



CONTRACT BETWEEN:
ALLIED BEHAVIORAL HEALTH SOLUTIONS
AND
JEFFERSON COUNTY SCHOOLS
FOR THE PROJECT OF
SCHOOL-BASED BEHAVIORAL HEALTH LIAISON

This contract describes the agreement between Allied Behavioral Health Solutions (ABHS) and Jefferson County Schools (JCS) as a Contract for the project of School-Based Behavioral Health Coordination.

PROGRAM DESCRIPTION:

School-Based Behavioral Health Services close gaps in access to care for numerous children. The ability to access services within the school system eliminates barriers around transportation and time limitations while also allowing for educators to identify and express concerns around the social-emotional well-being of youth. The experiences of stress and trauma that have greatly impacted learning environments in previous years have been exacerbated in a return to school post-pandemic and have demonstrated even further need for behavioral health supports in a child's most consistent system. ABHS and JCS recognize the need for a well-developed collaborative model that leverages the benefits of services currently offered in the schools and the benefits of outside behavioral health consultation to increase support and intervention opportunities for students and staff.

INTENT AND RELATIONSHIP OF THE PARTIES:

For school year 2022-2023, JCS and ABHS established an MOU to provide behavioral health access within schools. These services will be provided to students in all buildings with a total of ten (10) clinicians. In 2021-2022, ten clinicians provided services to approximately 600 students, demonstrating exceptional need to behavioral health support within the school system. In reflection of this awareness, a collaborative multi-tiered system for school-based behavioral health coordination using School-Based Behavioral Health Liaisons (SBBHLs) will be developed to amplify the existing services provided by School Counselors and to provide ongoing clinical services as needed.

SCOPE OF SERVICES

The School-Based Behavioral Health Coordination team will:

- ABHS and Jefferson County Schools staff will collaborate to identify a clear Behavioral Health workflow to match Tier I, II, and III of current school interventions.



- ABHS and Jefferson County Schools will identify clear roles and responsibilities of all staff members involved in the project
- ABHS and Jefferson County will identify clear data metrics to be tracked and maintained on all students participating in SBBHL activities, including identification of metrics that will result in tiered intervention.
- ABHS and Jefferson County will identify role of SBBHL staff in RTI-B teams
- Given collaborative nature of the developing model, shared language will be imperative. While school staff and SBBHL will prioritize valued differing perspectives to provide a comprehensive treatment team for students, shared foundational knowledge will be necessary. ABHS and Jefferson County will develop a cohesive cross-training plan to include identified school personnel, school counselors, and SBBHLs.
- SBBHLs will continue to provide reimbursable behavioral-health services and counseling within their assigned schools.

PERIOD OF SERVICES

The period for these services will be from July 1, 2022 until December, 31 2023; with the understanding that ABHS will secure funding from additional resources to continue services from January of 2023 through December of 2024. Sixty (60) days before the end of this term, the contract will be re-assessed by both parties to determine renewal.

LOCATION

SBBHLs will be assigned to specific schools and will work from these locations. SBBHLs will have dedicated, private, space within their identified schools to provide services. SBBHLs will be employed by ABHS, who is headquartered in Nashville, TN. ABHS will provide clinical support and program leadership to the SBBHLs both locally and remotely.

RESPONSIBILITIES

Allied Behavioral Health Solutions:

- ABHS will recruit, hire, and train ten Master's level clinicians to occupy the role of SBBHL.
- ABHS will manage all payroll and benefits for SBBHL staff.
- ABHS will provide all necessary supplies for SBBHL staff.
- ABHS will provide all necessary licensure supervision for SBBHL staff by clinicians approved within their licensure status to provide said supervision.
- ABHS will collaborate with JCS to identify clear workflows and tiers of support for SBBHLs.
- ABHS will train staff in workflow, job activities, and data collection to be closely monitored and shared with JCS as requested.
- All students referred for services will be screened for a variety of behaviors using PHQ-9, PSC-17, or other behavioral health screeners to track level of severity and progress.



- ABHS staff will attempt to engage all families in, at minimum, an initial intake appointment.
- Clinician will provide individual and family counseling to patients as needed. Clinician will also coordinate additional behavioral health referrals should they be warranted.
- ABHS will bill all eligible time and services to the insurance provider of the identified client and JCS will not be responsible for any funding of services provided to patients.

Jefferson County Schools:

- Dedicated space will be allocated to provide a contained, private, area for provision of clinical services.
- Internet access will be readily available and reliable in an effort to provide consistency through telehealth services
- JCS will collaborate closely with ABHS to identify intervention tiers under School-Based Behavioral Health Coordination model.
- JCS and ABHS will collaborate on the development and provision of student support groups.
- JCS will identify a point person within each physical school structure to act as a point person for distribution of intake forms, collection of intake forms, and coordination of services with ABHS staff.
- JCS will provide referrals and additional supporting documentation regarding referrals to Clinician in a timely manner
- JCS Staff will not be responsible for Billing inquiries, issues resolution related to ABHS services billed to patients
- JCS will not hold ABHS liable for any form of rent or occupancy.

COVID-19 RESPONSE PLAN

Since the awareness of COVID-19 in March of 2020, Allied Behavioral Health Solutions has worked closely with the Tennessee Department of Health to ensure a sanitary and appropriate response to delivering high-quality behavioral health services during the pandemic. As such, ABHS has strict policies in place around staff self-screening for illness, engaging in daily temperature checks, and report any possible exposures. Staff who have had potential exposures are not allowed to work in a physical space with clients until they have received a negative COVID-19 test and/or have complete their 14 days of quarantine symptom free.

ABHS will collaborate diligently with the School Counselors to identify options for meeting students needs during a transition back to a school setting following COVID-19. SBBHL staff will be able to meet any schedule changes as deemed by the school in regards to decreased student numbers in the school building or decreased days of contact within the schools. Further, ABHS will identify a brick and mortar space for SBBHL staff outside of the school system so that behavioral health services may continue should the school identify a need to send all students home for remote learning.

Additionally, ABHS provides telehealth support to all of its staff so that services may be provided both in person and remotely should another shelter-in-place order be issued. As behavioral health is considered an essential service, ongoing provision of services and continued contact with students will not be

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limited by potential changes in a student's physical location during the school day. As new information becomes available through the CDC and other reliable medical sources, ABHS will continue to collaborate with JCS to identify and implement the most effective strategies for ensure both

SUBCONTRACTING

Neither JCS or ABHS shall engage in subcontracting of any of the outlined positions above without the direct knowledge and collaboration of the other entity. Employment for SBBHLs and JCS staff shall be governed by the laws of the State of Tennessee

COMPENSATION

- 1) It is agreed that Jefferson County Schools will pay Allied Behavioral Health Solutions \$100,000 for the creation of the School-Based Behavioral Health Coordination system and the employment of ten (10) School-Based Behavioral Health Liaisons.
- 2) All payroll structure, taxes, and benefits will be at the discretion and responsibility of ABHS.
- 3) Allied Behavioral Health Solutions understands and agrees that:
 - a. Jefferson County Schools will not pay or withhold on behalf of ABHS any sums for income tax, unemployment insurance, Social Security, Medicare or any other withholding pursuant to any law or requirement of any governmental body relating to ABHS
 - b. All of such payments and withholdings are the sole responsibility of ABHS
 - c. Allied Behavioral Health Solutions shall withhold all applicable payroll taxes and all wages shall be reported annually on W-2 tax form.
- 4) Jefferson County Schools shall opt to pay Allied Behavioral Health Solutions in one lump sum by July 31, 2022 or in two (2) installments (payable July 31, 2022 and October 1, 2022) over the course of the contract, to be mutually agreed upon at the signing of the contract
- 5) Parties will revisit the contract at the mid-point of the project, prior to the second installment payment, to discuss number of students served and to establish if reimbursement is reflective of the work contributed by SBBHLs.

INTELLECTUAL PROPERTY

All intellectual property owned as of the Effective Date by Jefferson County Schools and Allied Behavioral Health Solutions, respectively, will continue to be owned by such parties, respectively. Subject to applicable requirement of this contract, (i) Jefferson County Schools shall own all intellectual property conceived solely by JCS personnel resulting from the project; (ii) Allied Behavioral Health Solutions shall own all intellectual property conceived solely by ABHS staff resulting from the project and (iii) JCS and ABHS shall jointly own all intellectual property conceived jointly by personnel of both entities resulting from this projects.



CONFLICTS OF INTEREST

Allied Behavioral Health Solutions warrants that no part of the total Contract shall be paid directly or indirectly to an employee or official member of Jefferson County Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to ABHS in connection with any work contemplated or performed relative to this Contract. ABHS acknowledges, understands, and agrees that this Contract shall be null and void if ABHS is, or within the past six months has been, an employee of Jefferson County Schools or if ABHS is an entity in which a controlling interest is held by an individual who is, or within the past six month has been, an employee of Jefferson County Schools.

NONDISCRIMINATION

Allied Behavioral Health Solutions agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of ABHS on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or statutory law. ABHS shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

CANCELLATION

By signing this Contract, Jefferson County Schools agrees to a one-year contract for the School Based Behavioral Health Coordination Project. Jefferson County Schools reserves the option to not renew after the initial year. Cancellation of this agreement can be submitted, in writing, for consideration up to 30 days after signing. After the initial 30-day period, the Contract is considered in full effect and no refunds will be offered.

INDEMNIFICATION

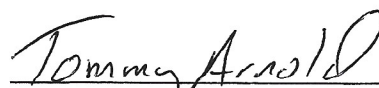
Allied Behavioral Health Solutions and Jefferson County Schools shall indemnify and hold each other harmless against any legal action, liabilities, damages or costs incurred in such actions occurring or in connection with this Agreement, or as a result of ABHS's actions hereunder, provided that such actions are taken in accordance with this agreement.

SIGNATURES


In Witness Whereof, the undersigned have executed this Contract as of the date as of the last signature below:



Signature of Jefferson County Schools

 9/22/22

Printed Name Date



Signature of Allied Behavioral Health Solutions

Alison D. Peak LCSW, IMH-E 7/13/22

Printed Name Date