

## **Contractual Services Agreement between Bluegrass Professional Counseling & Marion County Board of Education**

This Memorandum of Agreement (hereafter "MOA") establishes a professional relationship between the Marion County Board of Education and Bluegrass Professional Counseling for the 2023-2024 school year relating to professional mental health services provided by Bluegrass Professional Counseling as required by the Kentucky Department of Education. These services will be provided for students within the Marion County School District.

### **Bluegrass Professional Counseling Agrees To:**

1. Provide a Master's level Mental Health Professional (MHP) to meet with identified students in the school setting.
2. Require that the assigned MHP will adhere to the policies for professional staff at their assigned school and interact as a professional member of the school community.
3. Provide targeted mental health counseling to specified students which may include the following modalities: individual, family, group, and collateral services.
4. Ensure that Bluegrass Professional Counseling services under this agreement will be provided by a duty Licensed therapist credentialed in the Commonwealth of Kentucky.
5. Ensure professional liability insurance coverage for Bluegrass Professional Counseling professionals providing services under this agreement.
6. Ensure that all persons entering school facilities for Bluegrass Professional Counseling has completed the Central Registry check for Child Abuse and Neglect and a Criminal History Background Check (Identigo). MCPS is not responsible for the cost of these checks.
7. In accordance with FERPA, counselors will not share student information with any third-party without permission from MCPS and/or the student/guardian.
8. 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.
9. Maintain confidentiality for persons receiving services under this agreement in accordance with applicable professional standards, laws and regulations. It is recognized that Bluegrass Professional Counseling and the appropriate Marion County Schools personnel shall be in communication with one another concerning treatment of students and educational needs.
10. Provide educational consultation services to administration.
11. Bluegrass Professional Counseling 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 nor be required to pay for services where Medicaid and/or private insurance does not cover a service.

12. Bluegrass Professional Counseling 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.
13. Bluegrass Professional Counseling 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 any way connected with the actions of provider or providers' agents, employees, or assigns.
14. Bluegrass Professional Counseling will serve students in the following locations:
  - a. Marion County Knight Academy
  - b. Calvary Elementary School
  - c. Lebanon Elementary School
  - d. Glasscock Elementary School
  - e. West Marion Elementary School
  - f. Marion County Middle School
  - g. Marion County High School
  - h. Hugh C. Spalding
  - i. Marion County Area Tech Center

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

1. Support the acceptance of the MHP into the educational community of their assigned schools and education setting.
2. Provide an assigned suitable office space for the use of MHP for the delivery of mental health counseling in order to provide confidentiality, support the educational environment, and facilitate the mental health of Marion County students.
3. Maintain confidentiality related to the treatment services provided under this agreement in accordance with applicable professional standards and applicable laws and regulations.
4. Contact Cole Torbert, Clinical Director, or Lisa Eason, Assistant Director should there be any concerns regarding services or a breach in protocol related to a student, as soon as possible to allow for the concern(s) to be addressed and rectified.

This agreement becomes effective at the later date signed below.

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

\_\_\_\_\_  
Date

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Management Designee  
Bluegrass Professional Counseling

Date