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# Report to the North Carolina General Assembly

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## School Mental Health Crisis Response Plan *Session Law 2019-222/House Bill 75, Part IV*

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**Date Due: March 15, 2020**

DPI Chronological Schedule, 2019-2020

**Submitted by the North Carolina Department of Public Instruction** in conjunction with North Carolina Department of Public Safety/Division of Emergency Management and North Carolina Department of Health and Human Services.

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## Preface

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This report is the product of a collaborative effort between The North Carolina Department of Public Instruction; The Center for Safer Schools; The Department of Public Safety, Division of Emergency Management and The Department of Health and Human Services in response to Session Law 2019-222/HB 75 Part V School Mental Health Crisis Response Program. As directed in this legislation, this includes recommendations related to facilitating the temporary transfer of school mental health support personnel from one participating school administrative unit to a requesting school administrative unit during or after a crisis as follows:

- (1) A suggested protocol for receiving and relaying requests for additional, temporary school mental health support personnel.
- (2) Anticipated costs associated with the temporary transfer of school mental health support personnel during or after a crisis.
- (3) Descriptions of and data from any similar programs existing in other states.
- (4) Additional recommendations for improving the ability of local school administrative units to share school mental health support personnel, when necessary, and appropriate reporting metrics related to the recommended program.

## Executive Summary

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This report contains information regarding Part IV of Session Law 2019-222, House Bill 75 which specifically addresses a school mental health crisis response program. Section A of Part IV of the legislation defines terms to be used for the purpose of this report and proposed program. These terms include participating units, requesting units, school mental health support personnel, and crisis.

Section B is broken down into four parts as a reflection of the legislation. Part one identifies a suggested protocol for receiving and relaying requests for additional school mental health support personnel. This protocol included was adapted from the state protocol used with emergency management.

Part two provides an estimate of anticipated cost associated with the temporary transfer of such personnel. Scenarios are provided to better understand how cost might incur and to show how cost may vary per crisis incident. Additionally, the cost of sufficiently training school personnel to function as a unified team in the event of crisis response has also been included.

Descriptions of and data from similar programs in other states is part three, however, such information has not been able to be located.

In part four additional recommendations are made that would improve the ability for local school districts to share school mental health support personnel. These recommendations include information on a statewide mutual aid agreement, statewide PREPaRE training, effective roles and supports, designating contacts, workday documentation and payment, contractual considerations, and need for adequate service coverage

## Table of Contents

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|  |    |
|--|----|
| <b>Copy of Session Law 2019-222, House Bill 75, Part IV</b>                  | 1  |
| <b>Definitions</b>   | 2  |
| <b>Section 4.1.(b)(1) Suggested Protocol</b>                                 | 3  |
| <b>Section 4.1.(b)(2) Anticipated Costs</b>                                  | 6  |
| <b>Section 4.1.(b)(3) Programs in Other States</b>                           | 12 |
| <b>Section 4.1.(b)(4) Additional Recommendations</b>                         | 13 |
| <b>Reference Links</b>   | 16 |
| <b>Appendix</b>  | 17 |
| A. School Mental Health/Specialized Instructional Support Personnel Overview |    |
| B. NC Statewide Emergency Management Mutual Aid and Assistance Agreement     |    |
| C. Written Confirmation Protocol   |    |

## Copy of Session Law 2019-222, House Bill 75, Part IV

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### **PART IV. SCHOOL MENTAL HEALTH CRISIS RESPONSE PROGRAM**

#### **SECTION 4.1.(a)** For purposes of this section, the following definitions shall apply:

- (1) Participating unit. – A local school administrative unit that elects to transfer school mental health personnel to a requesting unit for a temporary period of time.
- (2) Requesting unit. – A local school administrative unit requesting additional school mental health support personnel for a temporary period of time.
- (3) School mental health support personnel. – School nurses, school counselors, school psychologists, and school social workers.

**SECTION 4.1.(b)** The Department of Public Instruction and the Center for Safer Schools, in consultation with the Department of Health and Human Services and the Department of Public Safety, Division of Emergency Management, shall develop a recommended program for facilitating the temporary transfer of school mental health support personnel from a participating unit to a requesting unit during or after a crisis. No later than March 15, 2020, the Department shall submit a report on the recommended program to the Joint Legislative Education Oversight Committee and the Joint Legislative Oversight Committee on Health and Human Services. The report shall outline the recommended program and include, at a minimum, the following information:

- (1) A suggested protocol for receiving and relaying requests for additional, temporary school mental health support personnel.
- (2) Anticipated costs associated with the temporary transfer of school mental health support personnel during or after a crisis.
- (3) Descriptions of and data from any similar programs existing in other states.
- (4) Additional recommendations for improving the ability of local school administrative units to share school mental health support personnel, when necessary, and appropriate reporting metrics related to the recommended program.

## **Definitions**

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For purposes of this document and the recommendations therein, the following definitions apply:

Participating unit. – A local school administrative unit that elects to transfer school mental health personnel to a requesting unit for a temporary period of time.

Requesting unit. – A local school administrative unit requesting additional school mental health support personnel for a temporary period of time.

School mental health support personnel. – School nurses, school counselors, school psychologists, and school social workers (a.k.a. specialized instructional support personnel (SISP))

Crisis. - A traumatic occurrence resulting from any natural or man-made accidental, intentional, military, or paramilitary cause that seriously disrupts coping abilities of students and school staff on a large-scale beyond the capacity of school mental health personnel employed within the school administrative unit.

## **Section 4.1.(b)(1) Suggested Protocol**

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**“(1) A suggested protocol for receiving and relaying requests for additional, temporary school mental health support personnel.”**

The suggested Protocol for receiving and relaying requests for additional, temporary school mental health support personnel (SMHSP) is one adapted from the NC Statewide Emergency Management Mutual Aid and Assistance Agreement (Appendix B).

### **Procedure for requesting assistance:**

Additional assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by requesting unit. When a district becomes affected by an emergency/crisis and deems its resources inadequate, it may request additional assistance.

The request shall be followed as soon as practicable by a written confirmation of that request describing requesting unit's projected needs in light of the emergency. The participating unit will then need to officially accept the assignment with a written response. The written confirmation protocol can be found in Appendix C. These written confirmations should be kept within local units involved.

### **Method for requesting additional assistance:**

Direct aid – Local districts may call another district directly to request additional school mental health support personnel. All coordination is done by the requesting and participating units. This method should be most common.

State-coordinated aid – Districts overwhelmed by a crisis may ask the NC Center for Safer Schools and NC DPI to coordinate its aid. Logistics are then coordinated with the support of Emergency Management, requesting units, and participating units.

Interstate mutual aid – Requests for out-of-state resources are coordinated through the Emergency Management Assistance Compact. Resources deployed through this system are considered state resources and are coordinated through NC Emergency Management. This is meant for our counties that sit on bordering state lines.

### **Supervision and management:**

Participating units shall designate one of its employees who is sent to render assistance to requesting units, as an incident manager. As soon as practicable, the requesting unit shall assign work tasks to the incident manager, and unless specifically instructed otherwise,

requesting unit shall have the responsibility for coordinating communications between units. Based upon such assignments from the requesting unit, the incident manager shall:

1. Have the authority to assign work and establish work schedules for SMHSP.
2. Retain direct supervision and control of SMHSP, equipment, and other resources.
3. Maintain daily personnel time records, and material records.
4. Report work progress to requesting unit at mutually agreed upon intervals.

**Length of time for assistance; renewability; recall:**

Unless otherwise provided, the duration of participating unit's assistance shall be for an initial agreed upon period, not to exceed seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of both units.

Participating unit's personnel, equipment, and other resources shall remain subject to recall to provide for its own citizens if circumstances so warrant. Participating unit shall make a good faith effort to provide at least twenty-four (24) hours advance notification to requesting unit of intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**Rights and privileges:**

Comparable to [G.S. 166A-19.60](#), whenever participating unit's employees are rendering assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within their usual geographical limits.

**Immunity:**

Comparable to [G.S. 166A-19.60](#), all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**Units mutually Agree to hold each other harmless from liability:**

To the extent allowed by applicable law, each unit agrees to protect, defend, indemnify, and hold the other unit, and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes

of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions.

To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**Contractual considerations:**

Individual school administrative units will need to review their school personnel contracts and update, as needed, to include provision for serving in other school administrative units as part of their duties with the employing school administrative unit. For example, the [North Carolina Psychology Practice Act](#) includes reference to school psychologists performing the duties and services that are part of their being regular salaried employees of a local board of education. To practice outside of the duties of their contract with the employing school administrative unit could be considered as subject to the limitations within this act which could limit them from practicing elsewhere if not already established within their contract to do so. Similarly, the [Licensed Professional Counselor Act](#) makes reference to school counselors practicing counseling within the "...scope of employment by a board of education..." Although the bulk of the content in these acts does not apply to those licensed to work as school mental health/specialized instructional support personnel for local boards of education, specific sentences within these acts are in reference to these school personnel.

## Section 4.1.(b)(2) Anticipated Costs

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### **“(2) Anticipated costs associated with the temporary transfer of school mental health support personnel during or after a crisis.”**

The following hypothetical scenarios are for the purposes of providing examples of what cost might be incurred in the sharing of school mental health support personnel (SMHSP). Because frequency and needs within a crisis response situation can vary considerably, costs to respond to such crises also have significant variance. Although it is expected that local administrative units would also be collaborating with community resource providers, costs and details related to potential community resource providers are not included since the purpose of this report is to review costs specific to the sharing of school personnel. Personal costs of the individual school personnel traveling from other districts has also not been included, such as childcare costs while they are away from home overnight.

Except for lodging, the North Carolina State per diem travel reimbursement rates have been used to calculate costs. The lodging rate has not been used because most hotels/motels do not honor the State lodging rate, thus excess lodging costs would need to be allowed. For examples in variation of hotel rates, please see the federal [FY 2020 Per Diem Rates for North Carolina](#).

Internal Revenue Service mileage rate as of January 1, 2020 is 57.5 cents per mile

#### State Per Diem

|           |           |
|-----------|-----------|
| Breakfast | \$ 8.60   |
| Lunch     | \$ 11.30  |
| Dinner    | \$ 19.50  |
| Lodging   | \$ 75.10* |

*\* note that the lodging rate was not used because most hotels/motels do not honor the State lodging rate*

#### **HYPOTHETICAL SCENARIO 1 -**

A middle school activity bus with students and staff was involved in a severe wreck returning from a field trip. The bus driver, school counselor, and four students did not survive the accident. Five more students have been hospitalized. In this small school district (District A), the school counselor involved in the accident was one of only 5 school counselors in the district. The district also employs 2 school social workers, 3 school nurses and does not have a school psychologist on staff. All of these SMHSP (aka specialized instructional support personnel) knew the school counselor involved, five of them having been somewhat close friends with the deceased school counselor. As a

result, most of these SMHSP did not feel emotionally able to adequately and appropriately support the mental health needs of distraught students and staff due to their own distressed emotional states.

There was a significant number of school personnel and students upset at the middle school where the school counselor and bus driver worked and the students involved in the wreck attended. Additionally, the elementary school that fed into this middle school had distraught staff and students, including siblings of those involved, as did the district's one high school where siblings of the students involved in the wreck attended.

One of District A's school counselors, one of their school social workers and two of their school nurses were able to help provide the grief and trauma counseling and support needs; however, the needs exceeded the capacity of these four SMHSP and this district (District A) to adequately address the emotional and mental health needs of their staff and students. As a result, District A reached out to a neighboring district (District B) for school mental health support. District B sent four school counselors and two school social workers to assist. District A felt their need was greater than this; however, District B could not send more and still have adequate coverage to serve their own students. Therefore, District A also reached out to neighboring District C who additionally sent 2 school counselors, 1 school social worker and 1 school psychologist. Most SMHSP were assigned to the middle school where the need was greatest. The ten (10) SMHSP from District B and District C were paired with District A's SMHSP as follows:

|                          | <b>District A</b>      | <b>District B</b>                             | <b>District C</b>      |
|--------------------------|------------------------|---|------------------------|
| <b>High School</b>       | 1 school nurse         | 1 school counselor                            | 1 school psychologist  |
| <b>Middle School</b>     | 1 school social worker | 2 school counselors & 2 school social workers | 2 school counselors    |
| <b>Elementary School</b> | 1 school counselor     | 1 school counselor                            | 1 school social worker |

Primary extra expenses incurred included the following:

| <b>Description of Costs</b>   | <b>Calculation (in rounded dollars)</b>                 | <b>Approximate Costs (rounded)</b> |
|---|---|------------------------------------|
| Mileage for 2 District B SMHSP for 3 days at the elementary and high school     | Mileage: 100 miles x 3 days x 2 personnel = 600 x .575  | \$345                              |
| Mileage for 3 District B and 2 District C SMHSP for 5 days at the middle school | Mileage: 100 miles x 5 days x 5 personnel = 2500 x .575 | \$1438                             |

|  |  |               |
|--|--|---------------|
| Mileage and 2 nights lodging for 1 District B and 2 District C SMHSP who lived too far away to be able to drive back and forth each day plus meals | Mileage: 150 miles x 2 days x 3 personnel = 900 x .575 = \$518;<br>Lodging: \$100 x 2 nights x 3 personnel = \$600;<br>Meals: x 4 days x 3 personnel = \$473 | \$1591        |
| Counseling support supplies, materials and snacks for SMHSP to be able to remain available   |  | \$1000        |
| <b>Estimated costs</b>   |  | <b>\$4374</b> |

### **HYPOTHETICAL SCENARIO 2 -**

A hostile intruder entered Doe High School with a gun, injuring numerous students and staff and fatally shooting the receptionist, one teacher, and six students.

Although this is a tragic, horrendous crisis, it is not one in which schools would typically need to reach out to bring in SMHSP from another district. Community emergency management would likely be involved. Classes would likely be cancelled for several days. When students and staff returned, there would be a higher concentration of district SMHSP at that particular school for a few days. The greatest need would be a third-party community mental health service provider for students with mental health trauma needs that exceeded the purview of school personnel.

In the event a few personnel were needed from another district, the cost incurred would be similar to those in Scenario 1 regarding mileage and other potential travel expenses.

### **HYPOTHETICAL SCENARIO 3 -**

A hurricane devastated two adjacent counties (District Y and District Z) with massive wind and flood damage. Seventy-two students in District Y and 38 students in District Z are deemed homeless per the McKinney-Vento Homeless Education Act. The students from one elementary school in District Y are being bused to two different schools because their school was too severely damaged to be able to return until repairs are made. The other schools that were damaged were able to be sufficiently cleaned and repaired for students to return two weeks later. Community service providers addressed the immediate needs;

however, as students and staff return to school, their emotional needs exceed the capacity of staff who are available. Some staff have not been able to immediately return to work due to their own hurricane losses of homes and possessions. In their state of recovery, Districts Y and Z reached out to the NC Department of Public Instruction (NCDPI) and the Center for Safer Schools to request assistance in securing additional temporary SMHSP.

The Center for Safer Schools reaches out to other area participating local school administrative units and secures the following:

*Sending:*      **District V**

**District W**

**District X**

*Receiving:*

|                   |  |  |
|-------------------|--|--|
| <b>District Y</b> | 1 school counselor,<br>1 school social worker,<br>1 school nurse | 2 school counselors,<br>2 school social workers,<br>1 school nurse |
|-------------------|--|--|

|                   |   |
|-------------------|---|
| <b>District Z</b> | 2 school counselors,<br>2 school social workers,<br>1 school psychologist |
|-------------------|---|

District Y has the most need, so the 8 SMHSP from District V and District W are assigned to assist District Y. The 5 SMHSP from District X are assigned to assist District Z. Hotels are full in Districts Y and Z, so transferred SMHSP who live too far away to drive in each day have to stay in hotels in neighboring counties. School SMHSP work in collaboration with mental health service providers from the Department of Health and Human Services (DHHS), spending much of their time not only counseling the emotional needs of students, but also referring students in most need to DHHS providers.

Although the need exceeds the days that SMHSP from other districts are needed in Districts Y and Z, SMHSP have to return to their own districts after the a week to address the delays in service provision to the students in their employing school district, including District V students returning to school after a break.

The SMHSP from District V were currently on a rotation schedule of not working, thus not drawing a salary from District V. Therefore, District Y will need to pay them for the days of which they worked (This would also be the case in the event such a crisis occurred while a deploying school district was out on summer or spring break.)

The costs included below are for expenses directly related to the transfer of SMHSP and does not include other expenses related to this crisis. Although not all SMHSP earn the same salaries, an average pay of \$300 per day is used for the purposes of calculating average costs. The actual salary costs would vary.

| <b>Description of Costs</b>  | <b>Calculation (in rounded dollars)</b>  | <b>Approximate Costs (rounded)</b> |
|--|--|------------------------------------|
| Mileage and 4 nights lodging plus meals for 3 District V and 3 District W SMHSP who lived too far away to be able to drive back and forth each day | Lodging: $145 \times 4$ nights $\times 6$ personnel = \$3480;<br>Mileage: 200 miles 2 days $\times 6$ personnel = \$1380, 75 miles 3 days $\times 6$ personnel = \$776<br>Meals: $\times 5$ days $\times 6$ personnel = \$1182 | \$6818                             |
| Mileage for 5 District X and 2 District W SMHSP  | 80 miles $\times 5$ days $\times 7$ personnel = 2800 $\times$ .575   | \$1610                             |
| Pay for 3 District V SMHSP   | 300 $\times 5$ days $\times 3$ personnel = $\times .575$   | \$4500                             |
| Counseling support supplies, materials and snacks for SMHSP to be able to remain available   |  | \$4000                             |
| <b>Estimated costs</b>   |  | <b>\$16,928</b>                    |

#### **Additional costs:**

For effective crisis response, responders must be adequately and consistently trained in types of crises, crisis response systems and procedures, and the unique mental health needs that can arise as the result of a crisis. Responding ineffectively can potentially exacerbate psychological trauma and even endanger those involved. As stated in the [NEA's School Crisis Response](#), the [NASP PREPaRE model](#), and many other school crisis resources, most school personnel are not aware of the basic principles of an incident command structure and do not know how to maintain an organizational focus during a crisis.

While SMHSP are generally trained in provision of mental health supports, training and experience varies widely, with little commonality across disciplines. Most have limited training in large scale crisis response. School personnel who are trained in crisis response are typically trained in the response protocol chosen by their individual employing school administrative unit which may not be the same as those in other school administrative units. For local school administrative units to share SMHSP, SMHSP and school administrators across the State need to receive uniform response protocol training in order to collaboratively respond to crises and work with uniform expectations across school administrative units.

The [PREPaRE](#) model is one of the most common, preferred evidence-based school safety and crisis preparedness and response training options for schools. Several North Carolina school districts who have been able to secure funding for training utilize the PREPaRE model. The two-day training cost is \$45 per person for materials, plus the cost of the trainer. Training groups are limited to 40 participants. PREPaRE trainers must have first completed the PREPaRE course as a participant and additionally attend training of trainers. Cost of becoming a trainer is not included in this estimate. Indirect costs such as potential training site rental, refreshments, etc. are also not included. This also does not account for the need to train new staff hired after the initial training.

| Staff Type  | Approximate Number | Materials Cost at \$45 per person | Number of Sessions Needed | Trainer Cost (2 per session)* | Total Cost         |
|---|--------------------|-----------------------------------|---------------------------|-------------------------------|--------------------|
| Specialized Instructional Support Personnel (current # of School Counselors, Nurses, Psychologists, Social Workers) | 7388               | \$332,460                         | 185                       | \$370,000                     | \$702,460          |
| School Administrators   | 7500               | \$337,500                         | 188                       | \$376,000                     | \$713,500          |
| <b>Total</b>  |                    |                                   |                           |                               | <b>\$1,415,960</b> |

\* Trainer fee estimate provided by a NC PREPaRE Instructor @ \$1000 per instructor.

## **Section 4.1.(b)(3) Programs in Other States**

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### **(3) Descriptions of and data from any similar programs existing in other states.**

Multiple means were utilized to seek information from other states regarding similar district sharing of school mental health/specialized instructional support personnel including contacting state-level colleagues and professional associations, researching other state websites, and utilization of professional blogs. Although having crisis prevention, intervention and response protocols within an individual school administrative unit and community was common, along with adequate and uniform training for school personnel, programs and protocols for sharing school mental health personnel from one school administrative unit to another was not able to be located.

## **Section 4.1.(b)(4) Additional Recommendations**

**(4) Additional recommendations for improving the ability of local school administrative units to share school mental health support personnel, when necessary, and appropriate reporting metrics related to the recommended program.**

### **Need for Mutual Aid Agreement:**

For school administrative units to effectively collaborate and share SMHSP, a state-wide mutual aid agreement for schools, comparable to the NC Department of Public Safety's Statewide Emergency Management Mutual Aid and Assistance Agreement, would be needed.

### **Reporting Metrics:**

A process would need to be established to not only document sharing of SMHSP at the local level, but also at the State level. As noted in Section 4.1.(b)(1) Suggested Protocol, the protocol for requesting and confirming sharing of SMHSP would need to include written confirmations. It would be advantageous to have an electronic means for documenting this, as well. NC Emergency Management utilizes WebEOC to assist with this process in other State emergency situations. It would be recommended that the State either add this sharing of SMHSP assistance to the WebEOC or develop a comparable system for maintaining requests, confirmations and utilization of SMHSP sharing.

### **Training:**

As mentioned in Section 4.1.(b)(2) Anticipated Costs, for local school administrative units to effectively share SMHSP, SMHSP and school administrators across the State would need to receive uniform response protocol training such as the [PREPaRE](#) model.

PREPaRE provides school-based mental health professionals and other educational professionals training on how to best fill the roles and responsibilities generated by their participation on school safety and crisis teams. PREPaRE is one of the first comprehensive nationally available training curriculums developed by school-based professionals with firsthand experience and formal training.

Specifically, the PREPaRE model emphasizes that, as members of a school safety and crisis team, school mental health professionals must be involved in the following specific hierarchical and sequential set of activities:

P—Prevent and PREPaRE for psychological trauma

R—Reaffirm physical health and perceptions of security and safety

E—Evaluate psychological trauma risk

P—Provide interventions

a—and

R—Respond to psychological needs

E—Examine the effectiveness of crisis prevention and intervention

This training is suggested and included in the cost analysis because it puts all units on the same level of expected response. Currently some districts have their own method and resource for crisis training and some rely solely on the educational preparedness of school mental health support personnel. Consistency in crisis response would benefit everyone involved from district leads to students impacted. (<https://www.nasponline.org>)

#### **Effective Roles and Supports:**

School mental health/specialized instructional support personnel are not intended to provide intense or long-term therapy. Per their training and professional standards, SMHSP provide prevention and early intervention services in order to teach students healthy coping skills and help to deter potential mental health concerns from escalating into a crisis state. In a crisis situation, SMHSP are expected to provide initial crisis response to help stabilize those impacted, provide short-term solution-focused counseling to those with such need, and identify and refer those with more extensive mental health therapeutic needs. Local private mental health providers and mental health providers contracted by the school district would likely also be needed in the event of a crisis.

SMHSP, in conjunction with parents and guardians, may also make referral to their Local Management Entity-Managed Care Organization (LME/MCO). LME/MCO's manage the care for Medicaid, uninsured, and underinsured beneficiaries who receive services for mental health, developmental disabilities or substance use disorders. There are currently seven LME-MCO's across the state of North Carolina that individually manage a network of providers of behavioral health services. Each LME/MCO maintains a toll free 24 hour a day -7 day a week crisis & access line. School personnel and community members may use these lines to make referrals for services at any time. More information regarding the seven LME/MCO's and counties they cover can be found at <https://www.ncdhhs.gov/providers/lme-mco-directory>. Additionally, it is important to keep in mind that many students will have private insurance in which case the insurance provider would need to be consulted to determine the types of behavioral health services that are available to the child and family.

#### **Designated Contacts:**

Each school administrative unit will need to designate a central office staff member to be the contact to coordinate in the event of crises response need for SMHSP.

### **WorkDay Documentation and Payment:**

The system utilized by school administrative units to document when school personnel utilize leave days will need to include an option for working elsewhere without deducting leave from the deployed SMHSP, especially on days in which the employing school administrative unit is not in session. A means will also need to be established for requesting school administrative units to pay salary to SMHSP who assist on days of which they are not being paid to serve the employing administrative unit such as during summer or calendar rotation breaks.

### **Contractual considerations:**

As mentioned in Section 4.1.(b)(1) Suggested Protocol, individual school administrative units will need to review their school personnel contracts and update, as appropriate, to include provision for serving in other school administrative units as part of their duties with the employing school administrative unit. For example, the [North Carolina Psychology Practice Act](#) includes reference to school psychologists performing the duties and services that are part of their being regular salaried employees of a local board of education. To practice outside of the duties of their contract with the employing school administrative unit could be considered as subject to the limitations within this act which could limit them from practicing elsewhere if not already established within their contract to do so. Similarly, the [Licensed Professional Counselor Act](#) makes reference to school counselors practicing counseling within the "...scope of employment by a board of education..." Although the bulk of the content in these acts does not apply to those licensed to work as school mental health/specialized instructional support personnel for local boards of education, specific sentences within these acts are in reference to these school personnel.

### **Need for Adequate Service Coverage:**

Most schools do not have adequate numbers of SMHSP employed. The days that SMHSP would be out serving another district leaves the schools they normally serve with inadequate coverage and services. Increased numbers of SMHSP would further strengthen the capacity for uninterrupted services, prevention services and crises response. For this reason, it is also not advisable to transfer SMHSP for more than a few days. Long-term mental health needs should be handled by community mental health service providers or mental health personnel contracted or employed in addition to SMHSP.

Additional related information on school mental health/specialized instructional support personnel can be found in the appendix of this report, A. Specialized Instructional Support Personnel Overview.

## REFERENCE LINKS

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Federal [FY 2020 Per Diem Rates for North Carolina](#)

[NEA's School Crisis Response](#)

North Carolina [Statewide Emergency Management](#)

North Carolina [§ 166A-19.60. Immunity and exemption](#)

North Carolina [Local Management Entity/Managed Care Organizations](#)

North Carolina [State Travel Policies and Regulations](#)

Practice Acts:

- [North Carolina Psychology Practice Act](#)
- [Licensed Professional Counselor Act](#)
- [Social Work Certification and Licensure Act](#)
- [Nursing Practice Act](#)

[PREPaRE model](#)

[Professional Standards for School Mental Health/Specialized Instructional Support Personnel](#)

## **APPENDIX**

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- A. School Mental Health/Specialized Instructional Support Personnel Overview
- B. NC Statewide Emergency Management Mutual Aid and Assistance Agreement
- C. Written Confirmation Protocol

## A. School Mental Health/Specialized Instructional Support Personnel (SISP) Overview

For additional information and examples the difference between SISP roles and of need for a collaborative continuum of services, see the panel of experts [audio of the 2.19.2020 meeting of the legislated NC Child Well-Being Transformation Council](#), primarily at hour and minute [3:12:00 – 3:23:00](#).

| NC Professional Discipline  | Minimum Preparation  | Licensure & Salary  | Roles  | Recommended Ratio | Approximate NC Ratio* |
|-----------------------------|--|---|--|-------------------|-----------------------|
| <b>School Counselors</b>    | Master's in School Counseling and <a href="#">ETS/Praxis 5421 Professional School Counselor Exam</a>               | Licensed by <a href="#">NCDPI/SBE</a><br><b>Salary:</b> On teachers' salary schedule at master's degree level | <p>Design and deliver school counseling programs that are comprehensive in scope, preventive in design and developmental in nature to improve a range of student learning and behavioral outcomes. These comprehensive counseling programs –</p> <ul style="list-style-type: none"> <li>• are based on data-informed decision making,</li> <li>• address academic, career and social-emotional development,</li> <li>• are to be delivered to all students systematically,</li> <li>• close achievement and opportunity gaps,</li> <li>• include developmentally appropriate guidance curriculum activities and individual and small group counseling focused on emotional intelligence, behaviors and removing barriers to learning, and</li> <li>• result in improved student achievement, attendance and discipline.</li> </ul> <p>Services are primarily focused on prevention and early intervention, but also include intensive support such as crisis intervention, suicide assessment, short-term counseling, and collaboration with and referral to community therapists or agency school-based mental health service providers.</p> <p>Roles are further defined in <a href="#">NCGS115C-316.1</a>.</p> <p><a href="#">Infographic</a></p> | 1:250             | 1:353                 |
| <b>School Psychologists</b> | Advanced degree in School Psychology and qualifying score on <a href="#">ETS/Praxis 5402 - School Psychologist</a> | Licensed by <a href="#">NCDPI/SBE</a><br><b>Salary - On School Psychologists' salary schedule</b>             | <p>Screen for academic, behavioral &amp; emotional barriers to learning; evaluate effectiveness of school-wide social and emotional programs; consult on effective discipline policies and practices; participate on crisis prevention and intervention teams; suicide risk/threat assessment; evidence-based mental and behavioral health programs; skills group counseling; assessment and interpretation of behavioral data to monitor response to interventions; development and monitoring of individual student behavior intervention plans; psychological assessment of social, emotional, and behavioral problems; direct therapeutic services to students in need; cognitive-behavioral therapy, behavior therapy, and dialectical behavior therapy; suicide intervention and</p>   | 1:500 – 700       | 1:1,798               |

|                              |   |   |  |  |                |
|------------------------------|---|---|--|--|----------------|
| <b>School Social Workers</b> | Bachelor's degree in Social Work with additional courses for School Social Work Licensure                         | <b>Licensed by <a href="#">NCDPI/SBE</a>.</b><br><b>Salary:</b> On teacher's salary schedule at Bachelor's level  | postvention; facilitate collaboration among school providers & community agencies/ outside mental health providers. Referral to community therapists or agency school-based mental health service providers.   | <b>1:250</b>   | <b>1:1,289</b> |
| <b>School Nurses</b>         | Registered Nurse with bachelor's degree in Nursing and Certification in School Nursing within three years of hire | <b>Licensed by <a href="#">NC Board of Nursing</a></b> for RN license. Certification by <a href="#">National Board for Certification of School Nurses</a><br><br><b>Salary:</b> Master's Teacher salary schedule when certified; Salary Grade 68 during grace period. | Screening & assessment for actual and potential health issues & risks, both mental & physical, including suicide risk & crisis assessment. Referral to appropriate care resources as indicated. Fosters communication/collaboration between family, student, provider and other school staff. Counsels/instructs students/staff on positive mental/physical health behaviors & skills. Development, implementation and revision of plans of care (Individual Healthcare Plans, Emergency Action Plans, contributes to 504 plans/IEPs) that include provider orders for related medical care. Goal directed care coordination for complex student health problems. Provision/delegation of direct care with ongoing oversight. Implementation of medication delivery system (staff instruction, monitoring, delivery). Communicable disease response & management. Manager of clinical health services at school level. | <b>1:750 or 1 per school</b><br><a href="#">NC Final Report to Joint Legislative Committee</a> | <b>1:1,013</b> |

\* Ratio calculated using traditional public school Month 3 Average Daily Membership numbers from the Department of Public Instruction

## B. NC Statewide Emergency Management Mutual Aid and Assistance Agreement



### NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION 2017

FOR THE

Select

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

## **SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

## **SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

**SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

**A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall set forth requests as follows:

**(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY:** Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

**(ii) REQUESTS MADE DIRECTLY TO PROVIDER:** Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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**(iii) RECORD OF REQUESTS TO BE PROVIDED:** A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

**B. REQUIRED INFORMATION:** Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

- 1. Stricken Area and Status:** A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
- 2. Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
- 3. Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
- 4. Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- 5. Provider's Traveling Employee Needs--**Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
- 6. Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
- 7. Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

**C. STATE AND FEDERAL ASSISTANCE:** Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

**SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

**SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

**A. Personnel**-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

**B. Equipment**-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

**C. Materials And Supplies**--Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

**D. Record Keeping**-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

**E. Payment; Other Miscellaneous Matters as to Reimbursements**-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

**F. Contracting** – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

**SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

**Addition of Other Entities**--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017**

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IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY**

BY:

Erik A. Hooks, Secretary  
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director  
Division of Emergency Management

Date:

BY: \_\_\_\_\_

Chief Executive Officer/Local Government

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Unit: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**APPROVED AS TO PROCEDURES:**

BY:

Office of General Counsel  
Department of Public Safety

Date:



## LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE

MAILING ADDRESS:

DATE:

### PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

### FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

### SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

## **C. Written Confirmation Protocol**

Where a request has been submitted for assistance, the participating unit shall respond to the requesting unit's written confirmation by signing and returning a copy of the response to requesting units by the most efficient practical means, with both units maintaining a copy for its file.

### **Requesting Unit Written Confirmation**

**REQUIRED INFORMATION:** Each request for assistance shall include the following information, in writing or by any other available means, to the extent known

1. Crisis Area and Status: A general description summarizing the condition of the School(s) or emergency area and of any damage/trauma sustained to date
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed
3. Aid and Assistance: The amount of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed
4. Meeting Time and Place: An estimated time and a specific place for participating units to meet the personnel and resources of requesting units.

### **Participating Unit Written Response**

**REQUIRED INFORMATION:** When contacted by the requesting unit, an authorized representative shall assess the district's own local situation in order to determine available personnel. If it is determined that personnel is available participating units shall complete a written acknowledgment in response to requesting units

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve requesting units
3. The estimated time when the assistance provided will arrive at the location designated by the Requesting unit; and
4. The name of the person(s) to be designated personnel supervisor while on site of requesting unit