



FLOYD COUNTY BOARD OF EDUCATION  
Larry Hammond, Interim Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3  
Linda C. Gearheart, Vice-Chair - District 1  
Dr. Chandra Varia, Member- District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Action/Discussion Item:** Consider/Approve the Memorandum of Agreement with the Floyd County Schools and Kentucky Counseling Center.

**Applicable Statutes or Regulations:** BOE Policy 01.11 Powers and Duties of the Local Board of Education.

**Fiscal Budgetary Impact:** No cost to the district.

**Background and major Policy Implications:** The Kentucky Counseling Center will provide telehealth counseling services to students who have parental/guardian consent. This service is necessary to add to our existing partnerships due to caseload numbers and the availability of licensed clinicians in our region.

**Recommended Action:** To approve the agreement with Kentucky Counseling Center.

**Contact Person:** Angela Duncan

N/A  
Principal

Angela Duncan Larry Hammond  
Director Superintendent

**Date:** August 13, 2024

Memorandum of Agreement  
2024-2025  
Between  
Floyd County Schools  
And  
Kentucky Counseling Center

In recognition of the importance of the education system and mental health system working together in order to provide the most effective services for children who are displaying emotional and/or behavioral difficulties, it is agreed that:

Floyd County Schools (“The District”) will allow Kentucky Counseling Center (“KCC”) the opportunity to provide telehealth mental health services in our schools to children who have voluntarily agreed, along with their parents/guardians, to receive such services.

**District Responsibilities:**

The District will provide access to schools on Mondays through Fridays and only during hours of traditional school day instructions.

The District will make every effort to provide a private space for sessions with students at the school. There is no guarantee of the same space to meet each time a student is seen. To help ensure the availability of space, both Parties will agree upon a tentative schedule of days/times when Kentucky Counseling Center services will be utilized.

The District will notify all parents, students, and staff about Kentucky Counseling Center at least once every August and January of each year. Email communication will be sent to students, staff, and parents, and will include information about the types of services offered, insurance accepted, and how to begin treatment. Sample memo is attached.

The District will include a link to the student referral page <https://kentuckycounselingcenter.com/floyd/> on the Board of Education website and all school websites within the district. This custom web page streamlines the referral process for the District and KCC.

The District will use the custom referral page to make referrals for all

students. Upon completion, the staff member making the referral will receive a copy of the referral form.

### **Mental Health Agency Responsibilities:**

Kentucky Counseling Center must be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of onsite services at its own expense.

Kentucky Counseling Center will be solely responsible for paying all costs associated with services including, but not limited to, phone, printing, copying, internet costs. There is no billing or responsibility for payment by the school or the school board. No fees will be collected nor money exchanged by the District.

Kentucky Counseling Center must provide licensed/certified clinical staff to provide onsite services. Clinical staff employed by Kentucky Counseling Center for the purpose of performing services pursuant to this agreement is intended to mean a person with at least a master's degree in a human services field and licensed/certified by the appropriate state regulating board as defined in the Kentucky Revised Statutes and Kentucky Administrative Regulations. Mental Health Associates are not permitted.

Kentucky Counseling Center must maintain professional liability insurance and provide proof of the same to the District in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and/or \$1,000,000.00 per aggregate for the duration of this Agreement.

Kentucky Counseling Center clinicians must undergo all required, formal background checks as required by the District's policies/procedures *prior to* providing onsite services.

Kentucky Counseling Center must adhere to all ethical standards as well as all the District's policies and procedures.

Kentucky Counseling Center clinicians must attend an orientation session that includes a review of the District's policies and procedures as applicable to onsite mental health services expectations prior to providing any onsite services.

Treatment records, individual case plans, session notes, recordings or written records prepared and/or maintained by Kentucky Counseling Center as part of the services provided must not be considered educational records and must be maintained exclusively by Kentucky Counseling Center.

Kentucky Counseling Center must notify the school counselor if they will not be at a scheduled appointment, preferably 24 hours prior to the scheduled appointment, or on that day in the case of illness/emergency.

In anticipation of multiple, consecutive absences and/or change in clinician Kentucky Counseling Center must notify the parent/guardian.

Kentucky Counseling Center must provide the referring school counselor/school social worker with a brief "Treatment Summary Plan" for each student that includes:

1. Student's name,
2. Therapeutic modality, and
3. Brief summary of treatment goals for onsite services and on-going updates to Treatment Summary Plan

If a student is in imminent danger of hurting him/herself or others, Kentucky Counseling Center must:

1. Immediately notify the principal and/or school counselor, and 2. Provide necessary information/documentation to facilitate the provision of appropriate emergency student support(s) per the District's policies

Kentucky Counseling Center must provide services to students during non-core academic times as scheduled with the school counselor unless otherwise directed by the principal.

Kentucky Counseling Center clinician will provide at least a once monthly update to the school counselor.

**Referral Process:**

The District's school counselors will communicate the opportunity to receive telehealth services from Kentucky Counseling Center. Parents/Guardians may also request a referral for telehealth services.

School counselors will complete and submit a "referral" form to Kentucky Counseling Center utilizing the referral page <https://kentuckycounselingcenter.com/floyd/>

Upon receipt of a "referral" form, Kentucky Counseling Center must contact parents/guardians to schedule the initial intake session.

In the intake meeting, and prior to the provision of telehealth services, the parent/guardian must sign a "Permission to Treat" form indicating their consent for services *and* the District's "Release of Information" form to aid in the communication process and facility at the implementation of their child's treatment plan.

Kentucky Counseling Center must provide each referring school counselor with a twice monthly list of any outstanding referrals in which the parent/guardian has not responded to requests to schedule the initial intake session. The District will make additional efforts to contact these families.

**Other:**

Both Parties agree that they conduct completely separate businesses and affairs, are separate entities, are no partners or joint venturers in any sense whatsoever. Kentucky Counseling Center clinicians are employees of Kentucky Counseling Center and are not regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons are the exclusive responsibility of Kentucky Counseling Center. The District will have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of onsite services.

If either Party has concerns about the staff involved in this program, they shall communicate their concerns to the appropriate District/KCC employee.

**Term of Agreement and Termination of Agreement:**

This Agreement is effective on endorsement by both Parties and shall remain in effect until it is terminated by either Party.

Either Party may, at any time, terminate this Agreement with or without cause upon not less than thirty (30) days prior written notice to the other.

Any termination notice submitted by Kentucky Counseling Center to the District in accordance with this provision shall be mailed to the attention of the Superintendent at *442 KY RT 550, Eastern, KY 41622*. Any termination notice submitted by the District shall be mailed to Kentucky Counseling Center at the address provided below.

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Superintendent, Floyd County Schools

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Date

*Lesley E. Schmaltz*

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Lesley Schmaltz, LCSW  
Clinical Director  
Kentucky Counseling Center  
P. O. Box 701059, PMB  
Louisville, KY 40217

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8/13/24

Date

Dear Students, Families, and Staff,

We have partnered with Kentucky Counseling Center (KCC) to provide the District with online mental health services including counseling, psychiatric medication, and targeted case management services. These services are available to students, families, and staff.

Kentucky Counseling Center accepts Medicaid, Medicare, and commercial insurance plans for services. KCC also has the largest network of online mental health providers in Kentucky, so there's never a long waiting list.

To get started with treatment or to refer a student please visit <https://kentuckycounselingcenter.com/floyd/>. Please bookmark this webpage on your web browser for convenient access.