



## MEMORANDUM OF AGREEMENT FOR MENTAL HEALTH SERVICES AND BEHAVIORAL AND FAMILY SUPPORT

This memorandum of Agreement made and entered into on this date hereinafter stated, by and between the **Marion County Board of Education**, parties of the FIRST PART and **H.O.P.E.** (**Helping Others Pursue Excellence**) party of the SECOND PART.

The purpose of the agreement is to reduce writing the agreement and understanding to provide mental health and dual-diagnosis. (Mental Health/Substance Abuse) for school-based treatment services for the 2022/2023 academic school year.

The general terms of this agreement are that the First Party will provide space and other considerations more particularly stated herein the Second party will provide counseling services, also more particularly stated herein, to the student that is attending the Marion County School District. To accomplish the purpose of this agreement, the parties do agree as follows: 1. A meeting involving the School Principal, the Family Resource Center Director, the School Counselor (if one is available) and a Representative of the Second Party will be conducted at the school prior to services being offered to the student. This document outlines a referral procedure, lines of communication, line of authority, procedures for offering services, and the role and responsibility of the therapist will be drafted and agreed upon by both the School and the Second Party. This written document is the protocol which is developed after all parties have met and agreed upon its content and which ensures that all parties have an exact understanding of what occurs and assures a successful collaboration. 2. The agreed-upon protocol will be effective for the current school year and may extend into summer depending on need and resources. All parties will possess a written copy. If either party wishes to change protocol during the school year, another meeting of the same persons will be called where changes can be discussed, agreed upon, and a new protocol written and disseminated. Once that protocol is agreed upon, it will be followed even if changes need to be made, until a new protocol is written and agreed upon. 3. The Second Party will assign a therapist (or counselor, the term "therapist" is intended to include the same for the purpose of this agreement) to come to each school. The therapist will be at the school on the same day of each week or as requested by the school. If the therapist's schedule needs to change temporality or permanently, the changes will be worked out between the therapist and the Family Resource

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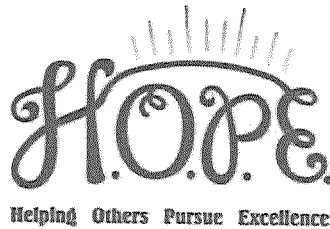


Center Director, or school Guidance Counselor, who will notify the School Principal. The assigned therapist will remain the same barring illness, resignation, or position transfer. If any of these occurrences, a new therapist will be assigned as soon as possible. A. Therapist, employed by the Second Party for the purpose of performing services pursuant to this agreement, is intended to be a person with a minimum certification of a licensed clinical counselor and or social worker, as that term is defined in the Kentucky Revised Statutes and Kentucky Administrative Regulations. B. Case Managers, employed by the Second Party for the purpose of performing services pursuant to this agreement shall have minimum qualifications of a Bachelor's Degree in Human Services. 4. In the case of a traumatic community event, the therapist for H.O.P.E. will assist the school in addressing providing counseling services to the students at the request of the school. No private records will be kept by H.O.P.E. regarding the event. 5. The Family Resource Center Director or Guidance Counselor will be the single point of contact and liaison between the school, the parent, and the Second Party. The appropriate party to address any problems with the Second Party is Clinic Director, Dariann Smith-Updike, LPCA, or Co-Owner, Tammy Mattingly, LPCC-S. 1) The therapist will notify the school if they will not be at the school preferably 24 hours before the scheduled day, or by 7:50 AM on that day in case of illness. The therapist will ask the school to notify each child of the cancellation. The therapist will arrive no later than 9:30 AM. 2) If illness or indisposition persists for three weeks, a new therapist will be assigned to fill in temporarily until the assigned therapist returns. If a change of therapist occurs, parents will be notified by letter. 3) If the therapist has a problem at the school. He/She will discuss it with the FRYSC Director who will decide to discuss it with the Principal or call a meeting to work it out. 4) If the Principal has a problem with the program, he/she can discuss it with Dariann Smith-Updike, LPCA , who will decide to speak to the therapist or appropriate party or call a meeting to work it out. 5) If a parent has a problem with the program and wishes to discuss it with the therapist, the FRYSC Director or Principal can notify the therapist that the parent should be contacted. 6) All referrals for services will be made through the School Principal, FRYSC Director, or Guidance Counselor. If a teacher feels that a child needs mental health services and refers the child, the school personnel will notify the mental health therapist or agency in which the therapist is employed.

#### INDEMNIFY CLAUSE

To The fullest extent permitted by law, the contractor and or vendor agrees to defend (including attorneys fees), pay on behalf of, indemnify, and hold harmless the entity, it's elected and appointed officials, employees and volunteers, and others working on behalf of HOPE against any claims, demands, suits, or loss, including all costs connected therewith, and for any

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damages which may be asserted, cleaned or recovered against or from HOPE, it's elected and appointed officials, employees, volunteers or others working on behalf of Hope counseling, because of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Agency Name: Helping Others Pursue Excellence

Address: 317 Koehler Drive, Lebanon, KY 40033

Phone: 207-321-4198

Fax: 270-795-4006

H.O.P.E. Mental Health Program Director:

Signature:

Date:

*Tammy Mattingly LPCC-S*  
*Tammy Mattingly LPCC-S*  
*8-19-22*

Marion County School District Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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