

MENTAL HEALTH LIAISON AGREEMENT

THIS MENTAL HEALTH LIAISON AGREEMENT (“Agreement” or “MHLA”) is made and entered into effective April _____, 2019, by and between Bethesda Lutheran Services, a Pennsylvania non-profit corporation, (“Bethesda” or “Agency”) and Crawford Central School District (“CCSD”), collectively referred to as “Parties”.

WITNESSETH

WHEREAS, Bethesda operates multidisciplinary programs designed to nurture, foster and protect children, including children who require mental health support;

WHEREAS, CCSD is a school district providing educational opportunities to children within the bounds of its district;

WHEREAS, some of the children served by CCSD require additional services in the form of a Mental Health Care Liaison;

WHEREAS, Bethesda desires to provide the services of a Mental Health Liaison to CCSD in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Services Provided and Term

- (a) Subject to the terms and conditions of this Agreement, CCSD agrees to pay Bethesda the sum of Twenty Nine Thousand Three and 45/100 (\$29,003.45) Dollars and Bethesda agrees to provide a Mental Health Liaison (“MHL”) to CCSD for the 2019-2020 school year. Commencing 15 days before the first day and 5 after the 2019 -2020 school year, or on such other date as is mutually agreed upon by the parties (the “Effective Date”). This Agreement may be renewed for additional terms of one (1) year, unless terminated by either party upon sixty (60) days written notice prior to the expiration of the initial or successive terms, or otherwise terminated pursuant to their Agreement.
- (b) From the date of the execution of this Agreement, MHL agrees to adhere to all recognized professional ethics and standards, to avoid all activities and actions that might injure in any way, directly or indirectly, CCSD or any of its students and to follow all policies established by CCSD, or to engage in any action that would be illegal, or construed as unethical, or as fraud or abuse, or that would constitute unprofessional conduct, including, but not limited to discrimination or harassment of staff, co-workers, supervisors, or students.
- (c) The MHLA agrees to fulfill the duties and responsibilities as set forth in the Job Description attached hereto and made a part hereof as Exhibit “A”. This Job Description may be reasonably modified from time to time by written Agreement of the Parties.

2. Provision of Services by the Agency

(a) Professional Services

- (1) The Agency shall provide professional services on a part time basis to CCSD. Such part time basis shall be defined as: one hundred (100) hours during the school year of up to 200 days, Monday through Friday, on a schedule to be determined by the Parties.
- (2) The Agency shall be responsible for working with and providing mental health coordination for select CCSD students.
- (3) The Agency shall attend all required meetings associated with these services.
- (4) The Agency will assure timely completion of all assigned tasks and duties.
- (5) The Agency shall maintain, in good standing, all permits, licenses, certifications, approvals, authorizations and the like necessary for the full and effective practice of mental health counseling of CCSD students.

(b) Authority and Control of CCSD:

- (1) Bethesda agrees that CCSD shall have complete authority with regard to acceptance for treatment of or refusal to treat any student.
- (2) CCSD shall direct and control the assignment of students to the MHLA. Such determination shall be solely at the discretion of CCSD. The MHLA agrees to treat such students as are assigned to him/her by CCSD.
- (3) The performance of services by the MHLA on behalf of CCSD shall be conducted at such times and at such places as shall be determined by CCSD, and shall be in accordance with any and all rules established by CCSD in conjunction with Bethesda.

3. Compensation to Bethesda

(a) Lump Sum

CCSD shall pay to Bethesda the non-refundable sum of Twenty Nine Thousand Three and 45/100 (\$29,003.45) Dollars payable on or before June 30, 2019.

(b) Benefits

The following benefits shall be provided to the MHL:

- (1) CCSD will provide facilities, to allow the MHL to perform the required duties.

4. Termination

- (a) Notwithstanding any of the provisions of this Agreement to the contrary, either party may terminate this Agreement, with cause, upon sixty (60) days' written notice to the other party.

- (b) CCSD also may terminate this Agreement effective immediately in the event:

- (1) The MHL has been formally indicted or charged with any criminal violation involving violent crimes or crimes;
- (2) The MHL's abuse or misuse of prescription medicine;
- (3) The MHL's license, permit, authorization, approval or certification necessary to continued practice is revoked, suspended or otherwise restricted or limited;
- (4) The MHL breaches any obligation under this Agreement and fails to cure, or take reasonable steps to cure, the breach within seven (7) days after his/her receipt of written notice of the breach; or
- (5) The MHL's death or serious job related disability.

The sixty (60) day advance notice provision for termination provided for at subsection (a) of this Section 4 shall not be applicable in the event of termination pursuant to this sub-section (b).

- (c) The fee paid by CCSD in Paragraph 3, *infra* id **non-refundable**.

5. Information and Records

Bethesda shall not disclose information ("Information") relating to the operations of CCSD to persons other than governmental or private accreditation or licensing bodies or third-part reimbursement programs, or as otherwise required by law, unless CCSD shall have given written consent for the release of information. The Information shall include student's records and all other information kept in the normal operation of the MHL. Student and other records connected with services provided by the MHL at CCSD pursuant to this Agreement are and shall remain the property of CCSD. The MHL is permitted to disclose properly information related to the normal course of care and treatment to students.

6. Assignment

This Agreement and the rights and obligations hereunder may not be assigned by Bethesda without the written consent of CCSD.

7. Notice

All notices which are required or permitted to be given under this Agreement shall be in writing and shall be sent certified mail, return receipt requested. All notices shall be deemed to have been given as of the date of the postmark by the Post Office. Postmark by meter machine shall not be recognized as due notice. All notices shall be addressed to the other party at the following addresses:

CCSD: 11280 Mercer Pike
Meadville, PA 16335

Bethesda: 15487 State Highway 86
Meadville, PA 16506

or at such other address as a party may from time to time designate by notice hereunder.

8. Waiver

Waiver by CCSD or Bethesda of a breach of any provision of this Agreement by either party shall not be construed as a waiver of any subsequent breach.

9. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto. There have been no oral or other agreements of any kind whatsoever as a condition precedent or inducement to the signing of this Agreement or otherwise concerning the Agreement or the subject matter thereof.

10. Modification

Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing and signing by Bethesda and CCSD. This Agreement may not be orally cancelled, changed or modified or amended, and no cancellation, change, modification or amendment shall be effective or binding unless it is in writing and signed by both parties to this Agreement.

11. Governing Law

This Agreement shall be construed and enforced under, and in accordance with, the laws of the Commonwealth of Pennsylvania.

12. Compliance with Law

- (a) The parties shall comply with all applicable statutes, rules, regulations, and standards of any and all governmental authorities and regulatory and accreditation bodies relating to the treatment of students.
- (b) If any provisions or clause of this Agreement, or application thereof to any person or circumstance, is held invalid or unlawful, such invalidity or

unlawfulness shall not affect any other provision or clause of this Agreement or application thereof, which can be given effect without the invalid or unlawful provision, clause or application.

13. No Third Party Rights

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

14. Construction of Headings

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

IN WITNESS WHEREOF, the parties, by their signatures below, have agreed to the terms and conditions herein, as of the date first written above.

BETHESDA LUTHERAN SERVICES

CRAWFORD COUNTY SCHOOL DISTRICT

By: _____
George Trauner, CEO

By: _____
Thomas K. Washington, Superintendent

Witness

Witness

Exhibit "A"

Mental Health Liaison shall provide the following:

1. Evaluation of CCSD students for mental health treatment;
2. Participation by MHL in appropriate treatment for mental health issues as identified in the evaluation;
3. Follow up with students and other affected parties (including student's parents/guardians) regarding mental health treatment;
4. Support for students identified as having mental health issues;
5. Guidance to CCSD faculty and staff regarding mental health issues and treatment options; and
6. Such other duties and responsibilities as may be assigned from time to time.