



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

RE: Department of Juvenile Justice MOA

DATE: May, 9, 2022

Attached is the yearly request for board approval of the Department of Juvenile Justice (DJJ) Memorandum of Agreement for the fiscal year 2022-2023. These attachments show financial support will be utilized, if approved. Approval is requested for the MOA for DJJ for the 2022-2023 school year.

(Signature)
5.9.22



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-869-8079
www.bullittschools.org

Memo

TO: Rachelle Bramlage-Schomburg
FROM: Danny Clemens
RE: Department of Juvenile Justice MOA
Date: May 5,2022

Attached is the request for board approval of the Department of Juvenile Justice (DJJ) Memorandum of Agreement for the fiscal year of 2022-2024. The attachments show financial support will be utilized if approved. Approval is requested for the MOA for DJJ for the 2022-2024 school years.

JUSTICE & PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE

1025 Capital Center Drive Building, Third Floor
Frankfort, Kentucky 40601

RENEWAL APPLICATION FOR DAY TREATMENT SERVICES
FISCAL YEARS 2022-2024

Official Name of School District: FEIN#:
Official Name of Day Treatment: DJJ Rated Capacity:
Contact Person Name and Title:
Address of School District:

Address of Day Treatment:

School District: Day Treatment:
Telephone Number: Telephone Number:
Fax Number: Fax Number:
E-Mail Address: E-Mail Address:

The (Name of District) hereby requests funding in the amount of \$
per year from the Department of Juvenile Justice for Day Treatment Program Services.
The applicant certifies by signing this application that all information, facts, and figures provided are true and
accurate to the best of his or her knowledge.

Signature

Title

Date

Date Completed Renewal Application Received by
the Department of Juvenile Justice (please stamp date)

RENEWAL APPLICATION PROCEDURES
FOR DAY TREATMENT SERVICES

This page must be completed and attached to the proposal.

The renewal application for funding of day treatment services must specifically detail standard operating procedures (SOP) in the program procedures manual how information in each of the following sections will be addressed in the program. The procedure manual will become part of the contract and will function as part of the renewal application. Any subsequent changes to this procedures manual must be submitted to the Department of Juvenile Justice (sometimes hereinafter referred to as the "Department" and/or "DJJ") for review and approval.

Mission and Goal Statements

- The mission statement shall assert that the program will offer a comprehensive array of community-based services for eligible youth, to prevent further involvement within the juvenile justice system and to reintegrate the youth into the community.
- The goals statements shall be developed by staff and administrator that are Strategic, Measureable, Attainable, Results-oriented, and Time-bound (SMART) goals.
- Treatment Philosophy - The treatment philosophy of a Day Treatment Program shall be anchored in the belief that comprehensive strategies are needed to combat youth crime. All Day Treatments will utilize an effective balance of treatment, education, and graduated sanctions provided by qualified, trained staff.
- All day treatment programs will operate within the traditional school day to provide the opportunity for peer interactions, extra-curricular school activity involvement and to promote family involvement and supervision outside of the school day.

Referral and Admission

- Referral procedures shall include: Clients to be served:
- Male and female DJJ adolescents who are 12 through 18 years of age (or up to 21 in some cases) or 6th through 12th grade.
- If the youth is qualified for special education services, they may receive services until 21 years of age.
- The youth have displayed evidence of delinquent behavior and family dysfunction.
 - How youth are referred.
 - Contents of a complete referral packet.
 - Referral sources are provided a copy of the referral procedures.
 - Referral sources are notified of a youth's admission status.
- The priority of admission shall be given in descending order to:
 - DJJ youth transitioning from a residential program;
 - DJJ youth transitioning from or into a contracted therapeutic foster home;
 - Youth adjudicated on delinquent offense(s);
 - Youth at risk of out of home placement; and
 - Youth with serious behavioral issues in the school and the community.
- Admission procedures shall include:
 - Notification of acceptance or rejection;
 - Orientation of youth and parent or legal guardian and custodian of youth;
 - An Orientation handbook shall include at a minimum: mission statement; treatment philosophy; program description/history; behavior management system; searches; youth progression through the program (i.e. treatment plan, phases, point/behavior sheets, etc.); youth rights; grievance process; district approved process for awarding credits towards a diploma; and

other information specific to the program (i.e., dress code, attendance policies, school, contraband defined, daily program schedules, transportation, etc.);

- How the program will encourage family/caregiver involvement in the youth's treatment, to include at a minimum, participation in the development of the treatment plan, revisions/reviews of the plan, and special meetings to discuss issues or concerns. Also, include how regular contact with the parent/caregiver will be maintained.

Assessments

- Educational and vocational assessment shall be administered within fourteen (14) days of admission, unless a recent assessment has already been completed.
- Assessments shall include at a minimum: academic assessments, learning styles inventory, vocational assessment, suicide risk factor screening, and psychosocial/social history inventory.

Individual Client Record

Each youth's Individual Client Record (ICR) shall include, but not be limited to the following records, and shall be maintained according to the following outline:

- Section One — Intake

- Photograph (on top).
- Initial intake information.
- Program rules and policy signed by youth and parent.
- Approved visitor contact list.
- Grievance Procedure reviewed and signed by all parties

- Verification of rights reviewed and signed by all parties.
- All release forms.
- Any other identifying documentation.
- All pre-dispositional reports, if applicable.
- Emergency Medical Information Data Sheet. (All other medical information shall be in the Medical Record only.)
- If the youth is a youthful offender (YO), a subsection entitled "Parole" shall be created to include:
 - The Pre-Sentence Investigation (always on bottom); and
 - All other parole related documents, to include correspondence making a parole recommendation.

- Section Two — Classification/Education

- Special notices (always on top on colored paper).
- Administrative Transfer Request (ATR) information, if applicable.
- Psychosocial/Social History/Needs Assessment, any other classification data.
- Referral to other agencies, if applicable.
- A subsection entitled "Education" shall be created to include:
 - Copy of the Individual Learning Plan (ILP) or the Individual Learning Plan Addendum (ILPA);
 - Education progress reports, grades, academic assessments, and notations

- Copies of Mental Health Assessments, if approved by the Mental Health Professional doing the Assessment.
- Suicide risk factors screening documentation.
- Section Three — Individual Treatment Plan
 - Orientation Treatment Plan.
 - Individual Treatment Plan with 60-day, 120-day, and 180-day reviews.
 - Family counseling shall be available where indicated.
 - Transition plan is initiated
 - Transition plan is completed 10 days prior to transition or discharge, if applicable.
 - Treatment work verification and substance abuse tracking, if applicable.
- Section Four — Program Progress
 - Treatment Team Summaries with signatures.
 - Individual and group counseling documentation.
 - Documentation of contact with family/caregiver.
 - Documentation of contact with collateral contacts, if applicable.
- Section Five — Miscellaneous
 - Incident reports.
 - Other behavioral reports.
 - A subsection entitled "Miscellaneous" shall be created to include:
 - Correspondence; and
 - Any other document that does not fit in one of the above sections.
- Section Six — Legal
 - Resident record card for YOs (always on top) if applicable.
 - Judgment/Commitment orders, if applicable.
 - All other court documents:
 - Correspondence;
 - Any other documentation that does not fit in one of the above sections.

Treatment

- A licensed behavioral health professional shall oversee the provision of appropriate behavioral health care for students.
- Students shall be screened upon admission for suicide risk factors.
 - All staff should be trained regarding verbal and behavioral cues of suicide risk and should observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior.
 - All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
- The statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number shall be prominently displayed. KRS 156.095 (8).
- The Orientation Treatment Plan procedures must:
 - Be completed within one (1) week of admission; and
 - Use the DJJ Orientation Treatment Plan form.
- Counseling services shall utilize a trauma informed approach and evidence based practices.
- Substance abuse education shall be available.
- Counseling services provided on an emergency basis and upon student's request, as needed.

- Individual counseling shall be:
 - Conducted a minimum of one (1) scheduled hour per week.
 - Documented in the individual client record (ICR) within seven (7) days.
 - Utilized to help the youth make changes in thinking and behavior consistent with pro-social norms.
 - Utilized to assist youth in meeting goals and tasks identified on the student's ITP.
- Group counseling shall be:
 - Conducted for one (1) hour at a minimum of two (2) times per week.
 - Documented by summary in the individual client record (ICR) within seven (7) days.
 - Limited to twelve (12) students in any one session.
 - Utilized to help the student make changes in thinking and behavior consistent with pro-social norms.
 - Utilized to discuss specific and common issues, conflicts, and concerns.
- Family counseling shall be available where indicated.
- Treatment team shall meet on a weekly basis.
 - Treatment team shall include the student, the student's family (if available), Juvenile Service Worker (JSW) (if available), youth counselor, certified educational staff, youth worker staff (if available), and other approved individuals.
 - Youth shall meet with treatment team at least every ten (10) school days.
 - The treatment team shall be responsible for making all treatment decisions regarding the student.
 - The youth counselor shall document the treatment team meeting in the hard case file within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
- If a student is in need of a referral based on a mental health concern, parents or guardians shall be contacted.
- An Individual Treatment Plan (ITP) conference shall be completed within 10 school days of admission.
 - The youth, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference.
 - Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver, and
 - Members of the assigned treatment team shall participate in this conference.
 - The ITP shall include measureable interventions/tasks.
 - The ITP shall include an initial transition plan.
 - An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants.
 - The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional within 21 school days.
 - A copy of the ITP shall be given to the youth, parent or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
- The ITP shall be reviewed at least every sixty (60) days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.
- A Treatment Team meeting shall be held thirty (30) days prior to a youth's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team

members in attendance. Each student must meet with the Treatment Team at least once prior to returning to their home school.

- For any youth transitioning back to the regular public school setting, a transition plan shall be completed and a transitional planning conference may be held ten (10) school days prior to the youth's anticipated release to support the youth in their reentry into the appropriate school setting.

Medical

- Provide access to emergency medical and dental care while youth are at the program.
- Health care procedures shall be written in the program's Standard Operating Procedure Manual.
- Health trained staff shall coordinate the provision of health care according to school district policy.
- Only personnel trained in the administration of medication shall perform the administration of medication.
 - Medication shall be counted for accuracy upon arrival at the school.
 - Medication shall be secured using key control procedures.
 - Staff administering medication shall initial the Medication Administration Record (MAR) each time a dose is administered.
 - Controlled substances are double locked and counted and recorded each time the medication keys change hands.
 - Medication that is prescribed by a health care provider shall be administered following the established treatment plan.
 - Over-the-counter medication shall be administered by health-trained staff following school district policy.
- Parental consent shall be obtained upon admission for medical, dental, and behavioral health treatment.
- Any medical attention administered shall be recorded in the student's file.
- Students shall be screened for any health care needs on the day of admission. If a problem is suspected, parents or guardian shall be contacted and assisted, if appropriate, in finding the proper community resources.
- Proof of immunization shall be required within 30 program days of admission. 902 KAR 2:060
- Family planning education and counseling regarding aspects of sexuality shall be available in the program or by referral to appropriate community providers.
- Emergency medical back-up plans shall be included in the program's Standard Operating Procedure Manual. These plans shall include an alternative hospital emergency service or a primary health care provide "on call" service. Plans shall be communicated to all employees.
- All staff shall be trained to administer first aid while waiting for medical personnel to arrive. First aid kits shall be available.
- When a student is suspected of or observed ingesting chemicals, the Poison Control Center shall be contacted immediately. Care shall be provided per Poison Control Center instructions.
- Students shall be screened for drug and alcohol abuse prior to admission to the program by trained, gender appropriate staff. Random screenings may be administered based on cause or court order.
- Drug and alcohol relapse prevention education shall be provided.
- Students who demonstrate signs of intoxication or withdrawal shall be transferred for medical clearance.

- If a student is seriously injured, seriously ill or attempted suicide, the student's parents and the DJJ Commissioner shall be immediately notified. An incident report shall be completed and forwarded to DJJ Administration within twenty-four (24) hours.
- In the case of a student death, Emergency Medical Services (EMS) and law enforcement via 911 services shall be immediately notified.
 - Staff on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques.
 - The school shall notify the DJJ Commissioner and the Juvenile Service Worker (JSW) as soon as possible.
 - Staff shall not provide statements to the press.
 - Staff with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified and pronouncement of death given, subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR.
 - A complete copy of all records relating to the youth shall be forwarded to the DJJ Office of Legal Counsel within seventy-two (72) hours.
- Schools shall not discriminate against a student with Human Immunodeficiency Virus, Acquired Immunodeficiency Syndrome, or Sexually Transmitted Infection (HIV, AIDS, and STIs).
 - The following factors may assist in determining whether to continue placement in school:
 - The ability of the student to manage aggressive or sexual behaviors;
 - The maturity and ability of other students in the program to protect themselves from infection; and
 - The availability of medical treatment, as needed.
 - These factors shall not in themselves preclude the student's continuation in the program, but shall be considered in relationship to the program's structure and supervision capabilities.
- An infection control program shall be in place to monitor the incidence of infectious and communicable diseases among students. The program shall:
 - Promote a safe and healthy environment;
 - Reduce the incidence and spread of disease;
 - Assure that student infected with these diseases receive prompt care and treatment; and
 - Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

Behavior Management System

- Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
- Disciplinary measures shall not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- Students shall be made aware of the rules, consequences, and safety and security responses as part of the program orientation.
 - Students shall receive a student handbook upon admission.
 - Rules and sanctions shall be conspicuously posted in the school.

- A system of graduated responses for rule violations shall be established.
- Incentives may be used to reward or motivate positive behavior.
- The program's system for behavior management shall include alternative to suspension and expulsion.
- Before a DJJ youth is considered for a home school program by other means than expulsion or homebound via doctor, it must be approved by DJJ.
- Sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and staff.
 - Sanctions shall:
 - Be used when dealing with unacceptable behavior; and
 - Be natural, logical, and appropriate.
 - Sanctions shall not:
 - Be used to demonstrate a staff member's authority over students;
 - Be physically abusive, verbally abuse, or used to dehumanize or humiliate youth;
 - Include the withholding of meals, snacks, educational access, required recreation; or
 - Include the use of restraints or isolation.
- Any sanctions issued for a rule violation shall be documented in the student's ICR.
- Staff shall model appropriate behavior.
- Staff shall discourage and deter inappropriate behavior by students.
- Staff shall reinforce positive behavior by students.
- Staff shall utilize least restrictive behavior management techniques that will safely manage student behavior.
- Staff shall utilize approved and trained methods for the management of youth.
- Physical restraint shall only be used when a youth presents a clear danger to himself, others, or property and shall only be performed by staff trained in the program's approved physical restraint procedures according to school district policy.
- Any use of physical restraint or management shall be documented.
- Mechanical restraints are prohibited.
- Incidents which present an imminent threat to the safety or security of a DJJ committed student shall be immediately reported to DJJ Commissioner. An incident report shall be completed.
- No individual student or group of students shall be given control or authority over other students.

Environmental

- School shall comply with applicable federal, state and local sanitation and health codes.
- An Environmental Health and Safety Plan shall be included in the program's Standard Operating Procedures Manual. The Environmental Health and Safety Plan shall include procedures for:
 - Annual inspection of the program's potable water source and supply conducted by the local company supplying the program's water;
 - Handling and disposing of liquid and solid waste in compliance with the requirements of all local, state, and federal agencies;
 - Handling and discarding of contaminated materials and sharps in compliance with OSHA Standard 1910.1030;

- Universal Precautions and the issue and use of Personal Protective Equipment (PPE) in compliance with OSHA Standard 1910.1030;
- A vermin and pest control program; and
- Routine inspection for general cleanliness.
- School shall provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the medical and religious requirements of individual students.
 - Food services shall comply with applicable state and local sanitation and health codes, including applicable sections of the State Food Service Code 902 KAR 45:005.
 - All foods shall be properly stored using guidelines of the local Health Department.
- Animals housed in the school shall have a written plan of care, which includes staff responsibilities.
 - All animals shall have adequate immunizations, licenses, and humane treatment.
 - Student encounters with animals shall be supervised for protection of the student and the animal.

Safety and Security

- School shall follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
- Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all staff annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
 - Establish primary and secondary escape routes for all rooms. Post the routes in each room by any doorway used for evacuation.
 - Identify the best available severe weather safe zones and post the locations of safe zones in each room of the school.
 - Develop practices for students to follow during an earthquake.
 - Develop and adhere to practices to control access to the school building.
 - Conduct emergency response drills to include severe weather drills, earthquake drills, and lockdown drills according to KRS 158.162 (5).
- The district shall have an anonymous reporting tool that allows students, parents, and community members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials.
- If the school district is participating in a Kentucky Center for School Safety audit, the contracted day treatment program shall be included in the audit process.
- The school shall promote safe work practices and minimize illness and injury to employees and students through the reduction of exposure to blood borne pathogens in accordance with the Occupational Health and Safety Standards (OSHA reference 29 CFR 1910.1030).
- Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
- All entrance doors shall be locked at all times.
- School shall establish procedures, which provide for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment and flammable, toxic, caustic, and other hazardous (FTC) materials. Standard Operating Procedures shall include:
 - Inventory procedures for all tools, sharps, and FTC materials stored within the school.
 - A tool control system.

- Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

Alleged Abuse Reporting

- Procedures for following KRS 620.030. Duty to report dependency, neglect, or abuse.
- Procedures to notify the Department's Education Branch of any alleged abuse within the program within 24 hours of becoming aware of the allegation.
- Procedures to notify the Department's Education Branch immediately of the media's request for information and/or coverage of the day treatment, its personnel or youth actively enrolled in the program.

Training / Professional Development

- Procedures for training and professional development shall include:
 - Training to maintain adequate and competent staff necessary to provide services;
 - Initial training that includes: program operating procedures; working with at-risk youth; behavior management system; youth orientation handbook; physical restraint skills; program safety security procedures; and suicide signs and symptoms;
 - A yearly training plan for each staff that includes a review of: physical restraint skills; program safety/security procedures; suicide signs and symptoms, and new or revised standard operating procedures;
 - Documentation of training; and
 - Demonstrate an effort to establish a program-wide positive behavioral environment for both staff and students such as the Positive Behavioral Interventions and Supports (PBIS) program.

Management/Leadership

- One full-time, on-site principal/head teacher/school administrator is responsible for all aspects of the program.
- One full-time, on-site principal/head teacher/school administrator will participate in management meetings/trainings designed by DJJ for Contracted Day Treatment Program Directors.
- One full-time, on-site principal/head teacher/school administrator shall ensure:
 - Staff adherence to procedures manual;
 - Submission to DJJ by the 5th of each month a complete, accurate, and cumulative Monthly Medicaid Report;
 - Submit to DJJ by the 15th of each month a completed program report to include expenditures. Procedures are in place to address youth absences from the program and to accurately report absences in Infinite Campus;
 - Monthly auditing of youth treatment files for content, timelines met, and quality of documentation;
 - All files are audited at least quarterly;
 - Youth treatment files are uniformly compiled;
 - Youth treatment files are kept confidential and secure;

- Staff adhere to Employee Code of Ethics/Conduct;
- Documentation of monthly staff meetings that includes an agenda, sign-in with name and title of those in attendance and meeting minutes;
- Program staff cooperates during the annual Education Branch monitoring;
- The program will encourage completion of all student surveys, staff surveys, and collateral contact surveys requested as part of DJJ monitoring;
- When requested, a Program Improvement Plan is developed and submitted within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
- There is a process for evaluating employees' performance;
- Substitute teachers are available when teachers are absent all or part of a school day;
- There is a plan to ensure adequate housekeeping and maintenance of the facility
- There is annual review of Standard Operating Procedures, and approval;
- Standard Operating Process are made available to all staff and volunteers; and, available community resources are identified and utilized.

Budgets

The budget should incorporate the total revenues and sources, confirmed or estimated and total expenses. Revenues should include the request from the Department, as well as any other projected incomes. Total expenses should include itemized personnel costs for each position and itemized operating cost. Personnel cost, transportation, training and other expenses must be clearly identified by amount and source in this budget.

Operating costs of the facility, food, and transportation should be worked out with the local Board of Education. Your budget request from the Department should include personnel, fringe, and those operation costs directly attributed to treatment service personnel. The total prepared budget should, however, reflect total program costs and all sources of revenues. Please note, teacher's salaries and benefits should not be funded by the Department of Juvenile Justice. If you put the teacher's salaries and benefits under DJJ costs, you will be requested to realign your budget.

The budget narrative is an explanation of each line item of the budget. Any total cost which has more than one component in the total, should be broken down into individual costs, for example, fringe benefits could include F.I.C.A. and health insurance.

YOUR BUDGET MUST CLEARLY REFLECT WHAT LINE ITEM (S) ARE BEING CHARGED TO THE DEPARTMENT PORTION OF THE BUDGET, AND WHAT ITEM (S) WILL BE CHARGED TO OTHER FUNDING SOURCES.

Attachments

Need not contain any narrative explanation, but should include copies of the following documents:

- Articles of Incorporation (if incorporated);
- Copy of standard operating procedures and policies;
- 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;
- A daily program schedule for instructional/treatment time per day for each day beyond the local school district calendar;
- An organizational chart detailing the lines of supervision, positions, names and titles for each individual;
- Staff vitae;
- Copy of Youth Orientation Handbook; and
- Comprehensive Inventory of items valued at over \$500 with an estimated life of one year or more purchased through this funding source.

Conditions:

The Department reserves the right to fund all, part, or none of any individual services to the extent necessary to maximize the provision of Day Treatment Services. Receipt of an application by the Department or submission of an application to the Department confers no rights upon the submitting agency nor obligates the Department in any manner. The Department of Juvenile Justice retains sole discretion to determine whether to provide funding to a Day Treatment program.

Applicants are advised that: a) Any contract awarded shall be governed by applicable laws of the Commonwealth of Kentucky; b) The contents of the successful renewal application shall become part of any contract awarded; and c) The Department reserves the right to request application amendments or modifications after the initial receiving date and during the entire contract period.

Please send an original and (1) copy of the renewal application and required documents by 4:00 p.m.

E.S.T., May 8, 2022, to: Shannon Jett
 Department of Juvenile Justice
 1025 Capital Center Drive, 3rd Floor
 Frankfort, Kentucky 40601

CONTRACTOR NAME: _____

NAME OF STAFF MEMBER

POSITION/TITLE OF STAFF MEMBER

Date:

LEGAL DOCUMENTATION AUTHORIZATION

I hereby authorize the following person(s) to sign agency legal documents from this agency in accordance with the terms of the contract with the Justice Cabinet/Department of Juvenile Justice.

PRINTED NAME

SIGNATURE

1.

2.

3.

Authorized Official's Signature

Title

Agency Name

Address

Date: _____

INVOICE AUTHORIZATION

PRINTED NAME

SIGNATURE

1.

2.

3.

Authorized Official's Signature

Title

Agency Name

Address

SAMPLE BUDGET
TOTAL BUDGET

Revenues

Department of Juvenile Justice (Current Allocation)	\$
United Way	\$
Other, describes source & amount	\$
Total Revenues	\$

Expenses

Total Expenses

*Department

Other Sources

Personnel Costs: (excluding teacher salary)

Director (full-time)			
Counselor (full-time)			
Aide (half-time)			
Training/professional development			
Technology/services:			
Fringe:			
Other (describe):			

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Operating Costs:

Rent:			
Utilities:			
Telephone:			
Office Supplies:			
Postage:			
Cleaning Supplies:			
Food:			
Insurance:			
Transportation:			
Other (describe):			
Total:			

*Specific line items being charged to the Department Request

REQUIRED INFORMATION THAT MUST BE SUBMITTED:

1. Your agency's Standard Operating Procedure Manual including policies that clearly detail all the information that has been required in pages 2-6. Please send only the procedures that are requested in the application.
2. A Budget that reflects the total funding of your program for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) and Fiscal year 2024 (July 1, 2023 through June 30, 2024).
3. A Budget Narrative for any total cost which has more than one component in the total, should be broken down into individual costs, for example, fringe benefits should include F.I.C.A. and health insurance.
4. Completed page(s) 8, 9, and 10.
5. An organizational chart detailing the lines of supervision, positions, names and titles for each individual;
6. Copies of Staff Vitae's.
7. A school calendar for Fiscal Year 2023 and Fiscal Year 2024 (July 1, 2022 through — June 30, 2024). This calendar shall detail the local school district instructional days, instructional/direct service days

beyond the local school district calendar, professional development days, holidays, vacation days, and any non-instructional days.

8. A daily program schedule for instructional/treatment time per day for each day including beyond the local school district calendar.
9. In the daily schedule, show theme-based, student-centered, or project-based instruction for students.
10. A copy of the Youth's Orientation Handbook.
11. Comprehensive Inventory of items valued at over \$500 with an estimated life of one year or more purchased through this funding source.
12. You will send an original copy of the requested information and attachments and one (1) copy of all the material.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature	Printed Name
Title	Date

Company Name _____
Address _____

Commonwealth of Kentucky Vendor Code (if known) _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:	PON2 523 2200002370	Version: 1	Record Date:
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Document Description:	BULLITT COUNTY DAY TREATMENT PROGRAM
Cited Authority:	FAP111-44-00 Memorandum of Agreement
Reason for Modification:	

Issuer Contact:	
Name:	Sara Briggs
Phone:	502-892-3597
E-mail:	SaraB.Briggs@ky.gov

Vendor Name:	BULLITT COUNTY BOARD OF EDUCATION	Vendor No.:	KY0035332
1040 HWY 44 EAST		Vendor Contact	
SHEPHERDSVILLE KY 40165		Name:	KAREN WEAVER
		Phone:	502-543-2271
		Email:	KAREN.WEAVER@BULLITT.KYSCHOOLS.US

Effective From: 2022-07-01 **Effective To:** 2023-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		DAY TREATMENT PROGRAM	\$0.000000	\$129,217.50	\$129,217.50

Extended Description:

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

Effective From: 2023-07-01 **Effective To:** 2024-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		DAY TREATMENT PROGRAM	\$0.000000	\$129,217.50	\$129,217.50

Extended Description:

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

Shipping Information:	Billing Information:
DJJ - Fiscal Branch	DJJ - Fiscal Branch

1025 Capital Center Drive Bldg #3 - 3rd Floor Frankfort KY 40601	1025 Capital Center Drive Bldg #3 - 3rd Floor Frankfort KY 40601
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TOTAL CONTRACT AMOUNT:	\$258,435.00
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Memorandum of Agreement Terms and Conditions

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 Bullitt County Board of Education (“the Contractor”) to establish an agreement for Day Treatment Services. This MOA is effective from July 1, 2022 through June 30, 2024.

Scope of Services:

I. Definitions:

For the purposes of this MOA, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “Commonwealth data” means any data or information, regardless of form or characteristic, including but not limited to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, collected or obtained by the Contractor pursuant to this MOA.
2. “Contractor employee” means an agent, employee, subcontractor, vendor, volunteer, or any other individual or entity acting on behalf of the Contractor that provides services pursuant to this MOA.
3. “Department” means the Department of Juvenile Justice.
4. “PREA” means the Prison Rape Elimination Act, 34 U.S.C.A. § 30301, et seq., (formerly cited as 42 U.S.C. §15601, et seq.).
5. “Remote services” means services provided pursuant to this MOA that are delivered by remote communications technology including but not limited to the internet, interactive and non-interactive web-based communication, telephone, and audio-visual recordings, for the purpose of delivering and/or receiving services and information while a student and the Contractor are at different locations.

II. Materials Incorporated by Reference

1. – Department of Juvenile Justice’s Program Application

III. Department Terms and Conditions

A. The Commonwealth may

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 may 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.
 - 3.1. The Commonwealth reserves the right to provide training by means of remote communications technology.
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 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.

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- 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.

B. The Commonwealth may:

1. Require the Contractor to implement applicable federal, state, and local requirements and advisories pertaining to any pandemic that occurs during the contract period when providing services pursuant to this MOA.
2. Authorize the Contractor to perform remote services pursuant to this MOA as needed to comply with applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic.

C. 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 Education Branch of the Department, within the actual budgetary limitations for the term of this Agreement.
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.
 - 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.
4. Provide a minimum of 210 instructional/direct service days during each fiscal year of the contract.
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's 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.

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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. 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.
 - 14.1. The monthly report shall contain a roster of daily student attendance which shall include age, gender, and race of each student.
 - 14.2. The Commonwealth shall have the right to deny payment for any report not submitted in accordance with this provision.
15. 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.
16. 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:
 - 16.1. an accurate count of student average daily attendance
 - 16.2. administering pre- and post- tests to each student for evaluation purposes per the ITP; and
 - 16.2.1. In the event tests are not administered, the Contractor shall document reasons for this.
 - 16.3. Responding to the Commonwealth's specific requests for information.
17. Upon request by the Commonwealth, submit a status report on the program's goals and objectives and the critical incident report summary.
18. Submit by the 5th of each month a complete, accurate and cumulative Monthly Medicaid Report for the current fiscal year.
19. Permit Commonwealth employees and agents to monitor and evaluate services being performed.
20. Submit all records and documentation of service provision regarding contracted and subcontracted services to the Commonwealth when requested for monitoring purposes.
21. Respond to monitoring, fiscal, and/or program exceptions established by evaluation monitoring and/or audit of this MOA, and promptly settle any monitoring, fiscal, and/or program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by the Commonwealth.
22. Respond to a Statement of Deficiencies submitted by the Commonwealth by submission of and compliance to a Plan of Correction based on monitoring results.
23. 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 be responsible for fiscal and program exceptions established by audit of this contract, and promptly settle any audit exceptions by methods approved by the Commonwealth.
24. 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, or issue 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.
25. Provide the Commonwealth with a current electronic copy of the Contractor's Standard Operating Procedures ("SOP") manual.
 - 25.1. This manual and all subsequent changes must be received and approved by the Commonwealth before procedures are implemented.
26. Review and update Contractor's SOP annually.
27. Document within each employee's training file that they have read and understand the contents of the Contractor's SOP Manual annually.
28. 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.
29. Maintain training records including initial and on-going training, as well as an annual training plan for each staff based upon position/duties.
30. Develop yearly Facility Training Plans for all staff that includes, but is not limited to:
 - 30.1. Physical Skills Review(s);

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- 30.2. Emergency Procedures/Fire Safety;
- 30.3. Bloodborne/ Airborne Pathogens;
- 30.4. Suicide Signs and Symptoms;
- 30.5. review of new or revised SOP; and
- 30.6. Any other training deemed necessary by the Contractor or the Commonwealth.
- 31. Provide and/or secure appropriate orientation and in-service training for staff responsible for the services delivered under this contract.
- 32. Upon request, assist the Commonwealth in training involving contracted services and related agency skills and resources.
- 33. Comply with all state licensing requirements and standards for all contract services.
- 34. Ensure that youths aggrieved by actions rising from service rendered under this MOA shall have the right to file a grievance with the possibility of a hearing.
 - 34.1. The Contractor is responsible for setting up procedures to deal with grievances.
- 35. 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.
- 36. Acknowledge that the Contractor is responsible for fulfillment of the terms of this MOA with the Commonwealth whether or not subcontractors are used.
- 37. 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 Contractor or the Commonwealth and a new provider is secured.
 - 37.1. 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.
- 38. 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.
 - 38.1. 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.
- 39. Ensure that a monthly staff meeting is held and that documentation includes agenda, roster, time and place of meeting.
- 40. 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.
- 41. Submit documentation regarding Contractor’s zero tolerance environment policies to the Commonwealth.
- 42. Comply with PREA, all applicable PREA National Standards (28 C.F.R. Part 115), which can also be found at <https://www.prearesourcecenter.org>, and all applicable Commonwealth’s policies related to PREA which can be found at <https://djj.ky.gov/Policy%20Manual/Pages/default.aspx>.
- 42.1. If the Contractor’s facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of residents’ identifying information, upon intake of a resident, the Contractor shall request that the resident sign a written consent form that authorizes facility personnel to release the resident’s identifying information in response to a request from a Commonwealth employee or the Commonwealth’s Internal Investigations Branch conducting an administrative PREA investigation at the facility regarding an allegation of sexual abuse or harassment.
- 42.2. Failure to comply with PREA standards and related Department policies may result in termination of this Agreement.
- 43. Self-monitor its activities and facilities for compliance with PREA standards and Commonwealth policies.
 - 43.1. The Commonwealth may conduct announced or unannounced compliance monitoring that may include on-site monitoring visits.
- 44. Be subject to a U.S. Department of Justice (DOJ) PREA audit per the DOJ audit cycle if the Contractor provides residential services for youth and 50% of the Contractor’s population is youth committed to the Commonwealth.
- 45. Be responsible for all costs associated with any PREA audits.

D. The Contractor may

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

IV. Justice and Public Safety Cabinet Terms and Conditions

1. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to, KRS 61.931, et seq., the Family Educational Rights and Privacy Act (and associated regulations), the Health Insurance Portability and Accountability Act (and associated regulations), and the Kentucky Model Procurement Code (and associated regulations, including 200 KAR 5:021).
2. The Contractor shall comply with all applicable Commonwealth Office of Technology policies and procedures, including but not limited to:
 - 2.1. Kentucky Information Technology Standards (KITS) (<http://technology.ky.gov/Governance/Pages/KITS.aspx>);
 - 2.2. Enterprise Security Policies (<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>);
 - 2.3. Enterprise Policies (<http://technology.ky.gov/policy/pages/policies.aspx>); and
 - 2.4. Enterprise IT Policies (<https://finance.ky.gov/Pages/index.aspx>)
3. To the extent permitted by law, the Contractor shall report to the Commonwealth in writing, within three (3) business days of the discovery, any acts or omissions constituting a violation of (1) this Agreement; (2) applicable federal, state, or local laws, regulations, or ordinances; or (3) applicable COT policies and procedures.
4. The Contractor agrees that it will not disclose Commonwealth data without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives Commonwealth data solely for the purposes of this Agreement, and that its receipt of Commonwealth data in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Agreement.
5. The Contractor shall ensure that all access to Commonwealth data by Contractor employees is limited to only those Contractor employees with a necessary and essential purpose to fulfill the terms and conditions within this Agreement.
6. The Contractor shall not sell or resell Commonwealth data.
7. Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.
8. No change, waiver, or discharge of any liability or obligation under this Agreement by the Commonwealth on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
9. No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.
10. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.
11. The Contractor agrees that any violations of this Agreement may result in the immediate termination of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
12. The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
13. If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.
14. Contractor shall procure and maintain in effect during the term of this Agreement all permits, certifications, insurance, and licenses required by law for the performance of the work to be performed pursuant to this Agreement.
15. The Contractor shall require all contractor employees to comply with all applicable provisions of this Agreement.
16. Except as otherwise expressly provided herein, all notices, requests, or other communications provided for in, or pertaining to, this Agreement will be made in writing either: (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request, or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party it is sent to if by United States mail or express courier service; provided, however, that if a

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notice, request, or other communication is not received during regular business hours, it will be deemed to be received on the next succeeding business day.

17. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, and matters of defense, now available or hereafter made available, to the Commonwealth of Kentucky, and any of its cabinets, departments, bureaus, agencies, officers, agents, or employees.
18. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.

Pricing:

The Commonwealth shall

1. Reimburse the Contractor for day treatment services pursuant to this MOA in compliance with the approved application on file. The total value of this MOA shall not exceed \$129,217.50 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 the 15th of each month except for June. The June invoice is due by July 1.
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.
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 addresses:

Department of Juvenile Justice
 Attn: **Shannon Jett**
 1025 Capital Center Drive, 3rd Floor
 Frankfort, KY 40601
 Email: Shannonm.jett@ky.gov

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**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.

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

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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

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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,

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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

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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.

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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

Date

Printed Name

Title

2nd Party:

Signature

Date

Printed Name (contractor)

Title

Other Party:

Signature

Date

Printed Name

Title

Approved as to form and legality:

Signature

Date

Attorney, Justice & Public Safety
Cabinet

Printed Name

Title