

INDEPENDENT CONTRACTOR AGREEMENT FOR STUDENT BEHAVIORAL HEALTH SERVICES

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the "Agreement") is made this 28th day of April, 2025, by and between the **BULLITT COUNTY SCHOOL DISTRICT**, 1040 Highway 44 East, Shepherdsville, KY 40165 (hereinafter referred to as the "Board"), and **ASTRA BEHAVIORAL HEALTH, LLC**, 2000 Ring Road, Elizabethtown, Kentucky (hereinafter referred to as "Astra Behavioral Health").

WHEREAS, the Board desires to retain the services of Astra Behavioral Health to provide professional mental health services to students attending the Bullitt County School District upon request; and

WHEREAS, Astra Behavioral Health desires to provide its services to the Board as an independent contractor upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Astra Behavioral Health hereby covenant and agree as follows:

1. **SERVICES.** Astra Behavioral Health agrees to provide professional behavioral health services to students identified by the Board including the following:
 - a. Provide at its sole cost and expense appropriate and adequate space, furniture, and security cameras for the Board's Day treatment program at a location approved by the Board.
 - b. Provide day treatment services as defined in 907 KAR 15:010 for students placed at the Bullitt County Day Treatment who have behavioral issues related to a diagnosed mental health disorder. Services shall include daily intensive

therapy services including individual, family, and group modalities, medication management, and collaboration with Board employees to promote the functioning of the student. Behavioral management, social skills, and independent living skills are encompassed. Day treatment services shall be provided in collaboration with the Individualized Education Plan ("IEP") or 504 Plan of each student but shall not be listed as a requirement in those educational plans. Day treatment services will be offered during school days and on breaks.

- c. Ensure that Astra Behavioral Health services under this Agreement are provided by a Qualified Mental Health Professional (QMHP) with a Master's degree (or above) in psychology, social work, or related field or by a Mental Health Associate with a Bachelor's degree (or above) in psychology, social work, or related field and who is supervised by a QMHP. All such personnel mentioned in this paragraph shall be subject to approval of the Board.
- d. Ensure that any qualified individual providing services will follow all restrictions, policies, and procedures of the Board. The Board may provide an annual orientation to Astra Behavioral Health staff.
- e. Require all employees assigned to the Bullitt County Day Treatment to receive annual training on the use of physical restraint and seclusion in compliance with 704 KAR 007:160 and to comply with the requirements of Board Policy 09.2212 and Board Procedure 09.2212 AP.21 regarding the use of physical restraint and seclusion.
- f. Establish and maintain a treatment record for each student receiving counseling services under this Agreement in accordance with the staff licensing board requirements, the Department for Medicaid Services and the other applicable federal and state laws.

- g. Maintain confidentiality for students receiving services under this Agreement in accordance with applicable professional standards, laws, and regulations. It is recognized that Astra Behavioral Health and the Board shall be in communication with one another concerning treatment of students.

2. **BOARD RESPONSIBILITIES.** The Board agrees to provide as follows:

- a. Except during times that school is not in session, provide appropriate staff, including a teacher and an instructional assistant to facilitate the educational needs of the students placed at the Bullitt County Day Treatment.
- b. Provide all instructional materials including all equipment for online learning.
- c. Except during times that school is not in session, provide transportation to all students attending the Bullitt County Day Treatment.
- d. Except during times that school is not in session, provide breakfast and lunch for all students attending the Bullitt County Day Treatment.
- e. Obtain parental consent for student placement at the Bullitt County Day Treatment and facilitate paperwork for receipt of day treatment services.

3. **COMPENSATION.** The Board will not be charged for Astra Behavioral Health's services under this Agreement. Astra Behavioral Health will bill Kentucky Medicaid and other insurance payers for its services. Additionally, the Board is not responsible for payment of Astra Behavioral Health's out-of-pocket expenses incurred in performing this Agreement, unless pre-approved in writing by the Board.

4. **TERM OF AGREEMENT.** The term of this Agreement shall be for one (1) year.

Unless otherwise terminated under this Agreement, the term shall be automatically extended for a period of one year, for each successive year, unless either party gives the other party thirty (30) days' advance written notice before the expiration of the initial term or any subsequent annual term that the party does not desire to have the contract automatically extended or renewed for another term.

5. **TERMINATION.** Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.
6. **CONFIDENTIALITY.** If during the course of this Agreement the Board discloses to Astra Behavioral Health any data protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended (20 U.S.C. § 1232g, *et seq.*), and its regulations, or data protected by the Richard B. Russell National School Lunch Act ("NSLA") (42 U.S.C. § 1751 *et seq.*), and the Child Nutrition Act of 1966 ("CNA") (42 U.S.C. § 1771 *et seq.*), Astra Behavioral Health agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.
 - a. Astra Behavioral Health hereby agrees to report to the Board, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data or data that has been inappropriately shared. Astra Behavioral Health agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

- b. Astra Behavioral Health understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. § 3571) or imprisonment for not more than five years (under 18 U.S.C. § 3559), or both.
- c. Astra Behavioral Health understands and acknowledges that children's free and reduced-price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced-price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

7. **INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Astra Behavioral Health shall be acting as an independent contractor. Astra Behavioral Health is not an employee of the Board under the meaning or application of any federal or state unemployment insurance compensation law or workers' compensation law, or other similar state or federal statute. Astra Behavioral Health shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining its status as an independent contractor. Astra Behavioral Health shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the Board, and Astra Behavioral

Health shall have no authority to represent itself as an agent, employee or in any other capacity of the Board.

8. **ASTRA BEHAVIORAL HEALTH'S OTHER AGREEMENTS.** Astra

Behavioral Health's services are not to be construed by this Agreement as being exclusively committed to the Board. Astra Behavioral Health shall be free, in its discretion, to provide the same to any other person, or firm, provided always that Astra Behavioral Health must ensure that the services required by the Board as provided herein shall at all times be performed in full. Astra Behavioral Health hereby warrants that there is no conflict of interest in Astra Behavioral Health's full-time or other employment, if any, or other Agreements, if any, with activities to be performed hereunder, and Astra Behavioral Health shall advise the Board if a conflict of interest arises in the future.

9. **PROFESSIONAL LIABILITY INSURANCE.** Astra Behavioral Health shall

maintain professional liability insurance in the minimum sum of \$1,000,000 covering the services that are rendered to the Board under this Agreement and provide the Board with written evidence of such insurance. The Board will maintain liability insurance coverage for the Board.

10. **BACKGROUND CHECKS.** Pursuant to KRS 160.380, Astra Behavioral Health

shall submit any employee providing services under this Agreement to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter from the Cabinet for Health and Family Services stating that any employee providing services under this Agreement has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and

Family Services. Astra Behavioral Health shall provide the Board with copies of the required background checks.

11. **INDEMNIFICATION.** Astra Behavioral Health agrees to indemnify and hold the Board and its employees and agents harmless from claims, demands, losses, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising out of, related to or in connection with its obligations under this Agreement. However, Astra Behavioral Health will not provide indemnity against claims, liability, loss, or expense when shown by the final judgment of a court of competent jurisdiction to have been caused by the willful or sole negligence or sole misconduct of the Board.
12. **TAXES.** Astra Behavioral Health represents and warrants to the Board that no taxes should be withheld from and paid to any taxing authority from the fees to be paid by the Board under this Agreement. Astra Behavioral Health agrees to indemnify and hold harmless the Board against and with respect to any and all claims, interest, penalties, damages, losses, liabilities, and taxes resulting from a breach of this representation and warranty.
13. **ASSIGNMENT.** This Agreement is for the personal services of Astra Behavioral Health and shall not be transferred or assigned by Astra Behavioral Health without prior written consent of the Board.
14. **GENERAL PROVISIONS.**
 - a. This Agreement constitutes the entire agreement with respect to the subject matter herein set forth between the parties.
 - b. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties; accordingly, no provision shall be

construed against one party or in favor of another party merely by reason of draftsmanship.

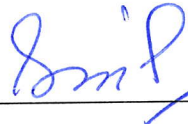
- c. All headings of this Agreement have been inserted for convenience only, are not to be considered part of such, and shall in no way affect the interpretation of any of the provisions of such.
- d. This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.
- e. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver with respect to any subsequent breach or default unless expressly so stated in writing.
- f. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Astra Behavioral Health and the Board.
- g. The parties hereto shall sign such further and other assurances and perform such further and other acts and things which may be necessary or desirable in order to give full force and effect to the Agreement herein.
- h. Any controversy or claim arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any litigation under this Agreement, if commenced by either party, shall be brought in Bullitt County, Commonwealth of Kentucky.
- i. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be invalid in part, such

invalidity shall, in no way, affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Agreement, shall, to the extent consistent with law, continue in full force and effect.

ASTRA BEHAVIORAL HEALTH, LLC

4/16/2025

DATE



M. Wasim Sajid, MD
Executive Director

BULLITT COUNTY BOARD OF
EDUCATION

DATE

Jesse Bacon
Superintendent