Contractual Services Agreement

Boone County Board of Education
&
Necco, Inc.

This Agreement is effective as of August 1, 2018 by and between **Necco, Inc.** 75 Cavalier Blvd., Ste. 110, Florence, KY 41042 and Boone County Board of Education, 8330 US Hwy 42, Florence, KY 41042 for the 2018-2019 school year relating to professional behavioral health services provided by Necco. These services will be provided for students within the Boone County School District in conjunction with the Family Resource and Youth Services Centers.

Necco Agrees to:

1. Provide behavioral health services to specified students which may include the following services: targeted case management as well as individual, family, and collateral services.

2. Ensure that targeted case management and counseling services by Necco are provided by qualified staff under this agreement. Clinicians will be provided by a Mental Health Professional with a master's degree and license (or above) in counseling, social work, or a related field.

3. Provide professional liability insurance coverage and proof of workers compensation insurance coverage for Necco professionals providing services under this agreement.

4. Establish and maintain a treatment record for each child receiving targeted case management and counseling services under this agreement in accordance with the Office of Inspector General for Kentucky, Department for Behavioral Health, Medicaid, and other applicable standards.

5. Maintain confidentiality for persons receiving services under this agreement in accordance with applicable professional standards, laws, and regulations. It is recognized that Necco and Boone County personnel shall be in communication with one another concerning treatment of students.

6. Provide educational consultation services to staff.

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7. Disclosure of protected health information (PHI) regarding service delivery will not be shared without a signed written release from the parents or guardian of the client receiving services.

8. Necco agrees to bill Medicaid for all students covered by such. The Boone County Board of Education will not be billed any amount nor required to pay for services where Medicaid does not cover the service.

9. Service Provider agrees to provide the above described services as an independent contractor. Withholding of FICA, Federal, State, and local taxes will not be the responsibility of Boone County Board of Education.

10. Necco shall indemnify and hold harmless the Boone County Board of Education, its employees and volunteers, against any and all claims, demands, or less, including attorneys' fees, as a result of any injury which arises out of or is any way connected with the actions of vendors or vendors' agents, employees, or assigns.

Grant County Board of Education Agrees to:

1. Provide suitable space for the delivery of mental health counseling, targeted case management and collateral services in order to provide confidentiality.

2. Maintain confidentiality related to the treatment services provided under this agreement in accordance with applicable professional standards and applicable laws and regulations.

This agreement becomes effective on the later date signed below. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

_____ _____

Representative Date
Boone County Schools

Evan Malpce

_____ _____

Representative Date
Necco