

**BEACON LIGHT BEHAVIORAL HEALTH SYSTEMS
WARREN COUNTY SCHOOL DISTRICT
CONTRACT SCHOOL BASED MENTAL HEALTH SERVICES**

WHEREAS, Beacon Light Behavioral Health Systems in connection with Warren/Forest County Department of Human Services provides Student Assistance Program (SAP), Mental Health and Alcohol, Tobacco and Other Drug (ATOD) SAP/Prevention services; and

WHEREAS, the Warren County School District provides educational services within Warren County;

NOW THEREFORE, Beacon Light Behavioral Health Systems supports the Student Assistance Program initiative and philosophy and agrees to provide full time clinical staff to act as the School Based Mental Health Worker, as outlined in the attached service description, in conjunction with the Student Assistance Program.

The terms of agreement for these above mentioned services are as follows:

1. The School Based Mental Health Worker will provide services at the Middle at High School levels for the Warren County School District.
2. The School Based Mental Health Worker will regularly attend the 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. d.) to collaborate with the district to ensure appropriate service planning.
3. Will perform general assessments of students identified as possible referrals for mental health and other drug concerns. Will provide mental health treatment to those individuals identified and approved by Beacon Light Behavioral Health Systems and the Warren County School District as requiring such services and as agreed upon by the student and parent.
4. Will co-facilitate psycho-educational groups with the Student Assistant Program Liaisons when a group is identified by the Student Assistance team.
5. Will assist Student Assistance team members in coordinating formal and informal interventions with students and their families.
6. Will abide by all relevant school related confidentiality regulations and district policies and protocols when functioning as a member of the Student Assistance team.
7. 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.
8. 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.
- 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.

Beacon Light Behavioral Health Systems further agrees that the School Based Mental Health Therapist 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. The Therapist will work with the SAP Liaisons, individual school teams and parents to identify students in need of these services. Students returning from psychiatric in-patient, Children and Youth placement, or Drug/Alcohol rehab, consultation and referral for aftercare services may be considered for School Based Mental Health Services as deemed necessary within the collaborative process. 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 schools, conducive to conducting confidential therapy sessions with adolescents and/or family members.
3. Parent Permission must be obtained in order for an individual to be provided services by the School Based Mental Health Therapist.
4. Parent Permission must be obtained in order for students to attend educational groups facilitated by the therapist.
5. A Release of Information form must be properly completed in order to enable communication between the therapist and the Warren County School District. If a signed Release of Information form is NOT obtained, information regarding assessment and treatment cannot be shared with the district. However, the therapist will be able to indicate whether the individual is receiving Mental Health treatment.
6. All documentation resulting from the assessment and treatment process will be considered Mental Health 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 therapy will be seen by the therapist within 7 days, provided that necessary parental consents have been obtained.
8. The therapist will provide aftercare 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 when deemed appropriate. The number of contacts will be dependent upon the student's presenting needs and are approved by the district.

9. The Warren County School District will provide the appropriate crisis policies and protocols to the therapist, to ensure that the program functions within indicated district guidelines in regards to situation occurring on school district grounds.

Beacon Light Behavioral Health Systems, and the Warren County School District further agree that:

1. Crisis and Emergency Mental Health needs requiring additional support will 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.
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 September 1, 2009, through June 30, 2010. 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.

In exchange for the services referenced herein, the Warren County School District agrees to pay Beacon Light the amount of \$58,890.00.

The effective dates of the agreement are from September 1, 2009 through June 30, 2010. Changes can be proposed and incorporated as an amendment at any time during the year with the agreement and the signature of both parties. Individuals signing this document concur with and are willing to comply with the terms as set forth:

Beacon Light Behavioral Health Systems
President/CEO

Warren County School District
Board President

Beacon Light Behavioral Health Systems
Director

Warren County School District
Superintendent

Warren County School District
Board Secretary