

BEHAVIORAL HEALTHCARE SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”) made this 1st day of May 2024, by and between, the **RUSSELLVILLE INDEPENDENT SCHOOLS BOARD OF EDUCATION** (hereinafter referred to as “District”) a Kentucky public school district having its principal office located at 355 S. Summer Street, Russellville, KY 42276, and **LifeSkills, Inc.** a Kentucky Community Mental Health Center having its principal office located at 380 Suwannee Trail Street, Bowling Green, KY 42103.

RECITALS:

WHEREAS, the District desires to promote the behavioral health and overall wellbeing of its students and staff by providing behavioral healthcare services through an independent contractor; and

WHEREAS, LifeSkills has agreed to provide such services to the District under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. RESPONSIBILITIES OF THE DISTRICT. The District shall have the following duties and responsibilities:
 - a. To provide a designated area within each participating school location to allow LifeSkills to perform the behavioral health services set forth in this Agreement and to provide a safe and secure location to store all equipment and supplies, confidential patient records, electronic devices, and miscellaneous personal items

of the behavioral health providers. This designated area shall lock from the outside and shall be accessible only by necessary staff. A list of all persons having access to the designated area shall be maintained by all parties.

- b. The District will share responsibility with LifeSkills to obtain parental consent for students to participate in the aforementioned behavioral health services.
- c. To provide LifeSkills employees providing services under this Agreement with the following at each participating school site:
 - Adequately sized private office space within each school location
 - Reliable high-speed internet connection
 - Access to printer/copier/copy paper for materials to be distributed to student population
 - Access to Infinite Campus with training to be provided to staff

2. RESPONSIBILITIES OF LIFESKILLS. LifeSkills shall have the following duties and responsibilities:

- a. To provide behavioral health services to students to include individual counseling, family therapy, group counseling and treatment planning.
- b. To provide staff for topic discussion at teacher in-service meetings and for mental health awareness on various school committees.
- c. To provide one eight (8) week psycho-ed group in the fall and spring at the school's request for a maximum of twelve (12) staff or students per group.
- d. Provide additional psycho-ed groups at the school's request for \$100 per group.

- e. To provide one (1) master level clinician or one (1) bachelor level clinician working on their master's degree for each school (for a district total of 3 providers) when school is in regular session, unless otherwise scheduled by mutual agreement of the parties.
- f. To provide training and education for District staff identified by the District, as appropriate.
- g. To collaborate with District officials to coordinate District behavioral health initiatives, with appropriate parental consent.
- h. LifeSkills will share responsibility with the District to obtain parental consent for students to participate in the aforementioned behavioral health services.
- i. LifeSkills will furnish clinicians with the necessary laptop and other technology required to conduct and document work.

3. FEE FOR SERVICES. For all services rendered by LifeSkills pursuant to this Agreement, the District shall pay LifeSkills \$20,000 per position on an annual basis beginning August 1, 2024, payable in twelve (12) equal monthly installments. The District shall remit payment to LifeSkills within forty-five (45) days of the invoice date. New rates may be negotiated if the locations of personnel and/or job descriptions change.

The District shall not bill the patient and/or patient's third-party payer(s) (e.g. commercial insurance, Medicare, Medicaid) for services rendered under this Agreement. LifeSkills, when applicable, shall bill the patient and/or patient's third-party payer(s) (e.g. commercial insurance, Medicare, Medicaid).

4. TERM AND TERMINATION.

- a. Term. The initial term of this Agreement shall be from August 1, 2024 to July 31, 2025. Upon expiration of the initial term, this Agreement may be extended for an additional one (1) year term upon written agreement of the parties;
- b. Termination. Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, with or without cause, by giving at least sixty (60) days prior written notice to the other party. Upon expiration of such sixty (60) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except for any continuing privacy, confidentiality, or non-disclosure obligations.

5. CONFIDENTIALITY. Any knowledge and information acquired during the term of this Agreement shall be kept confidential. If during the course of this Agreement the District discloses to LifeSkills any data protected by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), as amended (20 U.S.C. §1232g, et seq.), and its regulations, or data protected by the Richard B. Russell National School Lunch Act (“NSLA”) (42 U.S.C. §1751, et seq.), and the Child Nutrition Act of 1966 (“CNA”) (42 U.S.C. §1771, et seq.), LifeSkills agrees that it is bound by and will comply with the confidentiality, security and re-disclosure requirements and restrictions stated in FERPA, NSLA and CNA.

LifeSkills hereby agrees to report to the District immediately and within twenty-four (24) hours, any known or reasonably believed instances of missing data that has been inappropriately shared.

LifeSkills agrees that FERPA-protected information is confidential information.

FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty.

LifeSkills understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. §3571) or imprisonment for not more than five years (under 18 U.S.C. §3559), or both.

LifeSkills understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of NSLA or the CAN is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. §245.6) or imprisonment for up to one year (under 7 C.F.R. §245.6), or both.

6. BACKGROUND CHECKS. Pursuant to KRS 160.380, LifeSkills shall require any individual providing services under this Agreement on behalf of LifeSkills to submit to a

national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter from the Cabinet for Health and Family Services stating that the individual has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and Family Services. A copy of background checks for each LifeSkills employee providing contracting services shall be provided to District to be kept on file.

7. INDEPENDENT CONTRACTOR. The parties agree that in performing the services pursuant to this Agreement, they are acting in the capacity of independent contractors. The parties represent and warrant that they and their employees, staff, students, and independent contractors are not agents, servants, partners, or employees of any party to this Agreement. All parties shall be solely responsible to pay their own federal, state, and local withholding taxes and any and all other payments or payroll related taxes incurred by the parties in the performance of the services hereunder. None of the benefits provided by any party to its employees, including but not limited to workers' compensation insurance, disability insurance and medical insurance, are available to any other party and/or any of the other party's agents, servants, and employees. The parties have no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party or to bind any other party in any way whatsoever.

8. INSURANCE. During the term, LifeSkills agrees to carry worker's compensation insurance and professional liability insurance coverage on its employees providing services under this Agreement. All such insurance coverage shall be underwritten by insurance companies authorized to do business in the Commonwealth of Kentucky. The amount of

professional liability insurance coverage maintained shall be at least one million dollars (\$1,000,000) per event and three million dollars (\$3,000,000) in the aggregate.

During the term, the District agrees to carry workers' compensation insurance on its employees and to carry general liability insurance coverage on its premises in amounts as mandated by the Kentucky Department of Education.

9. RECORDS. During the term of this Agreement and at all times following the termination of this Agreement, all client information, including, but not limited to, behavioral health records, financial records, and insurance information, created or acquired by LifeSkills as a result of the terms of this Agreement shall remain the sole property of LifeSkills and shall remain in the possession of LifeSkills in a manner and time permitted by applicable federal, state, and local statutes and regulations.

10. INDEMNIFICATION. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its affiliates and its and their respective officers, directors, employees, contractors and agents from and against any and all claims, liability, damages, costs and expenses (including reasonable attorney' fees) (collectively, "Claims") arising from or relating to the Indemnifying Party's negligence or failure to comply with any applicable laws, rules or regulations, or any other Claims not directly related to the provision of behavioral healthcare services applicable to this Agreement. Further, the Indemnifying Party agrees to indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees, contractors and agents from and against any and all third party Claims arising from or relating to the Indemnifying Party's provision of the behavioral healthcare services herein.

11. SEVERABILITY. If any provision of this Agreement shall be, or shall be adjudged to become, unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

12. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. NOTICE. Any notice required to be given hereunder shall be sufficient if in writing and delivered by hand, by overnight courier, or if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

If to District:

Russellville Independent School District
355 S. Summer Street
Russellville, KY 42276
Attn: Larry Begley, Superintendent

If to LifeSkills:

LifeSkills
380 Suwannee Trail Street
Bowling Green, KY 42103
Attn: Tommi Holloway, Executive Director
And

Broderick and Davenport, PLCC
921 College Street
Bowling Green, KY 42102-3100
Attn: David Broderick, Attorney at Law

All notices shall be deemed to have been given (a) on the day if hand delivered; (b) on the day following the date given to a nationally recognized overnight courier service; or (c) three (3) days following the date deposited with the U.S. Postal Service.

14. ENTIRE AGREEMENT; NO MODIFICATION. This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and/or covenants, whether written or oral, between the parties regarding the subject matter. This Agreement may not be changed, amended, or modified except by written instrument executed by both of the parties to the Agreement.

15. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in Warren County, Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

Date: _____

BOARD OF EDUCATION OF
RUSSELLVILLE, KENTUCKY

By: _____

Name: _____

Title: _____

Date: _____

LIFESKILLS INC.

By: _____

Name: Tommi Holloway _____

Title: Executive Director _____

Date: _____