

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 6/29/16



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
 This action request pertains to Elementary (only) High School/District Wide

Date: 6/20/16

To: **John Rouse**
 Superintendent

From: Jason Andreas
 Title: Executive Director

Subject: **Alta Care CSCT Contract**

Description: Jason Andreas, Executive Director is requesting the approval of the 2016-17 CSCT contract with Alta Care. Alta Care provides youth with tier 3 therapeutic mental health counseling through Medicare reimbursement in our schools at no cost to the district or students. We are recommending continuing this successful endeavor and have made adjustments to the contract to improve integration into our district.

Financial Impact:

Funding Source (Budget/grant, etc.):

Attachment(s): **2016 Alta Care Contract**

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

School-Based Comprehensive School and Community Treatment (“CSCT”) and Mental Health Services Agreement

This School-Based Comprehensive School and Community Treatment (“CSCT”) and Mental Health Services Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2016, by and between Altacare of Montana, a Mental Health Center, (“MHC”), and Browning School District (the “School District”). MHC and the School District are the “parties” to this agreement and may be referred to individually as “party.”

RECITALS

WHEREAS, the School District is a Montana public school district organized and operated pursuant to Montana law;

WHEREAS, the School District wishes to retain MHC to perform school-based Comprehensive School and Community Treatment Services (CSCT) to students enrolled in the School District authorized to receive CSCT and make available other mental health outpatient services for those students not eligible for CSCT (collectively referred to herein as “Services”). For the purposes of this Agreement, CSCT services are those defined by the Montana Department of Health and Human Services (DPHHS) in the Administrative Rules of Montana (ARM) 37.106.1902(7).

WHEREAS, MHC is willing and able to provide the Services,

WHEREAS, the School District wishes MHC to bill all Services on behalf of the School District, and MHC is willing to do so and is willing and able to satisfy all federal and state requirements, including, but not limited to, licensure requirements, to enable School District to seek payment of Medicaid and third-party payor funds for the Services.

AGREEMENT

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

1. Term.

This Agreement shall be effective as of **July 1, 2016** and shall continue in effect through **June 30, 2017**, unless earlier terminated as provided in paragraph 8 below.

2. MHC Services.

a) MHC agrees to provide school-based Comprehensive School and Community Treatment Services (CSCT), as those services are described in current and applicable Montana statutes and administrative rules, to students enrolled in the School District authorized to receive CSCT and make available other mental health outpatient services for those students not eligible for CSCT (collectively referred to herein as “Services”). MHC shall provide CSCT services that include, at a minimum: (i) individual therapy, (ii) group therapy, (iii) family therapy and (iv) behavioral interventions, (v) direct crisis intervention services during the time the youth is present in a school-owned or operated facility;

(vi) crisis planning; (vii) treatment plan coordination with substance use disorders and mental health treatment services that students may receive outside the CSCT program; (viii) access to emergency services; and (ix) referral and aftercare coordination with inpatient facilities, psychiatric residential treatment facilities, or other appropriate out-of-home placement programs. MHC shall only provide CSCT services to students who meet the eligibility criteria under ARM 37.87.1801. The Statement of Work, attached hereto as **Exhibit 1**, details the manner in which the Services shall be provided by MHC in the school-based setting.

b) MHC shall bill Medicaid on behalf of the School District to obtain reimbursement for the School District for CSCT services provided by MHC on behalf of the School District pursuant to this Agreement, and MHC shall bill directly other applicable third-party payors and/or appropriate individuals (such as family members and other responsible parties) for other outpatient services provided to students of the School District in the school-based setting. Non-CSCT/Medicaid covered services provided in the school-based setting by shall be billed pursuant to the fee schedule established by the MHC, including, but not limited to, any sliding scale arrangement addressed in this Agreement.

c) MHC shall develop and implement a sliding fee schedule applicable to those students who do not qualify for Medicaid and are not otherwise covered by a third-party insurer and shall submit such schedule to the School District for approval, which approved scale is made part of this Agreement by reference. Patient eligibility for the sliding fee schedule is to be determined based upon the student's family's annual income and family size and will conform to the following requirements: (i) the sliding fee schedule will be writing and will be non-discriminatory in nature; (ii) notice will be provided to clients in order to ensure that they are aware that a sliding fee schedule may be available to them; and (iii) patients will be provided a written application to determine financial eligibility for the sliding fee schedule.

d) MHC will perform regular audits of the CSCT billing performed on behalf of the School District in order to ensure that all such billing is compliant with applicable law and billing requirements.

e) MHC warrants and represents that it and its employees performing services under this Agreement possesses the licensure, special skills and professional competence, expertise and experience to perform the Services contemplated under this Agreement. MHC agrees to perform the Services in a diligent, efficient, competent and skillful manner and to devote such time and staffing as is necessary to perform the Services contemplated under this Agreement. MHC represents that it and its employees are not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. MHC 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 MHC's performance of the Services.

The School District may request changes in the scope of the Services. If any change requested by the School District under this section causes an increase or decrease in MHC'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.

The parties also agree to negotiate in good faith any revision of this Agreement made necessary as a result of changes in laws and/or regulations during the term of this Agreement that affect the ability for Services to be provided and/or payment to be made under the terms of this Agreement.

3. Reimbursement to MHC for CSCT Services

The School District shall receive payment for CSCT services billed by MHC, and School District shall pay MHC in accordance with the Payment Schedule, attached hereto as **Exhibit 2**, made a part of this Agreement by reference. MHC agrees that the rates contained in the Payment Schedule shall not increase during the term of this Agreement, unless the rates are increased by the federal government or the Montana Department of Public Health and Human Services during the term of this Agreement, and the Payment Schedule shall be automatically increased upon the effective date of any such increases.

MHC will invoice Medicaid using a provider number issued by the State of Montana. The Medicaid reimbursement will be paid to the School District to MHC, and, no later than thirty (30) days from receipt of such payment by the School District, the School District shall tender all such payments to MHC (via Acadia Montana, 55 Basin Creek Rd., Butte, MT 59701-9704) without deductions or adjustments. MHC shall not be entitled to any loss of payment by the Montana Department of Public Health and Human Services due to changes in state or federal rates or rules.

MHC shall receive reimbursement for non-CSCT out-patient services, provided by MHC in the school-based setting, directly from the third-party payors, applicable private payor sources and/or authorized individuals of the non-CSCT clients, as permitted by applicable laws and regulations.

4. Agreement for MHC to Obtain Authorizations and Documentation

The School District understands and agrees that, as a condition of MHC providing Services to a student, MHC may require students and/or the parents or guardians of students being served by MHC to execute such documents as MHC deems appropriate, including, but not limited to, treatment consents, assignments of insurance benefits, payment agreements and HIPAA and/or FERPA authorizations.

In order for MHC to conduct billing related audits, the School District agrees to provide MHC student related documentation, at the discretion of the school district, including, but not limited to, student attendance records, related to students served by MHC under this Agreement. Such documentation shall be provided by the School District at the written request of MHC or upon a written regularly scheduled audit document production arrangement entered between the parties. Any and all such audit document production arrangements are hereby integrated herein by reference. MHC shall obtain permission for such document production from all students served by MHC under this Agreement through a written authorization in a form substantially similar to that provided in **Exhibit 3**, hereto.

MHC agrees to make available to authorized agents of the School District and provide the School District copies of all executed authorizations related to the production of documents from the School District to MHC upon the written request of the School District.

5. Terms of Cooperation between School District and MHC

MHC and the School District agree that cooperation between their agents at each school is essential for the success of the Services contemplated under this Agreement and is required under the CSCT program requirements. Accordingly, School District and MHC agree to assign and direct an authorized administrative agent of the School District and a MHC supervisor to meet with regard to each school-based program in the School District, every thirty (30) days, to assess the program's effectiveness, including, but not limited to the following:

(a) Development and refining of a school-based referral and enrollment process to ensure that students are prioritized according to acuity and need and which takes into account current CSCT caseloads. Each school-based referral and enrollment processes shall be into this Agreement by reference.

(b) Assessment of the individual progress of students enrolled in the program with regard to treatment plans, student attendance, program referrals, contact with law enforcement, referrals to higher level of care; and program discharges.

(c) Coordinating with other community agencies to ensure the coordination of other services provided to students with the delivery of appropriate Services by MHC, including, but not limited to, MHC employees collaborating with the School District representatives to develop individual treatment plans that link CSCT interventions to school-wide interventions and prevention activities.

(d) Coordinating CSCT individual treatment plan goals with school Individualized Education Plan (IEP) goals for students in special education.

(e) Appropriate School District administrators and MHC supervisors shall work cooperatively to resolve any issues arising within a school-based program and/or conflicts between the School District staff and MHC employees. In the event that the building principal or other authorized School District administrator views conduct of any MHC employee as a risk to the safety or welfare of students in their building, or as not meeting the professional standards expected by the School District, the School District may deny continued access to a school location to any such MHC employee. In the event the School District denies access to a MHC employee under the terms of this Agreement, the School District shall immediately inform the applicable MHC and MHC shall work with the School District to identify a suitable replacement employee in the school-based setting and/or terminate the Services pursuant to this Agreement.

The School District and MHC will collaboratively identify and develop annual training to ensure new and existing school and CSCT staff, parents, and students understand the CSCT program and its services, procedures for referral to the CSCT program, signs and symptoms that indicate a youth may have need of mental health services and confidentiality requirements under all relevant laws and regulations, including, but not limited to, the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1966 (HIPPA).

6. Additional Obligations of the Parties.

(a) The School District

(i) The School District agrees to provide MHC with office space, phone, network access, access to locking file cabinet(s), copiers, and reasonable office supplies to support the provision of CSCT services in the School District. The space provided will be within the school building and will be of sufficient size to ensure confidentiality and privacy. The parties agree that the provision of these items does not alter the independent service provider status of MHC with regard to the provision of services under the terms of this Agreement. Upon termination of MHC's services, MHC agrees to immediately vacate the office space, returning the space to the condition it was in prior to occupancy. **The School District shall ensure that MHC will have access to adequate and appropriate office space to provide Services under this Agreement during times when school is not in session, including during the summer months.**

(ii) The School District shall implement a school-wide positive behavior intervention and supports program the Montana Behavior Initiative or similar program and will provide a description of implementation activities the school will execute, including timelines, to ensure a school-wide positive behavioral intervention and supports program will be in place within twelve months of initiating a CSCT program.

(ii) The School District shall develop procedures to identify youth who exhibit inappropriate behaviors to the degree that a positive behavior intervention plan is needed and youth who may be at risk of or who are suspected to have need of mental health services;

(iii) The School District shall develop procedures for implementing and progress monitoring a positive behavior intervention plan for its effectiveness;

(iv) The School District shall develop procedures for referral of a youth to the CSCT program when positive behavior interventions and supports have not resulted in a significant, positive behavioral change and/or it is suspected that a youth has a clinical condition and may be in need of mental health services.

(v) The School District and MHC staff agree to cooperate to manage students whose behaviors pose a significant risk to self or others, and where appropriate, to refer such students to some higher level of inpatient or residential care.

(vi) The School District's employed counselors and/or school psychologists shall support the referral process, provide consultation and co-facilitate groups when necessary. School psychologists and/or counselors shall work collaboratively with CSCT staff in conducting functional based assessments and designing behavior intervention plans. Counselors and/or school psychologists shall inform parents of CSCT services and support the intake process when needed.

(vii) The School District shall, at their discretion, provide attendance, office discipline (including contact with law enforcement), and academic progress to assist the school and licensed MHC to evaluate student progress and program effectiveness as provided in Section 5, above.

(viii) The School District **may** provide transportation to students for the provision of CSCT services during non-school times, including summer months, and the parties agreed that the School District's ability to do so will be affected by its provision of transportation to students in the special education extended school year program, as directed by applicable law.

(ix) The School District shall provide annual certification that it has met its match requirements to MHC.

(x) The CSCT services to be provided to students by MHC 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 pursuant to and as part of the Free Appropriate Public Education requirements of the Individuals with Disabilities Education Act. School District agrees to cooperate with and assist Mental Health Center in providing information and documentation as necessary for Mental Health Center 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.

(xi) As is also contemplated in other Sections of this Agreement, the School District shall provide all documentation to MHC required by MHC to meet its obligations under this Agreement and to comply with applicable laws and regulations related to its Services.

(xii) The School District will direct each school to provide a copy of its handbook to MHC employees working in that school.

b) MHC:

(i) MHC will within thirty (30) days of execution of this agreement, interview with the school/school districts designee to determine the appropriate mental health staff that will fit in the dynamics of their school. MHC shall provide to the School District a list of all personnel it has assigned to provide CSCT services by position and team. This list shall contain a description of each individual's qualifications. If MHC makes a staffing change, it shall provide an updated list of personnel to the School District within three (3) days of such change. **The School District shall retain the right to final determination as to which MHC personnel are placed within the school.**

(ii) MHC shall support the School District with the provision of consultation, education, screening, assessing, referring, and coordination of other services for youth referred who are in need of mental health services but who do not meet the eligibility criteria for CSCT services.

(iii) In compliance with mental health confidentiality law and HIPAA and FERPA regulations MHC shall provide current data (i.e. current caseload names and student progress) necessary for evaluation of the CSCT program to the designated School District official at least every ninety (90) days in accordance with the regular program assessment conducted pursuant to Section 5, above. Such data does not include data related to non-CSCT school-based clients of MHC.

(iv) MHC shall provide all necessary information and documentation for the School District to submit its certification for satisfying the CSCT match requirements.

(v) MHC agrees to provide annual certification to the School District that it has conducted appropriate background checks on its employees, representatives, and agents performing services under this Agreement.

(vi) MHC agrees that its school-based agents shall notify appropriate School District administrators of any parental concerns regarding CSCT services, and, where applicable and permitted by law, MHC shall promptly notify the building principal of any parent requests for third party consultation or evaluation of school programs for approval by the principal.

(vii) MHC school-based employees will review, acknowledge and follow the policies contained in the handbook provided to MHC for the school in which the employees work.

7. Confidentiality.

The School District and MHC both agree to maintain the confidentiality of all records and information generated, used or disclosed pursuant to the terms of this Agreement, including, but not limited to, records and information governed by FERPA and HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH).

Unless otherwise agreed in writing, the School District and MHC both agree to neither use nor disclose, and to affirmatively prevent disclosure to third parties of confidential or proprietary information generated, used, disclosed or received pursuant to the terms of and/or Services provided under this Agreement. This agreement shall not apply to information that is in the public domain. The parties agree to act in good faith to preserve the confidentiality contemplated hereunder. As such, each party shall restrict the dissemination and availability of the information generated, used and disclosed under this Agreement only to employees and agents having a need to know for purposes of the execution of the obligations of the parties under this Agreement.

With regard to FERPA the School District and MHC agree that MHC is deemed to have a “legitimate educational interest” in personal information contained within education records of students to whom MHC provides services under this Agreement. Accordingly, the School District may provide MHC’s employees assigned to provide CSCT services with those portions of any such student’s educational records pertaining to that student, including but not limited to IEPs and behavior intervention plans, which may in any way relate to the provision of services required under this agreement. MHC and its employees assigned to provide CSCT services shall not disclose the any information from a student’s education records to any other individual or party. If MHC receives a request for any information contained within a student’s education record, MHC shall notify the School District of such request. Unless otherwise directed by the School District or required by law, personally identifiable information received by MHC from an education record will not be disclosed to any other party, without the prior consent of the parent or eligible student. Any such information provided to MHC pursuant to this Agreement shall only be used by MHC for the purposes for which the disclosure was made. (See 34 CFR 99.33)

8. Status as Independent Contractors.

The School District and MHC have negotiated this Agreement at arm’s length and MHC is an independent contractor of School District as to all Services, obligations and actions contemplated under this Agreement. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the School District and MHC, unless otherwise specifically contemplated in this Agreement, and nothing herein shall indicate an intent by either the School District or MHC to share profits or losses arising from the efforts of either or both the School District and/or MHC under this Agreement. Each party to this Agreement shall act as an independent service provider, and neither party shall have the power to act for or bind the other party, except as expressly provided for herein. Both the School District and MHC are responsible for all final employment decisions regarding their employees.

Ineligible for Employee Benefits. MHC 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, savings plans and the like.

Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to MHC under this Agreement. MHC agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to MHC hereunder, and to defend, indemnify and hold School District harmless from and against any and all liability resulting from any failure to do so.

9. Termination.

Either party shall have the right to 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 also be terminated by School District without prior notice if:

(a) The Montana Department of Public Health and Human Services (DPHHS) for any reason terminates Medicaid coverage of the CSCT program in the State of Montana;

(b) The DPHHS no longer allows the School District to seek payment of Medicaid reimbursement for the provision of CSCT services to Medicaid eligible children; or

(c) MHC does not meet federal and state CSCT licensure and service requirements.

Upon termination of this Agreement by either party, the School District shall compensate MHC for services performed up to the termination date, less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to MHC in connection with a termination of the Agreement exceed the total value of reimbursement for Services received by School District pursuant to this Agreement.

In addition, either party may voluntarily terminate this Agreement without cause or default by providing the other party with thirty (30) days prior written notice of termination.

10. Return of Property of School upon Termination

Upon the expiration of the term of this Agreement or earlier termination of this Agreement pursuant to its terms, MHC shall discontinue providing school-based services, hereunder, shall vacate all office space used under the terms of this Agreement and shall deliver to the School District all property and proprietary records of the School District in MHC possession.

11. Indemnification.

MHC agrees to indemnify, defend and hold the School District harmless from and against any and all liability related to any billing and/or payments made to the School District and/or MHC as a result of the Services provided under this Agreement. With regard to CSCT billing performed on behalf of the School District by MHC, MHC assumes all liability and responsibility for billing, obtaining and accounting for Medicaid reimbursement pursuant to this Agreement.

MHC agrees to defend, indemnify and hold the School District harmless from and against any and all claims, losses, liabilities, fines and/or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of acts or omissions of MHC, its employees or agents, the negligence or willful misconduct of MHC, its employees or agents, claims by current or former employees arising as a result of this Agreement. MHC's agreement to defend, indemnify, and hold the School District harmless shall extend to all Services and activities provided by MHC, its employees, representatives or agents to the School District's students pursuant to this Agreement, during school and non-school times, including summer months, regardless of whether such activities are held on school property or at another location. The indemnity agreed upon herein shall not be limited by reason of the specification of any particular insurance coverage.

The School District agrees to defend, indemnify and hold MHC harmless from any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of acts or omissions of the School District, its employees or agents, the negligence or willful misconduct of the School District, its employees or agents; and/or a breach by the School District of its obligations under this Agreement. The indemnity agreed upon herein shall not be limited by reason of the specification of any particular insurance coverage.

This provision survives termination of this Agreement.

12. Insurance.

MHC 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 and that have an A.M. Best rating of at least A-VII, a Standard & Poor's rating of at least AA, or a Moody's rating of at least AA2:

- 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) including coverage for Subcontractor's obligations, operations, promises, independent contractors, products/completed operations, personal injury and advertising injury on a per-project basis.
- 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. Worker's 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, MHC 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. No reduction in coverage or cancellation of policies shall be done by MHC, without first giving the School District thirty (30) days written notice. All above-stated policies (except for workers' compensation) shall name the School District as additional insured.

13. Miscellaneous.

(a) Survival. The obligations assumed by MHC pursuant to Paragraphs 7, 10, 11, and 12 hereof shall survive the expiration of earlier termination of this Agreement.

(b) Attorney 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 attorney 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 State of Montana, without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Agreement shall be in Butte Silver Bow.

(e) Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by MHC without the prior written approval of School District, which 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. Any notice sent by certified mail will be deemed to have been given 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. MHC 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 DPHHS and/or Centers for Medicare and Medicaid Services and their designees, during MHC's usual business hours and upon prior notice. MHC shall retain all documentation required by ARM 37.106.1961, including but not limited to progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement, for 6 years and 3 months, as required by ARM 37.85.414, after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

(h) Nonsolicitation of Employees. During the term of this Agreement, the parties agree that they will not directly or indirectly solicit for employment any officers, directors or party employees for any non-agreed upon endeavor or employment opportunity.

(i) Partial Invalidity; Survivability. 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.

(j) 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, Altacare of Montana Mental Health Center, has caused its name to be hereunto subscribed by its Administrator, and the said School District has caused its name to be hereunto subscribed the Superintendent on the dates recorded below.

Altacare of Montana MHC

By: _____
Administrator

Date: _____

Browning School District

By: _____
Superintendent

Date: _____

By: _____
School Board Chairman

Date: _____

Exhibit 1
STATEMENT OF WORK

MHC agrees to do the following in each school-based location in MHC's provision of the Services under the Agreement:

1. Meet all CSCT program staffing requirements as required by the DPHHS;
2. Ensure all children within the school or the school district, as appropriate, are referred and enrolled pursuant to established procedures and receive priority for CSCT services according to acuity and need regardless of the payer for those services;
3. Provide CSCT services through a team staffed by at least 2 mental health workers who work exclusively in the school;
4. Ensure that at least 1 of the 2 mental health workers are a licensed psychologist, licensed clinical social worker, or licensed professional counselor or an in-training psychologist, clinical social worker, or professional counselor who is supervised by a licensed mental health professional and a behavioral aide who works under the clinical oversight of a licensed mental health professional to provide nonduplicative services and who has a high school diploma and at least two years' experience working with emotionally disturbed youth, providing direct services in a human services field, or post-secondary education in human services;
5. Provide a program supervisor who has daily overall responsibility for the CSCT program and who is knowledgeable about the mental health service and support needs of youths. The program supervisor may provide direct CSCT services, but this position may not fill the functions of the staff positions for more than 90 days;
6. Provide up to 720 units of service per calendar month;
7. Develop and implement a CSCT treatment plan in cooperation with the School District for each enrolled child that shall be reviewed every 90 days;
8. Provide treatment, crisis management and discharge planning services to enrolled children;
9. Provide regular updates of a child's plan of care to the School District and agencies involved in child's treatment;
10. Provide for opportunities for family involvement in treatment and discharge planning and in the course of treatment;
11. Provide continuing contact and information exchange with persons and agencies significantly involved in the child's treatment;
12. Submit billing to Medicaid for covered services provided to Medicaid eligible children and maintain sufficient documentation for services billed to Medicaid;
13. Ensure that all available financial resources for support of services including third party insurance and parent payment are utilized;
14. Maintain documentation for CSCT services provided that details the medical necessity for the service and documentation of the billing for CSCT services to include date of service provided, by whom, to whom, length of the service provided, how it is related to the treatment plan and outcome of the service;
15. Bill for all third parties for services provided to non-Medicaid eligible children including family members; and
16. Ensure that services delivered are adequately documented to support the reimbursement received.

Exhibit 2
PAYMENT SCHEDULE

The School District will reimburse MHC according to the following payment schedule:

1. For Medicaid eligible children receiving Medicaid covered and medically necessary CSCT services at a rate set by the Montana Department of Public Health and Human Services per 1/4 hour of CSCT services rendered. As set forth in ARM 37.87.1803, one full-time equivalent CSCT team may bill no more than 720 billing units per team per month.

Exhibit 3
EXAMPLE OF:

FERPA CONSENT TO RELEASE STUDENT INFORMATION
TO ALTACARE OF MONTANA (“Consent”)

The undersigned authorizes the release of the information type described in this Consent from the educational records of _____ [Name of Student] from _____ [name of school] to Altacare of Montana.

(Note: this Consent does not cover medical records or protected health information:

The only type of information that is to be released under this consent is: **all records relating to the student’s treatment by Altacare of Montana.**

The information is to be released for the following purpose: **Treatment and billing by Altacare of Montana.**

I understand the information may be released orally or in the form of copies of written records, as preferred by the requester. I have a right to inspect any written records released pursuant to this Consent (except for parents’ financial records and certain letters of recommendation for which the student waived inspection rights).

I understand I may revoke this Consent upon providing written notice to: _____ [name of school]. I further understand that until this revocation is made, this Consent shall remain in effect and my educational records will continue to be provided to Altacare of Montana for the specific purpose described above.

Name of Student (print) _____

Name of Parent/Guardian _____

Signature of Student (if 18 years of age or emancipated) _____

Signature of Parent/Guardian _____ Date _____