

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this August 1, 2020 by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("U of L").

WHEREAS U of L's College of Education and Human Development ("CEHD") is part of a grant from Patient-Centered Outcomes Research Institute ("PCORI") awarded to University of Illinois at Chicago to compare two effective treatments for depression in youth. One treatment is a face-to-face group program and the other one is an online program youth take part in individually. The purpose of this comparison is to learn which of those two programs works for what youth best under what condition so we can give recommendations for their nation-wide implementation.

WHEREAS CEHD desires to implement the PATH2PURPOSE (P2P) project to provide an intervention for high school students as described in Exhibit A with elevated depression scores which do not reach the threshold for a clinical diagnosis at the Academy @ Shawnee ("Shawnee") through the UofL Cardinal Success Program already operating at Shawnee.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and U of L agree as follows:

1. Duties of JCPS and SHAWNEE:

- A. JCPS will help P2P project staff to obtain scores in a self-report instrument to measure depressive symptoms (e.g., administration of the PHQ-9 to all high school students at SHAWNEE as part of the two suicide screenings every school year).
- B. JCPS will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve (a) their receipt of the intervention provided by the P2P project and (b) their participation in the evaluation of the effects of the intervention.
- C. JCPS will assist U of L and CEHD and their employees, students and invitees with the interpretation of applicable JCPS policies and procedures for volunteer and visitors entering JCPS facilities.

2. Duties of U of L and the CEHD:

- A. For any services rendered by the P2P project, JCPS, SHAWNEE students and other individuals shall not be charged any fees or costs, but U of L and the CEHD shall have the right to seek the payment of fees and costs for any services from any third party payor responsible for such payment, including, but not limited to, insurance companies, and federal and state government programs.
- B. U of L and the CEHD shall be responsible for providing general and professional liability insurance coverage (which may be provided in whole or in part through a state or local government self-insurance program) for the individuals who provide services through the

P2P project. U of L and the CEHD will provide JCPS with certificates of insurance upon request.

- E. Require all SCHC employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
- Any conviction for sex-related offenses;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- F. UofL shall require all faculty performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- G. For any projects involving research (e.g., program evaluation or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

3. Mutual Duties:

- A. Each party shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- B. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- C. The respective administrative offices of JCPS and U of L who have responsibility for the implementation of this Agreement shall meet periodically during the term of this

Agreement to evaluate the operation of the P2P project and discuss issues of mutual concern.

3. **Use of Technology**: U of L will supply technology including, tablets and computers to support the work of the P2P project. This technology will remain the property of U of L and may be removed at any time at U of L's discretion. JCPS will cooperate in any way possible to allow this technology to operate within their environment.

4. **Term**: This Agreement shall be effective commencing as of August 1, 2020 and shall terminate on July 31, 2023. The Agreement may be extended by mutual written agreement of JCPS and U of L.

5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, U of L and the CEHD will be permitted in their discretion to continue to provide services in the Clinic during the period in which the sixty (60) day notice becomes effective.

6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and U of L.

7. **Independent Parties**: JCPS and U of L are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and U of L concerning Path2Purpose and it supersedes any and all prior agreements, either written or oral, regarding the same subject matter.

10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Board of Education

University of Louisville

By: _____
Dr. Marty Pollio, Superintendent

By: _____
Dr. Beth Boehm, Provost

Date: _____

Date: _____

Reviewed as to Legality and Form:

By: _____
Office of University Counsel

Date: _____

Recommended By: _____

Date: _____

Dr. Amy Lingo, Acting Dean
College of Education and Human Development

Recommended By: _____

Date: _____

Dr. Mark Leach, Chair
Department of Counseling & Human Development,
College of Education and Human Development

Recommended By: _____

Date: _____

Dr. Patrick Pössel, Director of Cardinal Success Program
Department of Counseling & Human Development,
College of Education and Human Development

Exhibit A

DESCRIPTION OF SERVICES

1. Contractor shall provide an adolescent depression prevention program utilizing a face-to-face group intervention (Teens Achieving Mastery over Stress – TEAMS) or an online intervention (Competent Adulthood Transition with Cognitive Behavioral, Humanistic and Interpersonal Training - CATCH-IT) to high school students fulfilling the inclusion criteria listed in 2.b at The Academy@Shawnee via student clinicians, licensed faculty working at the University of Louisville, Cardinal Success Program, or online as follows:

2.

- a) All Shawnee high school students will be screened for elevated depression scores using the Patient Health Questionnaire-9 (PHQ-9)
- b) Shawnee high school students fulfilling the following criteria will be provided a group intervention (TEAMS) or an online (CATCH-IT) intervention if they have elevated depression scores (i.e., PHQ-9 score between 7 & 14) and:
 - 1) do NOT fulfill the criteria of diagnoses of: major depression, schizophrenia, bipolar affective disorder, and/or extreme current drug or alcohol abuse
 - 2) do NOT currently use medication therapy for depression, anxiety, or other internalizing disorders
 - 3) do NOT currently experience suicidal thoughts
 - 4) are NOT currently engaged in individual treatment for a mood disorder
 - 5) are NOT currently engaged in a cognitive-behavioral group or therapy
 - 6) do NOT have a history of any psychiatric hospitalization
 - 7) do NOT have a history of any self-harm attempt with moderate or greater lethality
 - 8) the parent/guardian agrees with the participation of their child in the PATH2PURPOSE (P2P) project by signing the informed consent, which includes an overview of the CATCH-IT and TEAMS interventions and a detailed description of their participation in the P2P project. Participation in the TEAMS intervention also requires adolescent and parent consent for audio recording of TEAMS group sessions for intervention fidelity purposes.
 - 9) are willing to comply with the protocol of the P2P project: completion of initial phone interviews to determine eligibility for participation, completion of student reports of their mental health, well-being, and social and cognitive coping styles before starting the intervention and again at 2 months, 6 months, 12 months, and 18 months to determine the positive effects of the intervention, and completion of the online CATCH-IT modules or completion of all 14 TEAMS group sessions.
- c) Upon availability, make a counselor available to provide an intervention within The Academy@Shawnee;
- d) Determine in Contractor's sole discretion, the appropriate intervention for the students (i.e., TEAMS vs. CATCH-IT) following the P2P project protocol (i.e., cluster-randomization).
- e) Collaborate with JCPS to identify and contact students and their guardians who may benefit from participation in the P2P project;

- f) Obtain written permission and information from students and guardians or staff/faculty using forms provided by Contractor;
- g) Provide all materials for the P2P project; and
- g) Communicate with guardians and staff and faculty at The Academy@Shawnee regarding students' progress.