



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

Memo

TO: Jesse Bacon, Superintendent *JB*

FROM: Sarah Smith, Director of Safe Schools and Mental Health Services *SS*
Stephanie Warner, Project Director, AWARE II Grant *SW*

DATE: September 1, 2021

RE: Memorandum of Agreement for Transformations LLC, INC. and Lecorgan Counseling Services Support for Schools

This is a request for Board approval of the attached Memorandum of Agreement between Bullitt County Public Schools and mental health service agencies. Transformations LLC, INC and Lecorgan Counseling Services have signed an MOU for the 2021-2022 school year. This agreement outlines the roles of the staff of these agencies and Bullitt County Public Schools in providing services for the purposes of enhancing students' educational experiences. The Bullitt County Public Schools Director of Safe Schools and the Project Director of the AWARE II Grant will coordinate efforts to and work with the outside agency's Point of Contact to maximize student success aligned with the terms of this agreement. This agreement has been reviewed by Buckman, Farris and Mills legal counsel.

cc: Adrienne Usher, Assistant Superintendent
Tom Brillhart, Chief Operations Officer

SW
9.3.21

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
Transformations LLC, INC.

The BULLITT County Board of Education and Transformations LLC, INC. . Transformations LLC, INC. enter this Agreement for professional services, Board of Education and Transformations LLC, INC. agree to the following:

1. Transformations LLC, INC. shall provide the Board of Education Master's-level therapists or certified therapists that are supervised under a licensed clinician, who will provide therapy services, psycho education services, staff training, classroom behavioral assessments, and consultation for the purposes of enhancing students' education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting and optimal level of interpersonal skills for students. This cost will cover all duties listed above as well as additional requests that are approved by the Board of Education and Transformations LLC, INC. This contract covers the school year July 2021- June 2022.
 - a. Transformations LLC, INC. shall provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
 - b. Transformations LLC, INC. shall provide psycho educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. Transformations LLC, INC. shall provide psycho educational services to address the following issues, among others; drug and alcohol awareness, managing anger, parent support groups, developing self-esteem, social skills development, etc.
 - d. Transformations LLC, INC. shall provide training, upon request, to teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental illness in children and how it relates to the classroom, child development, post-secondary trauma, suicide risk, etc.
 - e. Transformations LLC, INC. shall provide consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, program planning and development. Transformations staff shall communicate regularly with the school-level staff in regard to student progress and caseload information.
 - f. Transformations LLC, INC. shall document all services it provides pursuant to this Agreement including the date of service, the type of services, group/individual characteristics of students served, and recommendations pertinent to the services it has provided. Transformations LLC, INC. shall submit this documentation, subject to its confidentiality policies and procedures and the attached business associate agreement, executed as party of this agreement in accordance with the Health Insurance Portability and Accountability Act (HIPPA) of 1996.

- g. Transformations LLC, INC. shall document and provide all data as requested by the Board of Education for project monitoring for optimal student success. This includes: the number of students receiving services, both school-based and outside therapeutic services, number of referrals received by Transformations LLC, as well as student treatment plans, as requested.
- h. Transformations LLC, INC. shall schedule services it provides so as to avoid any conflict with Board of Education holidays and/or programming/activities.
- i. In the event that the Transformations LLC, INC. therapist will not be in attendance on the scheduled session, the therapist will notify the school guidance counselor if they will not be at the school preferably 24 hours prior to the scheduled day.
- j. In the Event that a Transformations LLC, INC. staff person is unable, because of Witness or injury, to provide services under this Agreement, Transformations LLC, INC. shall provide a mutually agreed upon plan to recover services.
- k. Transformations LLC, INC. shall bill any medically necessary mental health/behavioral health services, when appropriate payer sources are available, it provides to Board of Education students pursuant to this agreement as follows:
- i. Children and families who have coverall for mental health services through a third party (e.g. Medicaid, KCHIP, or private insurance) shall be billed through their payer;
 - ii. Children who have no third-party payer source, payment will be covered by the contracted services listed above for individual and family therapy services and Psychoeducational services, Board of Education is not responsible for charges for group services but Transformations LLC, INC. may limit participants to 1 child per 5 group members.
 - iii. Children who have a third-party payer source but need services outside of what their payer source is willing to cover (psycho education, classroom consultation, ongoing classroom support, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoeducational services. The Board of Education is not responsible for charges for group services but Transformations LLC, INC. may limit participants to 1 child per 5 group members.
- l. Transformations LLC, INC. shall collect the fees from their paying source for billable services rendered to Bullitt County Public Schools as school based therapy.
- i. Individual and Family Therapy services
 - ii. Psychoeducational services
2. For purposes of this Agreement, the following definitions shall apply:
- a. Therapy Services-Mental Health Services to clients, who are required to have an open medical record with Transformations LLC, INC. and a DSM-V diagnosis. All clients receiving services have specific behavioral, measurable treatment goals that are developed with input from the client, parent, teachers, or other appropriate parties. Therapy services shall include:
 - i. Individual Therapy-One client seen for session

- ii. Family Therapy-Client present with one or more family members seen or caregivers seen without client present when indicated by diagnosis and treatment plan for session.
- iii. Group Therapy-Two or more clients seen for session.
- iv. Psycho education Services-Prevention oriented services provided in groups that are informational.
- b. Enrollment is open; participants do not have to be Transformations LLC, INC. clients,
- c. Consultation: Activities by the therapists that include, but are not limited to:
- i. suggestions for teachers/school counselors/other identified parties, on client and classroom behavior, b) classroom observations and, c) input on program planning and development.
3. Transformations LLC, INC. shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide.
4. Upon request, Transformations LLC, INC. shall provide the Board of Education with a copy of its certificate of professional liability insurance.
5. Transformations LLC, INC. shall hold the Board of Education and its agents and employees harmless from Indemnify them against any claims, demands, actions, or judgments resulting from the actions of Transformations LLC, INC. or its agents or employees pursuant to this agreement.
6. Board of Education Shall:
- a. Provide the Transformations LLC, INC. therapists appropriate district orientation training in regard to becoming familiar with the District's multi-tiered system of supports, cultural and behavior approaches to managing students with problem behaviors, approaches to managing students with problem behaviors and to foster a positive school culture. These days of training can be prior to school starting, or on PD days or Bullitt days, per the school calendar.
 - b. Coordinate meetings at the school level with each Transformations LLC, INC. therapist to ensure effective communication between Transformations LLC, INC. and BCPS staff.
 - c. Provide Transformations LLC, INC. with copies of all policies which Transformations LLC, INC. is required to comply,
 - d. Provide Transformations LLC, INC. with access to all relevant data necessary for Transformations LLC, INC. therapists to provide therapy services, psycho educational services, and consultation pursuant to this Agreement, subject to attached Business Associate Agreement.
 - e. Provide Transformations LLC, INC. adequate confidential work space.
 - f. Hold Transformations LLC, INC. and its agents and employees harmless from and indemnify them against any claims, demands, actions, or judgments resulting from the actions of the Board of Education or its agents or employees pursuant to this Agreement.
7. Transformations LLC, INC. and the Board of Education will meet on a regular basis to discuss the contract, the therapists providing services, and oversee the functioning of this contract to ensure quality to consumers.
8. The term of this Agreement will begin the day after all parties have signed, and shall expire on June 30, 2022. Either party may terminate this Agreement with thirty days' written notice to the other party.

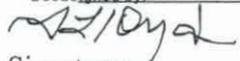
AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
Transformations LLC, INC.

Transformations LLC, INC.

Terri Lloyd

9/2/2021

Date: _____

Signed by: 

Signature: _____

Bullitt County Board of Education

Deborah Atherton, Chairperson

Date: _____

Signature: _____

Dr. Jesse Bacon, Superintendent,
Bullitt County Public Schools

Date: _____

Signature: _____

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND

Lecorgan Counseling & Wellness, INC.

The BULLITT County Board of Education and Lecorgan Counseling & Wellness, Inc. Lecorgan Counseling & Wellness, enter this Agreement for professional services, Board of Education and Lecorgan Counseling & Wellness, INC. agree to the following:

1. LeCourgan Counseling and Wellness, INC shall provide the Board of Education a Master's-level therapists or a certified therapist that is supervised under a licensed clinician, who will provide therapy services, psycho education services, staff training, classroom behavioral assessments, and consultation for the purposes of enhancing students' education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting and optimal level of interpersonal skills for students. This cost will cover all duties listed above as well as additional requests that are approved by the Board of Education and Lecorgan Counseling & Wellness, INC.
2. . This contract covers the school year July 2021- June 2022.
 - a. LeCourgan Counseling and Wellness, INC. shall provide mental and/or behavioral health therapy services (individual or group) designed to promote skill development as described above.
 - b. Lecorgan Counseling & Wellness, INC. shall provide psycho educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. Lecorgan Counseling & Wellness, INC. shall provide psycho educational services to address the following issues, among others; drug and alcohol awareness, managing anger, parent support groups, developing self-esteem, social skills development, etc.
 - d. Lecorgan Counseling & Wellness, INC. shall provide training, upon request, to teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental illness in children and how it relates to the classroom, child development, post-secondary trauma, suicide risk, etc.
 - e. Lecorgan Counseling & Wellness, INC. shall provide consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, program planning, development. Lecorgan Counseling & Wellness, INC. staff shall communicate regularly with the school-level staff in regard to student progress and caseload information.
 - f. Lecorgan Counseling & Wellness, INC. shall document all services it provides pursuant to this Agreement including the date of service, the type of services, group/individual characteristics of students served, and recommendations pertinent to the services it has provided. Lecorgan Counseling & Wellness, INC. shall submit this documentation, subject to its confidentiality policies and procedures and the attached business associate agreement, executed as party of this agreement in accordance with the Health Insurance Portability and Accountability Act (HIPPA) of 1996.
 - g. Lecorgan Counseling & Wellness, INC. shall document and provide all data as requested by the Board of Education for project monitoring for optimal student success. This includes: the number of students receiving services, both school-based and outside

therapeutic services, number of referrals received by Lecorgan Counseling & Wellness, INC. , as well as student treatment plans, as requested.

- h. Lecorgan Counseling & Wellness, INC. shall schedule services it provides so as to avoid any conflict with Board of Education holidays and/or programming/activities.
 - i. In the event that the Lecorgan Counseling & Wellness, INC. therapist will not be in attendance on the scheduled session, the therapist will notify the school guidance counselor if they will not be at the school preferably 24 hours prior to the scheduled day.
 - j. In the Event that a Lecorgan Counseling & Wellness, INC. staff person is unable, because of Witness or injury, to provide services under this Agreement, Lecorgan Counseling & Wellness, INC. shall provide a mutually agreed upon plan to recover services.
 - k. Lecorgan Counseling & Wellness, INC. shall bill any medically necessary mental health/behavioral health services, when appropriate payer sources are available, it provides to Board of Education students pursuant to this agreement as follows:
 - i. Children and families who have coverall for mental health services through a third party (e.g. Medicaid, KCHIP, or private insurance) shall be billed through their payer;
 - ii. Children who have no third-party payer source, payment will be covered by the contracted services listed above for individual and family therapy services and Psychoeducational services, Board of Education is not responsible for charges for group services but Lecorgan Counseling & Wellness, INC. may limit participants to 1 child per 5 group members.
 - iii. Children who have a third-party payer source but need services outside of what their payer source is willing to cover (psycho education, classroom consultation, ongoing classroom support, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoeducational services. The Board of Education is not responsible for charges for group services but Lecorgan Counseling & Wellness, INC. may limit participants to 1 Lecorgan Counseling & Wellness, INC. child per 5 group members.
 - l. Lecorgan Counseling & Wellness, INC. shall collect the following fees from their paying source for billable services rendered to Bullitt County Public Schools
 - i. Individual and Family Therapy services
 - ii. Psychoeducational services
3. For purposes of this Agreement, the following definitions shall apply:
- a. Therapy Services-Mental Health Services to clients, who are required to have an open medical record with Lecorgan Counseling & Wellness, INC. and a DSM-V diagnosis. All clients receiving services have specific behavioral, measurable treatment goals that are developed with input from the client, parent, teachers, or other appropriate parties. Therapy services shall include:
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 - ii. Family Therapy-Client present with one or more family members seen or caregivers seen without client present when indicated by diagnosis and treatment plan for session.
 - iii. Group Therapy-Two or more clients seen for session.

- iv. Psycho education Services-Prevention oriented services provided in groups that are informational.
 - b. Enrollment is open; participants do not have to be Lecorgan Counseling & Wellness, INC. clients,
 - c. Consultation: Activities by the therapists that include, but are not limited to:
 - i. suggestions for teachers/school counselors/other identified parties, on client and classroom behavior, b) classroom observations and, c) input on program planning and development.
- 4. Lecorgan Counseling & Wellness, INC. shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide.
- 5. Upon request, Lecorgan Counseling & Wellness, INC. shall provide the Board of Education with a copy of its certificate of professional liability insurance.
- 6. Lecorgan Counseling & Wellness, INC. shall hold the Board of Education and its agents and employees harmless from Indemnify them against any claims, demands, actions, or judgments resulting from the actions of Legorgan Counseling and Wellness, INC. or its agents or employees pursuant to this agreement.
- 7. Board of Education Shall:
 - a. Provide the Lecorgan Counseling & Wellness, INC. therapists appropriate district orientation training in regard to becoming familiar with the District's multi-tiered system of supports, cultural and behavior approaches to managing students with problem behaviors, approaches to managing students with problem behaviors and to foster a positive school culture. These days of training can be prior to school starting, or on PD days or Bullitt days, per the school calendar.
 - b. Coordinate meetings at the school level with each Lecorgan Counseling & Wellness, INC. therapist to ensure effective communication between Lecorgan Counseling & Wellness, INC. and BCPS staff.
 - c. Provide Lecorgan Counseling & Wellness, INC. with copies of all policies which Lecorgan Counseling & Wellness, INC. is required to comply,
 - d. Provide Lecorgan Counseling & Wellness, INC. with access to all relevant data necessary for Lecorgan Counseling & Wellness, INC. therapists to provide therapy services, psycho educational services, and consultation pursuant to this Agreement, subject to attached Business Associate Agreement.
 - e. Provide Lecorgan Counseling & Wellness, INC. adequate confidential work space.
 - f. Hold Lecorgan Counseling & Wellness, INC. and its agents and employees harmless from and indemnify them against any claims, demands, actions, or judgments resulting from the actions of the Board of Education or its agents or employees pursuant to this Agreement.
- 8. Lecorgan Counseling & Wellness, INC. and the Board of Education will meet on a regular basis to discuss the contract, the therapists providing services, and oversee the functioning of this contract to ensure quality to consumers.
- 9. The term of this Agreement will begin on July 1, 2021 and shall expire on June 30, 2022. Either party may terminate this Agreement with thirty days' written notice to the other.

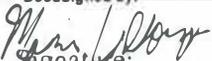
AGREEMENT
BETWEEN
BULLITT CO BOARD OF EDUCATION

AND
Legorgan Counseling and Wellness, INC.

LeCorgan, Inc.

Moriah Lecorgan, LPCC

9/2/2021

Date: _____
Signed by: _____

Signature: _____
SUBJECT: 221F1415...

Bullitt County Board of Education

Deborah Atherton, Chairperson

Date: _____

Signature: _____

Dr. Jesse Bacon, Superintendent,

Bullitt County Public Schools

Date: _____

Signature: _____