



Bullitt County Public Schools


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Memo

TO: Jesse Bacon, Superintendent

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

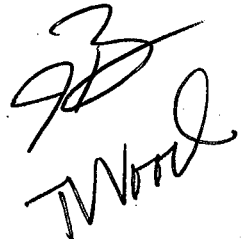
DATE: October 17, 2023

RE: Memorandum of Agreement with Phoenix Preferred Care

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and Phoenix Preferred Care for the remainder of the 2023-2024 school year. This agreement outlines the roles of the agency staff and Bullitt County Public Schools in providing services for students. The purpose of this agreement is to enhance students' educational experiences through mental health support. The Bullitt County Public Schools Director of Safe Schools and the Project Director of the AWARE II Grant will coordinate efforts and 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 Mill's legal counsel.

cc: Troy Wood, Chief Officer Operations Officer

Equal Education and Employment Institution



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AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
Phoenix Preferred Care

The BULLITT County Board of Education (Board of Education) and Phoenix Preferred Care, enter this Agreement for professional services, the Board of Education and the Second Party agree to the following:

1. The Second Party shall provide the Board of Education 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 to enhance student's education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting an 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 the Second Party. This contract covers the school year July 2023- June 2024.
 - a. The Second Party shall provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
 - b. The Second Party shall provide psycho-educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. The Second Party shall provide psycho-educational services to address the following issues: drug and alcohol awareness, managing anger, parent support groups, development of self-esteem, social skills development, etc.
 - d. The Second Party 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. The Second Party 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, and development. [The Second Party staff shall communicate regularly with the school-level staff regarding student progress and caseload information.
 - f. The Second Party 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. The Second Party shall submit this documentation, subject to its confidentiality policies and procedures and the attached business associate agreement, executed as part of this agreement in accordance with the Health Insurance Portability and Accountability Act (HIPPA) of 1996.
 - g. The Second Party 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, the

number of referrals received by The Second Party, as well as student treatment plans, as requested.

- h. The Second Party 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 Second Party 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 Second Party staff person is unable, because of Witness or injury, to provide services under this Agreement, the Second Party shall provide a mutually agreed upon plan to recover service.
 - k. The Second Party shall bill any medically necessary mental health/behavioral health services, when appropriate payer sources are available, which 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 (e.g. Medicaid, KCHIP, or private insurance) shall be billed through their payer;
 - ii. For 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, The Board of Education is not responsible for charges for group services but the Second Party may limit participants to 1 child per 5 group members.
 - iii. For children who have a third-party payer source but need services outside of what their payer source is willing to cover (psychoeducation, classroom consultation, ongoing classroom support, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoeducational services. The Board of Education is not responsible for charges for group services but the Second Party may limit participants to 1 child per 5 group members.
 - iv. The Second Party shall collect the following fees from their paying source for billable services rendered to Bullitt County Public Schools
 - v. Individual and Family Therapy services
 - vi. Psychoeducational services
2. 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 the Second Party 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 was seen for a session.
 - ii. Family Therapy-Client presents with one or more family members or caregivers seen without the client present when indicated by diagnosis and treatment plan for the session.
 - iii. Group Therapy-Two or more clients are seen for a session.

- iv. Psychoeducation Services-Prevention oriented services provided in groups that are informational and educational.
 - b. Enrollment is open; participants do not have to be Second Party clients,
 - 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.
3. The Second Party shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide. Additionally, the Second Party will comply with the legislative mandates of Senate Bill 150 in regard to mental health services to students unless additional parent/guardian consent has been obtained directly from the Second Party.
4. Upon request, the Second Party shall provide the Board of Education with a copy of its certificate of professional liability insurance.
5. The Second Party shall hold the Board of Education and its agents and employees harmless from indemnifying them against any claims, demands, actions, or judgments resulting from the actions of its agents or employees pursuant to this agreement.
6. The Board of Education Shall:
 - a. Provide the Second Party therapists appropriate district orientation training in regard to becoming familiar with the District's multi-tiered system of supports, cultural and behavioral approaches to managing students with problem behaviors, approaches to managing students with problem behaviors, and fostering 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 Second Party therapist to ensure effective communication between the Second Party and BCPS staff.
 - c. Provide the Second Party with copies of all policies with which the Second Party is required to comply,
 - d. Provide the Second Party with access to all relevant data necessary for the Second Party therapists to provide therapy services, psycho-educational services, and consultation pursuant to this Agreement, subject to the attached Business Associate Agreement.
 - e. Provide the Second Party with adequate confidential workspace.
 - f. Hold the Second Party 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.
7. The Second Party and the Board of Education will meet regularly to discuss the contract, and the therapists providing services, and oversee the functioning of this contract to ensure quality to consumers.
8. The term of this Agreement will begin on July 1 2023 and shall expire on June 30, 2024. Either party may terminate this Agreement with thirty days' written notice to the other party.

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
Phoenix Preferred Care

Phoenix Preferred Care

Justin Smith

Date: _____

Signature: _____

Bullitt County Board of Education

Darrell Coleman, Chairperson

Date: _____

Signature: _____

Dr. Jesse Bacon, Superintendent,
Bullitt County Public Schools

Date: _____

Signature: _____