# Memorandum of Understanding Between Youth Villages and Board of Education of Allen County, Kentucky

This Memorandum of Understanding (the "Memorandum") is made and entered into on this 16th day of September 2024, by and between Youth Villages (the "Provider"), 10503 Timberwood Circle Suite 100, Louisville, KY 40223, and Board of Education of Allen County, Kentucky (the "Board"), 570 Oliver Street, Scottsville, Kentucky 42164, for the purpose of establishing the mental health services to students within the Allen County School District (the "District").

## **Purpose**

This memorandum outlines the framework for the provision of mental health services to students by the Provider within the District. It sets forth the expectations, roles, and responsibilities of both parties to ensure that services are delivered effectively and with the necessary permissions.

# **Obligations of the Parties**

### Responsibilities of the Provider

- 1. **Service Coordination**: The Provider must coordinate with the school principal or their designee to determine the most appropriate times for student sessions, ensuring minimal disruption to the student's academic schedule.
- 2. **Service Provision**: Services provided will include, but are not limited to, the following:

Individual Student Counseling

- 3. **Confidentiality and Documentation**: The Provider must obtain a signed release of information from the parent or guardian, allowing the school to share relevant information with the Provider. Additionally, parental permission must be obtained for the student to receive counseling services at school.
- 4. **Campus Release**: The Provider acknowledges that a student will not be released from campus unless the parent or guardian has explicitly identified the therapist as an authorized person to sign the student out. All attendance policies will apply.

#### Responsibilities of the Board and the District

- Access to Students: The District will provide the Provider with access to students during the agreed-upon times. The District will also ensure that all necessary parental permissions and releases of information are on file before services are rendered.
- 2. **Confidential Space**: A confidential space will be provided for the Provider to meet with students during the school day.
- 3. Mutual Compliance with Policies and Procedures:

- Mutual Compliance: Both the Provider and the District agree to adhere to all applicable <u>district policies and procedures</u>, particularly those related to student privacy, attendance, and the safeguarding of students.
  - Allen County School District Policy and Procedure manual can be viewed at <a href="https://policy.ksba.org/Chapter.aspx?distid=147">https://policy.ksba.org/Chapter.aspx?distid=147</a>
  - The Student Handbook & Discipline Code at <a href="https://docs.google.com/document/d/11YIF32IPGkkDzyciXRsC\_kvq4Q2ey">https://docs.google.com/document/d/11YIF32IPGkkDzyciXRsC\_kvq4Q2ey</a> JbOvUbLqGYXk0w/edit?usp=sharing
- Provider's Responsibility: The Provider agrees to familiarize themselves with and adhere to all relevant <u>District policies and procedures</u> as communicated by the District. The District will provide the Provider with access to these policies and offer guidance as needed.
- District's Role: The District will monitor the Provider's activities on campus to ensure that they align with policies of the District. Any concerns regarding compliance will be addressed promptly through direct communication between the superintendent (or designee) and the Provider.

#### **Communication and Collaboration**

Both parties agree to maintain open lines of communication to ensure that services are provided in a manner that supports the best interests of the students. Any changes to the service schedule or other significant matters should be communicated promptly between the Provider and the school principal or their designee.

# Liability

No liability will arise or be assumed between the partners as a result of this Memorandum. Each party will be responsible for its own actions and responsibilities as outlined in this document and shall each be responsible for providing a minimum of \$5,000,000 insurance coverage for any claims that may arise.

#### **Term**

This Memorandum will be in effect from September 17, 2024 until June 30, 2024 or until terminated by either party with 30-days written notice to the other party.

# **Signatories**

This Memorandum shall be signed by Brianna Martin, Regional Supervisor, on behalf of the Provider, and Travis Hamby, Superintendent, on behalf of the Board and the District.
By:
Date:
Youth Villages Brianna Martin, Regional Supervisor of Lifeset and Intercept
By:
Date:
Allen County Board of Education and Allen County School District Travis Hamby, Superintendent