



***Kentucky Educational Collaborative For State Agency Children (KECSAC)***  
***Eastern Kentucky University***  
***Memorandum of Agreement***  
***Overview***

Legislation enacted by the Kentucky General Assembly in 1992 (SB260) and 1994 (HB826) established KECSAC and defined "state agency children" (SAC) and the role of school districts in the provision of services to these youth (KRS 158.135). Subsequent regulations provide the foundation for the Memorandum of Agreement (MOA) between KECSAC (administered by the Eastern Kentucky University, College of Education) and the school district providing educational services to state agency children.

Working in cooperation with the Kentucky Departments of Education (KDE); Juvenile Justice (DJJ); Behavioral Health, Developmental and Intellectual Disabilities (BHDID); Community Based Services (DCBS); and Local Education Agencies, KECSAC annually requires that each school district submit the following items as attachments for each program to this MOA:

- **ATTACHMENT 1** - A total budget for the education of state agency children in the treatment programs in project budget report MUNIS format.
- **ATTACHMENT 2** - A comprehensive annual budget for the state agency children educational program.
- **ATTACHMENT 3** - A completed Program Educational Calendar Worksheet.
- **ATTACHMENT 4** - A plan for making up any of the 210 instructional days due to inclement weather or other district planned events.
- **ATTACHMENT 5** - A completed SEEK Calculation Worksheet.
- **ATTACHMENT 6** - A current 2014-2015 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- **ATTACHMENT 7** - A Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2013-2014 Program Improvement Plan.
- **ATTACHMENT 9** - A Student Transition Plan (STP).

The MOA and attachments form the basis for the operation and distribution of State Agency Children's Funds (SACF) for the delivery of education services to SAC.

State Agency Children as defined in KRS 158.135 are:

1. (a). Those children of school age committed to or in the custody of the Cabinet for Families and Children and placed, or financed by the cabinet, in a Cabinet for Families and Children operated or contracted institution, treatment center, facility, including those for therapeutic foster care and excluding those for nontherapeutic foster care; or  
(b) Those children placed or financed by the Cabinet for Families and Children in a private facility pursuant to child care agreements including those for therapeutic foster care and excluding those for nontherapeutic foster care;
2. Those children of school age in home and community-based services provided as an alternative to intermediate care facility services for the mentally retarded; and
3. Those children committed to or in custody of Department of Juvenile Justice, and placed in a department operated or contracted facility or program.

The passage of SB260 in 1992 envisioned KECSAC as serving youth in state operated or contracted residential and day treatment programs. With the passage of HB826 in 1994, a diverse array of treatment programs were brought under the SAC definition. With the passage of HB117 in 1996, KECSAC services were extended to youth under the care of the Department of Juvenile Justice. For the purposes of this MOA and the operation of SAC education programs, the following definition of on-site education programs is provided:

**Definition of On-Site Education Programs**

An on-site state agency children education program exists when more than fifty percent (50%) of the eligible state agency children in the program are provided with educational services at the treatment program by a local school district on December 1st.

The educational programs that serve SAC must meet the special needs of students who, upon exiting a public or private treatment program in the Commonwealth, will return to a public school setting as well as those who will enter the work force or some other alternative program.

**The original signed copy of the KECSAC MOA and attachments should be returned to the KECSAC office at Eastern Kentucky University, prior to September 15, 2014. KECSAC and University officials will affix final signatures to the documents and return a final signed MOA to the School District.** The school district will not receive reimbursement until all required information is submitted to complete the MOA. A confirmation of receipt of the MOA will be sent to the school district by KECSAC. A final signed copy version will be returned to the school district after submission of completed MOA.

The local school district that contracts with KECSAC to provide educational services to SAC must provide an equal and equitable education to students in KECSAC programs. This includes equitable resources such as textbooks, teaching materials, technology materials, support and maintenance.

Please submit a complete signed MOA with ALL attachments and direct all inquiries to:

**KECSAC  
104 Case Annex  
Eastern Kentucky University  
521 Lancaster Avenue  
Richmond, KY 40475  
Phone (859) 622-6552  
Fax (859) 622-8051**

**MEMORANDUM OF AGREEMENT**  
**Kentucky Educational Collaborative For State Agency Children**  
**Eastern Kentucky University**  
**Fiscal Year 2015**  
**(July 1, 2014 - June 30, 2015)**

**I. INTRODUCTION**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between The Kentucky Educational Collaborative for State Agency Children (KECSAC), Eastern Kentucky University, (hereinafter called the FIRST PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky, and **Jefferson County School District**, (hereinafter called the SECOND PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky.

WHEREAS, the FIRST PARTY has been directed by the Justice Cabinet, Cabinet of Health and Family Services and Kentucky Department of Education (collectively referred to herein as "CABINETS") to provide collaborative educational services; and

WHEREAS, the FIRST PARTY has concluded that it would not be feasible to provide some of such services from its facilities; and

WHEREAS, the SECOND PARTY is available and would be qualified to provide a system which would meet the approval of the aforementioned cabinets; and

WHEREAS, the FIRST PARTY desires to avail itself of the services of the SECOND PARTY;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

**II. SCOPE OF WORK**

The SECOND PARTY will provide to state agency children in **Peace Academy** a 210 day instructional program that includes a traditional instructional school calendar that is approved by KDE as well as an extended school program which is in compliance with the Statutes and Regulations governing the CABINETS as they relate to state agency children in the Commonwealth of Kentucky. In addition to the terms and conditions described below, the SECOND PARTY also agrees to abide by all terms and conditions set forth under the Master Agreement between FIRST PARTY and the CABINETS.

**III. PERIOD OF PERFORMANCE**

Each Memorandum of Agreement is for a period of twelve months, beginning July 1, 2014, with an end date of June 30, 2015. The education program may continue for multiple years and each subsequent year will be dealt with separately and will require a new Memorandum of Agreement. Initiation and continuation of this agreement are contingent upon FIRST PARTY'S receipt of funding from the CABINETS.



#### **IV. DUTIES OF THE FIRST PARTY**

1. The FIRST PARTY will provide the services of the Director of KECSAC or other KECSAC personnel to facilitate the distribution of the funds as described herein.
2. The FIRST PARTY will provide for all of the normal administrative requirements as established by the CABINETS.

#### **V. DUTIES OF THE SECOND PARTY – Jefferson County School District**

1. The SECOND PARTY will provide the services of a school administrator as the overall school district program(s) director, or a substitute acceptable to both parties.
2. Time and effort sheets will be maintained by the school administrator for staff providing services for each program under this Agreement. All wages and fringe benefits required hereunder will be provided within the terms of funding in this Agreement.
3. Personnel assigned by the school district to the education program will be afforded all of the amenities of **Jefferson County School District** faculty and/or staff. Such project personnel will be employees of the SECOND PARTY with selection dismissal, and all other employment decisions the responsibility of the SECOND PARTY.
4. Normal SECOND PARTY accounting procedures will be employed and records will be made available for inspection at the request of the FIRST PARTY for a period of up to five years beyond the termination date of a program.
5. The SECOND PARTY shall sign and return the Memorandum of Agreement, including all attachments, to the FIRST PARTY within ninety (90) days of issuance or no later than September 15. The FIRST PARTY may decrease funding by quarterly increments for noncompliance with the submission deadline. If the Memorandum of Agreement is submitted but is incomplete, the FIRST PARTY has the authority to hold reimbursement for expenses until a completed Memorandum of Agreement is submitted to the FIRST PARTY.
6. The SECOND PARTY shall maintain an inventory of all items purchased with KECSAC funds. All items purchased with KECSAC funds remain the property of FIRST PARTY.
7. The SECOND PARTY shall notify the FIRST PARTY in writing, no less than 30 days in advance, when a state agency program will be closed.
8. The SECOND PARTY agrees to return all purchased items to the FIRST PARTY within 30 days of the closing date of a program.
9. The SECOND PARTY shall submit a new application for funds should an existing KECSAC program move to the SECOND PARTY'S district and if the SECOND PARTY is seeking funding for any activities or items not specified herein.
10. The SECOND PARTY shall immediately notify FIRST PARTY in writing of any problems, complaints or allegations relating to the use or administration of KECSAC funds or any program supported, in whole or part, by KECSAC funds. SECOND PARTY shall send such notification to FIRST PARTY at:

KECSAC  
104 Case Annex  
Eastern Kentucky University  
521 Lancaster Avenue  
Richmond, KY 40475



11. The parties recognize that FIRST PARTY is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity. SECOND PARTY agrees, to the extent permitted by law, to indemnify and hold harmless the FIRST PARTY from any and all liability, loss or damage that FIRST PARTY may suffer resulting from the acts or omissions of SECOND PARTY'S employees or agents relating to this Agreement.

## **VI. COSTS AND PAYMENTS**

1. On a quarterly cost reimbursement basis, the FIRST PARTY will request that payments be made by Kentucky Department of Education to the SECOND PARTY the cost, not to exceed approved requested funds, for direct labor, supplies, subcontracts, and incidental expenses necessary for the execution of the work. The SECOND PARTY will bill the FIRST PARTY in MUNIS **project budget report** format quarterly for expenditures as actual expenses are incurred (*as requested*). The budget is attached as ATTACHMENT 1 and incorporated herein by reference. New Memorandum of Agreements with an updated annual budget will be completed each year for each program.
2. The SECOND PARTY will provide documentation, in MUNIS format, that itemizes all funds that the SAC education program generates including KECSAC and SEEK funds. Any KECSAC funds not expended by June 30<sup>th</sup> of the current fiscal year will be deducted from the program's next fiscal year allocation amount.
3. The SECOND PARTY agrees that if an education program closes during the year, the SECOND PARTY will be reimbursed up to 25% of the allocated amount if the program closed on or before September 30<sup>th</sup>, up to 50% if the program closed on or before December 31<sup>st</sup> and up to 75% if the program closed on or before April 30<sup>th</sup>.
4. If an education program receives the full amount of allotted funds and that education program closes without having spent all of the funds, the SECOND PARTY agrees to return any unspent funds.

## **VII. RENEWAL**

The parties hereby understand that each education program may be renewed for additional periods under these terms as may be mutually agreed upon in writing.

## **VIII. CABINETS**

The SECOND PARTY will comply with all provisions of the CABINETS included in the attachments to this Memorandum of Agreement and all applicable provisions of the Master Agreement between the CABINETS and FIRST PARTY.

## **IX. ENDORSEMENTS**

Both parties have executed this Agreement by duly authorized officers.

## **X. PROGRAM GUIDELINES**

KRS 605.110 requires that children maintained in a facility or program operated, contracted or financed by the CABINETS shall as far as possible, maintain a common school education.

In this regard, SECOND PARTY'S educational administrative staff, supervisors and teachers:

1. Shall meet Kentucky educational certification requirements and be evaluated in accordance with local school district policy.

2. Shall complete a formal or informal academic assessment of the educational needs of all SAC, and vocational needs of SAC aged fourteen (14) and up or in eighth grade and above, within the first 30 days after admission to an on-site program.
3. Shall, at on-site education programs, provide the treatment program director an opportunity to interview prospective new teachers for the on-site state agency education program when filling a teacher vacancy. At on-site education programs, the treatment program director shall provide the local school district with interview results regarding the applicants' suitability for teaching in the on-site state agency education program.
4. Shall designate a school administrator who will be the instructional leader of the state agency children educational program(s). School administrators shall attend two statewide meetings of the State Agency Children School Administrators Association (SACSAA) scheduled by the FIRST PARTY with the advice of the KECSAC Interagency Advisory Group and SACSAA. The SACSAA meetings are scheduled as follows:

**Fall Statewide Meeting:                      September 12, 2014**

**Spring Statewide Meeting:                      March 6, 2015**

5. Shall ensure school administrators attend additional meetings upon thirty (30) days written notification from the FIRST PARTY or the CABINETS.
6. Shall be responsible to ensure school administrators complete and timely submit information upon request from the CABINETS and/or the FIRST PARTY.
7. Shall ensure the school administrator, or a designee, participates in treatment planning conferences and team meetings for state agency children in programs they serve.
8. Shall comply with all policies of the CABINETS relative to the care and treatment of state agency children.
9. Shall, at on-site education programs, provide a professional development plan for all certified staff working in state agency children programs. All educators new to a state agency children's education program shall attend the "*New Educators Training*," which is scheduled for **August 27, 2014**. 505 KAR 1:080 recommends that three (3) non-instructional days per year be used for professional development designed for state agency children teachers.
10. Shall, at on-site education programs, maintain average teacher pupil ratios not to exceed: No more than ten (10) students to one (1) teacher without a classroom aide; and no more than fifteen (15) students to one (1) teacher with a classroom aide; and shall comply with 505 KAR 1:080 relating to students with educational disabilities. This ratio must be maintained during the regular and extended school calendar.
11. Shall provide the state required days of direct educational services for each state agency child. Students enrolled in a KECSAC program are also required to attend an extended school program for an annual total of 210 instructional days which is in compliance with 505 KAR 1:080. A minimum of four hours of direct instruction is required for each of the extended school days.
12. Shall develop, in coordination with the Individual Treatment Plan (ITP) for each state agency child, an Individual Plan of Instruction (IPI) or for youth determined to have an educational disability, an Individual Educational Plan as governed by 505 KAR 1:080.
13. Shall recognize state agency children status as it relates to the administration and testing of the GED®.
14. Shall administer to state agency children the same assessments administered to other public school youth and shall be included in the accountability as specified in 703 KAR 5:040.



15. Shall, at on-site education programs, develop portfolios consistent with the content requirements of the state's assessment program. Shall send the state agency child's portfolio to the receiving school as part of the education records when youth transition from a program.
16. Shall request of sending school the educational records for all state agency children. Upon receipt of the school records, the SECOND PARTY shall notify within five (5) days the sending school of the state agency child's enrollment. Upon receipt of the school records, the state agency program shall notify the sending school district office of the pupil personnel director that the child is now in school attendance and not a drop out.
17. Shall ensure that the educational records of state agency children be forwarded to the receiving schools within five (5) school days following the release of the youth from the program.
18. Shall prepare an Educational Passport as required by KRS 158.137 and 605.110(3)(e).
19. Shall comply with all provisions of KRS Chapters 158, 161, 610, 635, 640, 645, 505 KAR 1:080, 922 KAR 1:300 and 922 KAR 1:305.
20. Shall maintain a **current** copy of the "Child Caring Facility License" issued by the State of Kentucky documenting the license capacity and type of program for **each** non-state operated or non-state contracted program for which the SECOND PARTY is requesting funding or otherwise have filed for a renewal sufficiently in advance of the expiration of any license.
21. Shall submit to the FIRST PARTY, a total educational budget in project budget report MUNIS format for **each** program providing education to state agency children as **Attachment 1** and a comprehensive annual budget as **Attachment 2**, attached hereto and incorporated herein by reference.
22. Shall provide to all state agency children an extended school calendar of two hundred and thirty (230) days with two hundred and ten (210) instructional days in accordance to 505 KAR 1:080. An Educational Calendar Worksheet outlining the two hundred and thirty (230) days shall be submitted as **Attachment 3**, incorporated herein by reference, with the annual Memorandum of Agreement. In addition, shall attach a copy of its plan to make up days missed due to adverse weather or other district planned activities as **Attachment 4**, incorporated herein by reference.
23. Shall submit the SEEK Calculation Worksheet as **Attachment 5**. Such SEEK Calculation Worksheet, as may be amended, is attached as **Attachment 5**, hereto and incorporated herein by reference.
24. Shall submit and maintain a current copy of the Interagency Agreement between the SECOND PARTY and the facility, or documentation explaining why such interagency agreement is not required. If the program is a Mental Health Day Treatment facility, a current copy of the Interagency Agreement between the education program and the approved service provider is required, including a copy of the current service provider's contract. Such Interagency Agreement, as may be amended, is attached as **Attachment 6**, hereto and incorporated herein by reference.
25. Shall attach a copy of the Program Improvement Plan (PIP) developed using state assessment data, KECSAC Program Reviews and any other surveys or data collected by individual programs. The implementation and assessment of the PIP is solely the responsibility of the SECOND PARTY. Such Program Improvement Plan, as may be amended, is attached as **Attachment 7**, hereto and incorporated herein by reference.
26. Shall attach a copy of the Implementation and Impact Check based upon the submitted 2013-2014 Program Improvement Plan for the education program. Such Implementation and Impact Check, as may be amended, is attached as **Attachment 8**, hereto and incorporated herein by reference.



27. Shall attach a copy of the education program's Student Transition Plan (STP) that outlines the transition procedures for state agency children. The implementation and assessment of the STP is solely the responsibility of the SECOND PARTY. The transition planning to a post school setting shall comply with the STP and service requirements of the Individuals with Disabilities Education Act (IDEA), enacted as 20 USC 1400 to 1491o, and 707 KARA 1:220 for students with educational disabilities. Such Student Transition Plan, as may be amended, is attached as **Attachment 9**, hereto and incorporated herein by reference.

**SECOND PARTY**  
**Jefferson County School District**

**FIRST PARTY**  
Eastern Kentucky University

\_\_\_\_\_  
Dr. Donna Hargens                      Date  
Superintendent

\_\_\_\_\_  
Dr. Gerald J. Pogatshnik                      Date  
Associate Vice President for Research

\_\_\_\_\_  
Dr. Ronnie Nolan                      Date  
KECSAC Director

## **ATTACHMENT 1**

### **Kentucky Educational Collaborative For State Agency Children Budget For 2015 Fiscal Year July 1, 2014 - June 30, 2015**

The total educational budget must be submitted in project budget report MUNIS format. The State Agency Children's Fund and SEEK must be included in the MUNIS report which is submitted with this MOA.

**If a program does not receive SEEK funds a memo must be submitted stating that the state agency children are taught at the local school district.**

**ATTACHMENT 2**  
**Comprehensive Budget For 2015 Fiscal Year**  
**July 1, 2014 - June 30, 2015**

All budget information must be complete and accurate for each KECSAC program within the school district. The proposed budget was tentatively approved by the school board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and approved as to form and classification by the school district's finance officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The following budget is adopted for **Peace Academy** the Fiscal Year for \_\_\_\_\_ and the amounts stated are appropriated for the purposed indicated for the **Peace Academy**.

<b>Federal Programs Allocation FY15</b>	
Title I, Part A	\$
Title I Part D, Subpart 2 Neglected & Delinquent	\$
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$
Title IV Part B, 21 <sup>st</sup> Century	\$
Title V, Innovation Strategies	\$
Title VI Rural & Low Income	\$
IDEA B Basic Plus Capacity & Improvement	\$
IDEA B Preschool	\$
Federal Jobs for America's Graduates (JAG)	\$
Services Learning	\$
Title II C Perkins	\$
Other:	\$
<b>Total</b>	<b>\$</b>

<b>State Programs Allocation FY15</b>	
General Funds	\$
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
<b>Total</b>	<b>\$</b>



**ATTACHMENT 3**  
**2014-2015 School Calendar for Jefferson County School District and Peace Academy**  
**210 Instructional Days / 230 Total Days**

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Inst. Days	Extended Days	Non-Inst Days	Vac Days	Total Days																												
July 2014		7/1	7/2	7/3	7/4	7/7	7/8	7/9	7/10	7/11	7/14	7/15	7/16	7/17	7/18	7/21	7/22	7/23	7/24	7/25	7/28	7/29	7/30	7/31		0	0	0	0	0																												
Aug					8/1	8/4	8/5	8/6	8/7	8/8	8/11	8/12	8/13	8/14	8/15	8/18	8/19	8/20	8/21	8/22	8/25	8/26	8/27	8/28	8/29	0	0	0	0	0																												
Sept	9/1	9/2	9/3	9/4	9/5	9/8	9/9	9/10	9/11	9/12	9/15	9/16	9/17	9/18	9/19	9/22	9/23	9/24	9/25	9/26	9/29	9/30				0	0	0	0	0																												
Oct			10/1	10/2	10/3	10/6	10/7	10/8	10/9	10/10	10/13	10/14	10/15	10/16	10/17	10/20	10/21	10/22	10/23	10/24	10/27	10/28	10/29	10/30	10/31	0	0	0	0	0																												
Nov	11/3	11/4	11/5	11/6	11/7	11/10	11/11	11/12	11/13	11/14	11/17	11/18	11/19	11/20	11/21	11/24	11/25	11/26	11/27	11/28						0	0	0	0	0																												
Dec	12/1	12/2	12/3	12/4	12/5	12/8	12/9	12/10	12/11	12/12	12/15	12/16	12/17	12/18	12/19	12/22	12/23	12/24	12/25	12/26	12/29	12/30	12/31		0	0	0	0	0																													
Jan 2015				1/1	1/2	1/5	1/6	1/7	1/8	1/9	1/12	1/13	1/14	1/15	1/16	1/19	1/20	1/21	1/22	1/23	1/26	1/27	1/28	1/29	1/30	0	0	0	0	0																												
Feb	2/2	2/3	2/4	2/5	2/6	2/9	2/10	2/11	2/12	2/13	2/16	2/17	2/18	2/19	2/20	2/23	2/24	2/25	2/26	2/27						0	0	0	0	0																												
Mar	3/2	3/3	3/4	3/5	3/6	3/9	3/10	3/11	3/12	3/13	3/16	3/17	3/18	3/19	3/20	3/23	3/24	3/25	3/26	3/27	3/30	3/31				0	0	0	0	0																												
April			4/1	4/2	4/3	4/6	4/7	4/8	4/9	4/10	4/13	4/14	4/15	4/16	4/17	4/20	4/21	4/22	4/23	4/24	4/27	4/28	4/29	4/30		0	0	0	0	0																												
May					5/1	5/4	5/5	5/6	5/7	5/8	5/11	5/12	5/13	5/14	5/15	5/18	5/19	5/20	5/21	5/22	5/25	5/26	5/27	5/28	5/29	0	0	0	0	0																												
June	6/1	6/2	6/3	6/4	6/5	6/8	6/9	6/10	6/11	6/12	6/15	6/16	6/17	6/18	6/19	6/22	6/23	6/24	6/25	6/26	6/29	6/30				0	0	0	0	0																												
																										0	0	0	0	0																												
	Total Days MUST Equal 230 or More:																																																									

**Instructions:** Please fill out the calendar by using the following letters to indicate the type of day for the program. The calendar must be approved by KDE.  
**A=Administrative Days/No School**    **I=Instructional (177 Days)**    **E=Extended KECASAC (33 Days)**    **O=Opening Day**    **C=Closing Day**  
**H=Holidays**    **PD=Professional Development Days**    **V=Vacation Day**    **M=Make Up Day**

## **ATTACHMENT 4**

### **Make Up Day Plan**

Include a plan with your MOA for making up any of the 210 instructional days missed due to inclement weather or other district planned events.

Programs will be asked to:

- Have a schedule that is consistent with the contracted school district.
- Be responsible for meeting the KDE approved educational calendar and the extended educational calendar days necessary to meet the 210 educational days required by 505 KAR 1:080. A minimum of four (4) hours of direct instruction is required for each of the extended school days. "Banked" time may not be used to fulfill the extended days. Students enrolled in a KECSAC program are required to attend the extended school days.
- Follow the inclement weather schedule with the contracted school district.
- Take a proactive approach and plan for additional instructional days and plan for at least ten (10) of those days for inclement weather. For example, a day treatment cannot open for an instructional day when a school district has closed due to inclement weather; however, professional development for teachers can be coordinated and planned for those unexpected days in order to meet the 210 instructional days.
- Submit the school district approved inclement weather plan with the approved KDE school calendar email (Attachment 3).

# ATTACHMENT 5

## State Agency Children SEEK Calculation Worksheet 2014-2015 School Year

All programs must submit a completed worksheet even if the program does not receive SEEK funds. The school district receives SEEK funds for those state agency children that are taught at the local on-site programs. Do not leave any category blank. Insert \$0 for categories with no dollars or NA if a category is not applicable.

School District: Jefferson County School District

Name of Treatment Program: Peace Academy School Code: \_\_\_\_\_  
A. Projected 2014-2015 School Year Average Daily Attendance (ADA) \_\_\_\_\_

B. Projected Base SEEK \$3,911 x ADA \$ \_\_\_\_\_

C. Projected At-Risk Add-on \$3,911 x 0.15 x ADA for residential & group home youth\* \$ \_\_\_\_\_

D. December 1, 2013 Child Count: Severe (Low) \_\_\_\_\_ Moderate \_\_\_\_\_ Speech (High) \_\_\_\_\_

D1. Projected Low Incidence Add-On<sup>1</sup> \$3,911 x 2.35 = \$9,190.85 x 12-1-13 Child Count \$ \_\_\_\_\_

D2. Projected Moderate Incidence Add-On<sup>2</sup> \$3,911 x 1.17 = \$4,575.87 x 12-1-13 Child Count \$ \_\_\_\_\_

D3. Projected High Incidence Add-On<sup>3</sup> \$3,911 x 0.24 = \$938.64 x 12-1-13 Child Count \$ \_\_\_\_\_

E. Total Projected SEEK for 2014-2015 School Year \$ \_\_\_\_\_

SEEK Funds to be provided by Kentucky Department of Education  
State Ratio\*\* \_\_\_\_\_ x Total Projected SEEK (Line E) \$ \_\_\_\_\_

\* Other day treatment youth may be eligible for at-risk add-on if they qualify for free lunch program.

\*\* To determine state ratio, divide the Calculated State Portion by the Calculated Base Funding from the district's SEEK Forecast provided to the school superintendent.

<sup>1</sup>Low Incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, Deaf-Blind, Autism, and Traumatic Brain Injury;

<sup>2</sup>Moderate Incident Disabilities, 1.17 weight - Mild Mental Disability, Orthopedic Impairment or Physically Disabled, Other Health Impaired, Specific Learning Disabilities, and Developmental Delay;

<sup>3</sup>High Incident Disability, 0.24 weight - Communication Disorders of Speech or Language.

NOTE: THESE CALCULATIONS ARE CONTINGENT ON THE FINAL APPROVAL OF THE STATE BUDGET



**ATTACHMENT 6**  
**2014-2015 Interagency Agreement between School District**  
**And Treatment Program**

A current Interagency Agreement between **Jefferson County School District** and each contracted program for Cabinet for Health and Family Services should be attached and returned with the MOA. A sample copy of an interagency agreement can be found at [www.kecsac.eku.edu](http://www.kecsac.eku.edu), under Documents.

**Mental Health Day Treatment programs are required to comply with the KECSAC Mental Health Day Treatment Program Standards of Practice.**

**DJJ Interagency Agreements are provided to us by DJJ and do not need to be included with the MOA.**

## **ATTACHMENT 7**

### **Program Improvement Plan**

Per the Kentucky Board of Education (April 6, 2005), all KECSAC programs are required to submit an updated Program Improvement Plan for the academic year. This plan should be based on CATS data, KECSAC program improvement visits and other surveys or data collected by individual programs. In addition, the Program Improvement Plan should be specific to the individual program and address the educational needs of state agency children.

## **ATTACHMENT 8**

### **Implementation and Impact Check**

As part of the Program Improvement Planning process, KECSAC is requiring each program to complete an Implementation and Impact Check Report based upon the submitted 2013-2014 Program Improvement Plan. The report should include updates on the goals set from the previous academic year.



## **ATTACHMENT 9**

### **Student Transition Plan**

KECSAC programs are required to submit a Student Transition Plan (STP) for the 2014-2015 academic year. The STP should outline the program's procedures for transitioning state agency children from one educational program to the next instructional or vocational setting. The STP shall comply with the transition plan and service requirements of the Individual with Disabilities Education Act (IDEA), enacted as 20 USC 1200 to 1491o, and 707 KAR 1:220 for students with educational disabilities.

The Student Transition Plan shall include procedures that address the transfer of student educational records.

505 KAR 1:080 stipulates that the last school or district a state agency youth attends prior to placement in a state agency program shall be responsible for forwarding the educational records to the state agency program within five (5) school days of receipt of the request.

The school administrator shall ensure that the educational records of state agency children are forwarded to the receiving school within five (5) school days following the release of the youth from the treatment facility.

(Please refer to KECSAC policies 04.2 and 04.21 regarding Records and the Educational Passport.)

## COLLABORATIVE SERVICES AGREEMENT

**THIS AGREEMENT** is effective the 1st day of July, 2014 (the "Effective Date"), by and between **JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC.**, a Kentucky not-for-profit corporation d/b/a Our Lady of Peace Hospital ("**OLOP**"); and **JEFFERSON COUNTY PUBLIC SCHOOLS ("JCPS")** (each a "**Party**" and sometimes collectively referred to as the "**Parties**").

**WHEREAS**, OLOP is a private, not-for-profit psychiatric hospital providing inpatient and outpatient mental health and substance abuse treatment services to children and adolescents at a facility located at 2020 Newburg Road, Louisville, Kentucky 40205 (the "Peace Center"); and

**WHEREAS**, JCPS operates a fully accredited Jefferson County Public School (the "Peace Academy") on-site at the Peace Center to provide educational services to children and adolescents aged 5 – 18 who are enrolled in elementary, middle or high school and who are patients in an OLOP outpatient or inpatient treatment program; and

**WHEREAS**, certain children receiving treatment at OLOP and educational services at the Peace Academy are in the custody or supervision of the Commonwealth of Kentucky, and are being served in programs funded and/or operated by the Department of Juvenile Justice; the Department for Community Based Services; or the Department for Behavioral Health, Developmental and Intellectual Disabilities (each individually "a State Agency Child" and collectively, the "State Agency Children"); and

**WHEREAS**, the Parties wish to enter into this Agreement to foster the provision of coordinated and high quality treatment and educational services to the State Agency Children at OLOP and the Peace Academy.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Obligations of OLOP. As treatment services provider, OLOP agrees to the following:

1.1 Medical Treatment; Medication. OLOP shall have sole responsibility for all treatment services provided under this Agreement and shall administer all medications required by any State Agency Child. OLOP shall make its best efforts to ensure that each student's health, hygiene and dress are appropriate for school attendance. All treatment teams for State Agency Children shall include attendance or input of a Peace Academy staff member when school is in session.

1.2 Student Records. OLOP shall provide JCPS with pertinent educational records of each State Agency Child, and shall notify JCPS of disciplinary actions taken by other Jefferson County Schools against a State Agency Child within a three (3) year period prior to each State Agency Child's enrollment in the Peace Academy, to the extent OLOP has access to such records or information. Any information provided to JCPS by OLOP under this Section shall be maintained as confidential by JCPS and shall be used only for

the purpose of arranging for educational services, and not as a basis for denial of educational services.

1.3 Communication. To the extent permitted by law and its own policies related to the disclosure of confidential patient information, OLOP shall communicate with Peace Academy in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of placement and/or discharge of any State Agency Child with OLOP; (b) notice of regularly scheduled or specially scheduled meetings for case review; (c) notice and opportunity for Peace Academy staff participation in relation to educational issues, placement planning conferences and aftercare planning; (d) information pertaining to clinical situations that have occurred at OLOP, to the extent such information has safety implications for Peace Academy staff or other students or may affect a child's behavior in school; (e) notice of staff development sessions, including staff orientation, Joint Commission mandatory in-service training, safe physical management training, and other mandated trainings; and (f) notice of any group or individual behavior interventions or management systems that have implications for the school setting.

1.4 Availability of OLOP Staff. OLOP shall ensure that a Peace Center staff member is either assigned to the Peace Academy school and/or classroom areas or available as needed at all times when the Peace Academy is in session.

2. Obligations of JCPS. As educational services provider, JCPS agrees as follows:

2.1 Educational Services. JCPS shall provide educational services for all school-aged State Agency Children receiving in-patient treatment services at OLOP, consistent with each child's individual educational needs.

2.2 Communication. JCPS shall communicate with OLOP in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of staff development activities and opportunities for attendance at such activities by OLOP staff; (b) notice of school meetings and opportunities for attendance at school meetings regarding the design or review of educational services for individual students; (c) notice of any incident occurring in school of a disciplinary nature or otherwise likely to affect student behavior; and (d) notice of any identified medical, mental health, or hygiene condition manifested by any student.

2.3 Evaluation and Referral for Educational Disability. JCPS shall ensure that any student suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special educational services in accordance with state requirements, district procedures, and Individual Educational Programs ("IEPs").

2.4 Adherence with OLOP Policies and Procedures. JCPS shall ensure that Peace Academy staff comply with all relevant OLOP policies and procedures, including but not limited to policies regarding professional dress code.



2.5 Treatment Team Meetings. Peace Academy shall provide a staff member to attend OLOP meetings regarding educational services, and shall provide an educator to participate in treatment team meetings when school is in session.

2.5 Documentation. JCPS shall ensure that Peace Academy staff follow mutually agreed upon methods and schedules for documentation of student progress.

2.6 Removal of Staff. In the event of an allegation of abuse by a Peace Academy staff member, JCPS shall immediately remove that staff member from direct contact with students until an investigation by JCPS and OLOP is complete.

3. Mutual Obligations. The Parties shall collaborate in the provision of the services hereunder as follows:

3.1 Communication. The Parties agree to regularly communicate about the individual needs of each student, in a manner and on a schedule that is mutually convenient and agreed by the Parties.

3.2 Behavioral and Crisis Interventions. The Parties agree to communicate and collaborate in designing any group or individual behavior interventions or management systems that have implications for the school setting, and shall confer and agree on when to exclude students from classes. The Parties will further determine a mutually agreeable method for dealing with crisis situations that may occur in the school setting.

4. Term and Termination.

4.1 Term. Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date, through June 30, 2015 (the "Initial Term"). The Agreement may be extended for additional twelve (12) month periods upon written agreement of the Parties (each a "**Renewal Term**"). The Initial Term and any Renewal Term are herein together referenced as the "**Term**" of this Agreement.

4.2 Termination. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement for cause, in the event of a material breach by the other Party, upon five (5) business days written notice to the other Party. The notified Party shall have five (5) days to cure the cause specified in the notice of termination.

5. Business Associate Assurances. To the extent that JCPS and/or Peace Academy are granted access to any Protected Health Information of any State Agency Child receiving services at OLOP, JCPS shall execute and adhere to the terms of the form business associate agreement attached to this Agreement as *Exhibit B*, "Business Associate Agreement."

6. No Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such attempted assignment or delegation of either Party's rights, claims, privileges, duties or obligations under this Agreement shall be null and void.

7. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be effective: (a) upon actual delivery; (b) on the second business day following such delivery by facsimile transmission to the telephone number provided by the Party for such purposes; (c) on the fourth business day following deposit with the United States Postal Service, postage prepaid, to the address provided by the Party for such purposes.

If to OLOP:

Our Lady of Peace Hospital  
Attn: President  
2020 Newburg Road  
Louisville, KY 40205

If to JCPS:

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

8. Independent Contractors. In the performance of duties and obligations under this Agreement, it is understood and agreed that JCPS and Peace Academy and its or their respective employees, if any, are at all times performing as independent contractors. It is expressly agreed that no work, act, commission or omission of JCPS, Peace Academy, or its or their respective employees, if any, shall be construed to make or render JCPS, Peace Academy, or its or their respective employees, if any, the agent, employee or servant of OLOP. JCPS shall be solely responsible for its employees' salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, and similar items, and shall indemnify and hold OLOP harmless from and against all such items, liability, and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of JCPS, any governmental agency, or any other person alleging that JCPS, Peace Academy, or its or their employees, if any, is an employee of OLOP in connection with providing the services under this Agreement.

9. Miscellaneous.

9.1 Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

9.2 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same agreement.

9.3 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions

of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

9.4 Authority. Each individual signing this Agreement on behalf of a Party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of that Party.

9.5 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be put in writing and signed by each of the Parties.

9.6 Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between the Parties with regard to the subject matter described herein. There are no agreements, representations, or warranties between the Parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement. No term or provision of this Agreement may be waived except in writing signed by the party making such waiver. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

10. Additional Provisions. The Parties hereto agree to abide by certain additional provisions, attached hereto at *Exhibit A*. **The additional provisions contained in *Exhibit A* are hereby specifically incorporated into and made a part of this agreement, and each party specifically acknowledges as such.**

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Collaborative Services Agreement to be effective as of the Effective Date.

**JEWISH HOSPITAL & ST. MARY's**

**HEALTHCARE, INC. d/b/a**

**OUR LADY OF PEACE HOSPITAL**

By: om cholan

Its: President

**JEFFERSON COUNTY PUBLIC**

**SCHOOLS**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A

### ADDITIONAL PROVISIONS

The following sections are incorporated by reference into the attached Agreement and are made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

1.1 Compliance with CHI Standards of Conduct. JCPS recognizes that it is essential to the core values of OLOP that OLOP must, at all times, conduct itself in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives ("CHI") Standards of Conduct*, as amended from time to time. As of the Effective Date of the Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* ("E@W Guide"), which is available at the following website:

<http://www.catholichealthinitiatives.org/corporate-responsibility>

In the event that OLOP determines in good faith that compliance with the Standards of Conduct conflicts with its obligations pursuant to the Agreement, then OLOP may immediately terminate the Agreement.

1.2 Ethical and Religious Directives. JCPS recognizes that it is essential to the core values of OLOP that OLOP's performance under the Agreement must, at all times, be in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "Directives"). As of the date of the Agreement, the *Directives* are available at the following website:

<http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>

In the event that OLOP determines in good faith that compliance with the Directives conflicts with its obligations pursuant to the Agreement then OLOP may immediately terminate the Agreement.

1.3 Excluded Provider and Indemnification. OLOP represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as "governmental health care program"). OLOP further warrants that he/she will not engage in behavior during the Term of this Agreement that leads to its exclusion from any governmental health care program. OLOP agrees to immediately notify JCPS of any threatened, proposed, or actual exclusion of Physician from participation in any governmental health care

program during the Term of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that OLOP is excluded from participating in any governmental health care program during the Term of the Agreement or, if at any time after the Effective Date of the Agreement, it is determined that OLOP is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. OLOP agrees to indemnify and hold JCPS harmless against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any violation of this Section by it or due to its exclusion from a governmental health care program.

1.4 Insurance. OLOP shall, at its sole cost and expense, procure, keep, and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability; One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate for professional liability or the primary professional liability coverage required under any state mandated patient compensation fund and with participation in the excess liability fund thereunder; One Million Dollars (\$1,000,000) per each and every occurrence for automobile liability; and applicable state statutory limits for workers' compensation. In addition to the coverages specifically listed herein, OLOP shall maintain any other usual and customary policies of insurance applicable to the work being performed by OLOP pursuant to the Agreement. Said policy(ies) shall cover all of OLOP's services hereunder. By requiring insurance herein, OLOP does not represent that coverage and limits will necessarily be adequate to protect JCPS, and such coverage and limits shall not be deemed as a limitation on JCPS's liability under the indemnities granted to OLOP in the Agreement, including any exhibits.

1.5 Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of the Agreement jeopardizes the licensure of OLOP, its participation in or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or OLOP's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of OLOP, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing OLOP or any of its services, or if for any other

reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, OLOP may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, OLOP may, at its option, terminate the Agreement immediately.

1.6 Confidential and Proprietary Information. During the Term of this Agreement, JCPS shall have access to OLOP's confidential and proprietary information as defined below. JCPS recognizes and acknowledges that all of OLOP's confidential and proprietary information shall remain confidential and shall remain the sole property of OLOP. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, OLOP's trademarks, service marks, patient lists, patient records (including those generated by JCPS for OLOP), computer programs, business strategies for developing new patient and new JCPS relationships, including JCPS recruitment cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in manuals or memoranda, as they may now exist or may be developed during the JCPS's employment. JCPS shall not, during or after the Term of employment by OLOP, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall JCPS make use of any such property for JCPS's own purposes or for the benefit of any person, firm, corporation or other entity (except OLOP) under any circumstances during or after the Term, provided, however, that after the Term these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public, (provided that the JCPS was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without OLOP's consent).

1.7 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

1.8 Partial Invalidity. If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

1.9 Waiver. No waiver of or failure by either party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

1.10 Amendments. The Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

1.11 Survival. Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of

the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.12 Compliance with All Laws, Regulations, and Standards. JCPS represents and warrants that its performance under the Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and OLOP's Requirements as defined below, and that it shall be deemed a material breach of the Agreement by JCPS if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, OLOP may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement.

Specifically, but not by way of limitation, JCPS represents and warrants that its performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable standards of: the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as all of these may be amended from time to time; all other rules and regulations established by OLOP and applicable to performance under the Agreement (collectively, "OLOP's Requirements"); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards, and OLOP's Requirements.

1.13 Nondiscrimination. JCPS shall not discriminate in the provision of professional educational services to patients based on race, color, national origin, ancestry, religion, sex, marital status, disability, sexual orientation, age, or any other legally prohibited basis.

1.14 Termination Without Cause. This Agreement may be terminated at any time by either party, without cause or penalty, upon 30 days' prior written notice to the other.

1.15 General Interpretation; Ambiguities. Ambiguities, if any, in the Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.



## **EXHIBIT B**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("**Agreement**") is made by and between Our Lady of Peace Hospital, a Kentucky not-for-profit corporation ("**Covered Entity**"), and Jefferson County Public Schools ("**Business Associate**").

### **RECITALS**

**WHEREAS**, the parties have entered into a business relationship whether by contract, commercial course of dealing, or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services; and

**WHEREAS**, Covered Entity is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA");

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

**WHEREAS**, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### **1.0. Definitions**

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information not permitted by the Privacy and Security Regulations and which compromises the security or privacy of the protected health information.

1.2. "Designated Record Set" means a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

1.3. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.4. "Electronic protected health information" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media. By example, Electronic protected health information may be transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

1.5. "Protected Health Information" or "PHI" means protected health information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.6. "Privacy Rule" means the Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. Subparts 160 and 164, A and E.

1.7. "Security Rule" means the Standards for the Security of Electronic Protected Health Information at 45C.F.R. part 164, Subparts A and C.

1.8. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.9. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.10. "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of member of the workforce of such business associate.

1.11. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified in guidance by the Secretary in guidance issued under Section 13402(h)(2) the HITECH Act.

1.12. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.13. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

- i. 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates and business associate subcontractors. More specifically, and insofar that Business Associate has access to, has been provided with, maintains, transmits, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI in the amount minimum necessary to perform the Services for or on behalf of Covered Entity, provided



that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity. Further, Business Associate:

2.1.1. shall Disclose PHI to Covered Entity upon request; or

2.1.2. may Use PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities. Business Associate may also Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Prohibition on the Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate obtain a valid, signed authorization from the individual whose PHI is at issue and that specifies whether the PHI can be further exchanged for remuneration by the entity receiving the PHI, except as otherwise permitted by the Privacy and Security Regulations.

2.3. Adequate Safeguards for PHI.

2.3.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.3.2. Business Associate shall implement administrative, physical, and technical safeguards set forth in the Security Regulations that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3.3. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Business Associate agrees to make its policies and procedures, risk assessments, and training and education documents available to Covered Entity upon Covered Entity's request.

2.4. Implementation of Red Flags Identity Theft Prevention Program. To the extent that Business Associate's Services provided for or on behalf of Covered Entity include regularly extending, renewing, or continuing credit to individuals, or regularly allowing individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, policies and procedures, books, and records relating to the

Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6. Access to PHI.

2.6.1. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within the time frame and in a manner specified by Covered Entity.

2.6.2. If Business Associate uses or maintains Electronic PHI, Business Associate must provide access to such PHI in an electronic format if so requested by an individual if the PHI is readily producible in such form or format; or if not, in a readable copy form or such other form and format as agreed by the individual, Covered Entity, and Business Associate.

2.7. Amendment of PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity for the purpose of amendment and incorporating such amendments into PHI within the time and in such a manner specified by Covered Entity.

2.8. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.8.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.8.2. For repetitive Disclosures of Covered Entity's PHI that Business Associate makes for a single purpose to the same person or entity, the Disclosure information that Business Associate must record is either the Disclosure information specified above for each accountable Disclosure, or (a) the Disclosure information specified above for the first of the repetitive accountable Disclosure; (b) the frequency, periodicity, or number of the repetitive accountable Disclosures; and (c) the date of the last of the repetitive accountable Disclosures.

2.9. Reporting Breaches and Unauthorized Use or Disclosure of PHI and Security Incidents.

2.9.1. Business Associate shall report to Covered Entity:

2.9.1.1. A Breach of PHI;

2.9.1.2 Each access, acquisition, Use, or Disclosure of PHI that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this Agreement; or

2.9.1.3. Any security incident of which it becomes aware. A security incident means the attempted, or successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system.

2.9.2. Business Associate's Notice to Covered Entity

2.9.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call without unreasonable delay within three (3) business days on which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PH has been compromised based on its risk assessment.

2.9.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within five (5) business days of verbal notice. Business Associate shall include the following in the written report:

2.9.2.2.1. Describe the nature of the Breach, which will include a description of what occurred, including the date of any Breach and the date of the discovery of the Breach and whether the PHI was actually acquired or reviewed;

2.9.2.2.2. Identify Covered Entity's PHI that was subject to the non-permitted Use or Disclosure or Breach including name, demographic information, social security number, and other information involved including types of identifiers and likelihood of re-identification;

2.9.2.2.3. Identify who made the non-permitted Use or Disclosure and who received the non-permitted Use or Disclosure;

2.9.2.2.4. Describe what corrective action the Business Associate took or will take to prevent further non-permitted Uses or Disclosures, to mitigate harmful effects, and to protect against any further Breaches;

2.9.2.2.5. Identify what steps the individuals who are the subject of a Breach should take to protect themselves; and

2.9.2.2.6. Provide such other information as Covered Entity may reasonably request.

3.0. Notices. Any notice required under this Agreement to be given to a party shall be made to:

If to Covered Entity:  
Our Lady of Peace  
2020 Newburg Road  
Louisville, Kentucky 40205

Attention: Marian Hughlett  
Phone No.: (502) 560-8347

If to Business Associate:  
Jefferson County Public Schools  
3332 Newburg Road  
P.O. Box 34920  
Louisville, Kentucky 40232-4020

Attention: Robert Spears  
Phone No.: (502) 479-4630



4.0. Mitigation and Cooperation. Business Associate shall mitigate, at Business Associate's sole cost and expense, any harmful effect that is known to it for the Breach, or Use, or Disclosure of PHI in violation of this Agreement.

Covered Entity shall be solely responsible to conduct a Breach risk assessment to determine whether PHI has been compromised and notification to individuals is required. Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the Privacy and Security Regulations.

5.0. Remedies in Event of Breach of PHI. In the event of a Breach of PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

5.1 Notification costs related to Breach of PHI. In the event of a Breach of PHI caused by Business Associate, the costs related to notifying the affected individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.

5.2 Indemnification. Each party shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses") that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

6.0. Covered Entity Obligations. Covered Entity shall notify Business Associate of:

6.1. Any limitations in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI;

6.2. Any changes in, or revocation of, permission by the individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

6.3. Any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to provide to the individual, to the extent that such restriction may affect the Business Associate's Use or Disclosure of PHI.

7.0. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

8.0. Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

9.0. Conflict. In the event there is a conflict between the language of this Agreement and the underlying services agreement between the parties, the terms and conditions of this Agreement shall control.

10.0. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.



11.0. Independent Contractor. Covered Entity and Business Associate expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venture of Covered Entity.

12.0. Use of Subcontractors and Agents. Business Associate agrees to ensure that its subcontractors and agents shall implement reasonable and appropriate safeguards to protect Covered Entity's PHI. Business Associate agrees to ensure that any subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate agrees to ensure any such subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI.

13.0. Term and Termination. The term of this Agreement shall be the same as the term of the underlying services agreement. In addition to and notwithstanding the termination provisions set forth in the underlying services agreement, both this Agreement and the agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. The terms and conditions under this Agreement shall survive the expiration or termination of the underlying services agreement.

14.0. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy and Security Regulations.

15.0 Enforcement. Business Associate acknowledges that, in the event it, or its subcontractors, violates any applicable provision of the Security Regulation or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from Business Associate or its subcontractors' violation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement to be effective as of the Effective Date.

**OUR LADY OF PEACE**

By: Sharon Choleen

Its: President

**JEFFERSON COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_

Its: \_\_\_\_\_