

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and University of Louisville Research Foundation, Inc. (hereinafter "Contractor"), with its principal place of business at 300 E. Market Street, Louisville, KY 40202.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide the services of Dr. Andy Frey from the Kent School of Social Work and selected colleagues under his supervision to deliver up to 1,252 hours of behavioral health consultation services to the Jefferson County Public Schools Early Childhood Program. The services shall include specialized behavior support with targeted strategies to reinforce positive social and emotional development of preschool students. Billing will be at the rate of \$70.00 per hour. Specifications JCPS Early Childhood Programs Behavioral Health Services 2019-2020 is attached and incorporated herein by reference.

Contractor does not intend to conduct research on the services provided under this Contract. If Contractor decides to do so, Contractor agrees to submit its research plans to the Board's Department of Accountability, Research and Planning using the Board's normal procedures for such requests. No research regarding the services provided under this Contract shall be conducted without the prior approval of the Board's Department of Accountability, Research and Planning. If research regarding the services provided under this Contract is approved, Contractor agrees to share all finding from such research with the Board. Contractor also agrees not to identify the Board in any research literature unless the Board grants Contractor permission to do so.

The first paragraph of Article XII of the Contract is hereby waived. Contractor agrees to provide copies of its assessment instruments and notes for each child who has been referred for services and grants the Board a non-exclusive, royalty-free license for all uses to any reports, research data, creative works, designs, recordings, graphical representations or others works of a similar nature ("Works") produced or delivered by Contractor under this Contract. Contractor further agrees that the Board will own the individual assessment protocol(s) and behavior intervention plan(s) ("Deliverables") that are developed by Contractor and delivered to the Board by Contractor under this Contract. The Board Agrees that Contractor's PI may retain a copy of the Deliverables, subject to applicable confidentiality provisions of this Contract, to answer questions or inquiries by the Board regarding the services provided under this Contract.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

| | |
|--|--|
| Contract Amount: | <u>Not to exceed \$87,640.00</u> |
| Progress Payments (if not applicable, insert N/A): | <u>Monthly Billing</u> |
| Costs/Expenses (if not applicable insert N/A): | <u>NA</u> |
| Fund Source: | <u>State Funded Preschool Project 135F</u> |

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 25, 2019 and shall complete the Services no later than June 30, 2020, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract to the extent permitted under applicable laws (KRS 49.010 et. seq.). Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract to the extent permitted under applicable laws (KRS 49.010 et. seq.). This provision survives termination of this Contract.



Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI
Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because 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. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the

Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 25, 2019.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

University of Louisville Research
Foundation. Inc.
CONTRACTOR

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

By: Barbara F. Sells 7/18/19

Title: Barbara F. Sells
Associate Director - Office of
Sponsored Programs Administration

Cabinet Member: Dr. Carmen Coleman

CC
(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Mental health services as well as targeted strategies to support positive social and emotional development of preschool students by Dr. Andy Frey and staff from the University of Louisville.

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Terri Davenport

Print name of person making Determination

JCPS Early Childhood
School or Department


Signature of person making Determination

7/11/19
Date

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

SPECIFICATIONS

JCPS EARLY CHILDHOOD PROGRAMS BEHAVIORAL HEALTH SERVICES 2019-2020

Dr. Andy Frey and selected colleagues under his supervision will provide up to 1,252 hours of behavioral health consultation services to the Jefferson County Public Schools (JCPS) Early Childhood program at the rate of \$70.00 per hour. The goals of these services are to: (1) enhance awareness and understanding of behavioral health and social and emotional development; (2) support positive social and emotional development of children through universal and targeted strategies; and (3) assist in securing appropriate behavioral health services for children and families according to need.

Services will generally be of two types and specific allocation will be determined collaboratively based upon actual programmatic needs:

- Preventative services (pre-referral)
 - Preventative, or program-centered, activities will include, but are not limited to:
 - regular on-site meetings between program staff and mental health consultants to assess needs, identify resources, and plan services to support children, families, and staff;
 - professional development for program staff;
 - parent training and family engagement activities based upon identified areas of interest or need;
 - guidance in using screening results to identify needs and in making timely referrals for comprehensive assessments by qualified professionals; and
 - assist the leadership team with implementation of the Program-wide PBIS initiative.
- Intervention services (post-referral)
 - Intervention, or child-centered, activities will include, but are not limited to:
 - Level 3, student-focused services:
 - Lead (case manager) assessment and student specific support plan development: The behavioral health consultant (BHC) will conduct a behavioral assessment and write a student specific support plan. He/she will coordinate service delivery until the plan is complete.
 - Assist with behavior intervention plan development/refinement: This option is for children receiving ECE services or non-ECE students in centers. This will include recommendations to include in intervention plans,
 - First Step Next: First Step Next is a collaborative intervention program, delivered by a behavioral coach and lasting approximately three months. First Step Next is geared for regular classroom settings (Pre-K through 3rd grade) and designed to help children at risk of school failure get off to the best start possible in their school careers. First Step Next includes a direct social skills instruction component and a classroom management component, and uses parent engagement strategies.
 - Crisis intervention: Crisis intervention services will be provided, as needed.
 - Level 2 or 3, parent-focused services:
 - homeBase: The BHC will implement the homeBase intervention with parents whose children are at-risk for school failure. homeBase

typically includes two to five 60-minute sessions (i.e., home visits) and is designed to increase parent motivation and their capacity to implement effective parenting practices. During homeBase, parents are encouraged to investigate their parenting practices and consider modifying those practices consistent with one or more of the five universal principles of positive behavior support that are central to the school module: (1) establish clear expectations for behavior and academic performance; (2) directly teach the expectations; (3) reinforce the display of the expectations; (4) minimize teacher attention for minor inappropriate behaviors; and (5) establish clear consequences for unacceptable behavior.

- Non-homeBase family consultation: When parenting is not the primary issue, the BHC will consult with the family and make recommendations as needed.

Dr. Frey will also collect the Preschool School Evaluation Tool, a measure of program-wide PBIS fidelity in up to 20 classrooms and examine behavior incident data for students and parents who receive level 2 or level 3 services to help the program understand the impact of the services provided.

In addition, providers will:

1. Comply with State and District requirements to report suspected and/or actual cases of child abuse and/or neglect.
2. Bill for services only when those services include JCPS early childhood children, staff or parents as participants.
3. Not submit for reimbursement: non-service related documentation and recordkeeping time, travel time, mileage, or other activities outside those outlined above.
4. Provide an in-kind statement, monthly, reporting the number of service hours provided that month and the hourly cost for comparable services in the community, including hours provided after the amount of the contract has been paid out.