

Agreement for Behavioral Health Services

This Agreement for Behavioral Health Services (“Agreement”), is entered into by and between the Rapides Parish School Board (hereinafter “School Board”) and _____ (hereinafter “Behavioral Health Provider”). This Agreement is effective as of the _____ day of _____, 20____, following joint signatures of the parties.

Whereas, Behavioral Health Provider (BHP) is a qualified provider of Behavioral Health Services in accordance with La. R.S. 17:173 and 17:3996 (B) (45);

Whereas, the School Board is required, with the parent or guardian’s written request and consent, to allow BHP to provide certain behavioral health services, at certain designated School Board facilities, to identified/eligible students who are enrolled in one of the School Board’s schools;

Now, therefore, in consideration of the use of such School Board facilities and access to identified/eligible students during the school day, the BHP hereby agrees to abide by the following terms and conditions:

Article I Behavioral Health Provider’s Rights and Obligations

1.1 General Commitment. As described herein, BHP will provide certain behavioral health services (as defined in section 1.3 below) to identified/eligible students (as defined in section 1.4 below) at the school’s identified in section 1.5 of this Agreement, during days and times mutually agreed to by the parties. The parties understand that services identified under this agreement will only be provided in accordance with the official School Board calendar during months where school is in session and not during the summer period, school holidays, or school closures. The parties further agree that, in order to maintain the integrity of educational services to identified/eligible students, services rendered by BHP to participating students shall not exceed 90 minutes per week, for any individual student. BHP services shall not be provided by BHP during the applicable time designated for statewide testing by the Louisiana Department of Education. The BHP is not authorized to conduct group sessions with students. All BHP services must be provided on a 1:1 basis. Group parties and similar celebratory activities must occur outside of school hours, away from school premises.

1.2 Behavioral Health Provider Acknowledgment. BHP understands and agrees that the School Board will only permit access to identified/eligible students on School Board premises during the school day under the following terms and conditions:

- a. Request for BHP observations, services, and access to School Board facilities must be submitted by the BHP at least five (5) school days before the requested activity. Approval of such requests may be granted by the School Board only after a signed written Agreement with the BHP, production of required assurances and documents, written consent of the

- parents on a form designated by the School Board, and all other terms and conditions set forth in this Agreement.
- b. A visit by the BHP to a designated School Board facility is only authorized for the limited purpose(s) described herein.
 - c. Subject to the limitations stated in Section 1.1, observation or services provided by the BHP shall not exceed 90 minutes per week. Grouping students or providing services to two or more students during the same session is not authorized.
 - d. The BHP will conduct permitted observations/services only on the date(s) and time(s) and at location(s) specifically authorized by the School Board through its designated representative. Makeup sessions will not be accommodated. Access to classrooms and teachers is prohibited unless specific consent has been obtained from the principal/designee for a defined period of time and defined purpose.
 - e. The BHP must provide a certificate verifying that a Criminal Background Check has been completed by Louisiana law enforcement authority within the past 12 months as required herein.
 - f. The BHP agrees to make every reasonable effort to ensure that observations or services do not disrupt any student or any staff member in carrying out his/her educational responsibilities. BHP agrees to refrain from entering classrooms and other instructional areas without consent of the principal/designee.
 - g. The BHP agrees to respect the privacy rights of every person at the School, whether student, staff, or other individual. More specifically, the BHP shall not report any observation relating to any other student or any educational service provider and shall not include or otherwise disclose the name or other identifying information of any other student in any written or verbal observations or reports. The BHP shall not interact with any other students or school staff unless specifically authorized to do so by the School Board.
 - h. The BHP shall report to the School Principal or designee when entering and leaving the School. Should the BHP be asked to leave the school premises, he/she shall do so promptly.
 - i. Observing and/or providing services on School Board premises is a privilege, not a right, and must conform to parameters established by the Superintendent and School Board, including appropriate attire and decorum. This includes, but is not limited to talking, gesturing, and restrictions on the use of tobacco and electronic devices, possession of firearms, and other lawful orders for direction of School Board personnel in the performance of their duties.
 - j. BHP agrees that any visit to a School Board facility is for authorized purposes related to identified/eligible students only, with signed consent of the parents, and under parameters established by the School Board. The School Board reserves the right to terminate any visits/observations that become adversarial, promote the use of public property for private gain, or are otherwise used for unauthorized purposes. Failure to comply with applicable

law, School Board policies, and/or this Agreement will constitute an appropriate basis for termination of the BHP's authorization to provide services on any school campus.

- k. Permission for the BHP to observe/provide services does not carry with it approval to provide consultation, advice, or recommendations to school staff during such observation or services. Unless specifically authorized by the principal for his/her designee, the BHP agrees that discussions with staff shall not take place during observations or delivery of BHP services.

1.3 Scope of Services. BHP acknowledges that he/she shall provide behavioral health services as that term is defined under La. R.S. 17:173 and 17:3996 (B) (45) only to identified/eligible students. The services provided to identified/eligible students shall include: (1) a behavioral health evaluation that includes, but is not limited to, diagnosis; type of intervention; length of intervention; identification of student's goals; and identification of the impact of the student behavior on a student's educational program; and (2) individual psychotherapy; family psychotherapy; psychotropic medication management; community psychiatric support and treatment; and crisis intervention. The BHP understands and agrees that no services rendered as behavioral health services under this Agreement shall supersede the authority of the student's Individualized Education Program (IEP) Team or Section 504 Team/Committee in determining appropriate services for such students in accordance with applicable federal and state laws and regulations.

1.4 Identified/eligible students. BHP will provide services to only those children (a) enrolled in a school operated under the authority and jurisdiction of the School Board and (b) who have produced the signed written consent of a parent or guardian, on a form provided by the School Board, authorizing the treatment from BHP at the School Board facility. For students 18 years of age or above, BHP will provide Services to only those students (a) enrolled in a school operated under the authority and jurisdiction of the School Board and (b) who have produced a signed written consent of the student, on a form provided by the School Board, authorizing the treatment from BHP at the School Board facility. Prior to treating any student, BHP will verify that a signed consent form has been obtained and is on file for the student. The BHP must also provide a "consent to release information form" between the BHP and RPSB to maintain an open line of communication of student progress.

1.5 Designated School Board Facilities. BHP acknowledges and agrees that access to School Board facilities for behavioral health treatment of identified/eligible students under this Agreement is limited to specific schools designated and assigned by the School Board. Accordingly, BHP is only authorized to serve identified/eligible students at the following school(s):

- 1.6 Reimbursement for Services.** BHP will have sole responsibility to seek reimbursement for services rendered from the student's parent or legal guardian individually or through an applicable health insurance policy, Medicaid or any other third party payer other than the School Board. BHP understands and agrees that under no set of circumstances is the School Board to have any liability or responsibility for the payment of any sums to BHP for services provided to any student, patient, or person. BHP agrees that there are no cost to the School Board whatsoever for this program and that the School Board will not provide any supplies or materials. BHP understands and agrees that the School Board is an authorized Medicaid provider and, as such, BHP assumes sole responsibility for ensuring that his/her/its behavioral health services do not conflict and/or duplicate services provided by the School Board.
- 1.7 Maintenance of Necessary Insurance.** If in the performance of the BHP's operations or duties hereunder, BHP employees or personnel bring upon School Board property motor vehicles of any description, have any direct or collateral contact with students, major medical advice or services to students, perform any mechanical repair services under this Agreement then, in that event, the BHP will provide and maintain the following policies of insurance, naming Rapides Parish School Board as additional insured, and will provide the School Board with a certificate assuring said coverage, to-wit:
- a. A policy of general liability insurance with bodily injury limits of not less than \$300,000.00 of injury to any one person;
 - b. The policy of fleet vehicular liability coverage with the non-owned vehicle endorsement with bodily injury limits of not less than \$300,000.00 to any one person;
 - c. A policy of worker's compensation insurance or an approved certificate of Louisiana Worker's Compensation plan covering the BHP's operations in Louisiana;
 - d. Certificate verifying the BHP and its employees are enrolled and covered by the Louisiana Medical Malpractice Act and that an underlying malpractice policy limits of \$500,000.00 is in full force and effect.
- 1.8 Indemnification** (included in all Agreements). The BHP agrees to protect, defend, indemnify, save and hold harmless the School Board and any and all subsections, departments, officers, agents, servants and employees thereof including volunteers from and against any and all claims, demands, expenses and liability arising out of damages, injury or death to any person or the damage, loss or destruction of any property which claims grow out of or arise from any act or omission of the BHP, its employees, agents or servants or volunteers, whether in tort, workers compensation, strict liability or otherwise, excluding only any liability arising solely from the negligence or fault of the School Board or its agents or employees. Should the School Board or any of its employees be presented with any claim for money or otherwise, the BHP agrees in addition to indemnification of said claims to assume the defense of and indemnify the School Board against any expenses for attorney fees, investigation or legal defense of said claims to the extent recited above.
- 1.9 Designation of Representative.** Within 10 days of the execution of this Agreement, BHP will designate an employee to serve as liaison to the School Board relative to this Agreement.

1.10 Annual Report. BHP agrees at the end of each fiscal year, to provide the School Board with the report of the number of students treated by BHP under the terms of this Agreement. The report shall indicate the number of students treated at each designated school facility. At a minimum, the BHP agrees to provide School Board with a report of student progress pursuant to BHP services at least five (5) days prior to each reporting period established by the approved School Board calendar. The BHP shall provide immediate notification to appropriate law enforcement entities and the School Principal or other appropriate school official in the event a student poses a significant and imminent risk to the health, safety, and well-being of the student, other students, staff, or the community at large. This paragraph shall not be interpreted to require the disclosure of confidential student/patient information except where authorized to address health and safety emergencies.

1.11 Criminal Background Checks. If the employee or agents of the BHP have direct supervision, discipline or contact with Rapides Parish school students, the BHP will cause such persons to undergo a criminal history review conducted in accordance with R.S. 17:15 and will provide a copy of said review to the School Board prior to conducting any operations under this Agreement. The review shall be repeated yearly and if any employee or agent of the BHP is arrested for any offense more serious than a traffic offense during the term of this Agreement or any extension thereof, the BHP will notify the School Board of the facts and circumstances thereof. If the School Board conducts any criminal reviews for the BHP, the cost thereof shall be refunded to the School Board.

If in the performance of the Agreement herein, the BHP reviews, has access to, makes copies of, accumulates, in any way records, whether electronically or in any manner, records of students and personally identifying information of students as defined by law then, the BHP agrees and stipulates that it will abide by and be bound by the federal and state laws and regulations providing for the privacy of such records and the distribution and destruction thereof including but not limited to R.S. 17:3913-3914 as same may be amended or modified, and the Federal Family Educational Rights and Privacy Act (FERPA) 20 USC 1232G and its implementing regulations codified at 34CFR 99 *et seq.*

1.12 Licensure of Employees. BHP represents and warrants that all employees and contractors providing services under this Agreement are properly licensed and qualified to provide the professional services and that all such licenses and qualifications are current and in effect. BHP shall provide, within five (5) business days, copies of appropriate licenses and qualifications upon request by the School Board. If the BHP is an organization – that is, other than an individual BHP, as defined by La. R.S. 17:173(B)(1) – then, the organization shall identify each individual who will be providing services **without full licensure** and the respective supervising health professional(s) for those individuals. The BHP is solely responsible and warrants that all individuals providing behavioral health services have the necessary background education, training, and experience and have been directly observed by a fully licensed BHP and determined to be competent in carrying out their roles prior to having contact with students. Such information regarding education, training, and experience shall be disclosed to parents/legal guardians of students being served. Contact information for all individuals providing services and their respective supervisor(s) must be current and any changes to service staff or supervisor must be communicated to __[district staff]__ within two (2) business days of any change. The School Board shall deem any violation of this Agreement or any applicable Board policy by the service

provider or the supervising professional as a violation of the Agreement or applicable policy by the BHP organization.

1.13 Maintenance of Patient/Client Records. BHP agrees to comply with applicable state and federal laws, rules, and regulations regarding the confidentiality, storage, use, and destruction of patient/client medical records.

The State of Louisiana has enacted new laws governing the collection, disclosure and use of student's personally identifiable information. The new laws require that any Agreements between a School Board and a third party, who is entrusted with personally identifiable information of any student, contain the statutorily prescribed minimum requirements as to the use of personally identifiable information. In order to comply with the requirements of applicable State and federal laws and regulations relative to privacy and confidentiality, BHP agrees as follows:

In accordance with La. R.S. 17:3914(F), BHP agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by BHP to access the information, the ability to do so. Personally identifiable information must be protected by appropriate security measures, including, but not limited to, the use of usernames, secure passwords, encryption, security questions, etc. BHP's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access these systems. The BHP agrees to perform regular reviews of this protection methods and perform system auditing to maintain protection of its systems. BHP agrees to maintain secure systems that are patched, up-to-date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by BHP to access personally identifiable student data, BHP shall implement various forms of authentication to identify the specific individual who is accessing the information. BHP must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it collects and maintains. BHP shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

BHP shall implement appropriate measures to ensure the confidentiality and security of personal identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

BHP agrees that all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the BHP's designated backup and recovery processes. All servers, storage, backup, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agree to in writing by the School Board.

BHP agrees that all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, BHP further agrees that no data of any kind shall

be revealed, transmitted, exchanged or otherwise passed to other BHPs or interested parties. BHP shall not sell, transfer, share or process any student data for any purposes other than those listed in the Agreement, including commercial advertising, marketing, or any other commercial purpose.

BHP shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing potential breach. BHP's response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an authorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether BHP stores and manages the data directly or through a contractor, such as a cloud service provider.

BHP shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. BHP must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

BHP is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to BHP and the School Board. The confidentiality obligations shall survive termination of any Agreement BHP for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

BHP acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). BHP hereby waives the posting of a bond with respect to any action for injunctive relief. BHP further grants the School Board the right, but not the obligation, to enforce these provisions in BHP's name against any BHP's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

BHP agrees to comply with the requirements of La. R.S. 51:3071 *et seq.* (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the BHP's security obligations or other event requiring notification under applicable law, BHP agrees to notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, BHP agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the

option to audit BHP's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

- 1.14 Equipment Provided by Behavioral Health Provider.** BHP will provide all materials, equipment and supplies needed to perform services under this Agreement.
- 1.15 Non-Discrimination.** BHP will not discriminate against any student. All students will be treated in a manner which provides equal opportunity to programs and services.
- 1.16 Rights to Be Present.** Unless the BHP certifies in writing that it is essential that the parent be present during services provided at school, no persons other than student and trained provider shall be present during services provided at school.

Article II

School Board Rights and Obligations

- 2.1 Use of Premises.** The BHP understands and agrees that its use of public school premises is subject to Article 7, § 14 of the Louisiana Constitution which prohibits the School Board from allowing use of its property for private gain. Accordingly, BHP agrees to establish and officially file its business status, including its official address, with the Louisiana Secretary of State and to comply with all federal and Louisiana laws and regulations governing the establishment and operation of a private business or independent contractor entity, whether designated as a for-profit or non-profit business/entity.
- 2.2 Provision of Facilities/Space Available.** The BHP understands that School Board premises are designated for and dedicated to educational purposes during the school day and that space availability may be limited or non-existent in School Board buildings. The School Board shall not be responsible for making suitable space available for the BHP, and BHP is solely responsible for making alternative off-campus arrangements when, at the determination of the school, suitable space is unavailable for delivery of behavioral health services to a student during the school day. Should space be available at School Board's schools under the terms of this Agreement, the School Board will not assure the confidentiality of any school location used by the BHP. The BHP shall have sole responsibility for determining whether its services can be legally and ethically provided in a particular location at any given time, based on privacy and confidentiality considerations.
- 2.3 Access to Student by School Board.** In no instance shall the BHP prohibit School Board employees from physically accessing at any time a student who is receiving services from the BHP under this Agreement. Accordingly, the BHP shall not lock or otherwise block access to any location within a school facility in which the BHP is providing services under this Agreement to a student.
- 2.4 Other Activities.** Only behavioral health services are permitted. Individual and group celebratory activities or non-therapeutic gatherings must take place outside of school hours and away from school premises. Make-up sessions will not be permitted due to instructional time and space constraints.

- 2.5 Solicitation.** Solicitation of any kind is strictly prohibited. Advertising flyers, business cards, and other direct and indirect advertising of a BHP's services on school premises is strictly prohibited. BHPs shall not contact or harass parents/students as a means of soliciting business/billing Medicaid or private insurance. Practice conflicts between competing BHP agencies or individuals shall not occur on school premises or involve enrolled students.
- 2.6 Emergencies.** The BHP and school staff will work collaboratively to address any emergency situations that may involve a student, including suicidal threats, threats of violence, and threats of terrorism. The BHP agrees to follow statutory requirements for mandatory reporting threats of violence and threats of terrorism.

Article III **Term and Termination**

- 3.1 Term.** This Agreement shall begin on the effective date and shall terminate on May 30, 20____. Thereafter, the Agreement may be reviewed in writing signed by both parties, for additional one (1) year terms, each commencing upon the termination of the prior term.
- 3.2 Termination for Convenience.** The BHP may terminate this Agreement, for any reason, by providing at least thirty (30) days' prior written notice to the other party.
- 3.3 Termination for Cause.** The board may terminate the agreement without any delay for BHP violation of obligations or conditions of this agreement upon reasonable notice.
- 3.4 Construction of Agreement** (applicable in all cases). This Agreement shall not be construed as a partnership, joint venture or any other legal entity, nor shall it provide for stipulations of benefits to any third parties not a party to this Agreement. The obligations of indemnity and defense shall survive the termination of this Agreement; this Agreement shall be construed in accordance with Louisiana Law and any action to enforce this Agreement or any term thereof shall be brought in the Ninth Judicial District Court, Parish of Rapides, State of Louisiana.
- 3.5 Survival.** Sections 1.8, 1.13, and 4.1 shall survive termination of this Agreement.

Article IV **Miscellaneous Terms**

- 4.1 Compliance with Law.** Both parties shall comply with all federal and state laws and regulations applicable to this agreement, including without limitation, any applicable requirements of the State of Louisiana Department of Education and Department of Health and Hospitals. The School Board acknowledges and agrees that BHP is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. BHP acknowledges and agrees that records maintained by the School Board are subject to the Family Educational Rights and Privacy Act ("FERPA"), as amended from time to time. Against this backdrop, BHP's patient records will be (a) maintained separately from School Board education records and (b) subject to HIPAA not FERPA; School Board education records will (c) not include records of services performed under this Agreement and (d) shall be subject to FERPA, not HIPAA.

- 4.2 **Code of Ethics.** BHP certifies and acknowledges that the Louisiana Code of Government Ethics (Code) applies to this Agreement and further certifies and acknowledges that no one prohibited from entering into a contractual relationship with the School Board as a result of that Code is involved or will become involved in any matters pertaining to this Agreement. Accordingly, no person employed in any capacity under the School Board’s jurisdiction shall have any interest, financial or otherwise, direct or indirect, or engage in any business, employment transaction, or professional activity, or incur any obligation of any nature, which is substantial conflict with the proper discharge of his/her duties or employment in the terms of this Agreement.
- 4.3 **Rights Beyond Termination.** The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- 4.4 **Assignment.** The Agreement may not be assigned to any other party by the BHP.
- 4.5 **Notice.** Written notice, given under the provisions of this Agreement, shall be deemed given, if personally delivered to the other party by overnight courier or messenger, or if deposited in the U.S. mail, in a properly stamped envelope, and sent certified mail, return receipt requested, addressed or transmitted as:

To Behavioral Health Provider: _____
 (Behavioral Health Provider)
 Attention: _____

To School Board: Rapides Parish School Board
 Attention: Superintendent Nason “Tony” Authemnt
 P. O. Box 7117
 Alexandria, LA 71306-7117

All notices shall be effective upon delivery.

- 4.6 **Waiver.** No waiver of any default hereunder shall be construed to be or shall constitute a waiver of any subsequent default.
- 4.7 **Construction and Effect.** This Agreement supersedes all prior negotiations, representations or agreements, if any. The Article and Section headings are solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Schedules or Exhibits referred to herein are made a part of this Agreement by the respective references to them. This Agreement constitutes the entire agreement between the parties hereto.

4.8 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term in provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

4.9 Amendments. This Agreement shall not be altered, modified, or amended except by written instrument approved by the Superintendent or designee.

4.10 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or related to this Agreement shall be litigated only in the 21st Judicial Court for the Parish of Rapides.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement as effective on the date set forth in the first paragraph.

Behavioral Health Provider

By: *(Signature)* _____

Name (Printed): _____

Title: _____

Date: _____

Rapides Parish School Board

By: _____

Name (Printed): Nason "Tony" Authement

Title: Superintendent

Date: _____