



Bullitt County Public Schools

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Memo

TO: Jesse Bacon, Superintendent *JB*

FROM: Sarah Smith, Director of Safe Schools and Mental Health Services *SS*

DATE: July 1, 2021

RE: Memorandum of Agreement for Seven Counties Services Support for Schools

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and Seven Counties Services. This agreement outlines the roles of Seven Counties Services staff and Bullitt County Public School in providing services for the purposes of enhancing students' educational experiences. The Bullitt County Public Schools Director of Safe Schools and the Project Director of the AWARE II Grant will coordinate efforts to and work with the Seven Counties Services Point of Contact to maximize student success aligned with the terms of this agreement. This agreement has been reviewed by Buckman, Farris and Mills legal counsel.

cc: Adrienne Usher, Assistant Superintendent
Becky Sexton, Assistant Superintendent

Equal Education and Employment Institution

Handwritten initials and date:
XHO
7.6.21

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
Seven Counties Services, INC.

The BULLITT County Board of Education (Board of Education) and Seven Counties Services, Inc. (SCS), enter this Agreement for professional services, Board of Education and SCS agree to the following:

1. SCS shall provide the Board of Education a Master's-level therapists or a certified therapist that is supervised under a licensed clinician, who will provide therapy services, psycho education services, staff training, classroom behavioral assessments, and consultation for the purposes of enhancing students' education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting and optimal level of interpersonal skills for students. This cost will cover all duties listed above as well as additional requests that are approved by the Board of Education and SCS. This contract covers the school year June 2021- June 2022.
 - a. SCS shall provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
 - b. SCS shall provide psycho educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. SCS shall provide psycho educational services to address the following issues, among others; drug and alcohol awareness, managing anger, parent support groups, developing self esteem, social skills development, etc.
 - d. SCS shall provide training, upon request, to teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental illness in children and how it relates to the classroom, child development, post secondary trauma, suicide risk, etc.
 - e. SCS shall provide consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, program planning, development. SCS staff shall communicate regularly with the school-level staff in regard to student progress and caseload information.
 - f. SCS shall document all services it provides pursuant to this Agreement including the date of service, the type of services, group/individual characteristics of students served, and recommendations pertinent to the services it has provided. SCS shall submit this documentation, subject to its confidentiality policies and procedures and the attached business associate agreement, executed as party of this agreement in accordance with the Health Insurance Portability and Accountability Act (HIPPA) of 1996.
 - g. SCS shall document and provide all data as requested by the Board of Education for project monitoring for optimal student success. This includes: the number of students receiving services, both school-based and outside therapeutic services, number of referrals received by SCS, as well as student treatment plans, as requested.
 - h. SCS shall schedule services it provides so as to avoid any conflict with Board of Education holidays and/or programming/activities.

- i. In the event that the SCS therapist will not be in attendance on the scheduled session, the therapist will notify the school guidance counselor if they will not be at the school preferably 24 hours prior to the scheduled day.
- j. In the Event that a SCS staff person is unable, because of Witness or injury, to provide services under this Agreement, SCS shall provide a mutually agreed upon plan to recover services.
- k. SCS shall bill any medically necessary mental health/behavioral health services, when appropriate payer sources are available, it provides to Board of Education students pursuant to this agreement as follows:
 - i. Children and families who have coverall for mental health services through a third party (e.g. Medicaid, KCHIP, or private insurance) shall be billed through their payer;
 - ii. Children who have no third-party payer source, payment will be covered by the contracted services listed above for individual and family therapy services and Psychoeducational services, Board of Education is not responsible for charges for group services but SCS may limit participants to 1 child per 5 group members.
 - iii. Children who have a third-party payer source but need services outside of what their payer source is willing to cover (psycho education, classroom consultation, ongoing classroom supports, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoeducational services. The Board of Education is not responsible for charges for group services but SCS may limit participants to 1 child per 5 group members.
- l. SCS shall collect the following fees from the Board of Education
 - i. Individual and Family Therapy services: \$75.00 per hour
 - ii. Psychoeducational services: \$100.00 per hour
- 2. For purposes of this Agreement, the following definitions shall apply:
 - a. Therapy Services-Mental Health Services to clients, who are required to have an open medical record with SCS and a DSM-V diagnosis. All clients receiving services have specific behavioral, measurable treatment goals that are developed with input from the client, parent, teachers, or other appropriate parties. Therapy services shall include:
 - i. Individual Therapy-One client seen for session
 - ii. Family Therapy-Client present with one or more family members seen or caregivers seen without client present when indicated by diagnosis and treatment plan for session.
 - iii. Group Therapy-Two or more clients seen for session.
 - iv. Psycho education Services-Prevention oriented services provided in groups that are informational.
 - b. Enrollment is open; participants do not have to be SCS clients,
 - c. Consultation: Activities by the therapists that include, but are not limited to:
 - i. suggestions for teachers/school counselors/other identified parties, on client and classroom behavior, b) classroom observations and, c) input on program planning and development.

3. SCS shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide.
4. Upon request, SCS shall provide the Board of Education with a copy of its certificate of professional liability insurance.
5. SCS shall hold the Board of Education and its agents and employees harmless from Indemnify them against any claims, demands, actions, or judgments resulting from the actions of SC\$ or its agents or employees pursuant to this agreement.
6. Board of Education Shall:
 - a. Provide the SCS therapists appropriate district orientation training in regard to becoming familiar with the District's multi-tiered system of supports, cultural and behavior approaches to managing students with problem behaviors, approaches to managing students with problem behaviors and to foster a positive school culture. These days of training can be prior to school starting, or on PD days or Bullitt days, per the school calendar.
 - b. Coordinate meetings at the school level with each SCS therapist to ensure effective communication between SCS and BCPS staff.
 - c. Provide SCS will copies of all policies which SCS is required to comply,
 - d. Provide SCS with access to all relevant data necessary for SCS therapists to provide therapy services, psycho educational services, and consultation pursuant to this Agreement, subject to attached Business Associate Agreement.
 - e. Provide SCS adequate confidential work space.
 - f. Hold SCS and its agents and employees harmless from and indemnify them against any claims, demands, actions, or judgments resulting from the actions of the Board of Education or its agents or employees pursuant to this Agreement.
7. SCS and Board of Education will meet on a regular basis to discuss the contract , the therapists providing services, and oversee the functioning of this contract to ensure quality to consumers.
8. The term of this Agreement will begin on July 1, 2021 and shall expire on June 30, 2022.
Either party may terminate this Agreement with thirty days' written notice to the other party.

Seven Counties Services, Inc.

Abbreial Drane, CPA, MBA

President and CEO

Date: _____

Signature: Abbreial Drane

~~Signed: Wednesday, June 23, 2021~~

Bullitt County Board of Education

Deborah Atherton, Chairperson

Date: _____

Signature: _____

Dr. Jesse Bacon, Superintendent,

Bullitt County Public Schools

Date: _____

Signature: _____