

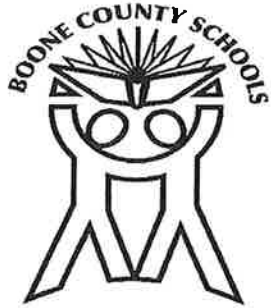


## **Boone County School District**

### *Memorandum of Understanding: Behavioral and Mental Health Service Providers*

The Collaborative Service Agreement between the staff of Boone County Schools and Holly Hill Child and Family Solutions will have the following components:

1. The goal is to facilitate the provision of *mental health counseling for individuals or groups and/or mental health case management services* to students who are referred by the Boone County School District or its agents and qualify under Medicaid, private insurance and/or fee for service with Holly Hill.
2. Holly Hill therapists will provide intake and ongoing *mental health counseling and/or mental health case management services* for students in the school setting and consult and collaborate with school staff to provide supports for students.
3. Holly Hill therapists will be credentialed with their licensure boards and provide copies of licenses as requested.
4. Holly Hill will insure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental health professionals.
5. Holly Hill will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance Holly Hill agrees that he/she will be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim or expense incurred by Boone County Schools based solely on negligence, errors, or omissions by Holly Hill related to the performance of services conducted by Holly Hill pursuant to this agreement.
6. Holly Hill will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc as required by Boone County Schools for outside providers working with students in Boone County Schools. (REG 160.151)
7. Holly Hill will provide services at schools assigned or comply any other arrangements by the Boone County Executive Director of Student Services.
8. During the term of this agreement, Boone County Schools agrees to:
  - Provide a safe environment, confidential space, and reasonable accommodations to allow the provision of services during the school day and in the school buildings.
  - Identify students and refer for mental health counseling services.
  - Holly Hill prefers a minimum of five students be active in services to assign a therapist at the identified school -or – campus.
  - Comply with FERPA standards



- Provide a district liaison for questions and concerns from providers
- Hold monthly team meetings, including assigned Holly Hill Therapist, Holly Hill Supervisor and selected school personnel, to ensure ongoing communication and collaboration between parties

9. Holly Hill will bill student's insurance (Commercial and/or Medicaid) for services provided. Boone County Schools is not responsible for payment for services provided by Holly Hill, unless an additional service agreement is made.

10. Boone County Schools agrees to protect, defend, indemnify and hold Holly Hill Child and Family Solutions, its officers, employees, agents and trustees, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of Boone County Schools, negligent or otherwise, and its employees, officers, agents, or independent contractors. Boone County Schools agrees to pay all damages, costs and expenses of Holly Hill Child and Family Solutions, its officers, agents, employees and trustees in defending any action arising out of the aforementioned acts or omissions.

11. The Terms of this agreement are valid for one calendar year. It is contingent on approval from the Boone County Board of Education.

12. All amendments to this agreement shall be in writing and signed by both parties.

13. Neither Party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations for any reason beyond its control, including without limitation any act of God or public enemy, flood, storm statute, regulation, rule or action of any federal, state or local government.

14. This agreement may be terminated by either party upon notice, in writing, at least thirty (30) days prior to the date of termination. The parties further agree that should the Agreement be terminated, all payments made to Holly Hill shall be refunded to Holly hill within 30 days.

Kathleen Reutman, Executive Director of Student Services

James Sherry, CEO

Date

5.20.22

Date

Date Approved by the Boone County Board of Education: \_\_\_\_\_