

**SCHOOL BASED MENTAL HEALTH SERVICES AGREEMENT
BETWEEN
MOUNTAIN COMPREHENSIVE CARE CENTER
AND
POWELL COUNTY SCHOOL DISTRICT
July 2023 – July 2024**

WHEREAS, the Powell 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, Mountain Comprehensive Care Center (hereinafter referred to as “MCCC”), has a strong interest in, and capability of providing the clinical treatment and therapeutic support to those children in the Powell County school system who have need of such services,

IT IS HEREBY AGREED, BY AND BETWEEN THE BOARD AND MCCC:

- A) The Parties will join in a fully collaborative effort to provide mental health services to children in the Powell 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 mental health associate (MHA)/clinician will be on-site at the assigned school as scheduled (per the School-Based Protocol, attached) except on days when there is no school.
- C) A Community Support Associate (CSA) will be on-site at the assigned school as scheduled (per the School-Based Protocol, attached) except on days when there is no school.
- D) The MHA/clinician and CSA will abide by all policies and procedures as established by the Board and each individual school, as well as the policies of Mountain Comprehensive Care.
- E) An initial meeting will be set up between each school principal, the MHA/clinician, the CSA, the school counselor, and the Family Resource Director; or school designee to discuss a protocol for communication and referral and to set aside space and identify facilities (e.g., phone access) necessary for mental health services/counseling.
- F) The Board Will Provide:
 - 1) Administrative encouragement, support and flexibility to those schools and Family Resource Centers who are participating in the School-Based services program including space donated for purposes of mental health contacts at the school.

G) MCCC Will Provide:

- 1) Administrative and clinical supervision, a qualified Mental Health Associate/Therapist, a Community Support Associate, and any necessary clinical materials, as agreed to in the protocol.
- 2) Mountain Comprehensive Care Center will work with all students in need, regardless of income, and that their services will not be limited to students qualifying for Medicaid.
- 3) Mountain Comprehensive Care Center 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 Mountain Comprehensive Care Center employees during the course of business on the property of the Board of Education. Both parties agree that a copy of said policy shall be available to the designee for the Board of Education upon request, for any counseling services provided by Mountain Comprehensive Care Center under this AGREEMENT. Mountain Comprehensive Care Center further agrees to defend and indemnify Board of Education for any and all actions, complaints, or other allegations made against Board of Education or any of its employees resulting from any alleged actions, treatment, or other activity by the counselors or employees of Mountain Comprehensive Care Center in conjunction with Board of Education under this AGREEMENT.

Mental health services will be billed according to MCCC 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. No parent or guardian of a Powell County student will receive a bill from MCCC. The Board will not be billed by MCCC for these school-based mental health services.

Psychological testing is not included in this service array.

All medical records will be maintained at the Powell County MCCC Office and are the property of MCCC. Access to the medical record by the school can only be made available through a release signed by each child's guardian or a 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 MCCC.

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 _____, 2023

Superintendent, Powell County Schools

Director of Powell County Board of Education

Promod Bishnoi, President/CEO, Mountain Comprehensive Care Center