

## **BULLITT COUNTY PUBLIC SCHOOLS**

### **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into between the BULLITT COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Bullitt County Public Schools, with its principal place of business at 1040 KY-44, Shepherdsville, KY 40165 (“BCPS”) and SEVEN COUNTIES SERVICES, INC. a corporation organized under the laws of Kentucky, with its principal place of business at 10401 Linn Station Road, Suite 100, Louisville, Kentucky 40223 (“Contractor”).

#### **WITNESSETH:**

WHEREAS, BCPS desires to procure certain services of Contractor, which are more fully described below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services desired by BCPS;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this MOA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, BCPS and Contractor (individually, a “Party” and collectively, the “Parties”) agree as follows:

#### **ARTICLE I**

##### **Entire Agreement; Amendments**

This MOA is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this MOA. This MOA may not be amended or modified except in writing as provided in Article VII. This MOA is supplemented by the Procurement Regulations of BCPS currently in effect (the “Regulations”), which are incorporated by reference into and made a part of this MOA. In the event of a conflict between any provision of this MOA and any provision of the Regulations, the provision in the Regulations shall prevail.

#### **ARTICLE II**

##### **Services**

During the Term, as defined below, Contractor will perform (a) the services set forth in Exhibit A, which is attached to and incorporated by reference into and made a part of this MOA, and (b) such other services that are agreed in writing by BCPS and Contractor during the Term in an addendum to this MOA as provided in Article VII (collectively, the “Services”).

### ARTICLE III Compensation

BCPS shall have no financial responsibility for payment of compensation to Contractor for the performance of the Services. Contractor will bill any third-party insurance provider upon written consent of the parent or guardian for all Services provided to BCPS students, including Medicaid, private insurance, or other plans. In no event will Contractor directly bill BCPS or a BCPS student, parent or guardian for the performance of any Services, except for those co-pays and deductibles associated with claims for which the parent or guardian has provided written consent for the Contractor to bill their third party insurance provider.

### ARTICLE IV Term of MOA; Renewal

This MOA shall be effective on the Effective Date. Contractor shall begin performance of the Services on any date after the Effective Date and shall complete the Services no later than December 31, 2025 (the “Term”). At the sole option of BCPS, this MOA may be renewed for one or more additional one-year renewal terms, upon written notice from BCPS to Contractor at least 30 days prior to the end of the original term or any renewal term.

### ARTICLE V Performance of Services by Contractor

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of Contractor’s profession or business. The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the MOA Administrator, as defined below.

B. Contractor shall appoint one person who shall be responsible for reporting to BCPS on all Services performed under the terms of this MOA and who shall be available for consultation with the MOA Administrator.

C. Contractor shall be an independent Contractor of BCPS for all purposes of this MOA. Nothing in this MOA is intended to create an employer-employee relationship, joint venture relationship, or partnership between BCPS and Contractor or any personnel assigned to this project by Contractor, and the Parties shall characterize their relationship as an independent Contractor relationship for tax purposes and all other purposes. BCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which Contractor performs or otherwise provides the Services, it being recognized that Contractor will be exercising Contractor's independent judgment. Contractor and any personnel assigned to this project by Contractor shall have no claim under this MOA or otherwise against BCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. BCPS shall not withhold on behalf of Contractor, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Contractor, and all such withholdings, payments, or obligations shall be the sole responsibility of Contractor. BCPS shall issue to Contractor a Form 1099 statement for Contractor's federal and state income tax reporting purposes. Contractor warrants that Contractor will not take a position that is inconsistent with such independent Contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this MOA.

D. Contractor shall at all times during the Term (a) comply with all applicable federal, state and local statutes, regulations, ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services in the state of Kentucky.

E. Contractor shall require and verify that all employees/Contractors of Contractor performing Services under this MOA are covered by professional liability insurance in amounts no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and shall provide certificates of insurance evidencing this coverage to the MOA Administrator.

F. Contractor will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with Contractor in the Counseling Services provided under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any

religious symbols or references of any type in any resources or materials provided to the students as part of the services.

#### ARTICLE VI Equal Opportunity

During the Term, Contractor shall not discriminate against any employee, applicant or subcontractor of Contractor, or any employee or student of BCPS because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

#### ARTICLE VII Changes

BCPS and Contractor may at any time, by mutual agreement set forth in a written addendum to this MOA, make changes in (a) the definition of the Services, (b) the scope of the Services, and (c) the time within which the Services are to be performed.

#### ARTICLE VIII Termination for Convenience of BCPS

BCPS may terminate this MOA in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

#### ARTICLE IX Termination for Default

BCPS may, by written notice of default to Contractor, terminate the whole or any part of this MOA, upon (a) the commission by Contractor or any personnel assigned to this project by Contractor of any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or assisting or participating in or knowingly benefitting from any act by any employee of BCPS which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of BCPS funds by Contractor or any personnel assigned to this project by Contractor, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony

offense by Contractor or any personnel assigned to this project by Contractor, or (d) a material breach of this MOA by Contractor, provided that BCPS has first given written notice to Contractor describing the breach with reasonable specificity and demanding that Contractor take action to cure the breach, but Contractor has failed to cure the breach within the period of 10 days after Contractor's receipt of such notice. Upon termination, BCPS may secure the required services from another Contractor. The rights and remedies of BCPS provided in this Article shall not be exclusive and are in addition to the rights and remedies of BCPS under Article X of this MOA or as provided by law.

## ARTICLE X

### Obligations Upon Termination

Upon the termination of this MOA under either Article VIII or Article IX, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, including, without limitation, Articles V(C), V(E), XII, XIII, XV, XVI(D), XVI(F) and XVI(G), (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this MOA, and (c) BCPS shall have no obligation to pay any compensation to Contractor for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

## ARTICLE XI

### Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this MOA, or any addendum entered into under Article VII of this MOA, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII

### Contractor's Work Product

Unless waived in writing by the MOA Administrator, BCPS shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this MOA. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to BCPS. This Article XII shall survive the termination of this MOA.

## ARTICLE XIII

### Proprietary Information

At all times during the Term and thereafter, Contractor and all personnel assigned by Contractor to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of BCPS except as such disclosure, use or publication may be required in connection with Contractor's performance of the Services, or unless BCPS expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to BCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of BCPS which BCPS treats as confidential with respect to the general public. For purposes of this Article XIII, the term "Proprietary Information" shall not include information that Contractor can show by competent proof (a) was known to Contractor prior to disclosure by BCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of Contractor; (b) was generally known to the public at the time BCPS disclosed the information to Contractor; (c) became generally known to the public after disclosure by BCPS through no act or omission of Contractor; (d) was disclosed to Contractor by a third party having a bona fide right both to possess the information and to disclose it to Contractor; or (e) is otherwise public information under applicable law. Upon the termination of this MOA for whatever reason, Contractor will deliver to BCPS, or if agreed by BCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of BCPS. This Article XIII shall survive the termination of this MOA.

## ARTICLE XIV

### MOA Administrator

A. BCPS shall appoint a MOA Administrator for the purposes of daily administrative decision-making pertaining to this MOA. If Contractor and the MOA Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this MOA, BCPS shall resolve the matter after notification by either the MOA Administrator or the Contractor in the manner prescribed by the Regulations. If BCPS fails to give notice to Contractor of the appointment of a MOA Administrator, the MOA Administrator shall be the BCPS Specialist of Mental Health Services. At the school level, a school counselor or Mental Health Practitioner will be the point of contact.

B. The MOA Administrator shall be responsible for compliance by BCPS personnel with the following obligations of BCPS under this MOA:

- a) Identify students who are in need of Services and make referrals to Contractor;
- b) Collaborate with Contractor to schedule mutually convenient counseling sessions;
- c) Provide adequate, private space that is free from interruption for individual and group counseling sessions (ideally furnished with tables and chairs allowing students to work individually and in small groups, as appropriate);
- d) Ensure students are in the designated counseling area by the starting time of each session;
- e) Ensure teachers are aware of and encourage students' participation, as needed;
- f) Ensure students are aware they are required to complete any and all class work missed as a result of their attendance; and
- g) If this Agreement requires Contractor and/or any employees of Contractor to perform services on the premises of any BCPS schools during BCPS school hours, all individuals performing such services under this Agreement are required to submit per KRS 160.380 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, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

#### ARTICLE XV

##### Right to Audit

Contractor shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, BCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. This Article XV shall survive the termination of this MOA.

#### ARTICLE XVI

##### Miscellaneous

A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

B. Any notices or reports by one Party to the other Party under this MOA shall be made in writing, to the address shown in the first paragraph of this MOA, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

C. If any part of this MOA is held to be void, against public policy or illegal, the balance of this MOA shall continue to be valid and binding.

D. This MOA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this MOA shall be brought in the Bullitt County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

E. No delay or omission by either Party in exercising any right under this MOA shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOA.

F. Neither Party to this MOA shall assign the rights or delegate the duties or obligations of this MOA, or any portion hereof, without the prior written consent of the other Party and, to the extent required, any applicable payor.

G. If Contractor has access to student records, Contractor shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and (b) limit the access to those records by Contractor's employees and other personnel assigned to this project to those persons for whom access is essential to perform this MOA. Without limitation of the preceding sentence, Contractor agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this MOA, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of this MOA, and not share any such data with any person or entity other than Contractor and its employees, Contractors and agents, without the approval of BCPS.
- Require all employees, contractors and agents of Contractor to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of this MOA.
- Conduct the Services in a manner that does not permit the identification of an individual student by anyone other than employees, Contractors or agents of Contractor having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.



- Destroy or return to BCPS any such data obtained under this MOA within thirty days after the date when it is no longer needed by Contractor for the purposes of this MOA.

H. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 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, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

I. If this MOA is procured by BCPS under KRS Chapter 45A, Contractor shall at all times during the Term (a) be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA to be effective as of July 1, 2025 (the "Effective Date").

BULLITT COUNTY BOARD OF  
EDUCATION

SEVEN COUNTIES SERVICES, INC.

By:  
Title: Superintendent

By: David Pankotai  
Title: President/CEO