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**Memorandum of Understanding**

**Between**

**Bluegrass Behavioral Health Group**

**And**

**Boone County Schools (KY)**

**For the Provision of School-based Counseling**

**BACKGROUND**

Bluegrass Behavioral Health Group (BBHG) is a growing multi-specialty group located in Boone County, KY, utilizing evidence-based practices to help individuals achieve socially significant outcomes. BBHG’s combination of counseling services as well as behavior analytic services has set it apart from the competition. BBHG currently supports families and individuals in Boone, Kenton, Campbell, and Grant counties. BBHG believes in active collaboration with community partners to help promote success and independence for its participants.

Boone County Schools has a history of providing its students with additional mental health services using a variety of area providers. Boone County Schools are committed to ensuring every student is college, career and life ready. This district takes great pride in their mission of Achieving Excellence Together. With a rich history of high achievements, quality teaching and efficient operations, Boone County Schools are helping to prepare today’s students for tomorrow’s world.

All activities undertaken in school-based mental health programs are intended to enhance the mental health status of students, thus supporting their academic achievement. This Memorandum of Understanding effectively supports the educational mission of Boone County Schools and Bluegrass’s mission.

**PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into, by and between Bluegrass Behavioral Health Group, hereinafter referred to as “BBHG,” and Boone County Public Schools, hereinafter referred to as “BCS.”

This MOU is to serve as the operating agreement between the parties for the purpose of providing and coordinating counseling and applied behavior analysis services to students through school-based programming.

The parties agree that this MOU is intended to ensure the parties’ agreement and common understanding of regulatory guidance and policies, so as to support coordination and integration efforts of BBHG and BCS leadership and school-based mental health and education professionals.

**PROGRAM PURPOSE**

The purpose of the BBHG school-based program is to:

1. Improve accessibility; provide opportunity to timely access to services and treatment.
2. Reduce problem behavior in the school and community settings via early identification and intervention.
3. Engage students and family members in much-needed mental health services offered by licensed clinical staff.
4. Promote coordinated treatment and services by collaborating with school professionals to improve student success.

**DEFINITION OF THERAPY SERVICES**

For the purposes of this MoU, behavior and therapy services (can) include:

1. Therapy Services (Mental Health, Social Skills, Substance Abuse, Autism, Performance Issues)
   1. Individual Therapy
   2. Group Therapy

**RESPONSIBILITIES**

**The mental health provider will:**

1. Ensure that licensed clinical staff providing services in schools has the necessary training and education for provision of services to the age of students served. The practice of psychotherapy shall be within the scope of practice of the clinician. Copies of clinical licenses shall be available upon request.

2. Maintain a distinction between school personnel and the therapists employed by the mental health provider.

3. Ensure that Communication of any confidential information between the BBHG and the school is done only with consent or as otherwise authorized in statute. Clinical records created by BBHG are the property of BBHG. Pupil records of students receiving services from BBHG are in the custody of the school.

4. Communications to families and students about BBHG services will clearly specify that services are co-located in the school for the benefit and convenience of students and families seeking mental health service is not an agent of the school.

1. Provide evidence of adequate liability insurance to the school.
2. Client Rights information from BBHG shall be available upon request.

7. Accept a referral for assessment for mental health services that originated from the parent/guardian or the school after informed consent is obtained from the parent/guardian. The referral shall identify the rationale for the assessment and contact information for the family. Arrangements for the student to be released from class for the assessment will be made after the parent/guardian has authorized the assessment and release. The therapist will be in charge of intake paperwork.

8. Coordinate care with school personnel whenever possible. Information from BBHG assessments, treatment plans, school evaluations and educational plans may be shared to inform and support each other with the informed consent of the parent/guardian.

9. Annual reports of student outcomes for BCS for review. This report will not include identifying information about specific students or families unless informed consent is obtained or as otherwise authorized by statute.

10. Make available to Boone County Schools branch office staffing records, policies and procedures and clinical records for review or investigations.

11. Offer mental health therapy to students in the designated schools and provide the following core services:

a. Assessment,

b. Treatment,

c. Communication with school personnel regarding those students being served by the program in instances where a proper release of information is in place

d. Staff development presentations as requested by the School District.

**Boone County Schools will:**

1. Maintain a distinction between school personnel and the therapists employed by the mental health provider. Mental health services provided in schools will be consistent with applicable state licensure statutes and administrative rules.

2. Ensure that Communication of any confidential information between the BBHG and the school is done only with consent or as otherwise authorized in statute. Clinical records created by BBHG are the property of BBHG. Pupil records of students receiving services from BBHG are in the custody of the school.

3. Communications to families and students about BBHG services will clearly specify that services are co-located in the school for the benefit and convenience of students and families seeking mental health services and is not an agent of the school

4. Submit a referral for assessment for mental health services that originated from the parent/guardian or the school after informed consent is obtained from the parent/guardian. The referral shall identify the rationale for the assessment and contact information for the family. Arrangements for the student to be released from class for the assessment will be made after the parent/guardian has authorized the assessment and release.

5. Coordinate care with the mental health provider whenever possible. Information from mental health or assessments, treatment plans, school evaluations and educational plans may be shared to inform and support each other with the informed consent of the parent/guardian.

6. Identify students at the designated schools in need of mental health services.

7. Obtain parent consent for an initial assessment and make appropriate referrals to the program by completing a referral form.

8. Provide physical space within the designated schools that is conducive to the confidential nature of mental health services.

9. Excuse students from class in order to attend therapy appointments.

10. Create a system that allows school personnel to communicate with the mental health therapists in instances where a proper release of information is in place.

11. Promote education on mental health issues for students and staff.

12. Review progress reports and assist in the evaluation of the BBHG program.

**FUNDING FOR SERVICES**

1. Mental Health services will be billable to KY Medicaid
2. Some early autism and other developmental intervention services can be billed to private insurance companies while in the school setting.
3. All other school contracts and agreements for school-based services will be contracted at an agreed upon rate in the future.

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BBHG Representative and Title Date

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BCS Representative and Title Date