

MEMORANDUM OF UNDERSTANDING

This SOCIAL SERVICES AGREEMENT is made this 16th day of June, 2021, by and between Centerstone of Indiana, Inc. (hereinafter called “Centerstone”) and Central Nine Career Center.

Per the recent passing of Senate Bill 246, Centerstone wants to be a leading partner with CNCC to assist with identified mental health needs for students and their families. This partnership encourages the school to provide the families with Centerstone’s contact number to provide support and resources and to refer any student/family that staff may feel that are in need of mental health care. The determination of services would depend on an assessment and funding for qualified services. The student/family’s insurance will be utilized to provide services and the guidelines for those services are determined by the insurance coverage. If the student/family do not have funding, there can be further discussion of how to fund those students through potential school funding.

In consideration of the mutual undertakings of the parties, Centerstone and Central Nine Career Center as follows:

1. **Engagement.** Central Nine Career Center hereby engages Centerstone, and Centerstone agrees to provide counseling, social services and related services to students of CNCC and their families who qualify for the school-based social service program. The Mission of this agreement is to expand school-community connections to promote and care for the social, emotional and behavioral health of CNCC students.
2. **Centerstone Responsibilities.** Centerstone agrees to:
 - a) Provide competent, qualified, and professional staff who will be responsible for performing age-appropriate, culturally relevant, and evidence based services to be provided by Centerstone under this Agreement.
 - b) Administer the salary, benefits, and primary expenses including training, supervision, and travel for Centerstone staff.
 - c) Maintain liability and malpractice insurance for Centerstone staff and provide proof of coverage as requested.
 - d) Provide copies of criminal background checks for Centerstone staff as requested.
 - e) Collaborate with the Administration of CNCC and its officers, employees and agents involved with the students in order to provide information and aid in developing strategies to assist the students and their families.
 - f) Provide a computer and other office equipment for use by Centerstone staff.
 - g) Manage insurance billing and claim forms for services provided by Centerstone staff.
 - h) Comply with all regulations required by law, such as Family Education Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), etc.

- i) Comply with all Indiana Code requirements for reporting suspected child abuse or neglect, including immediately notifying CNCC Administrative officials of any suspected child abuse or neglect, as required by Indiana law.
3. **Central Nine Career Center.** CNCC agrees to:
- a) Provide building access and work space during school hours during the school year for use by Centerstone staff.
 - b) Provide information regarding any appropriate job-related training opportunities.
 - c) Identify students who may benefit from a referral for Centerstone services through a conference with the parent/guardian(s).
 - d) Refer students who qualify for the school-based social service program to Centerstone after obtaining written consent of the student's parent or guardian. Feedback on the status of referrals will be made by Centerstone to CNCC upon request.
 - e) Comply with all regulations required by law, such as Family Education Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), etc.
 - f) Immediately report any suspected child abuse or neglect to either Indiana's Child Abuse and Neglect Hotline (1-800-800-5556) or to the local law enforcement agency.
 - g) Notify Centerstone of any problems with Centerstone staff working at CNCC as reported by students, student families, teaching staff or CNCC administrative staff.
4. **Term.** Except in the case of earlier termination as specifically provided for in this Agreement, the term of this Agreement shall be effective from July 1, 2020 to June 30, 2021, inclusive.
5. **Place of Work.** Centerstone staff will render services primarily at CNCC's facilities, student homes, or in such other places as deemed appropriate for the performance of particular services.
6. **Time.** Centerstone staff will provide services under this Agreement *for up to forty (40) hours* per week for fifty-two (52) weeks during the term of this Agreement, CNCC relies upon Centerstone and Centerstone staff to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.
7. **Services.** Centerstone staff will work with the students at the school and also may go to the homes of students to work with families as deemed appropriate. Centerstone staff will maintain activity with students throughout the summer to provide continuity of care and prepare students for returning to school the following school year.
8. **Termination.** CNCC or Centerstone may terminate this Agreement for cause in the event the other party fails to cure its breach or default of a term of this Agreement within thirty (30) days after having received written notice describing the specifics of such breach or default, but subject to CNCC specifically maintaining the unilateral right to immediately

prohibit, at any time and for any reason, any Centerstone employee from working at the CNCC campus that CNCC deems, in its sole discretion, to be in conflict with the administration or student or staff morale of CNCC including activity within its buildings. Such prohibition includes, but is not limited to, any action that does not maintain an orderly and effective educational system, causes disruption to the educational environment of CNCC or causes disruption to the morale of students or staff.

When CNCC exercises its right to prohibit any Centerstone employee from continued working at the CNCC campus, Centerstone shall replace that employee on the CNCC campus within thirty (30) days of notification, unless CNCC consents to a longer period (such consent shall not be unreasonably withheld). The Centerstone employee discharged from CNCC buildings shall be able to continue to counsel with his or her students away from, and off, the CNCC campus but will no longer be permitted in any CNCC campus building.

CNCC's unilateral right to immediately prohibit a Centerstone employee from working on the CNCC campus does not otherwise change the term of this Social Services Agreement.

9. **Confidentiality.** Centerstone will keep in strict confidence, and will not directly or indirectly, at any time during or after the term of this Agreement, disclose, furnish disseminate, make available or use, (except in the course of performing its duties under this Agreement) any confidential information of CNCC or its students without limitation as to when or how Centerstone may have acquired such information. Centerstone will maintain a Release of Information for CNCC for each student enrolled in the school-based social services program. This Release of Information will be signed by the student's parent/guardian and will be provided to CNCC upon request. This Confidentiality clause does not apply to the duty of Centerstone staff to immediately report suspected child abuse or neglect as set forth in paragraph 2.i above.

10. **Right to Choose.** Centerstone recognizes that CNCC staff may refer youth to other mental health providers in the community and agrees to communicate to parent's their right to choose other local mental health providers.

11. **Indemnification.** Centerstone shall defend, indemnify and hold harmless CNCC from and against any and all liability, loss, expenses, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the acts or omissions of the indemnifying party.

12. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

13. **Final Agreement.** This Agreement constitutes the final agreement between the parties and supersedes all prior understandings and agreements between the parties, whether written or oral. This Agreement may be changed only by writing signed by both parties.

14. **Notices.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Centerstone:

Centerstone of Indiana, Inc.
720 N Marr Road
Columbus, IN 47201

If to Central Nine Career Center:

Central Nine Career Center.
1999 U.S. 31 South
Greenwood, IN 46143

15. **Severability.** If any term of this Agreement is unenforceable, then this Agreement, all of the remaining terms, will remain in full force or effect as if the unenforceable term had not been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Central Nine Career Center

Date: _____

By: _____

Printed Name and Title

CENTERSTONE OF INDIANA, INC.

Date: _____

By: _____

Printed Name and Title
