

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 19, 2006

TO: **BOARD OF EDUCATION**

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: **MEMORANDUM OF UNDERSTANDING FY 2007 – BCPS AND
BALTIMORE COUNTY DEPARTMENT OF SOCIAL SERVICES**

ORIGINATOR: H.B. Lantz, Assistant Superintendent, Science, Technology, Engineering, and Mathematics

RESOURCE PERSON(S): Dale R. Rauenzahn, Executive Director, Student Support Services
Debbie Somerville, Coordinator, Health Services

RECOMMENDATION

This document is submitted for Board approval and signature. It formalizes the agreement between our Baltimore County Public Schools and the Department of Social Services in providing clinical social workers in six schools as part of a mental health partnership. Since 2000, this partnership, which operates in six schools in the Chesapeake High and Lansdowne High clusters, has provided mental health and social services to students as part of the school-based health services program.

Appendix I: Memorandum of Understanding FY 2007 – BCPS and Baltimore County Department of Social Services

MEMORANDUM OF UNDERSTANDING – FY 2007

Between the BALTIMORE COUNTY DEPARTMENT OF SOCIAL SERVICES and the BOARD OF EDUCATION OF BALTIMORE COUNTY

for the provision of the following

This Memorandum of Understanding (hereafter called the MOU) is effective July 1, 2006 through June 30, 2007, by and between the Baltimore County Public Schools and the Board of Education of Baltimore County on behalf of the Baltimore County Public Schools (hereafter called BCPS) and Baltimore County Department of Social Services (hereafter called BCDSS).

I. BACKGROUND

Whereas the BCDSS and BCPS desire to work in partnership to remove health and social barriers to student achievement by providing enhanced health and social services; and,

Whereas the BCDSS received grant funding from the state of Maryland for school-based mental health services in six (6) Baltimore County schools; and,

Whereas BCPS has chosen the BCDSS as its designated subcontractor to provide enhanced health and social services at the schools;

Now therefore it is agreed that the BCPS contract identified with BCDSS for \$50,000 to implement the project described in Section II of the MOU, Program Services to be Provided.

II. PROGRAM SERVICES to be PROVIDED

Subject to the continuing availability of funding, the BCPS shall pay BCDSS to provide school based health and social services to identified schools.

These services shall be provided in accordance with the terms and conditions of the MOU and the following appendices, which hereby are incorporated as a part of this MOU:

1. Appendix One: Budget Notice
2. Appendix Two: Program Evaluation Plan

III. GENERAL PROVISIONS

A. Memorandum of Understanding Period

This MOU is effective July 1, 2006 through June 30, 2007, at which time the BCPS reserves the right to renew this MOU based on availability of funding.

B. Modifications and Amendments

Any and all modifications of the services and/or the cost of the services shall be approved by the Director of the BCDSS or her/his designee, and the Superintendent of BCPS or her/his designee.

C. Budget, Reimbursement and Financial Reporting Requirements

1. The BCPS will pay BCDSS a total amount not to exceed \$50,000 during the initial term of this agreement for eligible expenses incurred in the performance of responsibilities under this MOU.
2. The attached budget set forth in Appendix One represents final approved expenses for the project and governs expenditures accordingly.
3. Budget modifications may be made only if the proposed modifications do not increase the total funding under this award, change the scope of the project as outlined, and are approved in writing. BCDSS must submit a written

request at least thirty (30) days prior to the implementation of the modification for approval. Requests shall be submitted to:

Program Manager – School-Based Health Services
BCPS
9610 Pulaski Park Drive, Suite 219
Baltimore, MD 21220

4. All funds related to this project must be obligated prior to June 30, 2007, and must be liquidated within ninety (90) days thereafter.

D. Accounting System

1. BCDSS shall maintain systematic accounting of the receipt and disbursement of funds incurred using Generally Accepted Accounting Principles (GAAP). BCDSS shall retain all books, records, and other documents relevant to this MOU for a minimum of five (5) years after the conclusion of the service period.
2. BCDSS shall establish and maintain payroll records for all employees supported through BCPS funding. BCDSS, in establishing and allocating salary and wages for employees, shall support these charges with a consistent, supportable, and auditable system for monitoring personnel. BCDSS shall maintain within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, workmen's compensation and other fringe benefits.
3. The BCPS may audit or have audited the books and records of BCDSS insofar as they relate to the disposition of the funds granted. BCPS shall provide all necessary assistance in connection with the audit.
4. If a financial audit is initiated prior to the expiration of the five (5) year period, and extends beyond the period, all documents shall be maintained until the audit is complete.
5. If BCDSS should cease to exist, custody of all financial records related to this MOU shall be transferred to BCPS.

E. Record Requirements

1. BCDSS shall retain all records and other documents relevant to this MOU for a period of no less than five (5) years, at its cost.
2. Any individuals duly authorized by the BCPS shall have full access to, and right to examine, any of said material during said period.
3. If BCDSS should cease to exist, custody of all records related to this MOU shall be transferred to BCPS.

F. Professional Qualifications and Hiring Practices

1. BCDSS shall assure BCPS, through written verification, that all professional personnel providing services under this MOU have the required qualifications and licensure pursuant to Maryland law.
2. BCDSS shall conduct and document a state and federal fingerprint supported criminal background check, through the Maryland Department of Safety and Corrections using CJIS, for all employees funded under this grant who may have direct contact with individuals receiving services. A copy of these reports will be sent to BCPS, Office of Health Services.
3. BCDSS shall make every effort to hire staff who have relevant experience teaching, tutoring, mentoring, or providing similar instructional services and support to children having needs similar to the population being served.
4. BCDSS shall, in all employment practices with respect to hiring, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or sexual orientation, comply with the laws governing these practices.
5. BCDSS shall identify by name all personnel funded in whole or in part by these funds. The Project Director must give written notification to the BCPS within fifteen (15) days of any changes in project personnel.

G. Program Reporting Requirements

1. BCDSS shall submit to the BCPS an *Annual Program Report* of 08/31. The final program report shall include all required outcome data.

H. Program Outcome and Evaluation Requirements

BCDSS agrees to participate in the quality assurance and program evaluation activities designated by BCPS. Program outcome targets are identified in Appendix Two, Program Evaluation Plan. The program evaluation plan is subject to change.

I. Program Monitoring

The delivery of service provided by BCDSS under this MOU shall be monitored by BCPS in accordance with the requirements that are outlined and/or referenced in this MOU. At any time during normal business hours, and as often as BCPS may deem necessary and upon reasonable notice, BCDSS shall make available to and permit inspection by the BCPS, its employees or agents, all records, information, and documentation of BCDSS related to the subject matter of this MOU. The delivery of service provided by BCDSS under this MOU shall be monitored by the BCPS. SBMH Advisory Committee, chaired by BCPS staff, will provide collaborative monitoring and oversight for the program.

J. Time is of the Essence

Time is of the essence with respect to performance of the terms and conditions of the MOU. BCDSS must provide services to youth and families in the identified school communities between the dates of July 1 and June 30.

K. Confidentiality

BCDSS shall comply with all federal regulations and state laws concerning privacy and confidentiality of juvenile and/or educational records, including statistical information gathered for research purposes, and the use or disclosure of information concerning recipients of services obtained in connection with the performance of the MOU shall be restricted to purposes directly connected with the administration of the program implemented by the MOU.

L. Media and Other Announcements

1. BCDSS shall furnish to BCPS a copy of all press releases, papers, manuscripts, and other information materials which it purchases/produces that are related to the project and supported by BCPS funding.
2. BCPS support must be noted in any press releases, brochures, materials or RFPs related to this grant.

M. Conflict of Interest

BCDSS represents and warrants that there exists no actual or potential conflict of interest between its performance under this MOU and its engagement or involvement in any other activities. In the event such conflict or potential conflict arises during the term of this MOU, or any extension thereof, BCDSS shall immediately advise BCPS thereof.

N. Assignment

BCDSS shall not assign this MOU, except in writing with prior written approval of BCPS. This MOU shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of the MOU.

O. Compliance with Laws

BCDSS hereby represents and warrants that:

1. It is a body corporate and politic, located in the state of Maryland.
2. It is not in arrears with respect to the payment of any monies due and owing to any local government, the State of Maryland, the United States of America, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits and that it shall not become so in arrears during the term of this MOU;
3. It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU; and,
4. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this MOU.

P. Material Breach

In providing all services pursuant to the MOU, BCDSS shall abide by all laws, policies, statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules and regulations, may constitute a material breach of this MOU and may entitle BCPS to terminate this MOU immediately upon delivery of written notice of termination to BCDSS.

Q. Suspension of Work

The BCPS may unilaterally order BCDSS in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as BCPS may determine to be appropriate.

R. Noncompliance

1. The BCPS and BCDSS shall work collaboratively to identify and resolve any and all problems that may arise. Once informal methods to correct the problem have been exhausted, BCPS shall formally document any violation of the MOU by sending a letter to BCPS that provides a description of the violation. The letter will notify BCDSS that an opportunity is provided to respond in writing to the formal notification within ten (10) business days, before further steps are taken by BCPS.
2. Following receipt of BCPS' letter, or ten (10) business days after the notification letter was mailed to BCDSS, BCPS shall determine whether the violation still exists. BCDSS is subject to the withholding of payment for delivery of services, or suspension of the MOU pending changes acceptable to the BCPS.
3. Once BCPS determines that a violation has been corrected, a letter shall be sent by BCPS notifying BCDSS that the violation has been remedied.
4. If the violation has not been remedied within the mandated time frame, then a formal notice in writing from the Executive Director of Student Support Services shall be sent by certified mail to BCDSS stating that payment is being withheld for delivery of services.
5. Student Support Services shall pay BCPS for budgeted expenditures by BCDSS made prior to the date of termination, but no other payment shall be made by BCPS. BCDSS shall return any and all unexpended funds within thirty (30) days of the termination date.

S. Funding

If BCPS shall learn that funding cannot be obtained or continued at a level sufficient to allow for the purchase of the services specified herein, this MOU may be terminated at the option of BCPS upon thirty (30) days advanced written notice. BCPS shall not be obligated to pay for services provided after this termination date.

T. Notice

Any notice required or permitted under this MOU shall be in writing and hand delivered to the following:

BCPS:

Joe Hairston, Superintendent
Baltimore County Public Schools

BCDSS:

Timothy Griffith, Director
Baltimore County Department of Social Services

U. Administration

All BCDSS questions relating to the administration and performance of this MOU shall be referred to the Executive Director of Student Support Services, or his designee, for determination.

BALTIMORE COUNTY PUBLIC SCHOOLS

BOARD OF EDUCATION OF BALTIMORE COUNTY:

Joe A. Hairston
Superintendent of Schools
Baltimore County Public Schools

Date

President
Board of Education of Baltimore County

Date

BALTIMORE COUNTY DEPARTMENT OF SOCIAL SERVICES

Timothy W. Griffith
Director
Baltimore County Department of Social Services

Date

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized Superintendent
and President of the Board of Education of Baltimore County)

OFFICE OF THE COUNTY ATTORNEY
*Approval of Legal Form and Sufficiency Does not Convey
Approval or Disapproval of the Substantive Nature of this
Transaction. Approval is Based Upon Typeset Document – All
Modifications Require Re-Approval.