



Commonwealth of Kentucky

CONTRACT

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Document Description: HOPKINS COUNTY DAY TREATMENT PROGRAM

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Memorandum of Agreement

Reason for Modification:

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HOPKINS COUNTY BOARD OF EDUCATION

320 S SEMINARY ST

MADISONVILLE KY 42431**Vendor No.** KY0000049
Vendor Contact
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Email: EYDIE.TATE@HOPKINS.KYSCHOOLS.US**Effective From:** 2020-07-01**Effective To:** 2021-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		DAY TREATMENT PROGRAM	\$0.000000	\$88,148.50	\$88,148.50

Extended Description:

This contract is to provide a day treatment program/services for school-age juveniles in Hopkins County. The Department is unable to provide funding and operate all the day treatment programs across the state. This commodity line is for FY'21

Effective From: 2021-07-01**Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		DAY TREATMENT PROGRAM	\$0.000000	\$88,148.50	\$88,148.50

Extended Description:

This contract is to provide a day treatment program/services for school-age juveniles in Hopkins County. The Department is unable to provide funding and operate all the day treatment programs across the state. This commodity line is for FY'22

Shipping Information:**Billing Information:**

DJJ - Fiscal Branch

	1025 Capital Center Drive Bldg #3 - 3rd Floor Frankfort	KY	40601
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TOTAL CONTRACT AMOUNT:	\$176,297.00
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	<i>Document Description</i>	<i>Page 3</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

Memorandum of Agreement Terms and Conditions

SCOPE OF SERVICES

This Memorandum of Agreement ("MOA") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Juvenile Justice ("the Commonwealth") and Hopkins County Board of Education ("the Contractor") to establish an agreement for Day Treatment Services. The initial MOA is effective from 1 July 2020 through 30 June 2022

MATERIALS INCORPORATED BY REFERENCE

1. Attachment A – Department of Juvenile Justice's Program Application

DEPARTMENT TERMS AND CONDITIONS

The Commonwealth shall

1. Monitor and conduct a service/program audit of the activities of the Contractor and its programs performed pursuant to this contract at times mutually convenient to both parties.
 - 1.1. The Commonwealth's Program Services Division shall perform a monitoring of each contracted day treatment program at a minimum of twice a year, providing the Contractor all monitoring tools for prior review and clarification.
 - 1.2. Technical assistance will be available to the Contractor upon request.
2. Conduct periodic desk audits of the Contractor to assess the progress towards completion of the goals and objectives as deemed necessary by the Commonwealth.
3. Offer training opportunities at no cost for the actual training, but all costs for lodging, travel and meals are at the expense of the Contractor.
4. Notify the Contractor designee of any grievance involving the Contractor educational staff.
 - 4.1. Each agency shall solve the dispute according to their respective policy and procedures.
 - 4.2. If a dispute is not solved within a timely manner the following method shall be used:
 - 4.2.1. The local Juvenile Services District Supervisor (JSDS) or Commonwealth facility Superintendent and the Contractor Program Director will meet to discuss, clarify, and resolve the matter.
 - 4.2.1.1 If the matter cannot be resolved, it will then be referred to the local Community Services Regional Manager or Facilities Regional Administrator.
 - 4.2.2. The local Community Services Regional Manager or the Facilities Regional Administrator will meet with the Contractor Program Director to discuss, clarify, and resolve the matter.
 - 4.2.2.1 If the matter cannot be resolved it will be referred in written form to the Education Branch Manager.
 - 4.2.3. The Education Branch Manager and the Contractor Superintendent of the school will meet to discuss, clarify, and resolve the matter.
 - 4.2.3.1 If the matter cannot be resolved, it will then be referred in written form to the Commonwealth's Program Services Division.
 - 4.2.4. The Commonwealth's Program Service Division and the Contractor's Superintendent will meet within twenty (20) working days or receipt of the notice.
 - 4.2.4.1 They will review the material, discuss it with the individuals they deem appropriate and reach a resolution.
 - 4.2.4.2 This resolution will then be formalized in writing and conveyed to the Commonwealth and the Contractor Program Director.
5. Notify the Contractor by Certified Mail, Return Receipt Requested, if a request for transfer of all equipment and/or supplies is necessary. If the transfer is required for use by the new service provider, the grantee or subgrantee shall be entitled to be paid any reasonable, resulting shipping or storage costs incurred.

The Contractor shall

1. Perform the functions described with particularity in the Department of Juvenile Justice's Program Application ("Program Application"), on file with the Fiscal Branch of the Department, within the actual budgetary limitations for the period of July 1 2020 to June 30, 2022.
2. Complete the goals and objectives as set forth in the Program Application within the specifically allotted time frames.
3. Review service delivery goals, objectives, and expenditures and submit to the Commonwealth program reports and expenditures on a monthly basis.

	<i>Document Description</i>	<i>Page 4</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

- 3.1. Funds obligated under this agreement will be available for the provision of services by an agency, organization, or individual other than the Contractor only after the Contractor has executed a written subcontract in accordance with the provisions of this MOA.
- 3.2. Except for subcontracts, which are specifically identified in the approved plan, the Contractor shall not subcontract any responsibilities described herein without prior written approval of the Commonwealth, subject to such additional conditions and provisions as the Commonwealth deems necessary.
- 3.3. The Contractor agrees to cite the Commonwealth's contract number in all subcontracts.
4. Provide a minimum of **210** instructional/direct service days during fiscal year 2021 and 210 instructional/direct service days during fiscal year 2022.
5. Provide a school calendar that identifies local school district instructional days, instructional/direct service days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days.
6. Provide a daily program schedule for the local school district calendar.
7. Provide a minimum of four (4) hours of instructional/treatment time per day for each day beyond the local school district calendar.
8. Provide a daily program schedule for instructional/direct service days beyond the local school district calendar.
9. Provide counseling for all students in the program according to the following guidelines:
 - 9.1. Counseling shall be provided by persons with a minimum qualification of a Bachelor Degree in Social Work, Psychology, or a Human Service related field;
 - 9.2. Individual treatment ratio of one counselor per ten (10) youths or one (1) counselor and an aide up to fifteen youths based on rated capacity;
 - 9.3. Individual counseling of one (1) scheduled hour per week per youth;
 - 9.4. Group counseling of two (2) scheduled 1-hour sessions per week per youth with a maximum of twelve (12) youth per group session;
 - 9.5. Family counseling if indicated on the student's Individual Treatment Plan (ITP); and
 - 9.6. Documentation, including dates of counseling sessions, on the Commonwealth's Weekly Treatment Team Summary Form.
10. Provide a yearly organizational chart including lines of supervision, positions, names and titles.
11. Provide a report on the results to date, at the end of each fiscal year.
12. Provide a two-year fiscal budget summary.
13. Maintain and ensure the confidentiality of all information between the Contractor and the Commonwealth, whether written or verbal, provided by or about any youth seeking or receiving services under this contract, except as approved and authorized in writing by the youth, or as otherwise authorized by the law.
14. Comply with the Open Records Law (KRS 61.870 to 61.884) and the Family Educational Rights and Privacy Act of 1974 (as amended) (20 U.S.C. § 1232g).
15. Maintain records to document the total operation of the Contractor pursuant to this contract and submit monthly program reports and expenditures by the 15th of every month on the forms prescribed by the Commonwealth.
 - 15.1. The monthly report shall contain a roster of daily student attendance which shall include age, gender, and race of each student.
 - 15.2. The Commonwealth shall have the right to deny payment for any report not submitted in accordance with this provision.
16. Retain all program and financial records for a period not less than (5) five years after all matters pertaining to this contract (i.e., program audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable state laws and regulations and policies.
17. Maintain records sufficient to identify the results of the service provided each individual and for use in evaluating the effectiveness of the total program, including but not limited to:
 - 17.1. an accurate count of student average daily attendance (ADA);
 - 17.2. administering pre- and post- tests to each student for evaluation purposes per the ITP; and
 - 17.2.1. In the event tests are not administered, the Contractor shall document reasons for this.
 - 17.3. responding to the Commonwealth's specific requests for information.
18. Upon request by the Commonwealth, submit a status report on the program's goals and objectives and the critical incident report summary.
19. Submit by the 5th of each month a complete, accurate and cumulative Monthly Medicaid Report for the current fiscal year.

	<i>Document Description</i>	<i>Page 5</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

20. Permit Commonwealth employees and agents to monitor and evaluate services being performed.
21. Submit all records and documentation of service provision, in regard to contracted and subcontracted services to the Commonwealth when requested for monitoring purposes.
22. Respond to monitoring, fiscal and/or program exceptions established by evaluation monitoring and/or audit of this MOA, and to promptly settle any monitoring, fiscal and program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by the Commonwealth.
23. Respond to a Statement of Deficiencies submitted by the Commonwealth by submission of and compliance to a Plan of Correction based on monitoring results.
24. Permit the Commonwealth or auditing firm selected by the Commonwealth, to audit the fiscal records of the Contractor in the format established by the Commonwealth, and to be responsible for fiscal and program exceptions established by audit of this contract, and to promptly settle any audit exceptions by methods approved by the Commonwealth.
25. Assure that a Fidelity Bond has been properly executed to ensure that the employee(s) who are authorized to receive or deposit funds, issue financial documents, checks or other instruments of payment for program costs shall be bonded against loss of sufficient amounts of funds, the bond should be sufficient to cover maximum sums handled monthly under this contract, and a copy shall be submitted to the Commonwealth upon request.
26. Provide the Commonwealth with a current electronic copy of the Contractor's Standard Operating Procedures ("SOP") manual.
 - 26.1. This manual and all subsequent changes must be received and approved by the Commonwealth before procedures are implemented.
27. Review and update Contractor's SOP annually.
28. Document within each employee's training file that they have read and understand the contents of the Contractor's SOP Manual annually.
29. Maintain adequate and competent staff necessary to provide the services described herein, with proper supervision and in conformity with existing standards of the Commonwealth for provision of these services.
30. Maintain training records including initial and on-going training, as well as an annual training plan for each staff based upon position/duties.
31. Develop yearly Facility Training Plans for all staff that includes, but is not limited to:
 - 31.1. Physical Skills Review(s);
 - 31.2. Emergency Procedures/Fire Safety;
 - 31.3. Bloodborne/ Airborne Pathogens;
 - 31.4. Suicide Signs and Symptoms;
 - 31.5. review of new or revised SOP; and
 - 31.6. any other training deemed necessary by the Contractor or the Commonwealth.
32. Provide and/or secure appropriate orientation and in-service training for staff responsible for the services delivered under this contract.
33. Assist the Commonwealth upon request, in training involving such contracted services and related agency skills and resources.
34. Comply with all state licensing requirements and standards for all contract services.
35. Ensure that youths aggrieved by actions rising from service rendered under this MOA shall have the right to a hearing.
 - 35.1. The Contractor is responsible for setting up procedures to deal with grievances.
36. Ensure no employee or representative of the Contractor with procurement authority shall participate either directly or indirectly in any activities that are in conflict with the provisions stated in KRS 45A.455 Conflict of Interest – Gratuities and Kickbacks – Use of Confidential Information.
37. Acknowledge that the Contractor is responsible for fulfillment of the terms of this MOA with the Commonwealth whether or not subcontractors are used.
38. Transfer all items of equipment and or supplies to a new provider, if a new provider is selected as a result of competition, or if the contract is terminated by the provider, or the Commonwealth and a new provider is secured.
 - 38.1. In the event of termination of the contract or the selection of a new provider, the transfer shall be made within 30 days from the date of receipt of notice from the Commonwealth, such notice to be by Certified Mail, Return Receipt Requested.

	<i>Document Description</i>	<i>Page 6</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

39. Ensure that all equipment purchased or leased under this contract having a unit acquisition value of \$500 or more and with a useful life of more than 1 year, remain the property of the Commonwealth.
- 39.1. All property is subject to an inventory and the Contractor is responsible for keeping an up to date and accurate inventory list on equipment that is purchased with the Commonwealth funds and has an acquisition value of \$500 or more.
40. Ensure that a monthly staff meeting is held and that documentation includes agenda, roster, time and place of meeting.
41. Develop policies and procedures incorporated into programming that promote a zero tolerance environment against sexual abuse, sexual harassment, sexual contact or any type of sexual offense.
42. Submit documentation regarding Contractor's zero tolerance environment policies to the Commonwealth.

The Contractor may

1. Request an amendment as needed to adjust the service delivery goals and objectives.

PRICING

The Commonwealth shall

1. Reimburse the Contractor for day treatment services pursuant to this MOA. The total value of this MOA for fiscal year(s) 2021 and 2022 shall not exceed \$88,148.50 per fiscal year.

The Contractor shall

1. Not allow or authorize Contractor personnel to financially obligate Commonwealth funds.
2. Bill the Commonwealth for goods and services tendered and rendered from the first to last day of each calendar month and provide any and all supporting documentation used to constitute the invoice.
 - 2.1. Supporting documentation shall include salary statements and operating expenditure receipts.
 - 2.2. The documentation must be detailed and contain copies of actual receipts.
3. Provide any and all invoices to the Commonwealth no later than 30 calendar days after the end of the billing period.
4. Provide any and all supplemental supporting documentation and invoice corrections discovered through self-auditing no later than 60 days after the end of the billing period, no later than 90 days after the end of the billing.
5. Provide any and all supplemental supporting documentation and invoice corrections upon receipt of notice of deficiency from the Commonwealth no later than 90 days after the end of the billing.
6. Send any and all electronic and physical invoices to the following address(es):

Department of Juvenile Justice
 Attn: Shannon Jett
 1025 Capital Center Dr, 3rd Floor
 Frankfort, KY 40601

Email: Shannonm.jett@ky.gov

	<i>Document Description</i>	<i>Page 7</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

	<i>Document Description</i>	<i>Page 8</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

	<i>Document Description</i>	<i>Page 9</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

	<i>Document Description</i>	<i>Page 10</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

	<i>Document Description</i>	<i>Page 11</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	<i>Document Description</i>	<i>Page 12</i>
2000003002	HOPKINS COUNTY DAY TREATMENT PROGRAM	

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

2nd Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Other Party:

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Approved as to form and legality:

Attorney