

Memorandum of Understanding for Mental/Behavioral Health Services

This memorandum of Understanding was made and entered into on this the date hereinafter stated, by and between the Gallatin County Board of Education, parties of the FIRST PART and Holly Hill Child and Family Solutions, party of the SECOND PART.

TO WIT: The purpose of the agreement is to reduce to writing the agreement and understanding to provide school based mental health treatment services for the 2023 and 2024 academic school year.

The general terms of this agreement are that the First Party will provide space and other consideration more particularly stated herein and the Second party will provide counseling and other therapy services, also more particularly stated herein, to the student that is attending Gallatin County Schools. To accomplish the purpose of this agreement, the parties do agree as follows:

1. A meeting involving the School Counselor (if one is available) and the Clinical Coordinator or another Representative of the Second Party will be conducted at the school prior to services being offered to the student. This document outlines a referral procedure, lines of communication, lines of authority, procedures for offering services; the role and responsibility of the therapist will be drafted and agreed upon by both the School and the Second Party. This written document is the protocol which is developed after all parties have met and agreed upon its content and which ensures that all parties have an exact understanding of what occurs and assures a successful collaboration.

2. The agreed upon protocol will be effective for the current school year and may extend into summer depending on need and resources. All parties will possess a written copy. If either party wishes to change protocol during the school year, another meeting of the same persons will be called where changes can be discussed, agreed upon, and a new protocol written and disseminated. Once that protocol is agreed upon, it will be followed even if changes need to be made, until a new protocol is written and agreed upon.
3. The Second Party will assign a therapist (or counselor, the term "therapist" is intended to include the same for the purpose of this agreement) to come to each school. The therapist will undergo an interview with key school personnel to ensure they are a good fit for the school district. The therapist will be at the school on the same day of each week or as requested by the school. If the therapist's schedule needs to change temporally or permanently, the changes will be worked out between the therapist, the Clinical Coordinator, and the school counselor, who will notify the School Principal. The assigned therapist will remain the same barring illness, resignation, or position transfer. If any of these occurs, a new therapist will be assigned as soon as possible.
 - a. Therapist, employed by the Second Party for the purpose of performing services pursuant to this agreement, is intended to mean a person with a minimum licensure of a respective Kentucky Board; a certified social worker, licensed clinical social worker (CSW or LCSW), licensed professional counseling associate, licensed professional clinical counselor (LPCA or LPCC), or Marriage and Family Therapist (MFT) or as that term is defined in the Kentucky Revised Statutes and Kentucky Administrative Regulations.

4. The district School Counselor will be the single point of contact and liaison between the school, the parent, and the Second Party. The appropriate party to address any problems with the Second Party is the district DPP.
 - a. The therapist will notify the school if they will not be at the school preferably 24 hours prior to the scheduled day, or by 7:00 AM on that day in case of illness. The therapist will ask the school to notify each child of the cancellation. The therapist will arrive daily no later than thirty minutes prior to their first scheduled appointment.
 - b. If illness or indisposition persists for two weeks, a new therapist will be assigned (as available and clinically appropriate) to fill in temporarily until the assigned therapist returns. If a change of therapist occurs, parents will be notified by letter.
 - c. If the therapist has an issue or difficulty at the school, they will discuss it with their supervisor, who will consult with the DPP to determine next steps to resolve the situation.
 - d. If the Principal has a concern about the program, he/she can discuss it with the Director of Pupil Personnel, who will decide to speak to clinical coordinator or appropriate party, or call a meeting to resolve the situation.
 - e. If a parent has a concern with the program and wishes to discuss it with the therapist, the school counselor or Principal can notify the therapist that the parent should be contacted.
 - f. All referrals for services will be made through the School Counselor.
 - g. If a teacher has information regarding a child's classroom behavior that a therapist may need to know, he/she can relay to the school personnel that they wish to speak

to a therapist. If a therapist needs to speak to the teacher, the school personnel can assist with making an appointment with the teacher during their break. It is **expected** that the teacher of each child receiving treatment services will conference with the therapist at least monthly and more often if deemed necessary by the therapist.

5. Students may be seen for services at the school. Every effort will be made to see the child after school hours for the intake, but that may not always be possible. The parent shall accompany the child to the intake appointment. Parents will be asked to sign a release of information for the school, the child's teacher, the school counselor (if appropriate), the FRC or YSC Coordinator, and the principal. If the parent does not agree to sign these releases, student will **not** be able to be seen during school day. Information will be discussed only for the purpose of assuring successful treatment on a need-to-know basis. Children will be seen as frequently as the treatment plan indicates.
6. Payment for services will be by medical card, insurance, or parent. There is no billing or responsibility for payment by the school or the school board. No fees will be collected, nor money exchanged at the school. Agency agrees to allow a provider to see a student pro-bono on a 1:15 ratio. This means for every 15 students who are being seen by an agency through Medicaid or other insurance reimbursement, the agency will agree to see one student pro-bono. This pro-bono student may not have insurance or have private insurance that is not accepted by agency through this school-based service.
7. Students will be seen by appointment at the school. A copy of the appointment schedule will be given to the school counselor a week in advance, who will arrange to get each child out of class in the least obtrusive manner at the appointed time. If changes are needed, the

school counselor will contact therapist 24 hours before scheduled appointment. Every effort will be made by the school and the therapist to not identify that a child is receiving mental health services and to safeguard the child and the family's confidentiality.

8. The school will provide an appropriate and confidential meeting space with a telephone, if possible, to the therapist.
9. If a client is in a crisis and is in danger of harming itself/ others, the therapist may provide crisis intervention services. However, every effort will be made by the school to notify the parents who must come to the school as soon as possible. If the parents cannot be contacted, the school should call the department of Social Services to assist with locating the parents. A therapist may assess the client and make necessary referrals for additional evaluations, if necessary, but only with the permission of the parent.
10. The Parties hereto agree that they will make every effort to share information subject to HIPAA and FERPA; any releases necessary to accomplish the sharing of information will be obtained. However, the parties hereto appreciate the need and necessity of confidentiality of such information and will make all efforts to maintain and assure confidentiality of such records. Information regarding a student will be provided by the Second Party at the First Party's request.
11. No record keeping or billing will be done at the school.
12. The Second Party agrees that this agreement is not an exclusive agreement and that services provided to students herein may be provided by others in business similar to that of the Second Party's business.
13. The Second Party agrees to maintain a policy of professional liability insurance of \$1,000,000 each occurrence and \$3,000,000 aggregate for all its employees while on school

property. The parties hereto agree that the persons on school premises pursuant to the agreement are agents or employees of the Second Party and not the First Party.

14. All persons employed or acting on behalf of the Second Party who will be on the school premises pursuant to performance of this agreement shall have criminal background checks performed at the expense of the Second Party. The Second Party shall have the duty and responsibility of informing the First Party of the results of the records background check before said employee may enter upon any school premises for the purpose of performing services pursuant to this agreement.
15. By executing this agreement, the Second Party assures the First Party that none of its partners, Shareholders, or employees earning company profit directly, or benefitting financially as a result of this agreement are related by blood or marriage to any member of the Gallatin County Board of Education.
16. Any breach of the terms and conditions of this agreement shall be brought to the attention of the other party's agent signing this agreement by giving written notice thereof and shall be corrected within 10 days of written notice. If such breach is not corrected to the satisfaction of the party giving such notice, this agreement may be declared void in its entirety by the party giving such notice of the alleged breach without any further notice and without further obligation by the party giving such notice.

CONFIDENTIALITY

1. The Second Party by signing this agreement,
 - a. Assures that any information received from the Board of Education or the Cabinet for Health and Human Services ("The Cabinet") relating to individuals on public assistance applicants

and/or recipients will be maintained as confidential and will not be copied or given to any other governmental agency, individual or private concerns without written permission of the Cabinet or the applicant or recipients;

b. Takes all precautions to assure that information is safeguarded to maintain security over such information to assure it does not become available to unauthorized individuals;

c. Assures that information on Food Stamp recipients obtained from the Cabinet will only be used for purposes of verifying eligibility into Second Party Federally Funded Programs. 16.2 In accordance with Sections 261 through 264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the administrative simplification provisions," The Gallatin County Board Of Education have standards to protect the security, confidentiality, and integrity of health information; and the United States Secretary of the U.S. Department of Health and Human Services has issued regulations modifying 45 C.F.R. Parts 160 and 164 (the "HIPAA Privacy Rule"): Certain information is received from the Cabinet for Health and Family Services that requires said information to be secured and confidential. THEREFORE, in compliance with the HIPAA Privacy Rule, 45 C.F.R. Part 164.504 (e), the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both parties. I. DEFINITIONS Except as otherwise defined herein, any and all capitalized terms in the Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control. The term "Protected Health Information" means individually identifiable health information including,

without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

It is Agreed this _____ day of _____, 2023

First Party: _____

Gallatin County School Representative

Superintendent

Second Party: _____