

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 medical necessary 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 behavioral health services provided by the 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 medically necessary behavioral 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 behavioral health services will be subject to each Party signing a renewal agreement.

C. School District Agrees:

- 1. To the extent the School District can, provide the Students with a safe setting to receive behavioral health services. The School District shall provide sufficient oversight of the behavioral health services to ensure that it meets needs of Students.**
- 2. To provide a private and confidential space on a consistent basis for Provider’s service providers 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 behavioral health services.**
- 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 comply with all applicable laws relating to nondiscrimination.**
- 6. To ensure that the Provider’s service providers 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/guardian with the opportunity to receive behavioral health services with approved insurances.**
- 2. To ensure parents/guardians are informed and consent to the proposed treatment plan.**
- 3. To provide or arrange for the provision of necessary behavioral health services to Students with identified needs.**
- 4. To inform the School District in writing of any limitations in services the Provider is able to provide.**
- 5. To provide parents/guardians and the School District 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 the 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 the Provider's service 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.
 - 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 Provider's service provider has been given permission to observe or provide direct therapy services to their Student. Referral forms for the Provider's services are available from the school guidance counselor.
8. Once this information is received, the Provider's service providers may be allowed to come and observe or provide direct therapy services to the identified Student 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 Provider's service provider 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 District needs to cancel an appointment or not allow an external provider to return to the school setting, the Provider will be notified.
 - d. When in the building during the school day, the Provider's service provider must provide a photo I.D. as well as sign in and out at the school office.
9. The Provider's service providers 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, who will respond within a reasonable time of notification (at least 24 hours in advance). Allowances will be made by the principal or designee if the 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 School District's Board of Education Office.
 - c. After dates and times are set, the teacher involved is notified in advance (by school personnel) of the arrangement 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 the 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, 2026** to **July 31, 2027**.
- 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 the parent/guardian, insurance providers, 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 the 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 the Provider and damage to property including property of the School District, caused by the negligent acts or omissions of the School District in the performance of the Agreement. The Board of Education of the School District's duty to indemnify the Provider under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from the Provider's negligence or willful misconduct.

B. The 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 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 the School District, and damage to property including property of the 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 the School District's negligence or willful misconduct.

IV. Independent Contractor

The Provider is, for purposes, an independent contractor and shall not be deemed an employee of the School District. The 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 the 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 District believes a Student is appropriate for behavioral health services provided by Provider, a referral can be made to either the school staff or to the Provider's intake team at regroup@rameyestep.com or 606-547-4400.

3. The Student will be assessed as quickly as possible, and authorization will be requested if medical necessity is met. 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 parent/guardian understand the services being offered.

Newport Independent School District

By: _____
Superintendent

Date: _____

Ramey Estep/Re-group

By:  _____

Ginny Anderson, CEO
Ramey Estep/Re-group
2901 Pigeon Roost Rd.
Rush, KY 41168

Date: 5/19/20