

## LINKAGE AGREEMENT WESTERN DAY TREATMENT PROGRAM

Western Day Treatment, located at McFerran Preparatory Academy is a community-based program of diagnostic, treatment and rehabilitative services provided in collaboration between Seven Counties Services (SCS), Inc. and the Jefferson County Public Schools (JCPS). Central to the provision of this service is the integration of educational and therapeutic services. To that end, this linkage agreement specifies the following:

### A. Clinical Services

1. SCS will provide onsite supervision by a SCS employed clinical service provider.
  - a) SCS will document the provision of onsite supervision by a qualified mental health professional during all hours of operation of day treatment.
  - b) SCS will document the provision of administrative and supervisory support to said professional during all hours of operation of day treatment.
  
2. SCS will designate a school liaison who will be the leader of all therapeutic and support services.
  - a) SCS will maintain time sheets for all SCS staff who provide therapeutic, administrative or support services provided by SCS.
  - b) SCS will ensure that SCS personnel assigned to day treatment will be offered all of the amenities of SCS personnel.
  - c) SCS will follow normal accounting procedures and have records of SCS activities available for inspection for a period up to three years.
  - d) SCS will complete evaluations of SCS therapeutic, administrative and support staff in compliance with SCS procedures.
  - e) The SCS liaison will attend all required administrator meetings.
  
3. SCS will assure the development and implementation of an individual treatment plan with each child enrolled in day treatment.
  - a) SCS will designate a nurse practitioner who will approve and direct all treatment plans. A psychiatrist will oversee the nurse practitioner's work.
  - b) SCS staff will participate in weekly treatment planning and team meetings and reviews.
  - c) SCS will provide to students in day treatment adequate therapeutic materials commensurate with those available to clients in other settings.
  - d) SCS staff will support students in their school assessments including KPREP testing.
  - e) SCS staff will support the development of student portfolios.
  
4. SCS will assure therapeutic programming that will meet the requirements of day treatment, including, but not limited to:
  - a) Goal-oriented group therapy a minimum of two (2) times a week for one (1) hour, staffed at a 1:8 ratio of mental health providers to students.

- b) Individual therapy a minimum of one (1) time a week for one (1) hour and access to individual therapy as needed during program hours.
- c) Family therapy available as needed and determined by the individual treatment plan.
- d) Psychiatric services available as needed and determined by the individual treatment plan.
- e) Collateral services to parents available as needed and determined by the individual treatment plan.
- f) Outcome measures as indicated, in conjunction with Daily Living Activities (DLA-20).

5. SCS staff will actively work to establish and maintain a therapeutic milieu by:

- a) Modeling the philosophies of the agencies and programs, demonstrating respect to the student and family, maintaining high, realistic standards and expectations, and providing a secure, safe, nurturing environment.
- b) Helping each student and family carry out their goals, thereby increasing their sense of self-sufficiency.
- c) Practicing and supporting students' and families' practice of skills essential to becoming responsible, effective members of the community.

#### B. Educational Services

1. JCPS will assure that each teacher participating in the program holds a certificate of legal qualifications for the position.

- a) JCPS will document that educators participating in the program meet Kentucky Educational Certification requirements.
- b) Documentation will be kept at the day treatment facility.

2. JCPS will assure educational support to day treatment students.

- a) JCPS will maintain time and effort sheets for staff that provide educational services.
- b) JCPS will ensure that personnel assigned to day treatment will be afforded all the amenities of the school district faculty and/or staff.
- c) JCPS will follow normal accounting procedures and have records available for inspection for a period up to three years.
- d) JCPS will complete evaluations of educators in compliance with school district procedures.
- e) JCPS will provide the SCS liaison an opportunity to interview prospective new teachers for day treatment program when filling a vacancy.
- f) JCPS will designate a school administrator who will be the instructional leader of the daily educational program.
- g) JCPS day treatment administrator will attend required KECSAC school administrator meetings.
- h) JCPS staff will participate in treatment planning and team meetings for day treatment.
- i) JCPS staff will assure that day treatment students are included in the district count for allocation of technology funds and have access to KETS systems in accordance with 905 KAR 7:250, Section 3 (8). Wiring of the facility is a SCS responsibility.
- j) JCPS will assure that textbooks utilized by day treatment will be of comparable quality and quantity as those provided other students in the school district.



- k) JCPS will provide adequate instructional materials commensurate with those available to students in regular public school settings.
- l) JCPS will assure the development of an Individual Education Plan (IEP) for any student determined to have an educational disability, in conjunction with each student's individual treatment plan.
- m) JCPS will provide and implement an extended school calendar of 230 days, with 210 instructional days, and day treatment will follow this calendar.
- n) JCPS will administer to each student the same assessment as other public school students in A-5 and A-6 schools, as specified in 703\_KAR\_4:080.
- o) JCPS will provide both educational and therapeutic facilities.
- p) JCPS offers the full continuum of services for students with emotional/behavioral disabilities, ranging from full inclusion with accommodations to special schools. Students receive these services based on their IEP, which is developed through the ARC process.

### C. Collaborative Services

#### 1. Transportation

- a) JCPS will provide regular bus service for students in the program.
- b) SCS will, through Medicaid, arrange transportation to or from school for those students not able to ride a regular bus.

#### 2. Meals

- a) JCPS will provide daily breakfast and lunch for each student enrolled in day treatment.

#### 3. Transition Planning

- a) Both JCPS and SCS staff will participate in the planning for transition to and from the district schools.
- b) The JCPS administrator will request the educational records from the sending school.
- c) The JCPS administrator will, upon receipt of the school records, notify the pupil personnel director that the student is in school.
- d) The JCPS administrator will ensure the educational records are forwarded to the receiving school within five (5) days.
- e) The JCPS administrator will forward the results of the assessment to the school the student would have attended.
- f) The JCPS administrator will forward the student's portfolio to the receiving school as part of the educational records.
- g) SCS staff will participate in transition planning, including but not limited to, making contact with the receiving school and providing therapeutic information.

#### 4. Collaborative Planning

- a) Both JCPS and SCS staff will meet weekly to plan for and review progress made by students.
- b) Both JCPS and SCS staff will be available to parents to enhance their roles in the planning and review of progress.
- c) Both JCPS and SCS staff will meet regularly to review policies and procedures.

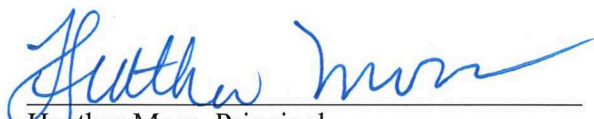
D. General Provisions

1. This Agreement shall be effective for (1) year commencing on July 1, 2021 and ending on June 30, 2022. This Agreement may be extended by the mutual written agreement of JCPS and SCS.
2. This Agreement may be modified or amended by the written agreement of JCPS and SCS.
3. JCPS and SCS are independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party.
4. SCS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate. JCPS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate.
5. Either party may terminate this Agreement with thirty (30) days written notice to the other party.
6. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of **July 1, 2021**.

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Martin Pollio, Superintendent  
Jefferson County Public Schools

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Date

  
\_\_\_\_\_  
Heather Moss, Principal  
JCPS/State Agency Children's Programs

5-10-21  
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Date

***Abbreial Drane***

**Signed: Thursday, April 29, 2021**

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Abbreial Drane, President and CEO  
Seven Counties Services, Inc.

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Date