

**MEMORANDUM OF AGREEMENT
BETWEEN**



**CENTERSTONE OF KENTUCKY, INCORPORATED
AND
JEFFERSON COUNTY PUBLIC SCHOOLS**

This Memorandum of Agreement is entered into this 1st day of July, 2019 by and between Centerstone of Kentucky, Inc., of Jefferson County, Kentucky (hereinafter referred to as "Centerstone") and the Jefferson County Board of Education, operating under the name of Jefferson County Public Schools of Jefferson County, Kentucky (hereinafter referred to as "JCPS").

Centerstone 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. Centerstone offers a wide array of mental health treatments and intervention services for children, youth, and families. Centerstone staff is not employed by JCPS. Centerstone clients, for the purpose of this agreement, shall be JCPS students.

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

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

**CENTERSTONE 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 in-service 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 Centerstone staff and from other care providers within the Centerstone catchment area.
6. Centerstone staff will make a determination based on their observations and professional judgement if a psychiatric evaluation and/or hospitalization is necessary. At that juncture, Centerstone 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 Centerstone staff will seek parental/guardian permission. When permission is not obtained, Centerstone 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 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 Positive Action Center (PAC), 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 Centerstone 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 Centerstone staff immediately. After consultation, the Centerstone 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 Centerstone 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 Centerstone 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 Centerstone 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 CENTERSTONE AGREE TO
THE FOLLOWING:**

- 1 The development of a joint orientation program and an ongoing training program for all new Waller-Williams and Centerstone 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 The Waller Williams Administrative Team and Centerstone Administration Team 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 Centerstone 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 Committee and included in the procedure handbook.
 - d. Upon students' transition from Waller-Williams, Centerstone 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.

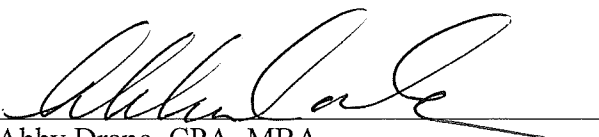
Centerstone shall maintain liability insurance for its employees performing services at Waller-Williams with minimum coverage of \$1 million per occurrence and \$3 million aggregate. Centerstone agrees to notify JCPS of any significant change or cancellation of such insurance coverage thirty (30) days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

Centerstone 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 July 1, 2019 and ending on June 30, 2020. This Agreement may be extended by the mutual agreement of Centerstone 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.



Abby Drane, CPA, MBA
Regional Chief Executive Officer
Centerstone of Kentucky, Inc.

Martin A. Pollio, Ed.D.
Superintendent
Jefferson County Public Schools

Date: 8/19/2019

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2019

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 have ADDITIONAL INSURED provisions or 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 Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Mental Health Risk Retention Group 44237 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W12007532** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof./Gen. Liability			COP0001827	02/01/2019	02/01/2020	Per Claim: \$1,000,000 Annual Agg: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Retroactive Date 03/16/1987

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	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 