

MEMORANDUM OF AGREEMENT FOR MENTAL HEALTH SERVICES AND BEHAVIORAL AND FAMILY SUPPORT

This memorandum of Agreement made and entered into on this the date hereinafter stated, by and between the ██████████ County Board of Education , parties of the FIRST PART and SOMERSET MENTAL HEALTH,PSC party of the SEDCOND PART.

TO WIT: The purpose of the agreement is to reduce writing the agreement and understanding to provide mental heal and dual- diagnosis. (Mental Health/Substance Abuse) for school-base treatment services for the 2016 and 2017 academic school year.

The general terms of this agreement are that the First Party will provide space and other consideration more particularly stated herein the Second party will provide counseling and other psychological services, also more particularly stated herein , to the student that is attending ██████████ County School .

To accomplish the purpose of this agreement, the parties do agree as follows:

1. A meeting involving the School Principal, the Family Resource Center Director, the School Counselor (if one is available) and a 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, line of authority, procedures for offering services, and 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 occur 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 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 temporality or permanently, the changes will be worked out between the therapist and the Family Resource Center Director, who will notify the School Principal. The assigned therapist will remain the same barring illness, resignation, or position transfer. If any of these occurrences, 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 certification of a licensed clinical social worker, as that term is defined in the Kentucky Revised Statutes and Kentucky Administrative Regulations.

 - B. Case Managers, employed by the Second Party for the purpose of performing services pursuant to this agreement shall have minimum qualifications of a Bachelor’s Degree in Human Services.

4. In the case of a traumatic community event, the therapist for Somerset Mental Health, PSC will assist the school in addressing providing counseling services to the students at the request of the school. No private records will be kept by Somerset Mental Health, PSC regarding the event.

5. The Family Resource Center Director 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 Jason Thayer, LCSW

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- 1) The therapist will notify the school if they will not be at the school preferably 24 hours prior to the scheduled day, or by 7:50 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 8:30AM.
- 2) If illness or indisposition persists for three weeks, a new therapist will be assigned to fill in temporarily until the assigned therapist returns. If a change of therapist occurs, parents will be notified by letter.
- 3) If the therapist has a problem at the school. He/She will discuss it with the FRYSC Director who will decide to discuss it with Principal or call a meeting to work it out.
- 4) If the Principal has a problem with the program, he/she can discuss it with Jason Thayer, LCSW, who will decide to speak to the therapist or appropriate party or call a meeting to work it out.
- 5) If a parent has a problem with the program and wishes to discuss it with the therapist, the FRYSC Director or Principal can notify the therapist that the parent should be contacted.
- 6) All referrals for services will be made through the School Principal, FRYSC Director, or Guidance Counselor. If a teacher feels that a child is in need of mental health services and refers the child, the school personnel will notify the

parents either by a home visit, school visit, or phone regarding the referral. If the parent is agreeable to the child receiving mental health services at school, the school personnel will make an appointment for an intake meeting with the intake workers at the outpatient clinic in the county that services are being provided. The FRYSC director will call the parent with the appointment time. The intake workers will ask the following information over the phone: Child's name, SSN, DOB, home address, home phone, parent's/ guardians name and address and the nature of the problem. The parents will need to bring proof of custody, if there has been a divorce (only custodial parents can sign permission for the treatment) or custody is otherwise assigned either temporarily or permanently.

- 7) 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.
6. Children 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 may 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) and the principal. 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.
7. Payment for services will be by medical card, insurance, parent, or by school-based services grant. 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.

8. Children will be seen by appointment at the school. A copy of the appointment schedule will be given to the school personnel a week in advance, who will arrange to get each child out of class in the least obtrusive manner at the appointed time. 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.
9. If the referral has been reported by a school principal, the student's progress or lack of progress will be made by therapist as either the therapist or principal deem necessary.
10. If the child has not been seen at school due to illness, but the parents feels the child is at risk, the child may be brought to the Second Party's clinic for treatment.
11. If the child is in crisis after hours, assistance can be sought at any hour by calling 606-679-6995 and using the on call number on the answering machine. This phone number shall be made known to the parent or guardian or any student receiving services under this agreement. During office hour the therapist can be contacted at 606-679-6995.
12. Parents will be expected to participate in the treatment planning for the child and to meet with the therapist either at the school or at the outpatient clinic at least monthly. A therapist may request a case conference with the parents and the school if warranted. School personnel may be asked to assist in accession or contracting parents if difficulties arise.
13. The school will provide an appropriate and confidential meeting space with a telephone, if possible, to the therapist.
14. If the child is in a crisis and is in danger of harming itself/ others, the therapist can provide crisis intervention services whether or not the child is a client. 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 can assess the child and make a referral to the outpatient clinic or a psychiatric facility, if necessary, but only with the permission of the parent.

15. The Second Party, in addition to therapy services, may also provide counselling services, behavioral intervention and behavioral consultation for students pursuant to this agreement.
16. The Parties hereto agree that they will make every effort to share information; 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.
17. Treatment records will be housed at the outpatient clinic. No record keeping or billing will be done at the school.
18. 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.
19. 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 of 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.

20. All persons employed or acting behalf of the Second Party who will be on the school premises pursuant to performance of this agreement shall have criminal background checks by the Second Party. The Second Party shall have the duty and responsibility of information 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.

21. 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 ██████████ County Board of Education. The Second Party assures the First Party that no proprietor, partner (general or limited) , shareholder, or employee of the Second Party who is earning company profit of benefitting financially as a result of this agreement, or their spouse or "relative" as the term is defined as KRS 160.180, will seek election to the ██████████ County Board of Education (The First Party) during the term of this agreement because the parties hereto agree that the same would violate KRS 160.180.

22. Any branch 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 allege breach without any further notice and without further obligation by the party giving such notice.

CONFIDENTIALITY

1. The Provider by signing this agreement,

- a. Assures that any information received from the Board fo 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 19696, Public Law 104-191, known as “the administrative simplification provisions,” The ██████████ 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 HIPPPAA 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.

Somerset Mental Health, PSC acknowledges and agrees that all Protected Health Information that is created or received by the ██████████ County Board of Education and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Board of Education or its opening units to Somerset Mental Health, PSC or is created or receive by Somerset Mental Health, PSC on The Board of Education’s behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIRMENTS

(a) Somerset Mental Health, PSC agrees:

- i. To use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in this contract between parties evidencing their business relationship or (2) as required by applicable law, rule or regulations, or by accrediting or credentialing organization to whom ██████████ County Board of education __ is required to disclose such information or as otherwise permitted under this agreement, or the HIPAA Privacy Rule, and (3) as would be permitted

by the HIPAA Privacy Rule if such use or disclosure were made by

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- ii. At termination of this Agreement, or upon request of ██████████ County Board of Education, whichever occurs first, if feasible, Somerset Mental Health, PSC will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of that Somerset Mental Health, PSC still maintains in any form and retains no copies of such information, or if such return or destruction is not feasible, Somerset Mental Health, PSC will extend the protections of this Agreement to the Information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
- iii. To ensure that its agents, including a subcontractor, to whom it provides protected Health Information received from or created by Somerset Mental Health, PSC on behalf of ██████████ County Board of Education, agrees to the same restrictions and conditions that apply to Somerset Mental Health, PSC with respect to such information. In addition, Somerset Mental Health, PSC agrees to take reasonable steps to ensure that its employees' actions or omission do not cause Somerset Mental Health, PSC to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Somerset Mental Health, PSC may use and disclose Protected Health Information as follows:

- I. If necessary, for the proper management and administration of Somerset Mental Health, PSC or to carry out the legal responsibilities of Somerset Mental Health, PSC provided that as any such disclosure, the following requirements are met:
 - A. The Disclosure is required by law; or
 - B. Somerset Mental Health, PSC obtains reasonable assurance from the person to whom the information is disclosed that it will be held confidentially and used for

further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Somerset Mental Health, PSC of any instances of which it is aware in which the confidentiality of the information has been breached;

- II. For data aggregation services, if to be provided by Somerset Mental Health, PSC for health care operations Of MCBE pursuant to any agreements between the parties evidencing their business relationship. For the purposes of this agreement, data aggregation service means the combining of Protected Health Information by Somerset Mental Health, PSC with the Protected Health information received by Somerset mental Health, PCS its capacity pursuant to this Agreement, to permit data analyses that relate to the health care operation of the respective covered entities.
- III. Somerset Mental Health, PSC will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this agreement. The Secretary of Health and Human Services shall have the right to audit Somerset Mental Health, PSC's record and practices related to use and disclosure of Protected Health Information to ensure MCBE's compliance with the terms of the HIPAA Privacy Rule. Somerset Mental Health, PSC shall report to MCBE any use or disclosure of the Protected Health Information which is not in compliance with the terms of this agreement of which it becomes aware. In Addition, Somerset Mental health, PSC agrees to mitigate, to the extent practicable,

any harmful effect that is known to Somerset mental Health, PSC of a use or disclosure of Protected Health Information by Somerset Mental Health, PSC in violation of the requirements of this Agreement.

III. Availability of PHI

Somerset Mental Health, PSC agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Somerset Mental Health, PSC agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Somerset Mental Health, PSC agrees to make Protected Health Information available for the purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. Confidentiality of Education Information

The Provider assures the confidentiality of all personally identifiable information, written and verbal, provided by or about any student receiving services under this agreement, and shall not release any information to a third party other than the School herein, except as authorized by the informed written consent of the student or the parent of a student under 18 years of age, or as otherwise permitted by state and federal law and regulation, in accordance with the Federal Family Educational Rights and Privacy Act (FERPA)

It is Agreed this 2nd day of July , 2015

First Party: _____

 County School Representative

Superintendent

Second Party: _____

Somerset Mental Health, PSC