

SITE-BASED THERAPY SERVICES AGREEMENT
BETWEEN
MOUNTAIN COMPREHENSIVE CARE CENTER
AND
BOARD OF EDUCATION OF ROWAN COUNTY

WHEREAS, the Board of Education of Rowan County (hereinafter referred to as the "Board") acknowledges there are children and adolescent who will have an enhanced opportunity to perform better academically and function better socially at school if clinical counseling services are accessible and available on-site,

WHEREAS, the Board has a strong interest in fostering the success of each student enrolled in the Rowan County Schools,

WHEREAS, Mountain Comprehensive Care Center (hereinafter referred to as "MCCC"), has a strong interest in, and capability of providing the clinical treatment and therapeutic support to those children in the Rowan County Schools who have need of such services,

IT IS HEREBY AGREED, BY AND BETWEEN THE BOARD AND MCCC:

- A.) The parties will join in a fully collaborative effort to provide behavioral health services to children enrolled in the Rowan County Schools through site-based clinical therapy services. Specific schools will be identified by mutual agreement based on the
 - Expressed need of a student to be considered for receiving site-based therapy services,
 - Availability of space and facilities for such services at that school,
 - Ongoing availability of qualified mental health personnel to provide those services
- B.) An MCCC employed counselor will be on-site at assigned school as scheduled except on days when there is no school. Each assigned MCCC counselor shall submit to State criminal records check.
- C.) The MCCC counselor will abide by all policies and procedures as established by the Board and each individual school, even though the counselor is not an employee of Rowan County Schools, as well as the policies of MCCC.
- D.) An initial meeting will be set up between designated school personnel (principal preferred), the school counselor, the Family Resource Center Director/Specialist and the MCCC therapist to ensure understanding of protocol for communication and referrals and to set aside space and identify facilities (e.g., phone access) necessary for behavioral health counseling.
- E.) The Board will Provide:
 - 1.) Administrative support and flexibility to those schools and Family Resource Centers who are participating in the site-based counseling services for identified students including space designated for purposes for providing therapy services.
- F.) MCCC will provide:
 - 1.) Administrative and clinical supervision for each counselor and any necessary clinical materials

Behavioral health services will be billed according to MCCC agency contracts with Medicaid and the Department for Behavioral Health, Developmental and Intellectual Disabilities. The parent or legal guardian having provided written consent for their child to receive site-based therapy will be billed on a fee-for-service basis using third-party payors and/or income-based sliding fee scale as applicable. The Board of Education will NOT be billed by MCCC for any site-based therapy services provided to a student under this agreement.

Psychological Testing is not included in the service array of site-based therapy services.

All medical records will be maintained by MCCC and are the property of MCCC. Access to the medical record by employees of Rowan County Schools can only be made available through a release signed by each child's parent/legal guardian or a court order.

It is understood that behavioral health services offered at a school facility may extend into the summer months when school is out of session only as agreed upon by a building level administrator and MCCC with the Family Resource/Youth Service Center Support.

This Agreement may be terminated with or without cause with two weeks written notice by either party via certified mail.

- G.) This agreement will be for the 2019-2020 school year with review for the subsequent school year. Renewal of this agreement and continuation of site-based services will be subject to each party signing a renewal agreement.
- H.) MCCC shall maintain liability insurance for staff, agents, offices and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate per policy year. A different level of coverage may be negotiated at the time this Agreement is up for renewal, per law/regulation. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) calendar days prior written notice to the School District.
- I.) The School District (Board of Education of Rowan County, its officers and employees in their respective official capacity) is a State agency and instrumentality of the Commonwealth of Kentucky and is vested with governmental immunity from claims, including vicarious claims for damages arising in tort or contract, except such tort claims as may be raised in the Kentucky Board of Claims.
- J.) The parties to this Agreement shall comply with all applicable laws relating to nondiscrimination.
- K.) This agreement has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. Any disputes of whatsoever nature and kind shall be presented before an impartial mediator for resolution prior to initiation in a court of competent jurisdiction for Rowan County, Kentucky.

AGREED TO, this _____ day of _____, 2019

Board of Education of Rowan County

By: John Maxey, Superintendent
Printed Name: _____
Date: _____
Date of Board of Education Approval: _____

Promod Bishnoi, President/CEO
Mountain Comprehensive Care Center
Printed Name: Promod Bishnoi
Date: _____