written notice.
- The student has a 30-day probationary enrollment at Positive Connections Plus' Recovery and Resiliency (R&R) Day Treatment Program as per the "Recovery and Resiliency Program Behavior Protocol".

Purpose

This MOU is entered upon for the following purposes:

1. To provide a safe and secure environment for the identified child.
2. To provide behavioral therapeutic interventions to the child to increase their coping skills regarding their clinically significant symptoms.
3. To increase the child's ability to be maintained in the mainstream classroom environment.
4. To create a collaborative relationship between the child, family, school district and its representatives, and service providers.

Responsibilities of the Parties

Kimberly School District (KSD):

1. The student will be enrolled in the Kimberly School District.
2. KSD will provide all necessary academic support and supplies to the child to ensure school work can be completed remotely.
3. KSD will provide transportation to and from Positive Connections Plus' Day Treatment Program, until transportation services can be established to transport the child from the Agency to home.
4. KSD will participate in all IEP matters, including progress monitoring, contact with the assigned SPED Case manager, etc.
5. KSD will maintain a collaborative relationship with Positive Connections Plus' Day Treatment staff to ensure continuity of care.
6. KSD representatives will attend Child and Family Team (CFT) meetings approximately every 90 days to review the progress of the child and their goals.

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Positive Connections Plus' Day Treatment:

1. Positive Connections Plus will ensure that all staff are adequately trained and acquire necessary certifications to provide Day Treatment services.
2. Day Treatment interventions will be provided to the child a minimum of 4 days per week (maximum of 5), with a minimum of 3 hours per day (maximum of 5).
3. Individual counseling will be provided to the child as part of Day Treatment services.
4. Targeted Care Coordination (TCC) services will be provided to ensure that the child and family can have access to community-based services.
5. Positive Connections Plus' R&R Representatives will participate in all necessary meetings for the child, such as IEP meetings.
6. The TCC will conduct Child and Family Team (CFT) meetings approximately every 90 days to review the progress of the child and their established goals, and goals will be adjusted accordingly.
7. Medicaid will be billed by Positive Connections Plus and used to offset the associated cost in lieu of tuition.

Liability:

Both parties shall maintain professional liability insurance covering the acts and omissions of its employed personnel providing Services under this Agreement.

Both parties agree to indemnify and hold harmless each other from any and all claims, liabilities, damages, losses, demands, costs caused by the other party, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or connection with performance of services pursuant to this agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromises settlement made, plus court costs and interest.

Positive Connections Plus Representative

Date

School District Representative

Date