

MEMORANDUM OF UNDERSTANDING  
FOR SCHOOL-BASED SERVICES

This Memorandum of Understanding (“MOU”), dated this   21   day of   October  , 2024   (the “Effective Date”), is made and entered into by and between the Boone County School District (“the District”), with an address of 8330 U.S. Highway 42, Florence, KY 41042, and Cultivate Behavioral Health and Education (“Service Provider”), with an address of 334 Beechwood Rd, Suite 500, Ft Mitchell, KY 41017.

WHEREAS, Service Provider is an *[integrated healthcare provider that provides counseling and primary care services to children and adolescents]*; and

WEHREAS, Service Provider recruits and employs staff who are trained to *[assess and provide counseling services to children who are experiencing mental health problems]*; and

WHEREAS, the District enrolls and provides educational services to children in Boone County, Kentucky; and

WHEREAS, the District seeks to bring *[child mental health services into the District’s facilities, and to increase student and family access to such outpatient services]*; and

WHEREAS, the District and Service Provider desire to collaborate on *[addressing mental/emotional health issues that impact the students learning experience, to assist students in meeting their maximum academic potential]*.

NOW THEREFORE, the parties enter into this MOU, defining their respective rights, duties, and liabilities relating to the on-site school-based services set forth herein, as follows:

Section 1. Service Provider’s Obligations. In exchange for the consideration as stated herein, Service Provider agrees to the following:

- A. Trained Professionals. Service Provider agrees to hire and employ professional staff who will be supervised by personnel employed by Service Provider. The Trained Professionals provided by Service Provider under this MOU shall each possess all requisite certifications and degrees in their respective fields, as well as all other appropriate licensing credentials and training consistent with the services provided. These Trained Professionals are the sole employees of Service Providers and have no employment relation of any kind to the District, nor are they independent contractors to the District.
- B. Services Provided. Trained Professionals employed by Service Provider will be responsible for providing a variety of services to the District’s staff and directly to the District’s students and their families. The services include:

- a. Psychotherapy

b. Targeted Case Management

- C. Conduct of Trained Professionals. All Trained Professionals delivering services on District property are required to act in accordance with Board Policies and Procedures at all times. Failure to comply with Board Policies and Procedures may result in immediate removal from District property and termination of this MOU.
- D. Insurance. Service Provider agrees to covers its employees including, but not limited to, Trained Professionals and their services provided on District property, under Service Provider's general liability/malpractice insurance policy, and any and all other employment-related insurance policies which Service Provider maintains for and on behalf of its employees and contractors.
- E. Compliance with Laws. Service Provider is solely responsible for complying with relevant state and federal laws regarding the conduct of and services provided by its Trained Professionals.
- F. Confidentiality. Service Provider understands that, by virtue of its performance under this Agreement, Service Provider and its Trained Professionals may have access to educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA") where Service Provider and its Trained Professionals act in the capacity of a "School Official" with a legitimate educational interest. Service Provider acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Service Provider to criminal and civil penalties imposed by law. Service Provider further acknowledges that such willful or unauthorized disclosure also violates District policy and could result in immediate termination of this Agreement and an action to recover civil remedies available by law.

Service Provider agrees that, prior to providing any services on District property, each of its Trained Professionals will execute the Third Party Service Provider Conduct and Confidentiality Agreement attached to this MOU as Exhibit A and return a copy of the same to the District.

- G. Third Party Payers. Service Provider acknowledges that this MOU does not create any financial obligation by the District, and further acknowledges that it is solely responsible for accessing third party payers and other service reimbursement opportunities for the services provided herein. Service Provider may work with students and their families to obtain insurance without the District's involvement. Any direct-bill services provided by Service Provider shall be paid for by the clients either through direct pay or the clients' private insurance carrier or any other third-party source, and not through any monies budgeted by the District.

Section 2. District's Obligations. In exchange for the consideration as stated herein, the District agrees to the following:

- A. Facilities. The District will provide a private office or other space for Service Provider's Trained Professionals to deliver services pursuant to this MOU and maintain confidentiality.
- B. Point of Contact. The District will identify a point of contact to facilitate communication between Service Provider and its students' families, and to serve as a local contact person for general assistance.
- C. Referrals. The District and its staff will provide written referrals to Service Provider through the school counselors, teachers, or administrators. The District shall work with Service Provider to obtain appropriate consent and releases of information from the child's parent or guardian in order to enable the information exchange needed between the Service Provider's Trained Professionals and appropriate District personnel.
- D. Observations. As appropriate and needed, and in accordance with Board Policies and Procedures, and subject to classroom schedules, District will provide Service Provider's Trained Professionals with classroom access to observe children referred for receipt of Service Provider's services in their academic and social environments.

Section 3. Mutual Obligations. The Parties mutually agree to the following:

- A. Term. That the term of this MOU shall be from the Effective Date through June 30, 2025\_\_\_, unless this MOU is mutually amended to modify the term or terminated.
- B. Exchange of Information. The Parties agree to draft and sign student information exchange agreements within each organizations' respective legal authority to do so.
- C. Amendment. This MOU may be amended in writing at any time by mutual agreement of the Parties to this MOU. Mutual assessment and evaluation of services shall occur during the period of this MOU and shall form a basis for decisions for continuation and/or revision of MOU services.
- D. Termination. Either Party to this MOU has the right to terminate this MOU for any reason by giving the other party a minimum of thirty (30) days advance, written notice.
- E. Governance. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Jurisdiction to enforce the terms of this MOU shall be with the Boone Circuit Court.
- F. Written Notice. Any written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by certified mail or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

Dr. Jeff Hauswald, Superintendent  
Boone County School District  
8330 US Highway 42  
Florence, KY 41042

[Michael Foulk/COO]  
[Cultivate Behavioral Health and Education]  
[334 Beechwood Rd, Suite 500]  
[Ft Mitchell, KY, 41017]

**IN WITNESS WHEREOF**, the District and Service Provider execute this Memorandum of Understanding to be effective upon approval of the Board of Education at the 11/14/2024 regular meeting.

**BOONE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: 11/14/2024

Printed Name: Jesse Parks

Title/Position: School Board Chairperson

**[SERVICE PROVIDER NAME HERE]**

By: Michael Foulk

Date: 10/21/2024

Printed Name: Michael Foulk

Title/Position: COO

**EXHIBIT A**

**BOONE COUNTY SCHOOL DISTRICT  
THIRD PARTY SERVICE PROVIDER CONDUCT AND CONFIDENTIALITY AGREEMENT**

It is the policy of the Boone County School District to provide its employees and students with a level of privacy and confidentiality with any information concerning any of our employees or students. In the course of your work, you may have access to confidential information (oral, written or computer generated not otherwise available to the public at large) about employees or students, and their families and/or personal business. It is further the policy of the Boone County School District to set standards of acceptable conduct for all persons who enter its property and engage with its students.

I understand that, as a Third-Party Service Provider in the Boone County School District, I am not permitted to share any personal information about District students, staff, parents/families, and volunteers with any individuals who do not have an educational need to know that information. I agree that I will not disseminate, either in writing or verbally, any personally identifiable information about students, parents/guardians, staff and District volunteers, nor any student's academic, medical, physical, or mental health information. I agree to hold any such information in strict confidence as required by relevant state and federal laws, including the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99.

As a Third-Party Service Provider in the Boone County School District, I also understand and agree that I will ensure that the confidential and personal information I receive is kept safe and secure from any unauthorized access, which includes preventing access to any computer files, paper files or other media which may contain this information. I will not make or keep any electronic copies with any information about students, parents/guardians, staff or other volunteers that I have learned or received as part of my volunteer work.

As a Third-Party Service Provider in the Boone County School District, I also understand and agree that I may have direct access to students on District Property for the purpose of providing services per contractual agreement with my employer. I agree that I will engage in appropriate and professional conduct during all interactions with students, including but not limited to: refraining from imposing any of my own personal, religious or political views upon students.

I further understand and agree that I have read the Boone County School District's Policies and Procedures, and agree to abide by all rules and requirements set forth therein while on District property and engaging with District students.

**I HAVE READ THIS CONFIDENTIALITY AGREEMENT AND AGREE TO ITS TERMS.**

Signature: Michael Foulke  
Printed Name: Mike Foulk  
Date: October 21, 2024