

Key Assets Kentucky Behavioral Health Services



MEMORANDUM OF AGREEMENT BETWEEN KEY ASSETS KENTUCKY AND ESTILL COUNTY SCHOOL DISTRICT July 2022 – July 2023

WHEREAS, the Estill County Board of Education, (hereinafter refers to as the “Board”), realizes that there are children and adolescents who will perform better academically and function better socially at school if counseling services are accessible and available on-site.

WHEREAS, the Board has a strong interest in assuring the success of each student in their charge,

WHEREAS, Key Assets Kentucky (hereinafter referred to as “Key Assets”), has a strong interest in, and capability of providing the clinical treatment and therapeutic support to those children in the Estill County school system who have need of such services,

IT IS HEREBY AGREED, BY AND BETWEEN THE BOARD AND KEY ASSET KENTUCKY:

- A) The Parties will join in a fully collaborative effort to provide mental health services to children in the Estill County school system through school-based mental health services. Specific schools will be identified by mutual agreement based on the
 - expressed need and desire for such services by the school administrator,
 - availability of space and facilities for such services at that school,
 - on-going availability of qualified mental health personnel to provide those services.
- B) A Qualified Mental Health Provider (QMHP) will be allowed on-site to provide mental health services to identified students.
- C) The Qualified Mental Health Provider will abide by all policies and procedures as established by the Board and each individual school, as well as the policies of Key Assets.
- D) The Board Will Provide:
 - 1) Administrative encouragement, support, and flexibility to those schools and Family Resource Centers that are participating in the School-Based Services program including space donated for purposes of mental health contacts at the school.
- E) Key Assets Will Provide:
 - 1) Administrative and clinical supervision, a Qualified Mental Health Provider (QMHP), and any necessary clinical materials, as agreed to in the protocol.
 - 2) Key Assets will work with all students who qualify for Medicaid, Self-Pay, and Sliding Fee Scale. All referrals received will be evaluated for meeting criteria before services begin.

- 3) Key Assets agrees to provide liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence, with coverage for all claims in one (1) year being limited to a maximum of Three Million Dollars (\$3,000,000). Said policy shall cover all Key Assets employees during the course of business on the property of the Board of Education. Both parties agree that a copy of the said policy shall be available to the designee for the Board of Education upon request, for any counseling services provided by Key Assets under this AGREEMENT. Key Assets further agrees to defend and indemnify the Board of Education for any and all actions, complaints, or other allegations made against the Board of Education or any of its employees resulting from any alleged actions, treatment, or other activity by the counselors or employees of Key Assets in conjunction with Board of Education under this AGREEMENT.

Mental health services will be billed according to Key Assets agency contracts with Medicaid and the Kentucky Department of Mental Health. Each individual child will be billed on a fee-for-service basis using a third-party payor. The Board will not be billed by Key Assets for these school-based mental health services.

Psychological testing is not included in this service array.

All medical records will be maintained at the Key Assets office and are the property of Key Assets. Access to the medical record by the school can only be made available through a release signed by each child's guardian or court order.

It is understood that mental health services offered at the school may extend into the summer months when school is out of session only as agreed upon by the school administrator and Key Assets.

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

Agreed to this _____ day of _____, 2022

Superintendent, Estill County Schools

Director of Estill County Board of Education

July 2022 – June 2023
KEY ASSETS KENTUCKY
SCHOOL-BASED MENTAL HEALTH PROTOCOL

Name of School

Introduction and Summary of School-Based Services Agreement

Participating Schools Will Provide:

- Safe and private space for providing consistent mental health services as scheduled;
- Reasonable mechanisms for accessing children from the classroom for mental health sessions without compromising their privacy;
- Family Resource/Youth Service Center or designee as liaisons with school administrator and parents.

Participating Qualified Mental Health Provider (QMHP) Will Provide:

- Mental health services to identified children based on eligibility;
- Communication with identified school staff regarding scheduling as well as advance notice regarding schedule changes;
- Consultation with teachers and administrators as needed or as able (and with signed Releases of Information in place);
- Education to school staff and parents about mental health services, how it works best, and the possibilities and limitations as requested by the school.

Key Assets Will Provide:

- Administrative support (travel mileage and time) and clinical supervision to Qualified Mental Health staff;
- Ongoing recruitment and retention strategies to find and keep qualified personnel;
- Training opportunities to school staff regarding mental health issues, at the school's request;
- Training opportunities for Qualified Mental Health Professionals working in schools to further develop skills;
- Collaborative review of all in-home instruction or crisis requests.

If any party has issues or concerns about the above expectations, they will immediately contact the other party to address or resolve the issue.