

AGREEMENT

Yellowstone Boys and Girls Ranch
1732 So. 72nd Street West - Billings, MT 59106
Ph: (406) 655-2100 - Fax: (406) 656-0021
&

Browning Public Schools
Administration Offices
P.O. Box 610
Browning, MT 59417
Ph: 406-338-2715 - Fax: 406-338-2708

Comprehensive School and Community Treatment Services

This Comprehensive School and Community Treatment Services Agreement (Agreement) is made and entered into this **June 1, 2021** by and between **Yellowstone Boys and Girls Ranch (YBGR) and Browning Public Schools (School District)**.

RECITALS

WHEREAS, YBGR provides an array of mental health services to emotionally disturbed youth and has extensive experience providing Comprehensive School and Community Treatment Services (CSCT); and

WHEREAS, the School District wishes to retain YBGR to perform School Based Comprehensive School and Community Treatment Services (CSCT) to students enrolled in the School District who are authorized to receive CSCT services; and

WHEREAS, YBGR is willing and able to render said services to those students in the School District authorized to receive CSCT services, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Terms

This Agreement shall be effective as of the June 1, 2021 and shall continue in effect through June 30, 2022, unless earlier terminated as provided in paragraph 7 below.

2. YBGR Services

- a. YBGR agrees to render CSCT services as provided herein and in accordance with the Statement of Work attached hereto as Exhibit I and incorporated by reference. For the purposes of this Agreement, Comprehensive School and Community Treatment Services or "CSCT" shall mean mental health center services as defined in the State of Montana administrative rule **37.87.702**. For the purpose of this agreement CSCT is the only Mental Health Center service provided that is billed through the School District. YBGR shall maintain clinical records including service documentation supporting the provision of CSCT services to the School District in sufficient amount to enable School District or the School District's contracted billing agent, to bill for third party insurer covered services provided to Medicaid eligible children. All CSCT records maintained by YBGR hereunder will be available for review by appropriate School District

personnel to verify billing activity upon request. Furthermore, YBGR agrees to bill third party insurers, students and/or student families for all CSCT mental health services provided to students as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third party payment sources. For those children ineligible for Medicaid, YBGR will invoice the student and or the student's family for services rendered following the YBGR fee schedule.

- b. The CSCT mental health services to be provided to students by YBGR pursuant to this Agreement and the eligibility criteria and referral processes related to such services, are separate and distinct from eligibility criteria, referral processes, and special education services provided free of charge pursuant to and as part of the Free Appropriate Public Education requirements of the Individuals with Disabilities Act. School District agrees to cooperate with and assist YBGR in providing information and documentation as necessary for YBGR to demonstrate to third party insurers or other payers that the services provided under, this Agreement are not services that a student is entitled to receive free of charge from the School District. In the event that any services provided by YBGR under this Agreement are determined to be special education services which a student is entitled to receive free of charge from the School District as part of the Free and Appropriate Public Education requirements of the Individuals with Disabilities Act, an Individual Education Plan will be developed by the School District and YBGR will be paid by the School District for such services pursuant to the usual and customary schedule for CSCT services.

3. School District Services.

1. School District agrees to provide YBGR with private office space which is soundproof enough that conversations cannot be heard outside the walls of the office, phone, and Internet access provided the entire fiscal year and reasonable office supplies to support the provision of CSCT services in the School District. In addition, in accordance to ARM 37.87.1802, treatment space must be available and large enough to host a group during school and non-school days.
2. The school must describe the implementation of a school wide positive behavior intervention and support program as described in ARM 37.87.1802.
3. The school district is responsible to know and adhere to all Administrative Rules of MT which apply to CSCT services as the school is considered the "provider" of services.
4. YBGR completes all documentation within an Electronic Medical Record (EMR) that is internet based. Adequate Internet access to perform the functions of the EMR is necessary and a required part of this agreement. To further define this provision:
 - YBGR requires Internet access to be unfiltered for YBGR-owned devices in order to provide access to necessary work resources, computer management and to protect privacy. This may require special configuration by School District of networking devices such as firewalls, wireless access points and switches and/or software devices such as content filters.
 - YBGR agrees to maintain a software-based firewall, content filter and anti-virus product on any YBGR-owned equipment. This filter shall comply with CIPA requirements generally although student/client access on YBGR devices is not typical.
 - YBGR at School District request agrees to notify School District of all devices (and relevant data such as MAC address and purpose) to be used before they are placed in order for School District to have necessary time to add or modify policies, not to exceed 14 days.
 - YBGR requires the use of a YBGR-provided network printer. Traffic to/from this device and YBGR devices shall also be unfiltered in a similar manner. Printing devices will need to be able to reach SMTP over SSL on the public Internet to function properly.

4. Compensation.

YBGR will submit claims and/or statements for reimbursement to all identified potential payers according to the Fee

Schedule attached hereto as Exhibit 2 and by reference made a part of this Agreement.

5. Manner of Payment.

YBGR will submit Medicaid billings for CSCT reimbursement under the School District Medicaid provider number. YBGR will assume all responsibility for Medicaid reimbursement collection and request for payment denial appeals. YBGR shall be permitted to and shall be responsible to bill student, student's family, third party insurers and any other identified potential payers for services provided hereunder, as applicable. As a condition of providing services to a student, YBGR may require students, the parent or guardian of students, to execute such documents as YBGR deems appropriate, including but not limited to treatment consent, assignment of insurance benefits, payment agreements and authorizations for release of information.

6. Status as Independent Contractors,

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties to recover third party or Medicaid payments. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

- a. Ineligible for Employee Benefits. YBGR and its employees shall not be eligible for any benefit available to employees of the School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, TRS, savings plans and the like.
- b. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to YBGR under this Agreement. YBGR agrees to pay all state and federal taxes and other levies and charges for staff they employ. YBGR agrees to defend, indemnify and hold School District harmless from any and all liability resulting from any failure to do so.

7. Termination.

Either party may terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may be terminated by School District or YBGR without prior notice if:

Montana DPHHS for any reason terminates Medicaid coverage of the CSCT program in the State of Montana (ii) Montana DPHHS no longer allows the School District to seek payment of Medicaid reimbursement for the provision of CSCT services to Medicaid eligible children, or (iii) YBGR does not meet federal and state CSCT licensure and service requirements.

Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

8. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, YBGR shall immediately terminate the services hereunder, and shall deliver promptly to School District all property relating to the business and work of the School District. Such property shall include but not be limited to all student records, office space, phone, computer, printer, Internet, and reasonable office supplies.

9. Changes

School District may, at any time by written order, make changes in YBGR's work within the general scope of the

Statement of Work. If any change under this section causes an increase or decrease in YBGR's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly. In addition, the parties agree to negotiate in good faith to revise this Agreement in the event of (i) legislation or court action that affects this Agreement or State Medicaid Coverage; (ii) changes in the funds available that affect this Agreement; or (iii) other changes reasonably requested by School District necessary to make this Agreement consistent with federal and state Medicaid billing requirements. In the event the parties are not able to negotiate an equitable adjustment as a result of changes in the cost of YBGR's services, or are not able to negotiate a revision due to the other reasons set forth above, this Agreement shall immediately terminate.

10. Standard of Performance.

YBGR warrants and represents that it possesses the skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. YBGR agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement. YBGR agrees to complete a background check on all employees and YBGR employees will comply with and honor the School District's drug/alcohol, anti-discrimination, and weapons policies.

11. Indemnification.

YBGR agrees to defend, indemnify and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) the negligence or willful misconduct of YBGR, its employees or agents, which occurs during its performance of its obligations under this Agreement and/or (ii) a breach by YBGR of its obligations under this Agreement.

The School District agrees to defend, indemnify and hold YBGR harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) acts or omissions of the School District, its employees or agents, and/or (ii) a breach by the School District of its obligations under this Agreement.

12. Insurance.

YBGR agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the services will be performed. [Note: counsel for each district should judge the adequacy of the required coverage.]

- a. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than \$1,000,000 per occurrence / \$2,000,000 aggregate operations, promises, independent contractors, products/completed operations, personal injury and advertising injury.
- b. BUSINESS AUTOMOBILE LIABILITY insurance with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage for all owned, non-owned and hired vehicles.
- c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory, limits for workman's compensation and limits not less than \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 each disease including occupational disease.
- d. PROFESSIONAL LIABILITY in the amount of \$2,000,000.
A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form. Claims made forms are not acceptable except for Professional Liability. Upon the request of School District, YBGR will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies

evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. The policies (except for workers' compensation) shall name School District as additional insureds.

13. Compliance.

YBGR represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. YBGR agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all School District policies and procedures relating, directly or indirectly, to YBGR's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity.

14. Medicaid Repayment.

In the event that, after YBGR's receipt of payment from Medicaid through the School District, Medicaid determines for any reason through an audit or otherwise that the School District and YBGR were not entitled under applicable state and federal laws, regulations and rules to certain Medicaid payments for CSCT services, then YBGR is obligated to repay to Medicaid all such payments. YBGR and the School District may appeal this determination and request a hearing pursuant to applicable state and federal laws, rules and regulations. The decision to appeal such a determination shall be YBGR's alone, and the School District shall cooperate to the extent necessary.

15. Miscellaneous.

- a. Survival. The obligations assumed by YBGR pursuant to paragraph 5 hereof shall survive the expiration or early termination of this Agreement.
- b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court,
- c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written *agreement* executed by all of the parties hereto.
- d. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Montana, without regard to choice of law principles. The parties agree that the venue for legal actions related to this Agreement shall be the state and U.S. Federal courts for the State of Montana in or reasonably near the county in which the School District's central office is located.
- e. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by YBGR without the prior written approval of School District. Approval may be withheld in the sole and absolute discretion of School District.
- f. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. All notices will include a designated receiver, also inclusive in the address. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

- g. Records; Inspection. YBGR shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All service/program notes, books, medical records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by School District and/or the Montana Department of Public Health and Human Services and/or Centers for Medicare and Medicaid Services and their designees, during YBGR's usual business hours and Upon prior notice. YBGR shall retain all medical service progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.
- h. Partial invalidity, if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining *provisions* shall nevertheless continue in full force without being impaired or invalidated in any manner.
- i. YBGR recognizes that the School District is not a healthcare organization. YBGR has an obligation as a covered entity to comply with HIPAA and HITECH federal regulations. YBGR will require a release of information to be authorized for each client receiving CSCT services to disclose information to School District. Such a release will allow YBGR to comply with records inspection and coordination of services outlined in the Agreement. YBGR reserves the right to withhold information defined as PHI in 45 CFR 160.103 if a request compromises the ability for YBGR to remain compliant with HIPAA and HITECH federal regulations.
- j. School District agrees to protect the privacy of clients by limiting the discussion and disclosure of client information related to services provided by YBGR to the minimum personnel necessary. School District agrees to notify YBGR in a timely fashion of any potential or known unauthorized disclosures. If the School District requires collection and retention of records containing PHI outside of YBGR a business associate agreement may become necessary.
- l. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS THEREOF, YBGR has caused its name to be hereunto subscribed by its Representative and the said School District has caused its name to be hereunto subscribed by the Chairman of its Board and its Superintendent on the dates recorded below.

By: Michael Chavers, CEO - Yellowstone Boys and Girls Ranch

Date

By: Superintendent

Date

By: School Board – Chairman

Date

EXHIBIT 1
STATEMENT OF WORK

Yellowstone Boys and Girls Ranch will provide, in partnership with the School District the following services and documented processes:

1. Meet all program requirements as required by the State and Federal standards for CSCT.
2. Ensure all eligible children within the CSCT sites, as appropriate, who meet the described criteria for service, are considered for admission to the program;
3. Provide as directed in ARM 37.87.1802, a specific enrollment process that includes the CSCT licensed or in-training mental health professional and a school administrator or designee. Such referral process will ensure that a youth have access to services prioritized according to acuity and need. In addition, current case load considerations will be made in terms of a wait list and near-term discharges.
4. Ensure that all staff ratios and caseload requirements meet current State and Federal standards; In the case of unforeseen circumstance, YBGR may temporarily stop providing CSCT services when in absence of qualified staff to meet program requirements. When possible YBGR will provide unbundled services until qualified staff is retained.
5. Develop and implement a CSCT plan of treatment in cooperation with the District for child enrolled in CSCT services. In accordance with ARM 37.87.1802, the role of the school counselor and the school psychologist, as appropriate will be identified in the provisions of mental health services and supports to youth including coordination with the CSCT program.
6. Provide treatment, crisis management and discharge planning services to enrolled children;
7. Provide 90-Day updates to the child's plan of treatment to the District and pertinent *agencies*;
8. Provide for family involvement in treatment and discharge planning and in the course of treatment;
9. Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.
10. Ensure that all available financial resources for support of services including third party insurance and parent payment are utilized;
11. Bill all third parties for services provided to non-Medicaid eligible children including family members; and
12. Ensure that service delivered is adequately documented to support the reimbursement received.
13. YBGR offers a year-round CSCT summer program when clinically appropriate for the youth. The school will ensure continued office space, and internet access (provisions of #3, page 2 above).
14. YBGR will invite the School District to participate in the interview process of the staff. The School District and YBGR must agree to the YBGR personnel who will be hired for the CSCT team.

Michael Chavers, CEO Yellowstone Boys and Girls Ranch

Date

Superintendent

Date

EXHIBIT 2

FEE SCHEDULE & BILLING PROCESS

YBGR will provide the direct CSCT services and bill for those services following this procedure:

1. YBGR will provide CSCT services to enrolled (clients) students authorized to receive CSCT services.
2. The YBGR billing department will work with the designated School District staff to obtain a CSCT Medicaid provider number for the School District. For Medicaid eligible students, YBGR will bill Medicaid using the School District CSCT Medicaid provider number.

YBGR Community Based Services – Fiscal Dept.

1732 72nd St. West

Billings, MT 59106

Attention: Chrystal Sanders Email: csanders@ybgr.org

Fax: (406)651-2783 Phone: (406) 655-2100

3. For those students who are Medicaid eligible, YBGR will bill Medicaid at YBGR'S usual and customary rate of \$28.00 per 15-minute unit of service. For those students who are not Medicaid eligible, YBGR shall bill the student, the student's parent or guardian, third party insurer, or any other payor source according to its sliding scale fee schedule for CSCT services.
4. Medicaid payments for services provided will be sent by Medicaid to the School District with an attached Explanation of Benefits (EOB). EOBs will be viewed and printed from the Montana Medicaid website by the YBGR accounts receivable manager for YBGR's purposes. Therefore, postal mailings of the EOBs are no longer required.
5. For those students who are Medicaid eligible, the School District will pay YBGR at the 1st A/P cycle following receipt of Medicaid payment and corresponding invoice from YBGR. If the School District needs an invoice for payment, this process can be arranged through the YBGR accounts receivable manager.
6. The School District will be responsible to certify the non-federal match for CSCT services provided to Medicaid students once per year. The School District will be responsible to maintain a record of the total Medicaid payments for Medicaid CSCT and disbursements to YBGR. YBGR will assist the School District in understanding how to fulfill its responsibility with regard to compliance with state requirements.
7. YBGR will be responsible for all billing and collection of payment for non-Medicaid CSCT clients.
8. If requested YBGR will provide the School District a list of students enrolled in and students discharged from the CSCT program.

Payments for services will be mailed to:

Yellowstone Boys and Girls Ranch

1732 South 72 Street West

Billings MT 59106