

COMPREHENSIVE SCHOOL AND COMMUNITY TREATMENT SERVICES AGREEMENT

This Comprehensive School and Community Treatment Services Agreement is made effective as of the 1st day of July, 2020 (“**Effective Date**”) by and between Kalispell Regional Healthcare System dba Kalispell Regional Behavioral Health (“**Mental Health Center**”) and Bigfork School District #38 (referred to herein as “**School District**”).

RECITALS

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

WHEREAS, School District wishes to retain Mental Health Center to perform school based Comprehensive School and Community Treatment (“**CSCT**”) services (“**CSCT Services**”) to students enrolled in school districts authorized to receive CSCT Services, and

WHEREAS, Mental Health Center is willing and able to render said services, including satisfying all federal and state medical licensure requirements to enable School District to seek payment of Medicaid funds for costs incurred for the provision of rendered services.

AGREEMENT

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

1. **Term.** This Agreement will be effective as of the Effective Date pending School Board approval and shall continue in effect through the 30th day of June, 2022 unless earlier terminated as provided in paragraph 6 below.
2. **CSCT Services.** Mental Health Center shall render CSCT Services to School District as provided herein and in accordance with: (a) the Statement of Work attached hereto as Exhibit 1 and incorporated herein by reference and (b) the Comprehensive School and Community Treatment Program Contract Requirements as set forth in Exhibit 2 and incorporated herein by reference. For the purposes of this Agreement, CSCT Services shall mean mental health services as defined in the Montana Department of Public Health and Human Services’ (“**DPHHS**”) administrative rules found at ARM 37.87.102 and 37.87.1801 – 37.87.1803.

Mental Health Center shall maintain clinical records and monthly progress reports, including the service documentation supporting the provision of CSCT Services to School District that is necessary to enable School District or School District’s contracted billing agent(s) to bill for Medicaid covered services provided to Medicaid eligible children.

All CSCT Services records maintained by Mental Health Center hereunder and related to billing will be available for review by appropriate School District personnel to verify billing activity upon request. Furthermore, Mental Health Center agrees to bill third party insurers for all CSCT Services provided to non-Medicaid eligible children in the amount, scope and duration required by DPHHS to satisfy third party liability requirements. For those children ineligible for Medicaid and uninsured, Mental Health Center will invoice the student for services rendered in accordance with the fee schedule established by DPHHS.

3. **School District Support.** School District shall provide Mental Health Center with office space, phone, computer, printer, Internet and e-mail access, clerical support, and reasonable office supplies to support the provision of CSCT Services in School District.
4. **Compensation.** School District shall pay Mental Health Center in accordance with the Payment Schedule attached hereto as Exhibit 3 and incorporated herein by reference.

5. **Manner of Payment.** School District will contract with Mental Health Center to submit Medicaid billings for CSCT Services reimbursement. Mental Health Center will assume all responsibility for Medicaid reimbursement collection and request for payment denial appeals.
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 hereto to recover third party liability or Medicaid recoveries. 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:** Mental Health Center and its employees shall not be eligible for any benefit available to employees of School District, including but not limited to, Worker's Compensation Insurance, State Disability Insurance, Unemployment Insurance, Group Health and Life Insurance, Vacation Pay, Sick Pay, Severance Pay, Bonus Plans, Pension Plans, 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 Mental Health Center under this Agreement. Mental Health Center agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Mental Health Center hereunder, and to defend, indemnify and hold School District harmless from and against any and all liability resulting from any failure to do so.
7. **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. DPHHS for any reason terminates Medicaid coverage of the CSCT Services Program in the State of Montana.
 - b. DPHHS no longer allows School District to seek payment of Medicaid reimbursement for the provision of CSCT Services to Medicaid eligible children.
 - c. Mental Health Center does not meet federal and state CSCT licensure and service requirements. School District shall compensate Mental Health Center 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 Mental Health Center in connection with a termination exceed the total value of this Agreement as set forth on Exhibit 3.
8. **Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, Mental Health Center shall immediately terminate the CSCT Services hereunder, and shall deliver promptly to School District all property relating to the business and work of School District. Such property may include, but not be limited to, all non-clinical student records, office space, phone, computer, printer, Internet and e-mail access and reasonable office supplies.
9. **Changes**

School District may, at any time by written order, make changes in Mental Health Center's work within the general scope of the Statement of Work. If any change under this section causes an increase or decrease in Mental Health Center'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:

- a. Legislation or court action that affects this Agreement or State Medicaid Coverage.
- b. Changes in the funds available that affect this Agreement.
- c. Other changes reasonably requested by School District necessary to make this Agreement consistent with federal and state Medicaid billing requirements.

10. **Standard of Performance.** Mental Health Center represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. Mental Health Center agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession and to devote such time as is necessary to perform the CSCT Services required under this Agreement.

11. **Indemnification.** Mental Health Center 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:

- a. The negligence or willful misconduct of Mental Health Center, its employees or agents; and/or
- b. A breach by the Mental Health Center of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

School District agrees to defend, indemnify and hold Mental Health Center 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:

- a. Acts of omissions of School District, its employees or agents; and/or
- b. A breach by School District of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

12. **Insurance**

Mental Health Center will carry, for the term of this Agreement, the following insurance in the amounts indicated with the insurance carriers that are licensed in the state(s) where services will be performed and that have an A.M. Best rating of at least A-VII, a Standard and 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, premises, 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 with statutory limits for workers' compensation and limits not less than \$1,000,000 each accident; \$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. Upon the request of School District, Mental Health Center will submit a standard Association for Cooperative Operations Research and Development (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 effected without first giving School District thirty (30) days written notice. The policies (except for Worker's Compensation) shall name School District as additional insureds.

13. **Compliance:**

Mental Health Center represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. Mental Health Center will 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 Mental Health Center's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity.

14. **Miscellaneous**

- a. **Survival:** The obligations assumed by Mental Health Center pursuant to paragraphs 4, 6, 8, 10, 11 and 14 hereof shall survive the expiration or earlier termination of this Agreement.
- b. **Attorney's Fees:** In the event that a 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 the 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 sole 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 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 Mental Health Center 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 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:** Mental Health Center 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 DPHHS and/or the Centers for Medicare and Medicaid Services and their designees, during Mental Health Center's usual business hours and upon prior notice.

Mental Health Center shall retain all medical service progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement for five (5) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is

later. Mental Health Center will ensure the right of privacy to all clients, in accordance with HIPAA (Health Insurance Portability and Accountability Act) Privacy Regulations and Montana State & Federal Guidelines.

- 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. 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, Mental Health Center has caused its name to be hereunto subscribed by its Representative and School District has caused its name to be hereunto subscribed by the Superintendent of School District and the Chairman of its Board and attested by its Clerk on the dates recorded below.

Bigfork School District #38

(“School District”)

**Kalispell Regional Healthcare System
dba Kalispell Regional Behavioral Health
 (“Mental Health Center”)**

Name

Name

Superintendent
Title

Title

Signature

Signature

Date Signed

Date Signed

Name

School Board Chairman
Title

Signature

Date

Attest: _____
School District Clerk

EXHIBIT 1

Statement of Work

Mental Health Center will provide School District with the following CSCT Services:

1. Meet all CSCT Services program staffing requirements as required by DPHHS
2. Ensure all children within the school or the school district as appropriate, who meet the described criteria for services are considered for admission to the program
3. Ensure that all licensing, staff ratios and caseload requirements meet current DPHHS standards
4. Develop and implement a CSCT Services plan of care in cooperation with School District for each enrolled student
5. Provide treatment, crisis management and discharge planning services to enrolled students
6. Provide regular updates of each enrolled student's plan of care to School District and pertinent agencies
7. Provide for family involvement in treatment and discharge planning and in the course of treatment
8. Provide continuing contact and information exchange with persons and agencies significantly involved in each enrolled student's treatment
9. Provide School District with the necessary support documentation to enable School District to bill Medicaid for services provided to Medicaid eligible students
10. Ensure that all available financial resources for support of services, including third party insurance and parent payment are utilized
11. Bill for all third parties for services provided to non-Medicaid eligible students, including family members
12. Ensure that services delivered are adequately documented to support the reimbursement received

EXHIBIT 2

Comprehensive School and Community Treatment Program Contract Requirements ARM 37.87.1802

The parties agree to comply with the following Comprehensive School Community Treatment Program Contracts Requirements found at ARM 37.87.1802.

I. Mental Health Center Services

- A. Mental Health Center will provide CSCT Services in the following Bigfork School District #38 schools:
1. Bigfork Elementary School
 2. Bigfork Middle School
 3. Bigfork High School
- B. Mental Health Center will provide the following CSCT Services:
1. Individual, group and family therapy;
 2. Behavioral intervention;
 3. Other evidence and research-based practices effective in the treatment of youth with a serious emotional disturbance;
 4. Direct crisis intervention services during the time the youth is present in a school-owned or operated facility;
 5. A crisis plan that identifies a range of potential crisis situations with a range of corresponding responses, including physically present face-to-face encounters and telephonic responses 24/7, as appropriate;
 6. Treatment plan coordination with substance use disorder and mental health treatment services the youth receives outside the CSCT program;
 7. Access to emergency services;
 8. Referral and aftercare coordination with inpatient facilities, psychiatric residential treatment facilities, or other appropriate out-of-home placement programs;
 9. Continuous treatment that must be available twelve (12) months each year. Mental Health Center's CSCT Services program as a whole must provide a minimum of sixteen (16) hours per month of CSCT Services in summer months;
 10. Youth with serious emotional disturbance ("SED") will be provided CSCT Services according to an individualized/master treatment plan designed by a licensed or in-training mental health professional who is staff member of Mental Health Center's CSCT Services program team;
 11. Mental Health Center staff must inform the youth and the parent(s)/legal representative/guardian that Medicaid requires coordination of CSCT Services with home support services and outpatient therapy;
 12. The Mental Health Center CSCT Therapist/Site supervisor and an appropriate school district representative will meet at least every ninety (90) days during the time period CSCT Services are provided to mutually assess program effectiveness utilizing the following indicators:
 - a. Progress on the MTP of each youth receiving CSCT Services,
 - b. Attendance,
 - c. CSCT program referrals,
 - d. Contact with law enforcement,
 - e. Referral to a higher level of care, and
 - f. Discharges from the program.

II. Mental Health Center Staff

- A. Mental Health Center will employ the following staff to provide CSCT Services as part of their obligations under this Agreement:
1. Administrator

2. Medical Director
3. Clinical Supervisor – Qualifications: Licensed Mental Health Professional with a Master’s Level graduate degree in a mental health field and at least five (5) years’ experience working with SED clients and families in CSCT Services programs. The Clinical Supervisor has daily overall responsibility for the CSCT Services program and is knowledgeable about the mental health service and support needs of the youth. The Clinical Supervisor may provide direct CSCT Services on a temporary basis.
4. CSCT Services Therapist/Site Supervisor – Qualifications: Full-time equivalent mental health professional, who may be a licensed or in-training mental health professional. The CSCT Services Therapist has a Master’s Level Graduate Degree in Clinical Mental Health Counseling or Clinical Social Work.
5. CSCT Services Mental Health Worker – Qualifications: Full-time equivalent mental health worker/behavioral aide who works under the clinical oversight of a licensed mental health professional and provide services for which they have received training that do not duplicate the services of the licensed or in-training mental health professional. The CSCT Services Mental Health Worker has a Bachelor’s degree in a mental health field or, at the minimum, a high school diploma or a General Equivalency 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.

B. Non-classroom hours

1. Mental Health Center will provide CSCT Services listed in Section I.B of this Exhibit 2 during normal school hours. Outside of normal classroom hours, Mental Health Center will provide the following CSCT Services:
 - a. Access to 24/7 Crisis Telephone Service through KRMC/Pathways Treatment Center. Caller will reach a Licensed Mental Health Professional, Registered Nurse-Psychiatric Specialty, or another Mental Health Professional. The KRMC/Pathways Treatment Center Staff is trained in Crisis Call Response.
 - b. Summer CSCT Services programming that may include individual, group and family therapy, as well as psycho-educational services provided by staff at a school site. Services offered may run 1-3 days per week, up to 4 hours each day, and end approximately 3-4 weeks before the school year starts.

III. School District Responsibilities for CSCT Program

A. School/Mental Health Center Referral Process:

1. A School District Staff Member will complete the following form:

Referral to CSCT Services

School District: _____ School: _____

Referral Source:

Administrator
 School Counselor/Guidance
 Teacher
 Special Education
 Other Agency
 Parent

Referral To: Comprehensive School Community Treatment Program
CSCT Services Provider: Kalispell Regional Behavioral Health

CSCT Team: _____

Referral Name: _____ Grade: ____ DOB: _____ SSN: _____

Reason for Referral: _____

Signature- Referral Source Date Signature- Parent/ Legal Guardian Date

Not admitted to Program. Reason: _____

B. Eligible students may be identified as needing CSCT Services by the following:

1. School Staff, including Administration and Specialists
2. Parents and/or Other Family Members and Legal Guardians
3. Other Agency Staff such as Case Managers and Outpatient Therapists
4. Providers of higher level of care discharging client back to school

C. The School District Referral Source will contact the family of potentially eligible student to:

1. Obtain permission for referral source to contact Mental Health Center’s CSCT Services team about the eligible student.
2. Obtain permission for Mental Health Center’s CSCT Services team to contact the eligible student’s family.
3. Meet with the eligible student’s family to complete referral for CSCT Services form.

D. The Mental Health Center’s CSCT team will contact the eligible student’s family after receiving the referral form and determining the student’s eligibility for CSCT Services.

IV. School/ Mental Health Center Enrollment Process

A. Mental Health Center’s CSCT Services team and the applicable School District school administrator will review each CSCT Services referral to determine the referred student’s priority, based on acuity and need as described below:

1. Without treatment, the youth may be at risk of self-harm or harm to others.
2. The youth requires support for transition from intensive out of home or community based service
3. The youth meets Serious Emotional Disturbance criteria
4. The youth has not responded to PBIS programs
5. The youth is not attending school due to mental health condition of the youth

B. Financial Eligibility will be determined on whether the student qualifies for Medicaid or has some other source of reimbursement to pay for the CSCT Services.

C. Mental Health Center’s CSCT Services team will review its current caseload in terms of census and acuity, and potential near-term discharges. If a student qualifies for CSCT Services and Mental Health Center’s CSCT Services team has room, the student will be enrolled. If not, the student will be placed on Mental Health Center’s CSCT Services waiting list.

D. For each student enrolled in Mental Health Center’s CSCT Services program, School District will keep a copy of the student’s Parent/Legal Guardian signed authorized release of information form for information sharing between Mental Health Center and School District

- V. School District: Description of PBIS program that is District/School Wide.** Bigfork School District #38 and has Positive Behavioral Intervention and Support Programs for grades K-12 that include the following procedures:
- A. Identifying youth who exhibit inappropriate behaviors to the degree that a positive behavior intervention plan is needed and youth at risk of, or suspected to have need of, mental health services;
 - B. Implementing and monitoring the progress of a positive behavior intervention plan for its effectiveness; and
 - C. Referring youth to the CSCT Services program when positive behavior interventions and supports have not resulted in significant positive behavioral change or when a youth may have a clinical condition and may be in need of mental health services.

VI. School/Mental Health Center Annual Training

- A. Mental Health Center's CSCT Services Team and/or Clinical Supervisor will offer to School District personnel one time per school year during PIR training time or school staff meeting, an informative in-service that explains:
 - 1. Mental Health Center's CSCT Services
 - 2. Mental Health Center CSCT Services referral process and criteria
 - 3. Signs and symptoms that indicate a need for mental health services for a youth
 - 4. Confidentiality requirements under FERPA, HIPPA, and HITECH
- B. Once each semester, Mental Health Center's CSCT Services Team and/or Mental Health Center Clinical Supervisor will offer to parents and students an at school open house, parent teacher conferences, or at a special predetermined time, a training/presentation explaining the same information as in VI.A.1 through VI.A.4

EXHIBIT 3

Payment Schedule

School District will reimburse Mental Health Center according to the following payment schedule:

1. For Medicaid eligible children receiving Medicaid covered CSCT Services authorized by First Health Services of Montana, the DPHHS Medicaid Fee Schedule. Payment for services denied by Medicaid will be retained by School District until eligibility issues are resolved.
2. It will be the responsibility of Mental Health Center to seek payment of CSCT Services rendered to non-Medicaid eligible children from all third party payers following DPHHS third party liability guidelines. For children that have neither Medicaid nor private third party insurance coverage, Mental Health Center agrees to bill the student or student's family, as appropriate, following DPHHS's sliding fee schedule for CSCT Services provided to non-Medicaid eligible, uninsured students.