

MEMORANDUM OF AGREEMENT

Between

PENNYROYAL REGIONAL MH-MR BOARD, INC.
(PENNYROYAL CENTER)

and

TODD COUNTY BOARD OF EDUCATION (Board)

This agreement between the **Pennyroyal Regional Mental Health-Mental Retardation Board, Inc., (Pennyroyal Center)** Hopkinsville, Kentucky and **Todd County Board of Education (Board)**, 205 Airport Road, Elkton, Kentucky 42220, is for the purpose of defining and clarifying responsibilities between the two organizations. This agreement is effective August 1, 2013 for the 2013-2014 school year. This agreement may be modified or discontinued under conditions mutually acceptable to both parties or by either party unilaterally after having provided thirty (30) days prior written notice of intent to terminate.

It is agreed that the **Pennyroyal Center** will be responsible for:

1. Providing mental health therapy to and limited consultative services on behalf of students referred by the school personnel designee(s) of the Todd County Board of Education. Clinical assessment, therapy and individual or program consultations will be provided by mental health professionals who hold at least a Master's Degree and/or certification in their respective professional disciplines.
2. Hiring **Licensed Mental Health Professionals (LMHPs)** to work with clients identified by the **Board** three (3) days per week..
 - A. The **LMHPs** will be employees of the **Pennyroyal Center**, which will be responsible for the direction of their day-to-day activities.
 - B. The **LMHPs** will work under the direct supervision of the Director of Children's Service of the **Pennyroyal Center**.
 - C. The **LMHPs** will work in facilities provided by the **Board**. These staff may also work in the homes of the identified clients as indicated by the treatment plan.
 - D. The **LMHPs** will have a limited scope of work. The caseload will be limited to specific referrals made or approved by the **Board** designee(s).
 - E. The **LMHPs** will provide direct clinical services for each client and family referred as indicated by the treatment plan.

- F. The **LMHPs** will provide limited consultation services to **Board** personnel as requested regarding specific clients referred for services.
- G. The **LMHPs** will meet with teachers, counselors, and administrators of the **Board** as necessary/requested.
2. Parents will be billed for time spent directly with them or the students. Medical cards, private insurance, and self-pay will be the primary sources of payment.
 3. Other services provided such as psychiatric and psychological evaluations, as well as any other outpatient services, will be based upon the usual service fee schedule and will be the responsibility of the client or client's third party payor unless the school authorizes payment.
 4. Pennyroyal Center staff will not see a child in an emergency situation unless the legal guardian is present and agrees to sign permission for treatment from the Center. A Center staff member may be used as a consultant to the school regarding an individual student and/or behavioral/mental health issue. However, face-to-face contact with a student will not occur unless the legal guardian is also present. This follows the guidelines utilized onsite at the Pennyroyal Center as well.
 5. The Center staff member designated to coordinate and schedule mental health and consultation services is Rebecca Woodrow, LCSW.

It is agreed that the **Board** will be responsible for:

1. The **Board** agrees that other services provided at the Pennyroyal Center outpatient clinic such as psychiatric and psychological evaluations, as well as any other outpatient services, will be based upon the usual service fee schedule and will be the responsibility of the client or client's third party payor.
2. The **Board** agrees that the direct supervision of LMHPs is the responsibility of the **Pennyroyal Center**.
3. The **Board** agrees to identify and coordinate services for identified clients in the school system.
4. The **Board** agrees to develop and promulgate policies/procedures that will encourage participation by both the student and the responsible party.

5. The **Board** agrees to provide suitable, confidential office and group room space for the **LMHPs** to carry out their duties.
6. The **Board** agrees to provide a designated contact person(s) within the school system to serve as Board designee(s) and to serve as liaison(s) with the **Pennyroyal Center**.
7. Pay the **Pennyroyal Center** the sum of \$5,000 to partially cover the cost of providing the services herein described. The sum will be paid in two installments as follows:
 - A. \$2,500 on September 1, 2013
 - B. \$2,500 on January 1, 2014

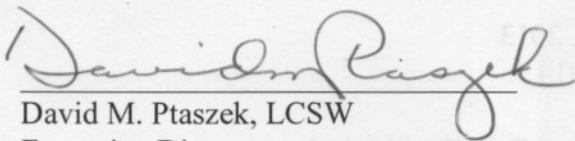
Further, it is agreed that **Pennyroyal Center** and **Board** will jointly:

1. Establish the criteria for the referral process for recommended therapy services for students on school grounds.
2. Collaborate on the disposition of clients at any time, usually by calling a meeting where all interested parties are involved.
3. Establish mutually agreed upon "Outcomes" for this position, and conduct periodic review on an informal basis no less than every three months.
4. Meet during the month of December (prior to December 31) to evaluate this student assistance program to determine if the service is cost effective for the Pennyroyal Center and of continuing value to the Board.
5. Develop a separate agreement for the provision of any services beyond the scope of this Memorandum of Agreement, i.e., training sessions for school personnel or extensive consultation.
6. Both parties will comply with the Title VI Civil Rights of 1964 (PLA-352) and part 80 of Title 45, Code of Federal Regulations, so that no person will be excluded from participation in and be denied the benefits of or otherwise subjected to discrimination on the grounds or race, color, or natural origin.
7. This agreement will be subject to the laws and regulations of the Commonwealth of Kentucky.

The **Board** will make semi-annual payments to the **Pennyroyal Center** to assist in covering costs associated with this service. No other monetary exchange between the parties represented below is implied or expressed in this Memorandum of Agreement.

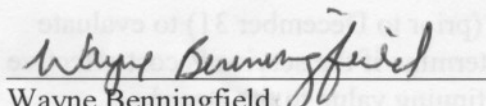
This agreement will be in effect through June 30, 2014.

Pennyroyal Center
P.O. Box 614
Hopkinsville, Kentucky 42241


David M. Ptaszek, LCSW
Executive Director

6/26/2013
Date

Todd County Board of Education
205 Airport Road
Elkton, Kentucky 42220


Wayne Benningfield
Superintendent

7/31/13
Date