MEMORANDUM OF UNDERSTANDING

BETWEEN OUR LADY OF PEACE

AND HARDIN COUNTY SCHOOLS

FOR THE PROVISION OF AFTER SCHOOL DRUG TREATMENT

\* \* \* \* \* \*

WHEREAS: Hardin County Schools (hereinafter “HCS”) is a Kentucky public school district which has an interest in students accessing substance abuse treatment if needed; and,

WHEREAS, Our Lady of Peace (hereinafter “OLOP”) possesses expertise and resources to provide substance abuse treatment and has a long history of partnering with public schools:

NOW THEREFORE, HCS and OLOP agree as follows:

1. This Memorandum of Understanding, effective immediately through August 1, 2016 is made and entered by and between Hardin County Schools (HCS), 65 W.A. Jenkins Rd., Elizabethtown, KY 42701 and Our Lady of Peace, 2020 Newburg Road, Louisville, KY 40205.
2. HCS authorizes OLOP to provide after school intensive outpatient substance abuse treatment to juveniles at the designated site(s). Participants in the program may, but not limited to, include HCS students.
3. HCS and OLOP shall be committed to a positive partnership that fosters effective substance abuse treatment for juveniles.
4. OLOP shall provide after school intensive outpatient treatment to juveniles consistent with the Grant Agreement attached hereto.
5. Representatives of HCS and OLOP shall meet periodically to ensure that the substance abuse treatment program is successful.
6. OLOP shall submit Facilities Use Application Form HCAR 05.31-A (attached hereto) and all required documents associated therewith to the appropriate HCS representative for approval.
7. Upon submittal of the Facilities Use Application Form and approval, HCS shall provide use of HCS facilities, as designated in Paragraph 8.
8. OLOP shall provide outpatient drug treatment at the Hardin County Alternative Education Center from 3:00 PM until 6:00 PM Monday, Tuesday and Thursday in mutually agreed upon room. OLOP will provide continuing care group (for graduates of the program) and parent support group on Wednesdays from 5:00-7:00 p.m.
9. The designated contact persons for HCS shall be:

Bobby LewisRobert S.P. King

Associate Supt. Student Services Principal, Brown Street Alt. Ed. Center

65 W.A. Jenkins Rd. 400 Brown St.

Elizabethtown, KY 42701 Vine Grove, KY 40175

(270) 769-8800 (270) 877-2100

Bobby.Lewis@hardin.kyschools.us robert.king@hardin.kyschools.us

1. The designated contact person for OLOP shall be:

Janine Dewey

Director of School Based Services

2020 Newburg Road

Louisville, KY 40205

(502) 479-4135

janinedewey@kentuckyonehealth.org

11. OLOP agrees to pay all expenses incurred in providing said substance abuse treatment.

1. OLOP shall provide HCS with proof of liability insurance in an amount required by the Facilities Use Application Form which shall name HCS as an additional insured. OLOP shall indemnify, save and hold harmless HCS, its board members, administrators, teachers, employees, students and agents from any and all liability resulting from the negligence of OLOP, its employees and agents.
2. OLOP shall confidentially provide HCS’s designee the date of birth and social security number for any OLOP agents or staff providing treatment to students to enable HCS to conduct any necessary criminal records check.
3. OLOP counselors and staff shall adhere to all HCS policies and guidelines.
4. OLOP counselors and staff shall never leave participants unattended.
5. OLOP counselors and staff shall not transport students to or from treatment without prior written permission from the student’s guardian/parent.
6. OLOP shall notify HCS when treatment sessions must be canceled as soon as possible. When HCS schools are cancelled due to inclement weather, the program is cancelled for the day as well.
7. Nothing about this agreement shall be construed as to create an employer/employee relationship between OLOP and HCS.
8. HCS and OLOP shall adhere to all state and federal privacy laws, including HIPAA and FERPA.
9. In interpreting this agreement, no weight shall be placed upon which party (or its counsel) drafted the provision being interpreted.
10. At any time, either party may terminate the terms of this agreement by giving fifteen (15) days written notice to the other party.
11. The MOU shall be binding on all parties, their successors and assigns.
12. This MOU reflects the entire agreement between HCS and OLOP.
13. The persons signing and executing the MOU have been fully authorized to execute this MOU and to validly and legally bind HCS or OLOP.

\* \* \* \* \* \*

THIS AGREEMENT made and entered into this 19th day of February 2015 and may be renewed by the parties by mutual agreement and upon approval by HCS’s governing board.

IN TESTIMONY WHEREOF, witness the hands of the authorized agents of the parties hereto.

**BOARD OF EDUCATION OF HARDIN COUNTY**

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BY: BOARD CHAIRMAN

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:

SECRETARY/SUPERINTENDENT

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**OUR LADY OF PEACE**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: AUTHORIZED OFFICER

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:

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DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_