



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

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William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member- District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):**

Approve the agreement between Mountain Comprehensive Care Center (MCCC) and the Floyd County Schools for the provision of school-based therapy services for the 2022-2023 school year.

**Applicable State or Regulations:**

KRS 158.440 and 160.290

**Fiscal/Budgetary Impact:**

There will be no direct cost to Floyd County Schools associated with the agreement. Therapeutic services will be billed to each child's medical card, or insurance with parent consent or to any grant monies available to MCCC to cover the cost.

**History/Background:**

Mental Health Services being provided to students has been limited due to the hardships placed on families to transport students to MCCC offices. Many times, these appointments are scheduled during the school day cutting into the instructional time of students. Having the therapists on site to provide the services benefits the students and their families.

**Recommended Action:**

Approval of the Memorandum of Agreement between Mountain Comprehensive Care Center and Floyd County Schools for the provision of school-based therapy services for the 2022-2023 school year.

**Contact Person(s):**

Cinda Francis, Chief of Special Education 606.886.2354

N/A  
Principal

Cinda Francis  
Director

Anna W. Shepherd  
Superintendent

**Date:**

June 1, 2022

Memorandum of Agreement  
2021-2022  
Between  
Floyd County Schools  
And  
Mountain Comprehensive Care Center

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In recognition of the importance of the education system and mental health system working together in order to provide the most effective services for children who are displaying emotional and/or behavioral difficulties, it is agreed that:

The District will allow Mountain Comprehensive Care Center the opportunity to provide onsite mental health services in our schools to children who have voluntarily agreed, along with their parents/guardians, to receive such services.

**District Responsibilities:**

The District will provide access to schools on Mondays through Fridays and only during hours of traditional school day instruction. 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 Mountain Comprehensive Care Center.

The District will make every effort to provide a private space for sessions with students at the school. There is no guarantee of the same space to meet each time a student is seen. To help ensure the availability of space, both Parties will agree upon a tentative schedule of days/times when Mountain Comprehensive Care Center will be onsite.

**Mental Health Agency Responsibilities:**

Mountain Comprehensive Care Center must be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of onsite services at its own expense.

Mountain Comprehensive Care Center will be solely responsible for paying all costs associated with onsite services including but not limited to, phone, printing, copying, and internet costs. There is no billing or responsibility for payment by the school or the school board. No fees will be collected nor money exchanged by the District.

Mountain Comprehensive Care Center must provide Mental Health Associates to provide onsite services. Mental Health Associates, employed by Mountain Comprehensive Care for the purpose of performing services pursuant to this agreement, is intended to mean a person with at least a bachelor's degree in a human services field. Each Mental Health Associate will be under the supervision of a licensed clinician to mean a person with at least a master's degree in a human services field and licensed/certified by the appropriate state regulating board as defined in the Kentucky Revised Statutes and Kentucky Administrative Regulations.

Mountain Comprehensive Care Center must maintain professional liability insurance, and provide proof of the same to the District in the amount of not less than one million dollars \$1,000,000.00 per occurrence and/or \$1,000,000.00 per aggregate for the duration of this Agreement.

Mountain Comprehensive Care Center clinicians must undergo all required formal background checks as required by the District's policies/procedures upon providing onsite services.

Mountain Comprehensive Care Center must adhere to all ethical standards, as well as all The District's policies and procedures.

Mountain Comprehensive Care Center clinicians must attend an orientation session that includes a review of the District's policies and procedures as applicable to onsite mental health services expectations prior to providing any onsite services.

Treatment records, individual case plans, session notes, recordings or written records prepared and/or maintained by Mountain Comprehensive Care Center as part of the services provided must not be considered educational records and must be maintained exclusively by Mountain Comprehensive Care Center in accordance with their record retention policy.

Mountain Comprehensive Care Center must notify the School Counselor if they will not be at a scheduled appointment, preferably 24 hours prior to the scheduled appointment, or on that day in the case of illness/emergency.

In anticipation of multiple, consecutive absences and/or change in clinician Mountain Comprehensive Care Center must notify the School Counselor.

In anticipation of multiple, consecutive absences and/or change in clinician Mountain Comprehensive Care Center must notify the Parent/Guardian.

Mountain Comprehensive Care Center must provide the referring School Counselor/School Social Worker with a brief "Treatment Summary Plan" for each student that includes:

- Student's name,
- Therapeutic modality, and
- Brief summary of treatment goals for onsite services and on-going updates to treatment summary plan

Mountain Comprehensive Care Center must adhere to the District's entrance/exit policies that include, but are not limited to:

- Providing picture ID,
- Wearing/displaying school approved name badge/tag, and
- Adhering to District procedures for signing in/out each student for sessions
- Adhering to District current COVID-19 protective procedures

If a student is in imminent danger of hurting him/herself or others, Mountain Comprehensive Care Center must:

- Ensure continuous adult supervision,

- Immediately notify the principal and/or School Counselor, and
- Provide necessary information/documentation to facilitate the provision of appropriate emergency student support(s) per the District's policies

Mountain Comprehensive Care Center must provide services to students during non-core academic times, when possible, as scheduled with the School Counselor unless otherwise directed by the principal. Schedules must be submitted to the School Counselor or FRYSC.

Mountain Comprehensive Care Center clinician provides at least a once monthly update to School Counselor/School Social Workers.

### **Referral Process**

The District's School Counselors and/or School Social Workers will communicate the opportunity to receive onsite services from Mountain Comprehensive Care Center. Parents/Guardians may also request a referral for onsite services.

School Counselors and/or School Social Workers will complete and submit a "Referral" form to Mountain Comprehensive Care Center.

Upon receipt of a "Referral" form, Mountain Comprehensive Care Center must contact Parents/Guardians to schedule the initial intake session.

In the intake meeting and prior to the provision of onsite services, the Parent/Guardian must sign a "Permission to Treat" form indicating their consent for onsite services and the District's "Release of Information" form to aid in the communication process and facilitate the implementation of their child's treatment plan.

If Mountain Comprehensive Care Center offers Telehealth services, Telehealth can be utilized during Non- Traditional Instructional (NTI) days and/or other school cancellations should Parents/Guardians wish to utilize this option. The District will not be responsible for providing technology and/or internet service to utilize Telehealth services. Mountain Comprehensive Care Center must obtain additional Parent/Guardian written consent for Telehealth services. If a referral occurs, and Telehealth services are chosen by the family, Mountain Comprehensive Care Center must notify The District.

Mountain Comprehensive Care Center must provide each referring School Counselor/School Social Worker with a twice monthly list of any outstanding referrals in which the Parent/Guardian has not responded to requests to schedule the initial intake session. The District will make additional efforts to contact these families.

### **Other**

Both Parties agree that they conduct completely separate businesses and affairs, are separate entities, and are not partners or joint ventures in any sense whatsoever. Mountain Comprehensive Care Center clinicians are employees of Mountain Comprehensive Care Center and are not regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons are the exclusive responsibility of Mountain Comprehensive Care Center. The

District will have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of onsite services.

Both Parties agree all reasonable efforts will be taken to ensure that student privacy and confidentiality are protected. Both parties specifically agree not to share information with individuals who are not directly involved with a student's treatment plan or that could reasonably identify a student as receiving onsite services.

If either Party has concerns about the staff involved in this program, they shall communicate their concerns to the appropriate District designee.

### **Term of Agreement and Termination of Agreement**

This Agreement is effective on endorsement by both parties and shall remain in effect until it is terminated by either party.

Either party may, at any time, terminate this Agreement, with or without cause, upon not less than thirty (30) days prior written notice to the other.

Any termination notice submitted by Mountain Comprehensive Care Center to the District in accordance with this provision shall be mailed to the attention of the Superintendent at *address*. Any termination notice submitted by the District shall be mailed to Mountain Comprehensive Care Center at the address provided below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Floyd County Schools

\_\_\_\_\_  
Date

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Promod Bishnoi, President/CEO  
Mountain Comprehensive Care Center  
104 South Front Ave,  
Prestonsburg, KY 41653