

**Crown Counseling LLC and School City of Hobart
Student Mental Health Services Memo of Understanding (MOU)**

THIS MOU is made and entered into the 18 day of August, 2021, by and between School City of Hobart and Crown Counseling, an Indiana political subdivision, 32 East 7th Street, Hobart, Indiana (“School City of Hobart”), and Crown Counseling, LLC an Indiana limited liability company, 1308 North Main Street, Crown Point, Indiana (“Consultant”), (Consultant and School City of Hobart collectively “Parties”).

WHEREAS, School City of Hobart and Consultant desire to enter into a MOU for Consultant to provide appropriate and necessary mental health or behavioral health services to School City of Hobart students at School City of Hobart facilities and

WHEREAS, the Parties acknowledge and agree that nothing in this Agreement restricts the ability of parents/students choosing counseling services other than that provided through the Program and that participation is entirely voluntary and offered for the benefit of parents/students and in a convenient location.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this MOU shall commence August 18, 2021 and shall remain in effect for one (1) year from such date, except as otherwise provided herein for early termination. School City of Hobart will not refer students during its scheduled summer recess per the current school calendar as set forth in Exhibit A attached hereto (to be updated for any renewal term). The term of this MOU will be automatically renewed for subsequent periods of one (1) year each unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then current term of the MOU.

2. SCOPE OF SERVICES REQUIRED

Consultant agrees to provide mental health services in person at School City of Hobart facilities or through a telehealth process to School City of Hobart students referred through School City of Hobart’s identification and referral process described below in accordance with a schedule agreed upon by Consultant and School City of Hobart.

- a. Only School City of Hobart students referred through School City of Hobart’s formal process will receive services hereunder. School City of Hobart staff will follow normal protocols to identify and notify administration of any student exhibiting a pattern of behavior which may warrant attention and mental health services. After review, School City of Hobart administration and staff will contact the student’s parent/guardian to share concerns and, as applicable, schedule a conference with the parent/guardian to share concerns and address potential needs for mental health services. School City of Hobart will obtain written consent from the student’s parent/guardian prior to referral to Consultant. Such referrals will be noted in School City of Hobart’s student record as provided in below.

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- b. Consultant shall obtain necessary consents from the parent/guardian to provide services. (See Appendix B- Crown Counseling School Therapy Referral Process)
- c. School City of Hobart will provide sufficient and appropriate space, furniture, and equipment for use by Consultant's staff while services are being provided. Consultant acknowledges that such space will not be exclusive to the Program.
- d. The Parties agree to ensure that all operations and activities performed are compliant with applicable HIPAA policies and procedures pursuant to the Administrative Simplification Standards of the Health Insurance Portability and Accountability Act of 1996 (CFR Parts 160 and 164), and 42 CFR 42 Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
- e. The Parties acknowledge and agree that nothing in this MOU restricts the ability of School City of Hobart parents/guardians/students choosing counseling services other than those provided through this MOU and that participation is entirely voluntary and offered for the benefit of parents/guardians/students and in a convenient location.

3. REFERRAL/RECORDS

- a. Prior to commencing any student receiving services hereunder, School City of Hobart shall obtain a consent from student's parent/guardian and release of information signed by the parent/legal guardian of the student acknowledging and authorizing the release of information between School City of Hobart and Consultant.
- b. School City of Hobart's referral may be noted in the student's School City of Hobart's cumulative student record but such record shall not include any possible diagnosis or mental health concerns.
- c. All records pertaining to services provided to School City of Hobart students pursuant to this MOU shall be maintained as a medical record by Consultant.
- d. Subject to applicable federal, state and local laws, access to records shall be available for use and reference of School City of Hobart only to the extent necessary to allow optimal treatment for the student and pursuant to the signed consent.
- e. Neither Consultant nor School City of Hobart and their respective staff shall disclose information relating to services without prior written consent except as otherwise required or compelled by law.

4. COMPENSATION AND BILLING

Consultant will be responsible for obtaining authorizations and information required to bill for services provided hereunder and for billing third party payers for all eligible services provided hereunder, Consultant will bill Medicaid directly for all School City of Hobart eligible students requiring individual or group therapy services and possessing active Medicaid coverage. Consultant, when verified as in network, will bill private insurance directly for all School City of Hobart eligible students requiring individual or group therapy services and possessing active private insurance coverage. Consultant will provide parent/guardian of students requiring individual or group therapy services that do not have insurance coverage a Financial Hardship Packet. Parents/Guardians of such students will provide

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necessary documentation required of the Financial Hardship Packet to Consultant to determine if the student qualifies for limited free sessions or reduced cost under this MOU. Parent/Guardian of students qualifying under Financial Hardship will be made aware of the terms of their qualification and asked to confirm their understanding of this arrangement by signing an acknowledgment letter. School City of Hobart shall not be entitled to receive or share in any amounts collected by Consultant from third party payers for services provided hereunder.

In the event that a student does not have insurance and does not qualify under Financial Hardship, and therapy services are being requested for the student, School City of Hobart will pay Consultant an hourly rate of \$60.00 for individual therapy and an hourly rate of \$15.00 per student, minimum of 5 students/ maximum of 15 students for group therapy services during the term of this MOU. At the request of School City of Hobart, Consultant may provide psychoeducational presentations at an hourly rate of \$120.00 per hour. Collaboration between School City of Hobart and Consultant will determine a plan of therapy for each student requiring services. Consultant will invoice School City of Hobart on a monthly basis for services for these students at the described rates with the total annual amount not to exceed \$25,000. In the event Consultant anticipates that annual changes will exceed the annual cap, the Parties will meet to consider amendment to this MOU.

5. INDEMNIFICATION

Consultant agrees to indemnify, hold harmless and defend School City of Hobart from and against every claim, demand, loss, cause of action, damage, lawsuit, and judgment, including attorneys' fees and costs, arising from or relating to any act, breach, default, or omission of Consultant in the performance of this MOU, except to the extent that such claim or demand is caused solely by the negligence, omission, or willful misconduct of School City of Hobart, its agents, or employees. School City of Hobart agrees to indemnify, hold harmless and defend

Consultant from and against every claim, demand, loss, cause of action, damage, lawsuit, and judgment, including attorneys' fees and costs, arising from or relating to any act, breach, default, or omission of School City of Hobart in the performance of this MOU, except to the extent that such claim or demand is caused solely by the negligence, omission, or willful misconduct of Consultant, its agents, or employees.

6. INSURANCE

Consultant, at its expense, agrees that during the term of this MOU, and for any extension(s) hereof, it shall a) carry sufficient Medical Malpractice Insurance (or a policy of self-insurance) with appropriate limits so as to qualify Consultant, and to the extent applicable, any of Consultant's employees assigned to provide services hereunder, as a health care provider under the Indiana Medical Malpractice Act (I.C. §34-18 et. seq.) and Consultant agrees to be and remain a qualified provider thereunder, and b) maintain a Comprehensive General Liability policy with limits of \$1,000,000 per claim and \$3,000,000 per annual aggregate for bodily injury, personal injury, contractual liability and property damage claims. Consultant shall provide School City of Hobart proof of such coverage upon request.

7. FORCE MAJEURE

In the event Consultant is unable to provide therapeutic services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, lockout, oil embargo, or governmental action

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(each, a “Force Majeure Event”), School City of Hobart shall excuse the Consultant from performance under this MOU for the duration of the Force Majeure Event; provided that Consultant shall give prompt notice to School City of Hobart of such Force Majeure Event, and provided further that Consultant shall make reasonable efforts to avoid or minimize such Force Majeure Event’s effect.

8. CONSULTANT’S STAFF

- a. Consultant represents, to the best of its actual knowledge, that the following will apply during the term of this MOU, and any extension thereof, that each employee or agent of Consultant providing services pursuant to this MOU:
 - i. shall at all times hold a current Indiana license to practice or equitable education permitting practice of therapy in the state of Indiana
 - ii. shall have passed an expanded criminal history check (as defined in I.C. 20-26-2-1.5) for such employee/agent;
 - iii. shall pass an expanded child protection index check (as defined in I.C. 20-26-2-1.3); and
 - iv. shall not have any arrest and/or pending charges against such employee or/ agent.

Thereafter, Consultant shall notify School City of Hobart in writing of any arrest and/or filing of criminal charges against employee or agent of Consultant or of any substantiated report of child abuse or neglect of which such employee/agent is the subject within two (2) business days of the occurrence and/or disposition, as applicable and such employee or agent of Consultant shall be prohibited from providing services pursuant to this MOU. Noncompliance with the above by Consultant or its employee/agent shall be a material breach of the MOU and cause for immediate termination of this MOU (without a period for cure) and without further obligation of School City of Hobart, except obligations to pay Consultant for Services performed to and including the date of termination.

- b. Consultant shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Consultant subsequently learns is an unauthorized alien.

School City of Hobart may terminate this MOU if Consultant fails to remedy violation of this Paragraph 8 within thirty (30) days of School City of Hobart’s notification

- c. Consultant and its staff will follow applicable School City of Hobart policies and protocols while on site and, to the extent applicable, shall adhere to the confidentiality requirements contained in the Family Educational Rights and Privacy Act (“FERPA”). School City of Hobart will provide copies of or access to such policies and protocols to Consultant’s staff

9. ASSIGNMENT; SUBCONTRACTING

The services contemplated under this MOU are deemed to be in the nature of personal services. Consultant will not subcontract any other service provided hereunder without prior consent of School City of Hobart.

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10. TERMINATION

If either party shall violate any of the standards, covenants, obligations or duties imposed upon it by this MOU, such violation shall entitle the other party to terminate this MOU. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice and the opportunity to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this MOU shall be deemed terminated. All notice as provided in this MOU shall be via email or first class mail as provided below the signature lines.

11. SURVIVAL

The mutual obligations described in Sections 3 COMPENSATION AND BILLING and 4 INDEMNIFICATION hereof shall survive the termination or expiration of the MOU.

12. STATUS OF CONSULTANT

In the interpretation of this MOU and the relations between Consultant and School City of Hobart, Consultant shall be construed as being an Independent Consultant contracted to provide mental health services only. Neither Consultant nor any of its employees shall be held or deemed in any way to be an agent, employee or official of School City of Hobart. Consultant shall be responsible for and hold School City of Hobart harmless from any liability for any amounts owed to agents/employees including but not limited to compensation of whatever form, unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

Consultant certifies that neither it, nor any of its employees, directors, officers or members is currently excluded, barred, suspended or terminated from participation in the Medicare, Medicaid or any health care related federally funded program. Nor is any of the above currently under sanction for, or serving a sentence for conviction of, any Medicare, Medicaid or any health care related federally funded program, offense, including any federal or state fraud and abuse law or illegal remuneration law. In the event Consultant or any of its employees, directors, officers or members become terminated, excluded, barred or suspended from such programs, such staff member's of consultant shall no longer provide services pursuant to this MOU.

13. PLACE OF MEMO OF UNDERSTANDING (MOU)

All references in this MOU to the "state" shall mean the State of Indiana. All regulations, laws and requirements of the state shall mean the regulations, laws, or requirements of the State of Indiana.

14. NONDISCRIMINATION

The Parties shall not discriminate against any individual on any prohibited basis as prohibited by law.

15. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of the MOU shall remain in full force and effect.

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16. EXTENSION AND MODIFICATION

Consultant and School City of Hobart may extend or otherwise modify the terms of this MOU in whole or in part as circumstances may justify by mutual written amendment executed by the duly authorized representatives of the Parties.

17. ENTIRE MEMO OF UNDERSTANDING (MOU)

This MOU and Exhibits attached hereto (including Exhibit A School City of Hobart 2021-2022 School Calendar and Exhibit B Crown Counseling School Therapy Referral Process), set forth the entire MOU between School City of Hobart and Consultant concerning the subject matter hereof. There are no representations, either oral or written, between School City of Hobart and Consultant other than those contained in this MOU.

18. COMPLIANCE WITH THE LAW

Notwithstanding any contrary provision in this MOU, Consultant shall comply with federal, state, and local laws, rules and regulations in providing services described herein.

19. RESOLUTION OF DISPUTES

The laws of the State of Indiana will apply in interpreting this MOU. In the event of any disagreement or dispute concerning the terms of this MOU or the services to be provided under this MOU, the parties shall attempt to reach resolution through mediation involving principals of each party.

20. ENTITY AUTHORITY

The undersigned Person or Persons executing this MOU on behalf of an entity, represent and certify that they are duly elected, appointed, or authorized Officers or Representatives of the entity, and are fully empowered to execute and deliver this MOU, and that all necessary entity actions for the making of MOU has been taken and done.

IN WITNESS WHEREOF, the parties hereto have executed the MOU through their duly authorized representatives, the day and year first herein above written.

Crown Counseling, LLC
1308 N. Main Street
Crown Point, Indiana 46307

School City of Hobart
32 East 7th Street
Hobart , Indiana 46342

By: _____

By: _____

Title: Suzanne Krischke, President
suzyb@crowncounseling.org

Title: _____

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Witness:

Witness:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____