

**Contractual Services Agreement  
Between The Next Step Counseling Services, LLC  
& Marion County Board of Education**

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This agreement is entered into between the Marion County Board of Education and The Next Step Counseling Services, LLC for the 2018-2019 school year relating to professional mental health services provided by The Next Step Counseling Services, LLC. These services will be provided for students within the Marion County School District in conjunction with the Family Resource and Youth Services Centers.

**The Next Step Counseling Services, LLC Agrees To:**

1. Provide mental health counseling to specified students which may include the following modalities: individual, family, group, and collateral services.
2. Ensure that all services under this agreement will be provided by a Mental Health Professional with a master's degree (or above) in psychology, social work or a related field.
3. Provide professional liability insurance coverage for all professionals providing services under this agreement.
4. Establish and maintain a treatment record for each child receiving counseling services under this agreement in accordance with the Department of Licensure, Department of Mental 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 The Next Step Counseling Services, LLC and Marion County personnel shall be in communication with one another concerning treatment of students.
6. Provide educational consultation services to staff.
7. The Next Step Counseling Services, LLC agrees to bill Medicaid and/or other private insurance for all students covered by such. The Marion County Board of Education will not be billed any amount if Medicaid and/or private insurance cover a service.
8. 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 Marion County Board of Education.
9. The contractor/vendor shall indemnify and hold harmless the Marion County Board of Education, its employees and volunteers, against any and all claims, demands, or loss, including attorneys' fees, as a result of any injury which arises out of or is in any way connected with the actions of vendors or vendors' agents, employees, or assigns.

**Marion County Board of Education Agrees To:**

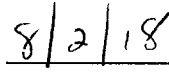
1. Provide suitable space for the delivery of mental health counseling in order to provide confidentiality.
2. Maintain confidentiality related to the treatment of services provided under this agreement in accordance with applicable professional standards and applicable laws and regulations.
3. Marion County Schools and The Family Resource/Youth Services Center will not be billed for any services covered by Medicaid and/or private insurance when requested services are consistent with Medical Necessity as defined by the Center of Medicare and Medicaid and as allowable regarding the credentials of the providers involved, for all students covered by such.

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

\_\_\_\_\_  
Superintendent  
Marion County Board of Education

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Executive Director  
The Next Step Counseling Services, LLC

  
\_\_\_\_\_  
Date