

## MEMORANDUM OF UNDERSTANDING

### **Newport Independent Schools and FamilyCare Counseling Solutions, LLC**

THIS MEMORANDUM OF UNDERSTANDING is between the staff of **Newport Independent Schools** and **FamilyCare Counseling Solutions, LLC (FCCS)**,

Hereinafter referred to as the "Parties":

WHEREAS, the above parties have agreed to enter into an agreement for the purpose of **FamilyCare Counseling Solutions, LLC** providing counseling and case management services for the "Newport Independent Schools", and

WHEREAS, the parties wish to define the terms of that Agreement:

NOW, THEREFORE, It is agreed by and between the parties in this Collaborative Service Agreement will have the following components as follows:

1. The goal is to facilitate the provision of school based therapy and associated services such as Targeted Case Management to students who are referred by the **Newport Independent Schools District** or its agents and qualify for services.
2. **FamilyCare Counseling Solutions, LLC** will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide support for students. FCCS will provide 30-minute individual counseling sessions and if more time is needed based on severity, **FamilyCare Counseling Solutions, LLC** will seek collaboration and input between the School Counselors and/or parent/guardians for approval.
3. **FamilyCare Counseling Solutions, LLC** will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
4. **FamilyCare Counseling Solutions, LLC** staff are covered by liability insurance and will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, Family Care Counseling Solutions agrees that he/she will be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim or expense incurred by the **Newport Independent Schools District** based solely on negligence, errors, or omissions by related to the performance of services conducted by **FamilyCare Counseling Solutions, LLC** pursuant to this agreement.
5. **FamilyCare Counseling Solutions, LLC** will provide a list of personnel and their role, who will be working in the **Newport Independent Schools District**, by the first day of school and updated if changes are made during the term of the agreement.
6. **FamilyCare Counseling Solutions, LLC** will provide competent qualified mental health professionals who are licensed in the state of Kentucky to perform the services. Copies of licensure will be provided upon request. All staff providing counseling will be licensed in the State of Kentucky and all staff providing targeted case management services will be trained and seeking certification within the state approved certification process.
7. **FamilyCare Counseling Solutions, LLC** will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc as required by the **Newport Independent Schools District** for outside providers working with students in the **Newport Independent Schools District**.

8. **FamilyCare Counseling Solutions, LLC** will collaborate with the district liaison when appropriate.
9. During the term of this agreement, the **Newport Independent Schools District** agrees to:
  - a. provide a safe environment, space, and reasonable accommodations to allow the provision of services during the school day and in the school buildings.
  - b. Refer students for services using the Family Care Counseling Solutions referral process.
  - c. Comply with FERPA standards.
  - d. Provide a district liaison for questions and concerns.
10. The **Newport Independent Schools District** is not responsible for payment for services provided by **FamilyCare Counseling Solutions, LLC**.
11. The terms of this agreement are valid for one calendar year. It is contingent on approval from the **Newport Independent Schools Board of Education**.
12. The **Newport Independent Schools District** or **FamilyCare Counseling Solutions, LLC** reserves the right to terminate the agreement at any time, without cause.

This agreement will be in effect from August 1, 2025 until June 30, 2026. Either party may amend or cancel the agreement with 30 days notice.

**THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS TERMS BY THEIR SIGNATURES BELOW:**

STUDENT SERVICES COORDINATOR

DATE



5/6/25

FAMILYCARE COUNSELING SOLUTIONS, LLC

DATE