

Commonwealth of Kentucky
Court of Justice
PON2 2300003802

Agency: Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601
502-573-2350

Vendor Name: Fayette County Public Schools

Agreement Period: July 1, 2023 - June 30, 2024

Total Cost: Not to exceed \$42,500.00

This Memorandum of Agreement is entered into this **1st day of July 2023** by and between the Administrative Office of the Courts (AOC) on behalf of the Fayette County District Court, and Fayette County Public Schools (Contractor).

WITNESSETH:

WHEREAS, Fayette District Judges Melissa Moore Murphy and Lindsay Hughes Thurston have established a Juvenile Treatment Court (JTC) in Fayette District Court, which will act as an alternative sentencing court by combining case management, judicial oversight, mental health assessments, treatment, and drug testing to create an individual plan for each participant;

WHEREAS, the AOC is the fiscal agent for the Court of Justice and, as such, holds funds donated to the Fayette District Court JTC and provides accounting functions, funds management functions, and other administrative functions for the Fayette District Court JTC;

WHEREAS, the JTC requires the services of a Program Manager (Court Liaison) to assist with programmatic administration of the Fayette District Court JTC;

WHEREAS, the AOC has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function;

WHEREAS, the Contractor, is available and qualified to perform such function;

WHEREAS, for above-mentioned reasons, the AOC desires to avail itself of the services of the Contractor;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. Scope of Services

A. Contractor will hire an employee to provide program coordination services for the Fayette District Court JTC.

1. The employee will be a full-time employee and will, at all times, be an employee of the Contractor and not a Kentucky Court of Justice employee.

2. Contractor will all necessary equipment for the employee and an office for use of the employee when providing services to Fayette County Public Schools.

3. The employee must dedicate 20 hours of work per week to the Juvenile Treatment Court.

4. The employee will act as Program Manager for the Fayette District Court JTC.

B. Contractor agrees that Fayette District Judges Lindsay Hughes Thurston and Melissa Moore Murphy will participate on the hiring committee for the employee.

C. The selected candidate must have the following minimum experience, education, and training:

1. Master's Degree in Social Work, Education, or Psychology; and

2. A minimum of three (3) years' experience in a position working with and/or providing direct services to youth.

3. Administrative experience is preferred.

D. The Program Manager must provide the following services for the Fayette District Court JTC:

1. Facilitating referrals of potential participants to be considered for admission into Juvenile Treatment Court;

2. Fostering and maintaining communication, as a point of contact, between the Juvenile Treatment Court, a Juvenile Treatment Court program participant and his/her parent or guardian;

3. Facilitating and directing Juvenile Treatment Court program participants to community mental health/substance use disorder partners/providers for participants to complete their individual participant plan;

4. Assisting and managing achievements and monitoring phase advancement of Juvenile Treatment Court participants;

5. Maintaining each program participant's file/court records, ensuring they are up-to-date and kept confidential;

6. Organizing and attending staff meetings prior to the Juvenile Treatment Court sessions;

7. Maintaining/keeping up to date any Memoranda of Agreement/Understanding between the Juvenile Treatment Court and mental health provider/substance use disorder partner agencies;

8. Organizing and maintaining data related to Juvenile Treatment Court measured deliverables and outcomes;

9. Assisting in forging partnerships between the Juvenile Treatment Court, public agencies, and community-based organizations to generate local support and enhance the Juvenile Treatment Court's community reach and effectiveness.

10. Overseeing interns; and
11. Overseeing any other pertinent issues/duties as assigned relating to Juvenile Treatment Court.

E. Services provided to the JTC will be performed in the Robert F. Stephens District Courthouse.

F. Technical Representatives

Notification to the Fayette County Public Schools shall be provided to:

Shelley Chatfield, FCPS Legal Counsel
Fayette County Public Schools
450 Park Place
Lexington, KY 40511
(859) 381-4100
shelley.chatfield@fayette.kyschools.us

Dedeeh Newbern, FCPS Director of Student Support Services
Fayette County Public Schools
450 Park Place
Lexington, KY 40511
(859) 381-4100
dedeeh.newbern@fayette.kyschools.us

Notification to the Fayette County District Court shall be provided to:

Hon. Judge Melissa Moore Murphy
Fayette County District Court
150 N. Limestone
Lexington, KY 40507
(859) 246-2228
MelissaMurphy@kycourts.net

Hon. Judge Lindsay Hughes Thurston
Fayette County District Court
150 N. Limestone
Lexington, KY 40507
(859) 246-2228
LindsayHughesThurston@kycourts.net

Notification to the AOC Division of Procurement shall be provided to:

AOC Division of Procurement Manager
1001 Vandalay Drive
Frankfort, KY 40601
ashleyhooker@kycourts.net

II. Responsibilities of the Court of Justice

A. Fayette District Judges Lindsay Hughes Thurston and Melissa Moore Murphy will provide direction to the Program Manager.

B. Fayette District Judges Melissa Moore Murphy and Lindsay Hughes Thurston will monitor services provided to the JTC to ensure they are provided in accordance with Article I.D. of this Agreement.

C. Fayette District Court will provide office space for the Program Manager to use while providing services to the JTC.

D. The AOC will provide the Program Manager with access to CourtNet, and an ID Card for access to the court facility

III. Confidentiality

In the event that the services provided pursuant to this Agreement results in an exchange of confidential information, Contractor shall maintain said confidentiality unless such nondisclosure of information would constitute a violation of law. Contractor acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from JTC identifying or otherwise relating to the participants in the JTC program, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and may not use or disclose the information except as permitted or required by this agreement or by law.

Contractor agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Contractor agrees to us appropriate safeguards to prevent the unauthorized use or disclosure of the protected information and agrees to report to JTC any use or disclosure of the protected information not provided for by this agreement of which it becomes aware.

In addition to alcohol or drug abuse patient records, confidential information may include, but is not limited to, participants' eligibility assessment, information supplied by a child to a court-designated worker protected by KRS 630.060 and KRS 510,030, juvenile court records protected by KRS 610.340, mental health treatment information protected by KRS 202A.091 or KRS 202B.180, and any other information that the Court of Justice has an obligation to maintain as confidential. Contractor agrees that except as authorized by JTC in the performance of its duties, it will not directly or indirectly use or disclose to anyone any such confidential information, whether during the term of this Agreement or after this Agreement terminates.

Contractor must advise the selected candidate of the confidential nature of information maintained by the JTC and ensure that the Program Manager signs a Nondisclosure Agreement agreeing to the same restrictions and conditions that apply to Contractor in this Agreement. Contractor shall provide a copy of the executed Nondisclosure Agreement to Fayette District Judges Lindsay Hughes Thurston and Melissa Moore Murphy.

Although the Fayette District Court JTC program is fiscally managed by the AOC and is therefore exempt from the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the JTC team is cognizant of the confidential nature of communications relating to protected health information and will exercise reasonable care when sharing sensitive participant information with the team.

IV. Payment

A. AOC shall pay an amount not to exceed \$42,500.00 to Contractor for services and operating expenses. Contractor shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties in a Modification to this Agreement.

Payment for the services provided will be based upon actual wages, Medicare, KTRS, unemployment, workers compensation, and operating expenses paid by Contractor for the Program Manager position during the Agreement period, but shall not exceed \$42,500.00.

B. Agreement period: July 1, 2023 – June 30, 2024

C. Invoices

1. Contractor shall submit monthly invoices and invoice detail to the Administrative Office of the Courts.

2. Invoices must include, at a minimum, the following detail showing amounts spent per month to provide services:

a. Salary, Medicare, KTRS, Unemployment, Workers' Compensation, and retirement for personnel.

b. Detailed receipts for any operating expenses.

3. Contractor shall submit invoices to the AOC Division of Accounting Services by the 10th of each month, except for the final invoice.

4. Contractor shall submit the final invoice to be received by AOC **no later than July 5, 2024.**

5. Contractor's Invoices shall be submitted to the AOC Division of Accounting Services at accounting@kycourts.net or mailed to:

Administrative Office of the Courts
ATTN: Division of Accounting
1001 Vandalay Drive
Frankfort, Kentucky 40601

D. This Agreement is subject to the approval of the Government Contract Review Committee of the Kentucky General Assembly. Payments shall not be authorized for services rendered after the Government Contract Review Committee's disapproval, unless the decision is overridden by the Chief Justice of Kentucky or the Director of the Administrative Office of the Courts.

E. The AOC will make payment within thirty (30) working days of receipt of undisputed invoices.

V. Standard Terms and Conditions

Effective Date

Contract period: July 1, 2023 - June 30, 2024

No payment shall be made under this contract until the Director of the Administrative Office of the Courts or authorized designee has approved and signed the contract.

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after the CRC's disapproval, unless the decision of the CRC is overridden by the Director of the AOC.

Prohibition Against Assignment

Notwithstanding any other provision of this Agreement, Contractor warrants that it shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust, company, or other financing institution

Access to Records

Contractor agrees that the AOC or its designee shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review.

Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Indemnity

To the extent permitted by the Kentucky Board of Claims Act, KRS 49.040-49.180, and other applicable law, Contractor shall hold and save the AOC, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages or defense of suits of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract.

Cancellation

Either party may terminate this Agreement at any time for failure of the other party to comply with the material terms or conditions of this Agreement, by giving written notice to the other party, effective thirty (30) days following receipt, provided that the defaulting party is provided a reasonable time within which to remedy such deficiencies. The AOC may cancel this Agreement without cause on a thirty (30) day written notice.

If this Agreement is terminated by either party or cancelled by the AOC, the AOC is only responsible for payment of services completed before the date of termination or cancellation. Any and all project data, reports, and information supplied by AOC to Contractor shall remain the property of the AOC upon project completion or cancellation, including but not limited to,

the originals and copies of documents , manuals, reports, notebooks, notes, memoranda, records , photographs, drawings, plans , papers or any other recorded written or printed matter (including all forms of electronically recorded data and information, computer programs and software) made available to Contractor by AOC during Contractor 's performance of services, whether or not such documents contain confidential information. Contractor also agrees that, upon request Contractor will certify in writing that Contractor has returned all property belonging to AOC.

If this contract is completely or partially terminated or cancelled, the records relating to the work terminated or cancelled shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

Funding Out Provision

The AOC may terminate this contract if funds are not appropriated to the AOC 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 contract. The AOC shall provide the Contractor thirty (30) calendar days written notice of termination of the contract.

Conflict of Interest

The Contractor certifies that it is legally entitled to enter into this contract with the AOC, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or the Personnel Policies of the Court of Justice.

Social Security

The parties are cognizant that the AOC is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Contractor.

Violation of Tax and Employment Laws

KRS 45A.485 requires the Contractor 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 the state sales and use tax, corporate and utility 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 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 shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the Contractor's disqualification from eligibility for future state contracts for a period of two (2) years.


Contractor must check one:

X 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).

This agreement constitutes the entire understanding of the parties. By signing this contract, the parties agree that electronic approvals may serve as electronic signatures.

Contractor:


Fayette County Public Schools
6/21/23
Date



AOC:

AOC Director or Designee Date

Reviewed and recommended by:

Judge Melissa Moore Murphy

Judge Lindsay Hughes Thurston

Reviewed as to form and legality:

AOC Legal Counsel

Approved by:

**Carole Henderson
AOC Budget Director**

**Jenny Lafferty
Director of Finance and Administration, AOC**