

**Interagency Agreement**  
**Between**  
**Estill County Board of Education (hereinafter referred to as "Board")**  
**And**  
**New Vista**  
**For**  
**School Based Services**  
**2022-2023 School Year**

**This Memorandum of Agreement sets forth terms of cooperation and coordination in providing specialized services to emotionally disturbed children and youth and their families.**

**The New Vista Board will:**

- A. Provide the following services, with the mutual approval of both parties, for the duration of the school year by certified Mental Health Specialists
  - 1. Mental health therapy services to assigned/ identified students under the following arrangements:
    - a. Services will be provided at the student's school or as otherwise directed by the student's treatment plan. Integration of the student's therapy services with other educational services must be accomplished within the school setting unless otherwise indicated on the student's treatment plan.
    - b. Consultation will be provided to school personnel and parents as necessary.
    - c. The Mental Health Specialist will participate in meetings as requested and as appropriate to make recommendations and update goals regarding student's mental health needs, at mutually agreeable times.
    - d. The Mental Health Specialists share student progress and suggest strategies to improve services.
- B. Provide a designee to coordinate services with the Board's designee.
- C. To accept student information from the schools for the purpose of evaluating the student's appropriateness for mental health or substance abuse services.
- D. Confidentiality. New Vista understands that if as a result of this Agreement, Board has received parental permission to disclose certain student records to New Vista pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") Board, New Vista has a duty to maintain the confidentiality of these records. Pursuant to FERPA and this Addendum, Provider agrees that any student records disclosed to Provider by District will not be redisclosed to any other party without the prior consent of the parent or eligible student. Officers, employees, and agents of New Vista may use the student records disclosed solely for the purpose for which the disclosure was made. If New Vista receives a subpoena or similar court or government issued order requiring disclosure of student records held by New Vista, New Vista agrees to follow the procedures listed in FERPA (in particular, 34 C.F.R. 99.31)

concerning that disclosure and to notify Board prior to making such a disclosure so that all parties may ensure that proper legal protocols are followed. For the purposes of the Agreement and this Addendum, student records are defined as records that contain information that personally identifies a specific student or students given to New Vista by Board.

- E. Indemnity. New Vista shall indemnify, hold harmless, and defend Board and its employees, agents, and representatives from any and all liability, claims, demands, causes of action, damages, judgments, costs, and fees (including a reasonable attorney's fee) arising from or related to the acts or omissions of New Vista or its agents, servants, employees, or representatives in the provision of services under the Agreement or this Addendum. New Vista agrees to immediately report all claims that fall under this section to its insurance carrier.
- F. Insurance. New Vista agrees that at all times during the effective dates of the Agreement and this Addendum, it shall hold policies of commercial general liability and professional liability insurance. Each policy shall have limits not less than \$1,000,000 per claim.

**The Board shall:**

- A. Obtain parental permission to provide student information for mental health or substance abuse services.
- B. Provide the time and facility necessary for implementation of services on the school site.
- C. Provide access to all available data necessary for provision of these services with an appropriate signed release of information.

Each party agrees to report any security breach relating to the Agreement or this Addendum to an official representative of the other party.

The term of the Agreement shall begin immediately and shall expire on June 30, 2023. The terms of this Agreement may be re-negotiated and amended by written consent as changing circumstances require. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. It is also understood that parents or guardians of children or youth identified will have choice of providers of services (of which New Vista will be one) and will be given a list of providers from which to choose.

\_\_\_\_\_  
Authorized official signature

Date

Estill County Schools

 6/2/22  
\_\_\_\_\_  
Authorized official signature Date

New Vista