

# Key Assets Kentucky Behavioral Health Services



## MEMORANDUM OF AGREEMENT

### BETWEEN KEY ASSETS KENTUCKY

### AND Garrard County School District August 2024 — August 2025

**WHEREAS**, the Garrard County Board of Education, (hereinafter refers to as the "Board"), realizes that there are children and adolescents who will perform better academically and function better socially at school if counseling services are accessible and available on-site.

**WHEREAS**, the Board has a strong interest in assuring the success of each student in their charge,

**WHEREAS**, Key Assets Kentucky (hereinafter referred to as "Key Assets"), has a strong interest in, and capability of providing the clinical treatment and therapeutic support to those children in the Garrard County school system who have need or such services,

### IT IS HEREBY AGREED, BY AND BETWEEN THE BOARD AND KEY ASSEST KENTUCKY:

- A) The Parties will join in a fully collaborative effort to provide mental health services to children in the Garrard County school system through school based mental health services. Specific schools will be identified by mutual agreement based on the
  - expressed need and desire for such services by the school administrator,
  - availability of space and facilities for such services at that school,
  - on-going availability of qualified mental health personnel to provide those services.
- B) A Qualified Mental Health Provider (QMHP), or associate under the supervision of a QMHP, will be allowed on-site to provide mental health services to identified students,
- C) The Qualified Mental Health Provider, or associate under the supervision of a QMHP, will abide by all policies and procedures as established by the Board and each individual school, as well as the policies of Key Assets.
- D) The Board will Provide:
  - 1) Administrative encouragement, support and flexibility to those schools and Family Resource Centers who are participating in the School-Based services program including space donated for purposes of mental health contacts at the school.
- E) Key Assets Will Provide:
  - 1) Administrative and clinical supervision, a Qualified Mental Health Provider (QMHP) or associate under the supervision of a QMHP, and any necessary clinical materials, as agreed to

- in the protocol.
- 2) Key Assets will work with all students who qualify for Medicaid, Self-Pay, and Sliding Fee Scale. All referrals received will be evaluated for meeting criteria before services begin.
  - 3) Key Assets agrees to provide liability coverage in the amount of one million dollars (\$1,000,000) per occurrence, with coverage for all claims in one (1) year being limited to a maximum of three million dollars (\$3,000,000). Said policy shall cover all Key Assets employees during the course of business on the property of the Board of Education. Both parties agree that a copy of said policy shall be available to the designee for the Board of Education upon request, for any counseling services provided by Key Assets under this agreement. Key Assets further agrees to defend and indemnify Board of Education or any of its employees resulting from any alleged actions, treatment, or other activity by the counselors or employees of Key Assets in conjunction with Board of Education under this agreement.

Mental health services will be billed according to Key Assets agency contracts with Medicaid. Each individual child will be billed on a fee-for-service basis using a third-party payor. The Board will not be billed by Key Assets for these school-based mental health services. Psychological testing is not included in this service array. All medical records will be maintained at the Key Assets Kentucky office and are property of Key Assets Kentucky. Access to the medical record by the school can only be made available through a release signed by each child's guardian or a court order. It is understood that mental health services offered at the school may extend into the Summer months when school is out of session only as agreed upon by the client/guardian and Key Assets. This contract may be terminated with or without cause with two weeks written notice by either party by certified mail.

Agreed to this 28th day of August, 2024.

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 Superintendent, Garrard County Public Schools or Designee

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 Director of Garrard County Board of Education or Designee

*Jaycee Daele*      8/28/2024  
 Executive Director of Key Assets Kentucky, or Designee