Behavioral Health Agreement

between

Campbellsville Independent Board of Education

and

The Kid SpOt Center

This agreement is entered into annually, between The Kid SpOt Center and Campbellsville Board of Education, hereinafter referred to as “the school”.

1. TERMS

This agreement shall be in full force beginning on July 1, 2023 and shall be effective until June 30, 2024.

1. TERMINATION

Either party may terminate this agreement, with or without cause, at any time by giving at least thirty (30) days prior written notice to the other party of its intention to terminate this agreement.

Written registered or certified mail shall deliver notice required under this agreement, postage prepaid, and return receipt requested, and addressed to the parties at the following addresses:

Campbellsville Independent Board of Education: The Kid SpOt Center

Attn: Superintendent Attn: Brandy Close

136 S. Columbia Ave 50 Gene Cash

Campbellsville, KY 42718 Campbellsville, KY 42718

1. OBLIGATIONS OF THE PARTIES

1. The Kid SpOt Center agrees to:
   * + 1. Provide therapists for the delivery of therapy services
       2. Provide an evaluation to determine need for counseling services.
       3. Maintain open communication between The Kid SpOt Center, the child’s physician, school personnel, and others as permitted by parent/guardian through signed release of information.
       4. Participate in student care conferences of any type as requested by the school.
       5. Notify the school immediately of any unusual occurrences in a client’s treatment or any adverse change in a student’s condition.
       6. Provide a written list of students served by The Kid SpOt Center in the behavioral health program if requested by school.
       7. Abide by all governing billing procedures as indicated in The Kid SpOt Center billing contracts with payer sources.
       8. Provide access to services based on severity of needs.  Clients who are clinically severe (mental health only) and in crisis will be seen as courtesy (no cost) visits regardless of ability to pay.  Potential clients with a financial barrier will follow the financial assistance plan.  Families meeting the financial assistance guidelines will receive services at a reduced rate or as courtesy visits.  If a current client needs continual care and insurance expires, the family will follow the “financial assistance” guidelines.  KSC will provide courtesy visits to a maximum of ten clients at any given time with a maximum of ten visits per school year.
       9. As needed, schedule appointments at The Kid SpOt Center after school hours for students and/or families.
       10. Provide a certificate of liability insurance.

1. Campbellsville Independent board agrees to:
   * + - 1. Provide a workplace/workspaces with phones and secure internet access for each Kid SpOt Center therapists that will be confidential in nature.
         2. Provide student availability for a minimum of five hours per day Monday-Thursday and three hours on Friday for a total of 23 billable hours per week per therapist.
         3. Participate in treatment planning as requested by The Kid SpOt Center.
         4. Provide a space for therapists to see students within one of the building during the summer break.
         5. Provide access to Infinite Campus for therapist to monitor attendance and grades as needed.
         6. Attached forms in all students initial paperwork for emergency situations. If parent returns form that says we can not provide emergency assessment guidance can be given but further assessment can not without written permission from parent.
         7. Pay the specified amount per day for any days that school is out which was not set forth in the calendar. This amount will be set at $250/day. This amount will not change based on the number of staff but may decrease if staff are able to do telehealth visits or see students in The Kid SpOt Center clinic.
         8. Therapy services will be provided as outlined below:

The school will identify students who may benefit from evaluation to determine if there is a need for behavioral health services.

The Kid SpOt Center will conduct the evaluation and determine if the student does have a need for behavioral health services.

The Kid SpOt Center will provide the recommended behavioral health services to the student if deemed necessary.

The Kid SpOt Center will work closely with the school staff to make the service collaborative.

* + - * 1. The school agrees to furnish The Kid SpOt Center with a certificate of liability insurance in the amount of $1,000,000

1. CONFIDENTIALITY

To comply with state and federal guidelines regarding confidentiality and HIPAA regulations, the school and The Kid SpOt Center agree to abide by the guidelines in The Kid SpOt Center confidentiality statement.  Any school personnel who may collaborate with The Kid SpOt Center on care of a student shall be responsible to maintaining confidentiality.

1. MEDICAL RECORDS

The school and The Kid SpOt Center acknowledge and agree that all medical records compiled while performing therapy services shall be property of The Kid SpOt Center.  The parties agree to comply with all state and federal guidelines governing the release of the medical records.  The Kid SpOt Center and Taylor County Schools have entered into a Memorandum of Understanding in order to release information to each other regarding patients and their care. (See attached document)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Kid SpOt Center

BY: BRANDY CLOSE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Campbellsville Independent Board of Education

BY: SUPERINTENDENT

The above signatures were witnessed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_, 20\_\_\_ by,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding between **Campbellsville Independent Schools** and **The Kid SpOt Center, LLC Division of Behavior Supports,** dated this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, represents an agreement by both parties to follow the requirements set forth below.

It is mutually understood that **The Kid SpOt Center LLC** shall provide all required services when a patient is referred for treatment services.

If during the course of treatment, a patient demonstrates a need for service at a different level of care, or if a client requests transfer to another program **The Kid SpOt Center, LLC Division of Behavior Supports** shall refer the client to an eligible program for the required services, and notify **Campbellsville Independent Schools** of such action.

If during the course of treatment, a patient is non-compliant, **The Kid SpOt Center, LLC Division of Behavior Supports** shall notify **Campbellsville Independent Schools**,

It is the intent of both parties to keep each other informed regarding the services provided to the client. **Campbellsville Independent Schools** agrees to release copies of the records pertinent to the client's treatment to **The Kid SpOt Center, LLC Division of Behavior Supports**.

Both parties agree to comply with all applicable federal and state confidentiality requirements concerning the release of records.

**The Kid Spot Center, LLC** \_\_\_\_\_\_\_                **Campbellsville Independent Schools**\_\_\_\_\_\_\_\_\_\_\_

Program Name #1 Program Name #2

50 Gene Cash Road\_\_\_\_\_\_\_\_\_\_\_\_\_ 136 South Columbia\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Address

Campbellsville, Ky. 42718\_\_\_\_\_\_\_\_\_ Campbellsville, Ky. 42718 \_\_\_\_\_\_\_\_\_\_

City, State Zip City, State Zip

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Co-owner Signature Administrator Signature