



BCHD

Bourbon Co Health Department

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is effective this 16 day of September, 2024, ("Effective Date") by and between the BOURBON COUNTY HEALTH DEPARTMENT, located at 341 East Main Street, Paris, Kentucky 40361 ("BCHD") and BOURBON COUNTY PUBLIC SCHOOLS, which has its district office located at 3343 Lexington Road, Paris, Kentucky 40361 ("BCPS") (collectively the "Parties").

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings, and intentions:

WHEREAS, mental health services are necessary in the public school system and additional mental health resources contribute to the public health and may improve academic outcomes for students; and

WHEREAS, the Parties seek to collaborate in the provision of mental health services for students in the BCPS system utilizing funding provided by BCHD to support additional mental health services for students during instructional hours; and

WHEREAS, the Parties desire to enter into this binding Agreement to outline the roles, responsibilities, and further agreements between the Parties as it relates to the funding and provision of mental health services in public schools.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the parties hereby agree as follows:

1. Purpose. Schools in the BCPS system will be provided access to additional mental health resources utilizing funding provided by BCHD. Funding shall be used for counseling or one on one or group services. No funding provided by BCHD shall be utilized for staff training.

2. Contributions and Responsibilities of the Parties. The roles and responsibilities related to funding and provision of mental health services in the school system shall be divided between the Parties as follows:

A. BCHD shall:

- i. Provide a lump sum of Ten Thousand Dollars and no cents (\$10,000.00) per funding year, for use by BCPS in the provision of mental health services to BCPS students;
- ii. Utilize Report(s) produced pursuant to Section 2. A. iii. below in budgeting for any mental health services funding which may be provided to BCPS in following funding years;



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B. BCPS shall:

- i. Utilize all funds provided by BCHD pursuant to this agreement in the provision of mental health services in BCPS schools. Services shall include but not be limited to the provision of mental health and counseling services individually with students (one on one including counselor and a single student), or in group sessions with students (including a counselor and more than one student). No such funding shall be utilized for training of staff;
- ii. Provide mental health services to all students in need of such services, regardless of household income, membership in a protected class, or other distinguishing factor;
- iii. Annually provide BCHD a Report describing how funds provided under this Agreement were utilized, total number of students served, statistics related to outcome, and description(s) of any additional mental health or mental health service barriers observed within each school system. Such Report shall be provided to BCHD no later than April 30, 2025.

3. Term. This Agreement shall commence on the Effective Date and shall terminate on June 30, 2025 ("Termination Date") or upon thirty (30) days written notice by either party. Following the Termination Date, this Agreement may be renewed by written agreement of the Parties.

4. Binding Nature of Agreement; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, employees and assigns as provided in this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by written agreement of the Parties.

6. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.



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7. Governing Law; Forum Selection. This Agreement and the rights of the Parties shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law principles. The venue of any legal action relating in any way to this Agreement shall be exclusively in a state court located Bourbon County, Kentucky, or a federal court located in the Eastern District of Kentucky.

8. Miscellaneous Provisions. This Agreement is intended to be and shall be construed as a binding agreement upon the Effective Date. No party shall assign this Agreement without first obtaining the written consent of the other party. Each party shall be responsible for its own professional fees incurred in association with the execution of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Bourbon County Health Department

Signature: _____
Andrea Brown, Public Health Director

Date: _____

Bourbon County Public Schools

Signature: _____
Dr. Larry Bagley, Superintendent

Date: _____

4861-7301-1181