



FLOYD COUNTY BOARD OF EDUCATION
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Action/Discussion Item: Approve Memorandum of Agreement between Mountain Comprehensive Care Center (MCCC) and the Floyd County Board of Education for the provision therapeutic rehabilitation services known as the SIGHTS programs for the 2020-21 school year.

Applicable Statutes or Regulations: Relates to 707 KAR 1:320 Individual Education Programs, Section 1 Individual Education Programs and Section 5 Contents of IEP; KAR 1:350 Placement Decisions, Section 1 Placement Decisions (Statutory Authority: KRS 156.070(1), 1156.160, 157.220, 157.224, 157.260, 167.015)

Background and major Policy Implications: SIGHTS is a collaborative educational and mental health program designed to provide a therapeutic environment of children whose emotional, social, and educational needs cannot be met in less restrictive settings. The programs' target population includes children whose primary needs are emotional/social in nature. SIGHTS represents the most intensive (day treatment) program currently available to Floyd County students. Only children who demonstrate a clear inability to function successfully in less intensive and restrictive school setting will be considered for admission. Programs are currently operating at Duff-Allen Central Elementary, May Valley Elementary, and Renaissance Learning Center.

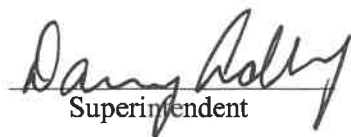
Fiscal Budgetary Impact: There will be no direct cost to Floyd County Schools associated with this agreement. Therapeutic services will be billed to other sources. The agreement provides for negotiation to cover operating costs if the census in the program fall below six for two months or anticipated to remain above six during the 2020-21 school year. MCCC therapists who work with the SIGHTS program may provide therapy to other students in the school but not to the extent that it will interfere with the smooth operation of the SIGHTS program. District and MCCC staff members will meet during the school year to monitor the effect services to other student may have on the SIGHT program so that adjustments can be made if necessary.

Alternatives: None proposed

Recommended Action: Approval of the Memorandum of Agreement between the Floyd County Board of Education and Mountain Comprehensive Care of the SIGHTS program during the 2020-21 school year.

Contact Person: Larry Begley, Director of District Wide Services 606.886.4539

Date: 6/4/2020


Superintendent


Director-DWS (SpEd)

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

**2020-2021 SIGHTS Agreement
Between
Mountain Comprehensive Care Center
And
Floyd County Board of Education**

This agreement is for the purpose of defining and clarifying the collaboration between the Floyd County Board of Education and Mountain Comprehensive Care Center, Inc. to provide needed service to children with severe emotional disabilities who attend school and reside in Floyd County.

Specifically, this collaboration will include the provision of therapeutic rehabilitation services known as the SIGHTS Programs, mental health day treatment programs for children identified as having a severe emotional disability attending Duff-Allen Central Elementary, Renaissance Learning Center, and May Valley Elementary.

The SIGHTS Program is a collaborative educational and mental health effort to provide a therapeutic environment for children whose emotional, social, and educational needs have not been met in less restrictive settings. The program's target population is children whose primary needs are emotional/social in nature, often accompanied by needs for support in learning and behavior. In accordance with Special Education Regulations, the program's maximum capacity is eight children. ***Although age is no longer a special education criteria, developmental appropriateness will continue to be used as part of the mental health criteria for Program acceptance.***

The SIGHTS Program represents the most intensive day treatment program currently available to Floyd County students. The educational component is operated according to special education guidelines. The mental health component is operated according to the therapeutic rehabilitation model as described in the Dept. for Mental Health Policy and Standards Manual (attached). Only children who have demonstrated a clear inability to function in less intensive and restrictive school settings will be considered for appropriate for admission.

The focus of all services provided to children in the SIGHTS Program shall be to assist in healthy development of students' self-concept and to improve their ability to function appropriately in the community and to move to a less restrictive educational placement.

The conditions of this collaborative effort are as follows:

- Admission Criteria (Attachment A) and Referral Procedure (Attachment B) will be

adhered to by both parties.

- The SIGHTS Team which staff the program will consist of four persons: a Special Education Teacher and an educational aide, a Mental Health Clinician/Coordinator and a mental health program technician. All staff will be qualified and/or certified to meet the required regulations for a day treatment and Special Education Program.
- The Floyd Co. Board of Education will hire and supervise the Special Education teacher and educational aide. ***Notification regarding any personnel changes will be communicated to MCCC at the earliest possible time.***
- Mountain Comprehensive Care Center will hire, train and supervise the Clinician/Coordinator and the mental health technician. ***Notification regarding any personnel changes will be communicated to the District at the earliest possible time.***
- The Program Coordinator will participate in the formulation of the Individual Education Plan for each child placed in the SIGHTS Program.
- The SIGHTS Program will follow the approved calendar year, and the required hours of instruction shall be provided to each child daily.
- Each child placed in the SIGHTS Program will receive no less than one hour of goal-directed group therapy twice per week and one hour of individual therapy once per week and more if needed.
- Family therapy services will be available to the families of those children placed in the program on an as-needed or as-able basis.
- Programming will be in place to encourage family/parental participation in the program and the Family Support Group will be available in Floyd County at least monthly.
- The SIGHTS Program will be monitored monthly by the agency psychiatrist and psychiatric services will be made available to each child placed in the program.
- The therapeutic milieu of the program shall be established through the implementation of a structured program design as outlined in the Program Manual. (Attachment C).
- The program staff shall conduct a weekly staff meeting to monitor the progress of each child participating in the program.
- ***The SIGHTS Program Coordinators will communicate at the earliest possible time to the school's Principal any issues or concerns that could directly impact a child's educational services as provided by the school and District with particular attention to any safety issues or parent-related concerns.***
- ***Funding for mental health and therapeutic rehabilitation services provided to the children placed in the program will be accessed according to procedures defined by the agency's Medicaid and Kentucky Department of Mental Health contracts. Payments are on a fee-for-service basis through student's private insurance (if applicable), the Dept. for Medicaid Services (if applicable), and the Kentucky Dept. for Mental Health. Any remaining balance is billed to the client on an income-based sliding scale fee. The School District will not be billed for the provision of these services to the children in the SIGHTS program, however a minimum census of 6-8 students is required to cover the cost of operating the programs. A census of less than 6 students for 2 months or more will require negotiation with the School Board for financial support in order to sustain therapeutic services. Mental health day treatment services will not cease due to non-payment.***


- A medical record will be maintained for each child placed in the program. This record will document all mental health, therapeutic rehabilitation, and psychiatric services provided to and received by the child. Access to information contained in the medical record by school personnel will only be granted through the proper execution of an IMPACT or MCCC Release of Information by the child's legal guardian or by orders of the Court. The medical record for each child will be maintained in the Floyd County Outpatient Clinic. All staff will be in compliance with the confidentiality and abuse reporting policies developed by Mountain Comprehensive Care Center, and they will be required to sign forms acknowledging all of the policies and willingness to comply with them.
- *Education and mental health staff will undergo crisis de-escalation and passive restraint training for therapeutic crisis intervention prior to school starting. This training will be provided by Mountain Comprehensive Care Center at no cost to the District.*
- *The School District will provide an appropriate space and all educational materials required for an educational program. Notice of anticipated changes in site will be communicated to MCCC at the earliest possible time.*
- MCCC staff shall abide by and adhere to all MCCC regulations and policies concerning the ethical, non-discriminatory, confidential and safe provision of mental health services in accordance with MCCC policy and Kentucky Revised Statutes.
- MCCC staff and all services provided by its staff shall be covered through agency liability and other necessary insurance in accordance with agency policy and state regulation.

This agreement shall expire at the conclusion of the 2020-2021 school year. **Either party may terminate the agreement prior to that time with ten (10) days written notice directed to the other party.**

This agreement shall become effective with the signatures below indicating approval of the agreement by the Floyd County Board of Education and Mountain Comprehensive Care Center.

 Danny Adkins, Superintendent
 Floyd County Board of Education

 Date



 Promod Bishnoi, Executive Director
 Mountain Comprehensive Care Center

05/27/2020

 Date