



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

Memo

TO: Jesse Bacon, Superintendent

FROM: Sarah Smith, Director of Safe Schools and Mental Health Services 
Stephanie Warner, Project Director, AWARE II Grant 

DATE: November 9, 2022

RE: Memorandum of Agreement with Omni

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and mental health service agency, Omni Community Health. Omni Community Health has signed an MOU for the 2022-2023 school year. \ This agreement outlines the roles of both agencies 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 work with the outside agency's 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
Brandy Howard, Chief Academic Officer
Troy Wood, Chief Operations Officer



AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND

The BULLITT County Board of Education (Board of Education) and Omni Community Health (OCH), enter this Agreement for professional services, Board of Education and Omni Community Health (OCH). agree to the following:

1. Omni Community Health 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 Omni Community Health.
2. This contract covers the school year July 2022- June 2023.
 - a. Omni Community Health shall provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
 - b. Omni Community Health shall provide psycho educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. Omni Community Health 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. Omni Community Health 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. Omni Community Health 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. Staff shall communicate regularly with the school-level staff in regard to student progress and caseload information.
 - f. Omni Community Health 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. Omni Community Health 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. Omni Community Health 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, as well as student treatment plans, as requested.

- h. Omni Community Health 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 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 staff person is unable, because of Witness or injury, to provide services under this Agreement, Omni Community Health shall provide a mutually agreed upon plan to recover services.
 - k. Omni Community Health 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 (c.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 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 support, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoceducational services. The Board of Education is not responsible for charges for group services but may limit participants to 1child per 5 group members.
 - l. Omni Community Health shall collect the following fees from their paying source for billable services rendered to Bullitt County Public Schools
 - i. Individual and Family Therapy services
 - ii. Psychoeducational services
3. 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 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 must be referred by BCPS and meet eligibility for services, as agreed upon by BCPS and Omni Community Health.
 - 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.
4. Omni Community Health shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide.
5. Upon request, Omni Community Health shall provide the Board of Education with a copy of its certificate of professional liability insurance.
6. Omni Community Health 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 or its agents or employees pursuant to this agreement.
7. Board of Education Shall:
 - a. Provide the 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 therapist to ensure effective communication between and BCPS staff.
 - c. Provide with copies of all policies which is required to comply,
 - d. Provide with access to all relevant data necessary for therapists to provide therapy services, psycho educational services, and consultation pursuant to this Agreement, subject to attached Business Associate Agreement.
 - e. Provide adequate confidential work space.
 - f. Hold Omni Community Health 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.
8. Omni Community Health and the 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.
9. The term of this Agreement will begin on July 1, 2022 and shall expire on June 30, 2023. Either party may terminate this Agreement with thirty days' written notice to the other party.

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
[Outside Agency], INC.

[ENTER NAME HERE]

[TITLE AND CERTIFICATIONS]

Date: _____

Signature: _____

Bullitt County Board of Education

Deborah Atherton, Chairperson

Date: _____

Signature: _____

Dr. Jesse Bacon, Superintendent,
Bullitt County Public Schools

Date: _____

Signature: _____