

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of *July 01, 2024* and between the Boone County School District 8330 UA 42, Florence, KY 41042 and Sarah Reilly LLC, dba Mindful Hive, 71 Cavalier Blvd Suite 328 Florence, KY 41042.

## Recitals

- A. Boone County School District is a public school system serving students within the county
- B. Sarah Reilly LLC, dba Mindful Hive is a mental health counseling practice based in Florence, KY
- C. The purpose of this agreement is to establish mental health services and support for eligible students with Mindful Hive at Boone County School locations in Boone County, KY.

## Agreement

### Boone County School District hereby agrees:

Boone County School District will determine the need for mental health referrals; referrals can be made by designated school counselors or other authorized school representatives. The specific referral process for the Boone County School District and Mindful Hive will be mutually determined and agreed upon.

### General guidelines for the referral process are listed below

- A. A Boone County school counselor can make recommendations for mental health services that would benefit the student.
- B. Boone County personnel are contacted by the student or legal guardian
- C. A request is made by the student or legal guardian for a referral for mental health counseling
- D. A Mindful Hive referral form or contact information is provided to the student or legal guardian
- E. Legal guardian contacts Mindful Hive to schedule an appointment at the school between a licensed professional therapist and the student with guardian
- F. Therapist will provide the regular Mindful Hive intake process that will include collection of consent forms, insurance cards and other appropriate intake information
- G. Therapist will bill clients insurance, collect fees and/or insurance information for claim submission by Mindful Hive.

### Mindful Hive hereby agrees:

- A. Mindful Hive shall provide a qualified mental health professional who may be an employee or independent contractor, who has experience working with the identified population of children, youth and families.

- B. Mindful Hive staff will support the Boone County School District policies related to youth safety and success
- C. Mindful Hive will be responsible for maintaining professional liability insurance for its staff
- D. Mindful Hive shall be responsible for maintaining certification by governing bodies and monitoring licensing of its personnel
- E. All client records shall be maintained by Mindful Hive
- F. Billing will be completed between Mindful Hive, insurance providers and the student's families. If insurance providers fail to pay Mindful Hive for services rendered, Mindful Hive retains the right to terminate services for the Member.

#### Indemnification

Each Party agrees to indemnify and hold the other party harmless from and against any and all claims, actions, liabilities, losses, demands and expenses, including, without limitation, attorney fees, whether for injury to persons or loss of life, or damaged property related to or arising in any manner whatsoever out of the operation of the Boone County School District facilities by Mindful Hive or any associated with Mindful Hive, including but not limited to employees, agents, students, guests, and visitors, in accordance with Kentucky regulations.

#### Term

This agreement shall commence on *July 1, 2024* and shall be renewed annually.

#### Termination

This agreement may be terminated by either party upon written 30—day notice. Termination shall be effective 30 days from the postmarked date of said notice without penalty to either party

#### Independent Contractor

Mindful Hive and the Boone County School District agree that in performance of the duties and obligation hereunder, each part is, and shall be, an independent contractor and shall not be considered to be an employee or agent of the other party to any extent or for any purpose, and nothing herein shall be construed as creating a single enterprise, joint venture, agency, partnership, joint employer relationship or other similar relationship between Mindful Hive and the Boone County School District. Neither party shall be an agent or representative of the other party and shall have no authority to and shall not act for the other party or bind, or attempt to bind, the other part in or under any contract or agreement or to otherwise obligate the other party in any manner whatsoever.

#### Amendment

This Memorandum may be amended only by an instrument in writing executed by other parties

#### Assignability

The obligations under this Memorandum are not assignable

#### Notices

Any notices permitted or required to be given hereunder shall be given in writing as follows:

If to Mindful Hive:

Sarah Reilly - Owner  
71 Cavalier Blvd Suite 328  
Florence, KY 41042  
[sarah@mindful-hive.com](mailto:sarah@mindful-hive.com)  
859-429-1609

If to the Boone County School District  
Name: Kathleen G. Reutman - Executive Director, Student Community Services  
8330 US 42  
Florence, KY 41042  
[kathy.reutman@boone.kyschools.us](mailto:kathy.reutman@boone.kyschools.us)  
859-991-5363

SIGNATURES

Mindful Hive By: Sarah Reilly, Owner

*Sarah Reilly* Date: 6/27/24  
Signature

Boone County School District By: *Jesse Parks* ~~Karen Byrd~~ - School Board Chairperson

\_\_\_\_\_ Date: 8/8/24  
Signature

