

**BEACON LIGHT BEHAVIORAL HEALTH SYSTEMS
WARREN COUNTY SCHOOL DISTRICT
LETTER OF AGREEMENT**

WHEREAS, Beacon Light Behavioral Health Systems in connection with Warren/Forest Human Services hereinafter sometimes referred to as "Providers" provides Mental Health and Alcohol, Tobacco, and Other Drug services; and

WHEREAS, the Warren County School District hereinafter sometimes referred to as the "District" provides public educational services for Warren County;

NOW THEREFORE, Beacon Light Behavioral Health Systems supports the Student Assistance Program initiative and philosophy and agrees to provide full time staff to act as the Mental Health and A.T.O.D. liaisons to the Warren County School District Student Assistance Program. Beacon Light Behavioral Health Systems will assure that they have the required Student Assistance training and group facilitator training as they become necessary and available. On-going staff development will occur through other various trainings and community resources.

Beacon Light Behavioral Health Systems further agrees that the responsibilities of these individuals as the Mental Health and A.T.O.D. liaisons to the Student Assistance teams are as follows:

1. The agency liaison will attend a minimum of two Student Assistance team meetings per month per school for the purpose of: a.) general consultation and education to the team on Mental Health and A.T.O.D. issues, b.) assisting in interpretation of the liaison's screening results on individuals, and c.) to assist in defining a plan of action in response to identified areas of concern as needed.
2. Will perform general assessments of students identified as possible referrals for mental health and other drug concerns. A Student Assistance Program Assessment is not to be confused with a clinical intake or psychiatric evaluation. The process of a full-evaluation and enrolling in treatment will occur as initiated by the student and parent, with the service provider of their choosing.
3. Will co-facilitate psycho-educational groups with one staff member when a group is identified by the Student Assistance team, dependent on funding and availability of staff. Will NOT provide on-site Mental Health or A.T.O.D. treatment or therapy.
4. Will assist Student Assistance team members in coordinating formal and informal interventions with students and their families.
5. Will abide by all relevant school related confidentiality regulations and district policies and protocols when functioning as a member of the Student Assistance team.
6. Will abide by all relevant Mental Health and A.T.O.D. confidentiality regulations when functioning as a Beacon Light Behavioral Health Systems Mental Health or A.T.O.D.

program staff person for the purpose of screening and referral to community-based Mental Health or Alcohol, Tobacco, or Other Drug services.

7. Will provide accountability reports to the Warren County School District as follows:
 - a. An annual report for the July 1 – June 30 school year. The annual report will be delivered to the Director of Secondary Education and other individuals as designated by the district, by July 31 of each year.
 - b. A monthly report due on the 15th of the month following the month of report.
 - c. The monthly and annual accountability reports will include at a minimum pertinent data regarding services to students and schools and data describing the services provided as outlined in Beacon Light Behavioral Health Systems responsibilities 1 through 5 listed in this agreement.
8. SAP Services will be provided at the following schools: Sheffield Middle/Senior High School, Youngsville Middle School, Youngsville High School, Eisenhower High School, Beatty Middle School, Warren Area High School, Warren Area Elementary Center.

Beacon Light Behavioral Health Systems further agrees that the Student Assistance Program Mental Health and A.T.O.D. liaisons can be utilized for further on-site screening of individuals as to Mental Health and Alcohol, Tobacco, and Other Drug Program needs for the purpose of facilitating referrals to community-based services. Liaisons will work with individual school teams and parents to pinpoint students in need of these services. For students returning from psychiatric in-patient, Children and Youth placement, or Drug/Alcohol rehab, consultation and referral for aftercare services would be considered a Mental Health or A.T.O.D. function rather than a S.A.P. function liaison function. In order for these activities to be completed, the Warren County School District agrees to the following:

1. School District personnel are required to inform parents and obtain permission for referrals to service-providing agencies for students, including up to the age of 18. Students who are at least 14 years of age may self-refer to mental health agencies without parent contact or permission. Students of any age may self-refer to any Alcohol, Tobacco, or Other Drug program.
2. The Warren County School District will provide a private interviewing room for said activities in each of the participating S.A.P. schools, conducive to interviewing adolescents and/or family members.
3. Parent Permission must be obtained in order for liaisons to conduct a Mental Health or A.T.O.D. screening.
4. Parent Permission must be obtained in order for students to attend educational groups facilitated by liaisons.
5. A Release of Information form must be properly completed in order to enable communication between liaisons and S.A.P. team members as to the results of the screening procedure. If a signed Release of Information form is NOT obtained, specific screening results cannot be shared with the S.A.P. teams. However, the liaisons will be able to indicate whether the individual is receiving Mental Health or A.T.O.D. treatment.

6. All documentation resulting from the screening and referral process to community-based Mental Health or A.T.O.D. services will be considered Mental Health or A.T.O.D. records. Subsequently, these records will be maintained within the Mental Health and/or A.T.O.D. programs and will be subject to their regulations regarding confidentiality.
7. Students deemed appropriate for a MH or A.T.O.D. screening will be seen by the liaison within a two-week period provided that necessary parental consents have been obtained.
8. Liaisons will provide aftercare educational services, on an individual or group basis, to students returning to school from a psychiatric in-patient, Children and Youth placement, or Drug/alcohol rehab. The number of contacts will be dependent upon the student's presenting needs. As always, Parent Permission must be obtained to participate and a Release of Information must be signed in order for liaisons to update the S.A.P. team on the student's progress.
9. The Warren County School District will provide the appropriate crisis policies and protocols to the SAP Liaisons, to ensure that the program functions within indicated district guidelines.

Beacon Light Behavioral Health Systems, in connection with Forest/Warren Human Services, and the Warren County School District further agree that:

1. Crisis and Emergency Mental Health needs are to be referred to the Warren County Human Services Emergency/Crisis system by calling 726-2100 (weekdays 8:30a – 4:30p) and 723-2800 (after hours).
2. Beacon Light Behavioral Health Systems and the Warren County School District agree to arrange and attend coordination meetings a minimum of three times per year.
3. Beacon Light Behavioral Health Systems and the Warren County School District will utilize the Conflict Resolution Process if problems occur between agencies.

During the term of the Agreement, Providers shall maintain in full force and effect workman's compensation insurance coverage and liability insurance coverage in amounts acceptable to the District, with said insurance covering all operations of Providers on the District's premises. At the time this Agreement is executed, Providers shall provide the District with certificates of said insurance.

In the conduct of its operations hereunder, Providers agree to comply with all local, state and federal laws and regulations applicable at any time. Providers shall defend, indemnify, hold free and save harmless the District from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of Providers, its officers, employees, agents, or representative, in the conduct and operation of its program on the premises of the District. Providers' obligations in accordance with this provision shall survive the termination of this Agreement.

In the conduct of its operations hereunder, District agrees to comply with all local, state and federal laws and regulations applicable at any time. District shall defend, indemnify, hold free and save harmless the Providers from any loss, actions, demands, suits, judgments and claims

of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of District, its officers, employees, agents, or representative, in the conduct and operation of its program on the premises of the District. District's obligations in accordance with this provision shall survive the termination of this Agreement.

Providers represent and acknowledge that it, and its employees and agents, are independent contractors and are not agents, servants, or employees of the District. The parties understand that Providers and its employees and agents, acting under the scope of this contract, have no authority to assume or create any obligation whatsoever, express or implied, on behalf of or in the name of the District, or to bind the District in any manner whatsoever.

The effective dates of the agreement are from August 30, 2010, through June 30, 2011, and will be reviewed annually. Individuals signing this document concur with and are willing to comply with the terms of this Letter of Agreement.

There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by all of the Parties.

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

_____ Beacon Light Behavioral Health Systems- Chief Operating Officer	_____ Date	_____ F-W Human Services Director	_____ Date
_____ Beacon Light Behavioral Health Systems- Director	_____ Date	_____ F-W Human Services SCA Director	_____ Date
_____ Warren County School District Director of Secondary Education	_____ Date	_____ Warren County School District School Board President	_____ Date
_____ Warren County School District Superintendent	_____ Date		