MEMORANDUM OF UNDERSTANDING CAMPBELL COUNTY SCHOOL DISTRICT/TRAIL CREEK COUNSELING FISCAL YEAR 2023-2024

<u>Parties</u>: This agreement is made between Campbell County School District (hereafter "SCHOOL DISTRICT"), P.O. Box 3033, Gillette, WY 82717 and Trail Creek Counseling, 641 Par Dr, Gillette, WY 82718 (hereafter, "CONTRACTOR").

Purpose: This agreement is for the purpose of providing mental health resources and services for the use and benefit of the students of Campbell County School District.

Term: This agreement shall be in effect for a one year term beginning November 1, 2023 and ending October 31st, 2024, as funding allows. Both parties can agree to extend this contract at any time.

Payment: The SCHOOL DISTRICT shall pay the CONTRACTOR for monthly billed services for uninsured students, not to exceed Medicaid reimbursable rate, for the term of this agreement. CONTRACTOR may also bill for indirect services on uninsured students, related to tracking, scheduling, etc, at 10% the rate of the billable service. CONTRACTOR shall only bill insurance for students with private insurance or Medicaid. CONTRACTOR can charge grant for private insurance co-pays, and deductibles.

Termination: CONTRACTOR may terminate this agreement thirty (30) days after providing SCHOOL DISTRICT written intent to terminate. SCHOOL DISTRICT may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the treasury. Termination by either party ceases further obligation on the part of SCHOOL DISTRICT to make payments to CONTRACTOR for services not yet rendered. SCHOOL DISTRICT will make final payments to CONTRACTOR on all services rendered prior to termination.

Responsibilities of Contractor: CONTRACTOR shall:

- 1. Provide timely mental health services to students who are referred through the AWARE grant.
- 2. Data collection per SAHMSA Aware Grant and McCrel International

Miscellaneous Provisions:

- 1. By entering into this agreement, SCHOOL DISTRICT does not waive its sovereign immunity or any other defense provided by law.
- 2. This agreement supersedes any previous agreements or contracts.

Signatures:

Campbell County School District

Mrs. Anne Ochs, Chair Campbell County School Board

Trail Creek Counseling

Casey Painter-Sams, Owner/Therapist Trail Creek Counseling Date

10/26/23

Date