

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into by Denise Spratt – Executive Director of the KY Crisis Intervention Team, officially designated by the Cabinet for Health and Family Services (CHFS) – Department of Behavioral Health Developmental and Intellectual Disabilities (DBHDID) under the Limited Liability Corporation (LLC) – Crisis Solutions, Inc. and The Honorable Linda Gorton, Mayor of the Lexington Fayette Urban County Government, representing the Lexington Fayette Urban County Government on behalf of the Division of Police. It is understood throughout the duration of this agreement the aforementioned parties are representing their respective entities.

Purpose

The purpose of this MOA will specifically describe the allowance of use of **Kentucky Law Enforcement Curriculum – CIT for KY LEN (#1441-22AR)** or current curriculum number associated with said curriculum (CIT for KY LEN) and any agreed upon associated training materials, practical exercises and any associated intellectual property associated with curriculum. This will be decided by both parties per this agreement.

The **Lexington Fayette Urban County Division of Police (LFUCDOP)** is requesting use of said curriculum and materials to provide instruction under the oversight/direction of the **Lexington Fayette Urban County Division of Police** to teach **CIT for KY LEN** to sworn law enforcement personnel within their agency eligible to attend training under applicable **Kentucky Revised Statute (KRS), Kentucky Administrative Regulation (KAR)** and **Kentucky Law Enforcement Council (KLEC) Guidelines**. The **Lexington Fayette Urban County Division of Police** may allow any eligible **Kentucky Law Enforcement Officers** to attend **LFUCDOP Facilitated Training** under **CIT for KY LEN**, who are authorized to attend by applicable **KRS/KAR/KLEC Guidelines**.

This agreement would enhance **LFUCDOP** to deliver law enforcement training for **CIT for KY LEN**, as defined by **KRS 210.365** to law enforcement officers at a frequency beneficial to the agency, and if they so choose train officers from surrounding agencies in crisis intervention training through a training curriculum and program administrators approved/recognized by the **Kentucky Law Enforcement Council, the Kentucky Cabinet for Health and Family Services (CHFS)**. **CIT for KY LEN** was created and copyrighted by **Crisis Solutions, LLC**.

This agreement would be entered into without monetary compensation or tangible economic benefit provided to/by either party of the agreement.

Roles and Responsibilities

The agreement between **Lexington Fayette Urban County Division of Police** and the **KY Crisis Intervention Team** would agree to the following requirements:

- 1. Crisis Solutions, LLC will provide Curriculum #1441-22AR – CIT for KY LEN or current curriculum number of CIT for KY LEN created by KY CIT/Crisis Solutions, LLC to Lexington Fayette Urban County Division of Police utilize as training for Lexington Fayette Urban County Division of Police Officers and other law enforcement personnel eligible to attend per **KRS/KAR/KLEC Guidelines**. Should Lexington Fayette Urban County Division of Police train non-agency officers, LFUCDOP will ensure that priority for attendance will be given to law enforcement personnel that are geographically employed within the **New Vista Community Mental Health Center (CMHC) Region**. Lexington Fayette Urban County Division of Police will seek guidance and direction from the Executive Director of KY CIT for student approval/attendance, if needed.**
- 2. Lexington Fayette Urban County Division of Police will ensure that use of the #1441-22AR or current curriculum number will be utilized in accordance with in-service and/or basic academy requirements as required by the **Kentucky Law Enforcement Council Guidelines** prior to instructional implementation of curriculum. Lexington Fayette Urban County Division of Police will ensure adherence and verify compliance prior to implementation of instructional delivery of CIT for KY LEN from the Lexington Fayette Urban County Division of Police.**
- 3. Lexington Fayette Urban County Division of Police will ensure that registration and all documents associated with class participation/attendance/absence/examination administration and scoring will be provided to the **Department of Criminal Justice Training, Kentucky Law Enforcement Council**, if requested. All related training documents will be retained by LFUCDOP for record keeping purposes. This would include, but not limited to: Rosters, Class Absence Forms, Examinations, Scoring Sheets, KLEC Form 68-1, etc. It will be the responsibility of the Lexington Fayette Urban County Division of Police to keep records and report any student training information to the **Cabinet for****

Health and Family Services, the Justice Cabinet or any other entity as required by KRS 210.365 in accordance with statutory requirements.

Lexington Fayette Urban County Division of Police will be responsible for providing any quantitative or qualitative information associated with the training program, dissemination of training and relevant student information to applicable and entitled parties (government or otherwise), including reporting data as required by KRS 210.365.

4. **Lexington Fayette Urban County Division of Police** will ensure that course structure, topics, duration, composition of participating instructors (Law Enforcement, Mental Health and Consumer Advocacy) and any other requirements pursuant to KRS 210.365 and the defined curriculum, are adhered to in the dissemination of **CIT for KY LEN Training (#1441-22AR)**.
5. **Lexington Fayette Urban County Division of Police** will ensure that certification of law enforcement instructors as defined by KRS 210.365, KRS, KAR and KLEC Operating Procedures and By-Laws are followed. This includes successful completion of **CIT for KY LEN (#1441-22AR)**, successful completion/approval as a **LEN Instructional Development Course** instructed by the **Kentucky Law Enforcement Council**, the **Department of Criminal Justice Training** or a **KLEC Approved Instructional Development Course**, successful completion of the **KY Crisis Intervention Team- Train the Trainer Instructor Course** delivered by the **KY Crisis Intervention Team/Crisis Solutions, LLC** and a letter of signifying at "at least forty hours of direct experience within a CIT" to be eligible by statute to serve as a Crisis Intervention Team Law Enforcement Instructor by KRS 210.365. **Lexington Fayette Urban County Division of Police** will ensure any law enforcement instructor meets any statutorily defined requirements, as well as regulations (KLEC) and receives notification from the **Kentucky Law Enforcement Council**, in writing, the instructor is approved as a **Crisis Intervention Team Instructor** before teaching in any Crisis Intervention Team Program on behalf of the Lexington Fayette Urban County Division of Police and/or while employed by the Lexington Fayette Urban County Division of Police. This also includes any applicable KRS/KAR/KLEC Operating Procedures concerning the vetting, evaluation and certification of waived or law enforcement instructors.
6. CIT Law enforcement Instructors are mandated by the statutory requirements of **KRS 210.365** and guidelines specific to the KY Crisis Intervention Team Program. Waivers are not authorized for law enforcement instructors due to statutory requirements. Certification as a law enforcement CIT Instructor, is solely

for the use of teaching **CIT for KY LEN Curriculum** as created by the **KY CIT/Crisis Solutions, LLC** per this agreement.

Any Law Enforcement CIT Instructor who is not meeting satisfactory instructional delivery of requirements per curriculum, any suspected malfeasance/misconduct and/or conduct unbecoming of instructional duties as a law enforcement officer, non-adherence to statutory requirements related to instructional duties, Kentucky Law Enforcement Council Requirements, including KRS/KAR, should not continue to provide instruction or assistance in the delivery of the shared curriculum related to the duties as a CIT Instructor. It is also requested that **Lexington Fayette Urban County Division of Police** notify the **Kentucky Law Enforcement Council** and the **Executive Director of KY CIT** or their designee in such cases.

KLEC Recognized CIT Law Enforcement Instructors are not authorized to instruct in any designated mental health/advocacy blocks of instruction in the CIT for KY LEN Curriculum. At no time, will CIT Law Enforcement Instructors be allowed to teach mental health designated blocks of instruction under this agreement, unless that instructor also has clinical and/or licensed educational credentials and experience that would satisfy the Kentucky Law Enforcement Council that person is equally or exceedingly qualified as a mental health professional, who would be waived by the Council. The Council will make the determination and authorization in such cases. It will be the responsibility of Lexington Fayette Urban County Division of Police to ensure the applicable credentials or equivalency meet the requirements, prior to an instructor presenting materials related to the block of instruction related to this responsibility.

Kentucky Crisis Intervention Team will inform competent authority of the Lexington Fayette Urban County Division of Police when the KY Crisis Intervention Team Train the Trainer Course is available for attendance, in a reasonable time frame for successful submission, as well as completion of course materials for instructor candidates.

7. Mental Health Instructors teaching CIT for KY LEN Curriculum must be properly waived in accordance with **Kentucky Law Enforcement Council (KLEC) Operating Procedures and By-Laws**. This includes completion of a KLEC Form 8, providing a resume and copy of the instructor's motor vehicle operator's license to **Lexington Fayette Urban County Division of Police** as part of the application for waiver consideration by the **Kentucky Law Enforcement Council**. **Lexington Fayette Urban County Division of Police** will complete any/all waiver forms / submit applicable documents to the **Kentucky Law Enforcement Council**. Any necessary emergency waivers for requests will be

managed by the **Lexington Fayette Urban County Division of Police** in accordance with current **KLEC Operating Procedures and By-Laws**.

Lexington Fayette Urban County Division of Police will ensure the applicant meets reasonable standards of higher education, relevant experience and requirement (s) to complete the designated instruction to law enforcement officers in the topic area to be presented.

At no time will waived mental health professionals be authorized to teach law enforcement designated blocks of instruction under this agreement, which requires a law enforcement certification by the **Kentucky Law Enforcement Council**.

Waivers completed will be presented to the **Kentucky Law Enforcement Council** on a Form 8 and will include all relevant required information including the block of instruction the applicant is intending to teach within the designated time frames for submission, as designated by the KLEC Operating Procedures and By-Laws. The waiver application will be worded the applicant is applying to teach **CIT for KY LEN (#1441-22AR)** or current curriculum assigned number. The waiver to teach does not allow the applicant to use, disseminate and or extrapolate information for use outside of the parameters/dissemination of **CIT for KY LEN (#1441-22AR)**. A waiver submitted for consideration to the Kentucky Law Enforcement Council is only valid to teach CIT for KY LEN and is not a valid waiver to teach any other blocks of instruction of any other curriculum at any time.

Crisis Solutions, LLC has a legal and lawful copyright of all training materials, intellectual property, practical exercises and KY CIT Logo associated with this curriculum. **Lexington Fayette Urban County Division of Police** will adhere to all waived instructor requirements and the lawful protections of said copyright.

Any instructor who is not meeting satisfactory instructional delivery of requirements per curriculum, any suspected malfeasance/misconduct and/or conduct unbecoming of instructional duties as a law enforcement officer, non-adherence to statutory requirements related to instructional duties, Kentucky Law Enforcement Council Operating Procedures and By-Laws, including KRS/KAR, should not continue to provide instruction or assistance in the delivery of the shared curriculum related to the duties as a CIT Instructor.

8. Law Enforcement Instructors will be required to meet all legal, administrative requirements, as well as regulations associated with their instructor designee (mental health or law enforcement). Individual instructors are responsible for meeting the initial requirements for certification and subsequent requirements to

remain in "active status," as well as renewal of certification as a CIT Law Enforcement Instructor per KLEC Operating Procedures and By-Laws.

9. **The instructional materials, intellectual property, practical exercises and KY CIT Logo associated with CIT for KY LEN are legally protected through a valid copyright.** Any materials agreed upon for use by KY CIT /Crisis Solutions, LLC and the Lexington Fayette Urban County Division of Police are for exclusive use for instructional purposes in accordance with CIT for KY LEN (#1441-22AR) and individual student use/reference.

At no time will usage of this curriculum, materials, exercises or intellectual property be used for any other purpose other than teaching CIT for KY LEN (#1441-22AR). CIT is defined as a forty-hour training program by KRS 210.365. **At no time can any training materials be used in whole or in part; extrapolated; for use for any other purpose outside of the statutorily defined CIT for KY LEN (#1441-22AR).**

Lexington Fayette Urban County Division of Police will govern storage use and dissemination to protect materials copyrighted related to CIT for KY LEN. This includes but not limited to the following:

- a. Secure electronic storage of materials (i.e., not a public or general access server within the department, dissemination other than students registered to attend/participate by statute.
- b. **Crisis Solutions, LLC** is requiring all students to agree/sign copyright acknowledgment agreement to attend statewide courses to provide adequate notice of copyright to attendees and instructors. **Lexington Fayette Urban County Division of Police will require students to agree/sign copyright acknowledgment agreed upon by Crisis Solutions, LLC or their designee to attend CIT Training conducted by LFUCDOP per this agreement.** The Executive Director will provide guidance/assistance on an acceptable agreement such as the current agreement utilized by the KY Crisis Intervention Team.
- c. **Lexington Fayette Urban County Division of Police** will be responsible for secure storage and retention of copyright agreement.

10. **Lexington Fayette Urban County Division of Police** will ensure that only law enforcement officers in accordance with **KLEC Requirements** and applicable statutes (**KRS and/or KAR**) will attend this class for training. **#1441-22AR – CIT for KY LEN** is an authorized curriculum for eligible law enforcement officers within the Commonwealth of Kentucky. This curriculum was authorized by the **Kentucky Law Enforcement Council** for law enforcement officers and certification for law enforcement officers as regulated by **KLEC**.

Lexington Fayette Urban County Division of Police will ensure that no persons will be allowed at any time during this training as “sit-ins” or observation. Attendance by any other parties, other than current registered sworn law enforcement officers of the **Lexington Fayette Urban County Division of Police** or eligible current law enforcement officers within the Commonwealth of Kentucky, officially registered for the course. **Lexington Fayette Urban County Division of Police** will take reasonable measures to ensure such, per this agreement.

No materials associated with this training will be disseminated to any party other than attending students without written permission of the Executive Director of KY CIT, under the umbrella of Crisis Solutions, LLC or their designee. Lexington Fayette Urban County Division of Police signifies that use of the curriculum for law enforcement personnel, as authorized by the **Kentucky Law Enforcement Council** does not authorize the training, formally or informally for any other entities (government or private).

11. Competent authority of the **Lexington Fayette Urban County Division of Police** will have responsibility of review/oversight of all training materials, exercises, instructor presentations to ensure integrity of instructional matters, relevance of course materials to the dissemination of instruction by designated instructor/presenters. This includes dissemination of materials pursuant to curriculum objectives, specificity of instructional objectives (lectured objectives, scenarios, small group exercises, etc.). It shall be the responsibility of the Lexington Fayette Urban County Division of Police to ensure materials are relevant, competent, appropriate, legally compliant with instructional statutes (KRS/KAR) and in accordance with standards of the Kentucky Law Enforcement Council Operating Procedures and By-Laws.

Lexington Fayette Urban County Division of Police will ensure competent/knowledgeable authority of the **Lexington Fayette Urban County Division of Police** or the **KY Crisis Intervention Team (Crisis Solutions, LLC)**

or their designee will be physically on site (classroom or any other designated training area) and present during all instructional processes of CIT for KY LEN (#1441-22AR).

This ensures that training protocols, standards and legal requirements are adhered to during this training course. The aforementioned personnel are crucial to ensure adherence to KRS 210.365 and other applicable statutes, as well as KLEC Requirements. This ensures accurate and relevant information is being presented to students and misinformation is accurately/promptly clarified to students attending class.

Any reasonable/necessary action to comply with **legal requirements/KLEC Requirements** is expected to be initiated as part of this agreement. **Lexington Fayette Urban County Division of Police will be responsible for all matters relating to the delivery, oversight and/or regulatory, as well as legal interrogatories related to this agreement.**

12. **The Lexington Fayette Urban County Division of Police will be solely responsible for providing all resources and applicable monetary costs associated with planning/implementation of training for CIT for KY LEN (#1441-22AR).** This includes but is not limited to staff training, staff costs, training space, costs of training materials, delivery of training materials, meals, if requested, assistance by other entities to deliver training which may include monetary expenditures, reimbursements etc.
13. **KY Crisis Intervention Team/Crisis Solutions, LLC will not provide monetary payment or reimbursement for agency/ancillary costs associated with the Lexington Fayette Urban County Division of Police execution/delivery of this program per this Memorandum of Agreement.**

The Lexington Fayette Urban County Division of Police has entered into an agreement with the New Vista Community Mental Health Center for deliverables for mental health instructors for CIT for KY LEN Curriculum. This matter is a private agreement between the aforementioned entities. Funding provided to New Vista through MOA Agreement for expenditures/costs associated with KY CIT delivery of instructional courses within the New Vista Community Mental Health Center is an agreement solely between the said parties (New Vista and Lexington Fayette Urban County Division of Police).

14. **Lexington Fayette Urban County Division of Police will maintain applicable records of all sworn law enforcement officers who attend/successfully complete training of CIT for KY LEN (#1441-22AR).** This includes providing rosters, course absences, make-up assignments, testing scores and any other relevant


information to KLEC, the Department of Criminal Justice Training, Crisis Solutions, LLC, or designee, the Cabinet for Health and Family Services, the Justice Cabinet and any law enforcement agency with personnel attending training through this agreement, including any requirements as outlined by KRS 210.365 or related statutes.

15. Any personnel attending, yet not successfully completing the minimum score of 70% on the written examination for CIT for KY LEN (#1441-22AR), will be required to request a re-test within 7 days of a course failure and completion of a re-test within 21 days, as defined by **503 KAR 1:120**. In the event of a re-test, Lexington Fayette Urban County Division of Police will ensure a re-test will be proctored in person and the examination will consist of questions that will differ entirely from the initial test administered in accordance with applicable KRS/KAR. **Lexington Fayette Urban County Division of Police** will ensure compliance with KAR and all associated notifications/administration of re-test to the **affected officer/agency, the Department of Criminal Justice Training, and the Kentucky Law Enforcement Council**.
16. **Lexington Fayette Urban County Division of Police** shall notify **KY CIT (Crisis Solutions, LLC)** if **CIT for KY LEN (#1441-22AR) Training Materials** or any other information are requested via letters of legal representation in cases of litigation or disseminated to other lawful, entitled parties outside of **Lexington Fayette Urban County Division of Police**. Any/all matters related to **CIT for KY LEN (#1441-22AR)** inquiries should require said letter of representation of counsel and notification to the **Executive Director of KY CIT or their designee**. This clause is to ensure adequate notification to **KY CIT/ Crisis Solutions, LLC**, in the event said party may be named or is a party to litigation due to any event where course materials of **KY CIT copyrighted material** may be the subject of a lawful inquiry. **Any notifications to KY CIT regarding or involving the Lexington Fayette Urban County Division of Police or LFUCDOP Personnel will be directed to the competent authority of the Lexington Fayette Urban County Division of Police.**
17. This agreement may be amended only by written agreement by both parties: **Lexington Fayette Urban County Division of Police and KY CIT (Crisis Solutions, LLC)**.
18. This agreement may be rescinded by either party through written notification delivered as reasonable notification (letter, email with confirmation of receipt by the receiving party). If **Lexington Fayette Urban County Division of Police** initiates notification of rescinding this agreement, the independent use of any/all materials associated with **CIT for KY LEN (#1441-22AR)** will not be authorized for independent use or dissemination by the **Lexington Fayette Urban County**

Police Division of Police or any **law enforcement personnel** associated with the dissemination of this training.

19. **KY CIT (Crisis Solutions, LLC)** may rescind this agreement at any time, with reasonable notice/notification for such actions as: failure to abide by **KLEC Operating Procedures and By-Laws** regarding curriculum, law enforcement instructors, waived instructors or violations of KRS/KAR associated with the delivery of CIT for KY LEN (#1441-22AR) Curriculum, as well as failure to adhere to KRS 210.365, which includes actions of CIT Instructors participating in the delivery of said curriculum.
20. At no time shall **Lexington Fayette Urban County Division of Police** or **KY CIT (Crisis Solutions, LLC)** receive monetary compensation or tangible economic benefit provided to/by either party of this agreement.

Agreed upon by:



Denise Spratt- Executive Director – *KY Crisis Intervention Team – Crisis Solutions, LLC*
Designated by the *Cabinet for Health and Family Services (CHFS)*,
Department of Behavioral Health- Intellectual and Developmental Disabilities (DHBID)

Date 4/10/24_____

AND



Honorable Linda Gorton – Mayor
Lexington-Fayette Urban County Government

Date 5/16/2024_____

RHW/rw