

## **Memorandum of Understanding**

**This agreement** is executed by and between the **Newport Independent School District** (hereinafter referred to as "School District") and **Ramey Estep/Re-group** (hereinafter referred to as "Provider") for the purpose of providing needed school-based behavioral health services (i.e., mental health and/or substance abuse services as needed/requested) to students.

**Whereas**, it is the intention of the School District to engage the Provider for the purpose of providing students (hereinafter referred to as "Students" or "Participants") with the opportunity to receive mental health and/or substance abuse services provided by Provider.

**Now, therefore** in consideration of the mutual covenants hereinafter contained the Parties hereto agree as follows:

### **I. Scope of Agreement**

**A.** This agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing needed mental health services to students.

**B.** This Agreement will be for a period of one year, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of Mental Health and/or Substance Abuse Services will be subject to each Party signing a renewal agreement.

### **C. School District Agrees:**

1. To the extent the school district is able; provide Students with a safe setting to receive mental health services. The school district shall provide sufficient oversight of the Mental Health Services and/or Substance Abuse Services to ensure that it meets needs of Students.
2. To provide a private and confidential space on a consistent basis for Provider's clinicians to utilize. Due to confidentiality standards and HIPAA (Health Insurance Portability and Accountability Act) no other personnel may be present while said space is being utilized for the provision of School Based Mental Health and/or Substance Abuse Services.
3. To provide and maintain a list of students served and maintain a schedule on-site to assist in scheduling appointment and intakes.
4. To maintain flexibility regarding scheduling.
5. To comply with all applicable laws relating to nondiscrimination.
6. To ensure that Clinician has a caseload to meet minimum weekly productivity required by the Provider.

### **D. Provider Agrees:**

1. To provide Students who provide written consent of their parent or guardian with the opportunity to receive needed mental health services with approved insurances.
2. To ensure parents are informed and consent to the proposed treatment plan.
3. To provide or arrange for the provision of necessary mental health and/or substance abuse services to students with identified need.
4. To inform the School District in writing of any limitations in services the Provider is able to provide.
5. To provide Student's parents/guardians and the school with information as follows:
  - a. Contact information for Provider, including contact information during non-business hours;
  - b. What to do in case of an emergency;

c. Referral information if the Student was referred to another provider for any care to include the reason for the referral and contact information for provider where the Student was referred.

6. To comply with all applicable laws relating to nondiscrimination.

7. The following information/documentation is required by the School District before Provider's therapists or treatment providers can observe or provide direct service to Students within the School District. Information must be sent to the Director of Pupil Personnel.

- a. Satisfactory background check on file with the School District's Board Office;
- b. Individual liability insurance certificate or worker's compensation insurance certificate;
- c. A copy of credentials in the form of certification/license for the purpose of the observation or direct therapy;
- d. A signed release (form can be requested from the school) by the parent/guardian noting that the therapist/outside service provider from the Provider has been given permission to observe or provide direct therapy services to the Student. Referral forms for Provider's services are available from the school guidance counselor.

8. Once this information is received, the therapist/service provider may be allowed to come and observe or provide direct therapy services to the identified Students as follows:

- a. At a time/day/location designated and assigned by the Principal/designee (to cause as little disruption to the class or school/learning environment);
- b. The therapist is to observe or provide direct therapy only during these designated times, in an education setting (or activity such as lunch or social gathering) and only if confidentiality of other students/parents and disruption of the educational process in these settings can be adequately addressed by the Principal/designee;
- c. At any time the school or School District needs to cancel an appointment or not allow an outside agency/therapist/service provider to return to the school setting, the Provider agency will be notified;
- d. When in the building during the school day, the outside service provider must provide a photo I.D. and sign in and out at the school office.

9. Provider's therapists shall adhere to the following procedure when scheduling observations or direct therapy sessions for students during the school day:

- a. Requests for classroom observation or providing therapy services must be presented to the school principal within a reasonable time of notification (at least 24 hours in advance). Allowances will be made by the principal or designee if a Student is in a crisis situation during the school day and immediate intervention is needed.
- b. Parent/Guardian consent for observation or therapy services is on file in the Board of Education office.
- c. After dates and times are set, the teacher involved is notified in advance (by school personnel) of the arrangement in order to have the Student available.
- d. The observation or therapy session occurs with minimal interruption of the school day.
- e. The frequency of the visits does not interfere with the scheduled instructional program in the classroom or for the Student.

## **II. Term of Agreement**

- A. This Agreement may be terminated by the School District or Provider at any time by giving at least thirty (30) days prior written notice.
- B. This Agreement may be shall be effective from August 1, 2023 to July 31, 2024.
- C. This Agreement may be modified at any time by written consent of both Parties.
- D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.
- E. All provisions of this Agreement are separate and divisible, and if any part is held invalid the remaining provision shall continue in full force and effect.
- F. Under this Agreement the fees for these services are to be paid by parent/guardian, insurance providers, medical card or other payments. There is an understanding that the School District is NOT liable for paying for these services.

## **III. Liability**

- A. The School District agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any or all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost ,charge, demand, or expense, including without limitation, attorney fees) for injury or death to persons, including employees or other agents of Provider and damage to property including property of the School District , caused by the negligent acts or omissions of School District in the performance of the Agreement. The Board of Education of the School District's duty to indemnify Provider under this Agreement shall not extend to loss, liability, damage, claim, cost charge, demand or expense resulting from Provider's negligence or willful misconduct.
- B. Provider agrees to defend, hold harmless, and indemnify the School District and its directors, officers, employees, and agents against and from any or all loss, liability, damage, claim, cost, charge, demand, or expense (including ant direct, indirect or consequential loss, liability, damage, claim, cost ,charge, demand, or expense, including without limitation, attorney fees) for injury or death to persons, including employees of School District, and damage to property including property of Provider , caused by the negligent acts or omissions of Provider in the performance of the Agreement. Provider's duty to indemnify the School District under this Agreement shall not extend to loss, liability, damage, claim, cost charge, demand or expense resulting from School District's negligence or willful misconduct.

## **IV. Independent Contractor**

Provider is, for purposes, an independent contractor and shall not be deemed an employee of the School District. Provider specially acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of School District under the common law agency test, the economic realities test, or any other legal test.

## **V. Referral Process**

1. The Students eligible for this outpatient service will be any student in the School District.

2. If the school feels a Student is appropriate for the mental health or substance use therapy provided by the Provider, a referral can be made to the Provider's intake team at [regroup@rameyestep.com](mailto:regroup@rameyestep.com) or 606-547-4386.

3. The Student will be assessed as quickly as possible and if medical necessity is met, authorization will be requested. Once authorization is obtained from the Student's insurance, the Student may begin attending therapy.

4. During the initial assessment, consent to treat will be obtained from the parent/guardian and the Student. If consent is not obtained, the Provider cannot provide services to the Student. The school can help this process by encouraging the participation of the parent/guardian and working together with the Provider to help the guardian understand the services being offered.

**Newport Independent School District**

By: \_\_\_\_\_  
Tony Watts, Superintendent

Date: \_\_\_\_\_

**Ramey Estep/Re-group**

By:   
Ginny Anderson, CEO

Date: 8/1/23