

Webster County Board of Education
28 State Rt. 1340
Dixon, KY 42409

Lighthouse Counseling Services, Inc.
203 N Elm St.
Henderson, Kentucky 42420

MEMORANDUM OF AGREEMENT

Whereas, Webster County Board of Education and its affiliated schools agree to refer prospective clients for the 2018-2019 school year, to be renewed annually;

Whereas, Lighthouse Counseling Services, Inc., and its affiliated employee's agree to act as an independent treatment provider and assessor as appended hereto as Attachment "A";

Now therefore, the parties agree to enter into this Memorandum of Agreement (MOA). The purpose of this Memorandum of Agreement is to establish a mutual framework governing the respective organizational relationships, responsibilities and activities between the parties listed above. The areas of responsibility and relationships presented herein provide the concept under which the program will be executed.

1. Parties to the Memorandum of Agreement:

- a. Webster County Board of Education, whose professional address is 28 State Route 1340 Dixon, KY 42409 and whose phone number is: (270) 695-5083
- b. Lighthouse Counseling Services, Inc., by and through James Messer whose address is 203 N Elm St., Henderson, Kentucky 42420 and whose phone number is (270) 826-8761

2. Responsibilities and roles of the parties:

- a. Webster County Board of Education: The responsibility of the affiliated schools is to make referrals for mental health and substance abuse services as they determine appropriate.
- b. Lighthouse Counseling Services, Inc.: The responsibilities of Lighthouse Counseling Services, Inc. is to provide both mental health and co-occurring disorder treatment services to individual students and families.

- c. Lighthouse Counseling Services, Inc.: Agrees to hire/retain/subcontract with individual(s) qualified professionals, licensed by the State of Kentucky to provide both mental health and substance abuse therapy services (CADC, LPCC, LCSW, LPCA, CSW, etc.). Further, Lighthouse Counseling Services, Inc. agrees to operate/maintain/administer a substance abuse treatment program (AODE) as licensed by the State of Kentucky to provide such services. In compliance with Kentucky Administrative Regulations, only licensed mental health providers will be used by Lighthouse Counseling Services, Inc.
- d. Lighthouse Counseling Services, Inc.: Agrees to provide for its employees/subcontractor's liability insurance in the amount of \$1,000,000/3,00,000 to protect the interests of the parties of this agreement.
- e. Lighthouse Counseling Services, Inc.: Agrees to utilize models of treatment based on best practices that have and continue to meet the industry standards for evidenced-based programming and recognized therapeutic interventions for treatment service delivery.
- f. Lighthouse Counseling Services, Inc.: Agrees to provide annual criminal background checks for its employees and provide copies of such records to Webster County Schools if needed.
- g. Lighthouse Counseling Services, Inc.: Agrees to maintain electronic records to be held confidential and in accordance with licensing agreements.

3. Payment of the Parties (Lighthouse)

Lighthouse Counseling Services, Inc. will not expect payment, in any form from Webster County Board of Education or its affiliated schools. Payment for therapy or treatment services will be the responsibility of the referred individuals. Payments may be in the form of insurance, Medicaid, or self-pay.

4. Disputes

In the event of a dispute between any of the parties of the MOA, any party may request a meeting at anytime, outside of any and all regularly scheduled collaboration meetings. The meeting should be scheduled within 7 days of the aggrieved party submitting in writing to all parties a description of the dispute and the steps taken to resolve it. The parties agree that in the event such measures fail to resolve the dispute, they shall refer it for resolution to a mutually agreeable person(s).

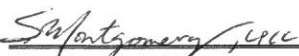
5. Miscellaneous

- a. Other relationships or obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.

- b. Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
 - c. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
6. Amendment, Modification and Termination: This MOA may be amended or modified only by written notice to the other parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective ninety (90) days after notice is given, unless a later date is set forth.
7. Effective Date: This agreement becomes effective upon the executed signatures noted below. Any prior agreement specifically relating to the services described herein is considered null and void upon the execution of this agreement by the undersigned parties. This MOA will remain in effect indefinitely, until superseded, rescinded or modified by written, mutual agreement of the parties.

Webster County Board of Education

DATE: _____



Stephanie Montgomery, LPCC
Chief Clinical Director
Board Member
Lighthouse Counseling Services, Inc.

DATE: 7-1-2018

