

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is executed by and between the **Meniffee County School District** (hereinafter referred to as “School District”) and **Pathways, Inc.** (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 (hereinafter referred to as the “School-Based Services”).

WHEREAS, Pathways is a Certified Community Behavioral Health Clinic that provides behavioral health services, including, but not limited to, mental health services, developmental disability support services, addiction services, and crisis services.

WHEREAS, The School District operates educational facilities for students, providing education for pre-kindergarten through the 12th grade.

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 needed school-based mental health services provided by Provider.

WHEREAS, Pathways and School District acknowledge that they provide complimentary services and agree to work in a collaborative manner to provide Students access to quality coordinated and comprehensive health care without unnecessary duplication of services, and to coordinate their respective services with each other to provide access necessary health care to all appropriate Students.

WHEREAS, Pathways and School District agree to work in a collaborative manner to establish arrangements for the provision of services between the parties to coordinate and track student care.

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 school-based mental health and substance use services to students.
- B. School District agrees:
 - 1. To the extent School District is able, provide Students with a safe setting to receive school-based mental health and substance use care. School District shall provide sufficient oversight of the School-Based Services to ensure that it meets the needs of Students.
 - 2. To provide a private and confidential space on a consistent basis for clinicians to utilize for both the provision of in-person and telehealth

services to students. School will provide assistance to students, as needed to link with Telehealth. 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 Services.

- a. Pathways and School District will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
 - b. Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. To provide and maintain a list of students served and maintain a schedule on-site to assist in scheduling appointments and intakes.
4. To maintain flexibility regarding scheduling.
5. To verify who retains legal custody of the students served by requesting the parent or guardian to provide a copy of relevant court documents on the initial visit with the Provider's clinician. The School District will also photocopy said documents for the Provider's files.
6. To have parents or guardians of Students served by Provider execute renewals of fee agreements at the beginning of each school year.
7. To make their guidance counselors available for collaboration and discussion with the Provider employee assigned to the School District as needed but at least monthly.
8. To comply with all applicable laws relating to nondiscrimination.

C. Provider Agrees:

1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive needed school-based behavioral health care, including:
 - a. To provide integrated and coordinated care across a spectrum of services, including, but not limited to a health assessment, including vital signs and height and weight, conducted by a nurse either in person or telephonically via a conversation, when appropriate, with the parents/guardian of the student, in a manner that is both person-centered and family-centered, consistent with the requirements of the CCBHC demonstration.

- b. To provide behavioral health services, as appropriate, to clients upon referral from School District, provided that all established criteria for participation in Pathways' facility and programs are met.
 - c. Pathways will accept payment from Medicaid or Commercial Insurance and will waive co-pay or fee outside of payment received when billed.
- 2. To ensure parents are informed and consent to the proposed treatment plan.
- 3. To provide or arrange for the provision of necessary school-based behavioral health services to all students with identified need. This includes, but is not limited to assistance and counseling services provided to the school in response to a traumatic community event at the request of the School District.
- 4. To inform the School District in writing of any limitations in the services the Provider is able to provide.
- 5. To meet with the School District guidance counselors for collaboration and discussion as needed but not less than once a month.
- 6. To provide parents 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 child was referred to another provider for any care – to include the reason for the referral and contact information for provider where the child was referred
- 7. To comply with all applicable laws relating to nondiscrimination.
- 8. To have the Provider's employees assigned to the School District, when practicable and agreed upon by both Parties, attend applicable and appropriate School District orientation, training, and coordinated meetings to familiarize Provider employees assigned to the School District with the School District's cultural and behavioral approach to managing students with problem behaviors and approach to fostering a positive facility climate.
- 9. To provide any/all of the additional services offered by Pathways listed in Appendix A as requested to be provided by the School District.

II. Care Coordination

- a. All parties will collaborate to develop a treatment plan that is person and family centered by providing care coordination.
- b. Pathways agrees to provide intake, initial screening, and appropriate treatment to consumers presenting at Pathways for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.

- c. If such screening and/or treatment indicate the need for a high level of care, as determined at the sole discretion of the Pathways provider, consistent with requirements of privacy, confidentiality, and consumer preference and need, Pathways will assist consumers and/or their families in transitioning to that level of care. Pathways Care Coordinator will follow throughout and confirm that the transition occurred or appointment was kept.
- d. Pathways will ensure that consumers' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. Pathways will make reasonable efforts to obtain necessary consent for release of information from consumers of Pathways.
- e. Pathways will make and document reasonable attempts to contact all Pathways consumers who are discharged from any hospital within 48 hours after hospital discharge. For all Pathways consumers who present to any Hospital as a potential suicide risk, Pathways will provide prompt follow up including but not limited to updating the consumers crisis/safety plan. Pathways will make reasonable attempts coordinate consent and follow-up services with the consumer within 48 hours of discharge.
- f. Pathways and school district agree that when making referrals, that all pertinent medical information will be transferred, pursuant to applicable law and this Agreement.
- g. Pathways and school district agree that, to the extent that consumers receive care from either Party pursuant to this Agreement, such individuals are considered consumers of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third party payors, funding sources, and, as applicable, consumers, observing the Party's customary billing, collection, and discount/charity care policies.

III. Term of Agreement

- A. This Agreement may be terminated by School District or Provider at any time by giving at least thirty (30) days prior written notice.
- B. This Agreement will be for a period beginning on July 1, 2025 the "effective date" and terminating on June 30, 2026, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of the School-Based Services will be subject to each Party signing a renewal agreement.
- 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 provisions shall continue in full force and effect.

IV. Liability

- A. School District, to the extent allowable under Kentucky law, agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any and 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 School District, caused by the negligent acts or omissions of School District in the performance of the Agreement. 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, to the extent allowable under Kentucky law, agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and 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 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 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.

V. Independent Contractor

Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School District. Provider specifically 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.

VI. Reimbursement for services

Nothing in this Agreement is intended to limit Provider from seeking reimbursement for services provided hereunder from Student guarantors, or eligible third party payer sources.

**MENIFEE COUNTY
SCHOOL DISTRICT**

By: _____
Tim Spencer, Superintendent
Menifee County School District
202 Back St.
Frenchburg, KY 40322

Date: _____

PATHWAYS, INC.

By: _____
Jennifer Willis, RN, PMH-BC
Pathways, Inc.
1212 Bath Avenue, 8th Floor
P.O. Box 790
Ashland, KY 41105-0790

Date: _____

APPENDIX A

ADDITIONAL SERVICES

In addition to the traditional school-based behavioral health services provided pursuant to the Agreement, Pathways would like for you to have to option to tailor your package of services to meet the needs of the students you serve. Below is a list of additional services Pathways offers and would be happy in adding these to your MOU:

- **YES/NO** **Community Support Associate (CSA):** These services are offered in conjunction with therapy services to enhance needed skills for the student. A CSA could serve in the capacity of a self-contained classroom, alternative school or in a traditional school setting. An example of use would be if a student were to exhibit behavioral or inattention difficulties, a CSA could work, in vivo, with that student in the classroom to help them manage negative behaviors or help to introduce stills to regain focus.
- **YES/NO** **Personal Development Days:** Pathways employs many Master's Level, Independently Licensed staff who have sought specialty certifications in order to mentor other professionals. We would like to extend that offer to you in an intentional way to meet the needs of your school personnel during Personal Development days or during the summer at the Professional Training Academy. Topics include but are not limited to; Mental Health First Aid, Trauma Informed Care, Suicide Prevention, Reporting guidelines for abuse and neglect, Dealing with Grief, Bullying, Self-Mutilation, etc.
- **YES/NO** **Alternative Schools:** Pathways could provide a therapist located at the alternative school to help the district address the needs of truancy, credit recovery, and behavioral challenges.
- **YES/NO** **Psychological Evaluations:** These services are available for any student who needs more diagnostic clarification or it is suspected to have an Autism Disorder. Typically, because of the length of these sessions, they are offered at the local outpatient office.
- **YES/NO** **Risk Assessments:** Pathways therapist are able to provide a "Risk Assessment" should it be deemed necessary, to help the district make a decision for the student to return to school or if a non-established Provider client is in crisis and/or in danger of harming themselves or others. The assessment would be performed and accompanied with a letter to the district to include; a description of

the event, the behavioral and clinical observations, scores on specific clinical instruments used, diagnosis, and recommendations.

- **YES/NO** **Adolescent Intensive Outpatient Program (IOP):** These services are typically designed for students exhibiting substance use disorders and need more treatment than traditional outpatient therapy to remain in school. Students can be referred from the FAIR team or the school and the service can be offered at the school, after school has dismissed or in the local outpatient office.
- **YES/NO** **Employee Assistance Program (EAP):** Pathways has come to realize that having a career in Education can prove to be stressful and challenging attempting to meet demands from many areas of life. We are now offering EAP services where the district could offer its employees three therapy sessions at any of our outpatient offices, reimbursed by the district to Pathways. If services are required beyond the three sessions, the employee would then be responsible for billing their own medical insurance.