

July 1, 2018



Phillip Watts
Breathitt County Board of Education
115 Jackson Hts.
Jackson, Ky. 41339

Letcher Co. Outpatient Clinic
3367 HWY 119 North
Mayking, KY 41837
(606) 633-4439
Fax (606) 633-9964

RE: Annual Agreement

Dear Mr. Watts

Enclosed for your review and signature, is an agreement between Kentucky River Community Care, Inc. and Breathitt County Board of Education, starting July 1, 2018 and ending on June 30, 2019. Please return a copy with authorized signature to Linda Morris at Kentucky River Community Care, P O Box 794, Jackson, Ky. 41339
Please contact me amber.maggard@krccnet.com if you have any questions or need additional information. Thank you for your cooperation and assistance.

Sincerely,



Amber Maggard
Director of Child & Family Services

/eb



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24-Hour Crisis & Information Line 800-262-7491
24-Hour Hearing Impaired Line 800-787-5043 (TTY)
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State of Kentucky

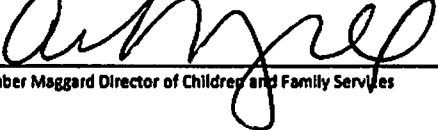
County of Breathitt

Subscribed and sworn before me on this _____ day of _____ 20____.

My Commission expires: _____

Notary Public Signature

Kentucky River Community Care, Inc.



Amber Maggard Director of Children and Family Services

Date: 7-24-18

State of Kentucky

County of Breathitt

Subscribed and sworn before me on this _____ day of _____ 2017.

My Commission expires: _____

Notary Public Signature

ARTICLE VI. STAFF DUE PROCESS

KRCC and Contractor shall work closely to ensure complaints, problems, concerns, or disputes are reviewed according to established procedures. Eligible complaints include working conditions, safety, unfair treatment, disciplinary actions, or any other form of alleged discrimination. Said procedures will include:

- (a) Concerns will first be addressed with immediate supervisor.
- (b) School Principal and Clinical Specialist will meet to discuss and resolve the concern.
- (c) If the Principal and Clinical Specialist cannot reach a resolution, the Clinical Specialist or Principal will submit a written summary of the meeting along with a request for the Clinical Director and Superintendent to meet for resolution.

ARTICLE VII. TERMINATION

7.1 This Agreement may be terminated by two methods;

- (a) Either party may terminate this Agreement for cause with a thirty day written notice to the other party. Written notice is to be delivered by U.S. mail to address identified in section 2.3 of said contract.
- (b) Either party may terminate the Agreement immediately to protect the health and safety of recipients, upon evidence of fraud or abuse.

ARTICLE VIII. OTHER PROVISIONS

- 8.1** The representations made in this memorialization of the Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing and signed by both parties.
- 8.2** If any provision of this Agreement is determined to be invalid for any reason, such validity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 8.3** Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.

ARTICLE IX. NON-DISCRIMINATION

- 9.1** The policy of Kentucky River Community Care, Inc. is to provide treatment regardless of race, religion, sex, age, ethnic background, handicap, or ability to pay.

EXECUTED:

Breathitt County School District

Phillip Watts

Date _____

(b) If circumstances prevent school from allowing practitioner to have individual space, Contractor agrees to identify other space that allows for clinician(s) to maintain the confidentiality of youth receiving services.

(c) KRCC staff shall have an assigned mailbox located within the school in order to receive school referrals and any necessary school information.

4.2 Contractor shall assist eligible youth in accessing clinical services in two (2) ways.

1. School staff who identify youth in need of clinical services shall complete a KRCC School-Based Services referral form and submit to KRCC Children's Clinician currently assigned to school. Referrals may be placed in a sealed envelope and placed in the designated KRCC staff mailbox.

(a) KRCC staff will work with school personnel to obtain parent/guardian permission prior to initiating clinical services.

(b) KRCC staff will inform designated school personnel about the number and type of services provided to youth, with appropriate release of information.

2. School staff who question whether or not a youth may be in need of services may contact the assigned school clinician to discuss the appropriateness of a KRCC School-Based Services referral.

4.3 KRCC assures that personnel who deliver the services listed in said contract are qualified to provide such services.

4.4 KRCC shall develop individual treatment plans for each youth receiving clinical services.

(a) KRCC shall ensure treatment plans are collaborative documents addressing classroom and other issues as indicated.

(b) KRCC shall provide treatment through individual, group, and collateral services.

(c) Therapeutic and psychiatric services shall be provided to identified youth, when indicated, either face-to face or via tele-health by providers as outlined in section 4.3 (a) of Contract.

(d) Case management services shall be provided to youth when indicated.

4.5 KRCC shall consult with school personnel regarding all youth receiving treatment (with appropriate release of information).

ARTICLE V. CONFIDENTIALITY AND INFORMATION SHARING

5.1 Maintenance of all Electronic Health Records resides with KRCC.

5.2 Contractor and KRCC agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), specifically the privacy provisions of that Act found at 45 C.F.R. Part 164.

KENTUCKY RIVER COMMUNITY CARE, INC. SCHOOL-BASED SERVICES

Based upon the following recitals, Kentucky River Community Care, Inc. (KRCC hereafter) and Breathitt County Board of Education, (Contractor hereafter) enter into this agreement.

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide quality therapeutic services to youth in school systems. This agreement will assist through a collaborative approach in ensuring identified youth receive, when indicated, both clinical and case management services. This agreement is not meant in any way to inhibit either organization in meeting respective goals; rather it is intended to foster a comprehensive approach in addressing the total needs of all youth involved.

ARTICLE II. THE PARTIES

2.1 KENTUCKY RIVER COMMUNITY CARE, INC.

(a) KRCC, the regional behavioral health care provider and planning authority for community-based services, is committed to developing and offering integrated systems of care to meet individual and community needs.

(b) KRCC is one of the Mental Health/Mental Retardation boards (also known as Community Mental Health Centers (CMHCs), CMHMRCs or Comprehensive Care Centers) which are private, non-profit organizations.

2.2 ADDRESSES

The parties agree their mailing addresses are as follows:

Kentucky River Community Care, Inc.
P.O. Box 794
Jackson, KY 41339
Attention: Amber Maggard

Breathitt County Board of Education
115 Jackson Hts.
Jackson, Ky. 41339
Attention: Phillip Watts

ARTICLE III. TERM

3.1 This agreement shall be effective upon the date of execution of the final signatory provided below.

3.2 Contractor shall not assign nor transfer any rights, duties, or obligations under this Agreement without KRCC's prior written consent except as otherwise provided in this Agreement.

ARTICLE IV. SCOPE OF WORK

4.1 GENERAL PROVISIONS

Contractor shall provide all KRCC clinical staff space to provide therapeutic services. Space shall be provided in one of the ways outlined below pursuant to said contract.

(a) Contractor shall have available office space in the school setting that is specific to the clinician who provides services at said school. Space shall be private and be phone and internet accessible.