



**Surpass Behavioral Health  
Applied Behavior Analysis (ABA) Therapy Provider**

**MEMORANDUM OF UNDERSTANDING**

Effective 10/28/25, this Memorandum of Understanding (MOU) and collaborative services agreement between the staff of Hopkins County Schools and Surpass Behavioral Health (SBH) establishes the following components:

**I. PURPOSE**

The purpose of this agreement is to formalize a partnership and working relationship, and to identify and stipulate the type and extent of services to be provided by SBH ("Provider") for mutual students-clients.

The partnership aims to deliver comprehensive services and promote skill generalization between home and school for students with autism spectrum disorder, in areas shared by the school district and agency.

**II. GOALS**

The goals of the partnership are:

- 1) To coordinate the service process for students - clients, ensuring the non-duplication of services.
  - 2) Provide students-clients with services intended to span all parts of their behavioral needs. The services provided by the Provider are not in the students Individualized Education Program and not needed for a Free Appropriate Public Education but are intended to link the school with the out of school needs of the student.
  - 3) Develop a collaborative and cross-agency model to discuss and co-manage mutual students in order to improve the delivery of care for complex students.
- School and SBH will collaborate as team members in meeting a student's needs by conducting assessments, developing treatment plans, and reviewing ongoing training and services.

**III. SERVICES PROVIDED**

The Provider will:

- 1) Work only with the student-client under their care. The treatment plan cannot include modification of other students' behavior. The treatment plan is limited in scope to only the student they are providing care for.
- 2) Maintain confidentiality of student-client information shared between the two agencies in accordance with HIPAA, FERPA, and other relevant state and federal privacy and security laws

and regulations. All information about other students in the settings where the treatment plan is delivered will be kept private and confidential including names, likeness, descriptions of other students' behaviors, the types of skills or academics other students are working on, etc.

Information about other students will not be provided to the family in any way, shape, or form.

3) Agree that Treatment Plans and other implementation cannot include mass extinction of aggressive or violent behaviors in the school environment. The outside agency treatment in the school environment cannot be significantly disruptive to instruction/teaching.

4) Adhere to additional agreements:

- a. SBH will obtain appropriate Releases of Information (ROI) from parent of student to exchange relevant treatment and intervention information with school personnel.
- b. SBH will provide a copy of the student's treatment plan and agrees to provide evidence-based treatment to student.
- c. SBH will maintain privacy of student and peers by releasing only that information which is relevant to a student's treatment (and only in the case of appropriate ROIs).
- d. SBH will ensure that students have right to privacy, dignity, and respect & freedom from coercion and restraint.
- e. SBH will provide training to school personnel on student's individualized needs and treatment plan.
- f. SBH will bill the student's insurance and/or hold parents financially responsible for services rendered in school setting.
- g. SBH will maintain positive and open lines of communication with relevant school personnel.
- h. SBH will collaborate with school personnel on desired schedule of services to minimize classroom disruptions.
- i. SBH will maintain background checks and drug screens for all employees.
- j. SBH will provide CPR and First Aid training to all employees as well as maintain all renewals prior to expiration.
- k. SBH will provide school personnel with contact information for a supervisor.
- l. School will communicate with SBH regarding school and classroom policies.
- m. School will communicate with SBH for scheduling purposes and communicate changes to schedule as soon as possible.
- n. School will contact SBH supervisor with questions or concerns regarding student's treatment plan.
- o. SBH will agree not to use Kaylie Adcock and Kanen Hamby to work in the Hopkins County Schools.

#### **IV. ADDITIONAL PROVISIONS**

Hopkins County Schools reserves the right to enter into arrangements with other providers, whether for the same or similar services.

## **V. COMPENSATION**

There will be no compensation or payment to either party by the other under this agreement. SBH will not hold the Hopkins County Schools financially responsible for services unless explicitly contracted to do so. For the purpose of this contract, the designated student's private/personal insurance is responsible for paying for the services provided by SBH and the Hopkins County Schools is allowing services to be rendered on site. SBH will bill the student's insurance and/or hold parents financially responsible for services rendered in school setting.

## **VI. COMPLIANCE WITH LEGAL REQUIREMENTS**

Both parties shall comply with all applicable federal, state and local laws and shall abide by all mandated statutes. Both parties agree to serve students without regard to color, creed, religion, race, ethnicity, gender, gender identity, sexual orientation, nationality, and/or physical or mental disability.

## **VII. INDEMNIFICATION AND INSURANCE**

The Provider will hold harmless, and indemnify the District and their officers, agents, and employees from any and all liabilities including, but not limited to any claims from death, sickness, or other personal injury or injury to property, including without limitation all consequential damages, for any cause whatsoever arising from or connected with its service, except if it resulting from the negligence of their agents, and/or employees.

Each party will ensure that it and its employees providing services will be solely liable for services provided by it and its employees/contractors and the district will not be liable for any damages arising from any acts or omissions in connection with the services provided by the Provider.

## **VIII. EXECUTION OF MEMORANDUM OF UNDERSTANDING**

The parties agree that:

- 1) This MOU shall be reviewed annually. Any amendments or modifications to this MOU shall be executed in writing by both parties.
- 2) This MOU shall commence on the date of execution by both parties.
- 3) This MOU reflects the entire agreement between the parties.

This Memorandum of Understanding (MOU) is entered into by the above parties and shall commence on the date of execution by both parties and shall continue unless otherwise terminated. Either party, however, may modify, amend, or terminate this MOU with 30 days' written notice.

The terms of this agreement are valid for one calendar year. It is contingent upon approval from Hopkins County Schools.

<b>Local Clinic Site:</b>	<b>Billing Address:</b>
Surpass Behavioral Health (SBH)	Surpass Behavioral Health (SBH) Corporate Office
1081 Thornberry Drive	PO Box 931142
Madisonville, KY 42431	Atlanta, GA 31193-1142

<b>Surpass Behavioral Health (SBH) Representative</b>	<b>Hopkins County Schools Representative</b>
Signature: <i>Daniel Byrdsong</i>	Signature:
Printed Name: Daniel Byrdsong	Printed Name:
Title: CEO	Title:
Date: 10/30/25	Date: