

MEMORANDUM OF UNDERSTANDING

BETWEEN SELECT PSYCHOLOGICAL SERVICES, PLLC AND BOONE COUNTY SCHOOLS AND ETHAN'S PURPOSE

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Select Psychological Services, PLLC, whose address is 2128 Chamber Center Drive, Ft Mitchell, KY 41017 and Boone County Schools, whose address is 8330 US Highway 42, Florence, KY 41042 and Ethan's Purpose, whose address is 1787 Coachtrail Drive, Hebron, KY 41048.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Select Psychological Services, PLLC will provide clinical group facilitation for students referred by Boone County Schools for groups, funded by the Ethan's Purpose Project.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the parties to this MOU and shall remain in full force and effect for the length of the 2020-20201 academic year in Boone County Schools. This MOU may be terminated, without cause, by any party upon 30 day written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.

4. **Responsibilities of Select Psychological Services, PLLC** Dr. Jean Deters, Owner of Select Psychological Services, PLLC, will allocate one licensed clinical social worker (Nina Howard, LCSW) to provide six 46-60-minute experiential groups across four Boone County Schools per week over a 6 week period and at the rate of three to four times per academic year (roughly per academic quarter). See Table 1.

The groups will focus on mental health needs specified by a collaboration between Select Psychological Services, the Ethan's Purpose Project and Boone County Schools.

Groups will not exceed 10 children, with additional adult staff chaperones when indicated by Kentucky law and school policies provided through Select Psychological Services, PLLC and/or Ethan's Purpose and/or Boone County Schools.

Students will be asked to complete the BASC-3-SRP¹ pre- and post-group involvement. Students identified as having clinically significant externalized or internalized concerns

¹ Provided, scored and interpreted through Select Psychological Services

will be referred to their respective school counselor for follow-up with guardians if necessary.

Select Psychological Services, PLLC will collect consent for each student in the group prior to the student's involvement and will be available for consultation with parents, when directed through the school counselor.

Select Psychological Services, PLLC will maintain all information about students in a confidential manner and will provide Boone County Schools a summary of each student's overall engagement in the group at the natural termination of the group.

Select Psychological Services, PLLC reserves the right to dismiss a student from group on the basis of group disruption or violations otherwise enforced by group or school rules.

Table 1: Estimated Students Served During 2020-2021 Academic Year

		Quarter 1	Quarter 2	Quarter 3	Quarter 4
School 1	A	x	2 session/week for 6 weeks	2 session/week for 6 weeks	x
School 2	B	x	2 session/week for 6 weeks	2 session/week for 6 weeks	x
School 3	A	x	2 session/week for 6 weeks	2 session/week for 6 weeks	x
School 4	B	x	2 session/week for 6 weeks	2 session/week for 6 weeks	x
Estimated Total Students Served per Quarter		0	32-48	32-48	0
Estimated Total Students Served per Academic Year					160

5. Responsibilities of Boone County Schools

REFERRAL:

Boone County Schools will respectfully coordinate and refer students to the group after

- a) the student's guardian was provided a written explanation of the group's goals, activity leader, methods, student expectations, and limits on confidentiality;
- b) the student's guardian was provided and completed a written background questionnaire and consent for conditions outlined in "a;"
- c) the student has completed the Behavioral Assessment System for Children – Self Report Measure at a minimum (Parent and Teacher versions can be supplied as well); and
- d) the student has signed a group agreement which outlines expectations, including respect, boundaries, participation and so on.

COMMUNICATION:

Select Psychological Services, PLLC will be provided a roster of group members by Boone County School at the onset of each group period and when group members change.

Each school shall specify one school counselor as a liaison between Select Psychological Services, PLLC and Boone County Schools for purposes of organization between the two entities.

FACILITY SPACE:

Boone County Schools will provide a room for groups which is no less than 15 square feet per group participant (approximately 3 ft x 5 ft). This room will have walls that act as sound barriers to preserve confidentiality. The room will be free from items that would otherwise distract students.

COMPENSATION:

Ethan's Purpose shall pay Select Psychological Services, PLLC the amount of \$3600.00 for each six-week period involving six groups, totaling \$7200.00 over the 2020-2021 academic year. Payment will be received by Select Psychological Services, PLLC at least 2 weeks prior to each group's start date.

SUPPLIES:

Boone County Schools and Ethan's Purpose will work collaboratively to obtain needed supplies for the groups.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Kentucky. The courts of the State of Kentucky shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Kenton County Court in the State of Kentucky.

D. Entirety of Agreement. This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral regarding the content herein.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Dispute Resolution In the event of a dispute of the between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter any binding contract to complete the Project.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to

enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Select Psychological Services, PLLC

Mena Howard LCSW 9-1-20
Jean A. Deters, Psy.D. Date

Boone County Schools

Boone County Schools Date

Ethan's Purpose

Ethan's Purpose 9-1-20
Ethan's Purpose Date