### **Gentry Public Schools**

## **School Based Mental Health Service Agreement**

## Friendship Community Care-Connections Behavioral Health

### 2023-24 School Year

This agreement is between the	Gentry Public Schools and
	for the 2023-24 school year.

# **Purpose:**

The partners herein desire to come together in a collaborative partnership to provide behavioral health services to children identified as in need of such services on the campus of Gentry Public Schools.

## The school based mental health provider agrees to:

- Annually provide documentation of qualifications (proof of licensure, liability insurance, evidence of background check, including child maltreatment check) of all staff providing school-based services:
- Provide the school with an updated list of staff (MHP's and QBHPs) who will serve students in the schools, including updated contact information, on an annual or as needed basis
- Provider will comply with Gentry Public Schools established protocol for providers, which
  includes signing in and signing out of buildings, obtaining a visitor's badge, and abiding
  by the school faculty dress code;
- Take responsibility for all insurance/3<sup>rd</sup> party payor billing;
- Comply with HIPAA, personal health information use and confidentiality;
- Ensure communication complies with state and federal laws, including but not limited to, HIPAA and FERPA

### **Responsibilities of the District:**

- Gentry Public Schools will provide space, as available, for counseling sessions that provide confidentiality to the students;
- Gentry Public Schools will provide reasonable access to facilities;
- Gentry Public Schools will comply with HIPAA, personal health information use and confidentiality;
- Gentry Public Schools will ensure communication complies with state and federal laws, including but not limited to HIPAA and FERPA.

**Executive Date**: This agreement will be in full effect from the beginning of the 2023-2024 school year and is effective through May 2024.

<u>Modifications:</u> Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being executed.

<u>Liabilities:</u> It is understood that neither party to the MOU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students, however caused, to the extent allowed by their respective state and federal laws.

## **Cause for Termination:**

- Gentry Public Schools or Friendship Community Care-Connections Behavioral Health may terminate this agreement earlier without cause with written, thirty-day notice provided to either party.
- Friendship Community Care-Connections Behavioral Health maintains the right to terminate this agreement if any of the following occur:
- o There is a lack of qualified staff to provide the necessary mental health services.
- o The presence of Friendship Community Care-Connections Behavioral Health staff on the school campus(es) is no longer beneficial to either party.

School Based Mental Health Therapy	Date
Company Representative	
Gentry Public Schools Designee	Date