



**MEMORANDUM OF AGREEMENT
BETWEEN**

**SEVEN COUNTIES SERVICES, INCORPORATED
AND
JEFFERSON COUNTY PUBLIC SCHOOLS**

This Memorandum of Agreement is entered into this 13th day of August, 2013 by and between Seven Counties Services, Incorporated, of Jefferson County, Kentucky (hereinafter referred to as "SCS") and the Jefferson County Board of Education, operating under the name of the Jefferson County Public Schools of Jefferson County, Kentucky (hereinafter referred to as "JCPS").

SCS is a private, nonprofit 501(c) 3 corporation and the regional authority mandated by the Commonwealth of Kentucky to plan and provide behavioral health and developmental disability services to Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble counties. The organization is not part of state or local government. SCS offers a wide array of mental health treatments and intervention services for children, youth, and families. SCS staff is not employed by JCPS. SCS clients, for the purpose of this agreement, shall be JCPS students.

In the performance of this Agreement, SCS staff shall comply with the requirements of FERPA and JCPS Policy and Procedures. SCS staff may not, unless stipulated through legal processes, act on behalf of JCPS students in the capacity of parent or guardian for educational decisions.

SCS staff is under the supervision of the Waller-Williams principal for the purpose of adhering to school policy. If school policy compromises SCS policy or standard clinical practice, then appropriate SCS and JCPS supervisory personnel will be consulted and a joint decision will be made.

**SCS AGREES TO PROVIDE THE FOLLOWING SERVICES AT WALLER-WILLIAMS
ENVIRONMENTAL SCHOOL:**

1. The following resource staff will be made available: Unit manager, clinical personnel, service coordinators, adjunctive personnel and a staff psychiatrist.
2. Clinical services, based on individual student need, will be provided and may include: individual, group, and/or family therapy; crisis management; psychiatrist evaluation for consultation and medication evaluation.
3. Other services, based on individual student need, will be provided and may include: Service coordination, group consultation, psycho-educational instruction, support groups for parents, adjunctive services, staff inservice and training.
4. Staff will be involved in weekly team meetings, monthly staff meetings, and other planning meetings as needed.
5. Liaison services will be provided to facilitate accessing services from other SCS staff and from other care providers with the SCS catchment area.
6. SCS staff will make a determination based on their observations and professional judgment if a psychiatric evaluation and/or hospitalization is necessary. At that juncture, SCS assumes responsibility for the decision

to evaluate and/or hospitalize the student and will take appropriate steps based on their professional judgment. In such instances SCS staff will seek parental/guardian permission. When permission is not obtained, SCS will follow standard protocol for seeking hospitalization of a minor. Parental contacts and attempted efforts to contact parents will be documented.

**JCPS
AGREES TO THE FOLLOWING:**

- 1(a). Arrangements will be made for students involved in services to be in attendance at all regularly scheduled appointments. When students are in the behavior center and scheduled for therapy the following procedures will be followed: 1) If the student is in the time-out room during a scheduled session, the therapist will begin the session after the student has completed his assigned time (5 to 10 minutes). If the time has been extended due to the severity of the situation, the center staff, teacher, assistant, and therapist will consult with one another and arrive at a decision. If there is a crisis situation, follow procedure outlined in 1b below. 2) If the student is at a student carrel, the student must be in compliance 2 to 5 minutes to demonstrate control. Student will return after the therapy session to complete missed time. 3) If the student is in Alternate Learning Setting (ALS), the student will be allowed to attend the session with the center staff's approval and must complete time when the session is over.
- (b). If the student is in the time-out room and is not scheduled for a therapy session, the appropriate SCS staff and school staff will be contacted if the child has not de-escalated after 15-30 minutes. During a crisis situation, the center staff or attending school staff will contact the Waller-Williams school staff and the appropriate SCS staff immediately. After consultation, the SCS staff and the school staff will make a decision about how to proceed. This team decision will be based upon past patterns of behaviors, current child/family situational problems, cause of center placement, and any other pertinent information. Course of action may include: 1) Set a time to reassess the situation and continue to monitor the child. 2) Have a member of either staff intervene or 3) Involve others directly related to the child's care through phone contact. If a strong difference of opinion exists, the Waller-Williams principal and SCS manager or respective designees will help the group decide on a course of action. The team will discuss extenuating circumstances and develop an effective plan to address future reactions to student behavior.
2. Waller-Williams staff, to the extent possible, will attend SCS service team and treatment planning meetings, staff development trainings, and other such necessary meetings to address programmatic concerns.
3. Office space suitable in function and for confidentiality will be provided with furnishings to include comprehensive phone service with the understanding that the availability of office space will be contingent upon the needs of the basic educational program.
4. Waller-Williams school will be accessible during scheduled non-school periods in order to maximize the opportunity for continuity of services.
5. At least one area will be provided with security, accessible by SCS staff only, for medical records. An access list will be maintained with separate keys.
6. Waller-Williams will be responsible for dispensing and securing medications according to JCPS policy.

**JCPS AND SCS AGREE TO
THE FOLLOWING:**

1. The development of a joint orientation program and an ongoing training program for all new Waller-Williams and SCS employees to be designed and implemented by both parties' staff.
2. Both parties' staff will engage in an annual re-orientation program, developed jointly.
3. A Collaboration Committee, consisting of representatives from both parties and parents of Waller-Williams students will meet on a regular basis. The functions of this committee will be developed jointly by both parties, but shall include:
 - a. Common protocols for infection control, critical incidents, confidentiality, hospitalization, safe physical management, etc., to be developed by both parties and produced in the form of a handbook to be used by SCS and Waller-Williams staff.
 - b. A confidentiality protocol outlining the scope and limits of confidentiality as it applies to both parties is to be outlined jointly, followed by mandatory training.
 - c. A joint goal statement will be developed by the Collaboration Committee and included in the procedure handbook.
 - d. Upon students' transition from Waller-Williams, SCS and Waller-Williams will share information regarding subsequent programming through a systematic method of communication to include the progress and status of students in transition from Waller-Williams.

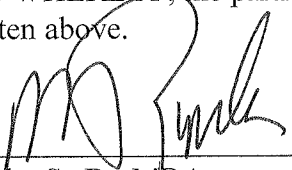
SCS shall maintain liability insurance for its employees performing services at Waller-Williams with minimum coverage of \$1 million per occurrence and \$3 million aggregate. SCS agrees to notify JCPS of any significant change or cancellation of such insurance coverage thirty (30) days prior to such change or cancellation. SCS shall provide JCPS a certificate of insurance evidencing such coverage upon request.

SCS and JCPS are independent parties and neither shall be construed to be an agent or representative of the other party. Therefore, neither party shall have any liability for the acts or omissions of the other party.

This Agreement shall be effective for a term of one (1) year commencing on August 13, 2013 and ending on June 30, 2014. This Agreement may be extended by the mutual agreement of SCS and JCPS.

Either party may terminate this agreement with sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of the date first written above.



Anthony Zipple, Sc.D., MBA
President/Chief Executive Officer
Seven Counties Services, Inc.

Date: 7/25/13

Donna M. Hargens, Ed.D.
Superintendent
Jefferson County Public Schools

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

SEVECOU-01

HWILSON

DATE (MM/DD/YYYY)

2/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Neace Lukens - Louisville/ Assured NL Insurance Agency Inc
2305 River Road
Louisville, KY 40206

CONTACT NAME: Quinn Paul

PHONE (A/C, No, Ext): (502) 894-2100

FAX (A/C, No): (502) 894-8602

E-MAIL ADDRESS: quinn.paul@neacelukens.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Mental Health Risk Retention

44237

INSURED

Seven Counties Services, Inc.
101 West Muhammad Ali Blvd
Louisville, KY 40202-1430

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CCL0002031	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> EBL \$1M/\$3M Aggregat					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Prof. Liability		CCL0002031	2/1/2013	2/1/2014	Per Claim 1,000,000
A	Prof. Liability		CCL0002031	2/1/2013	2/1/2014	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is added as Additional Insured but only with respects to operations of the Named Insured.

CERTIFICATE HOLDER

Jefferson County Public Schools
3332 Newburg Road
P.O. Box 34020
Louisville, KY 40232-4020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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