

**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Julia Dyckman Andrus Memorial, Inc (hereinafter "Contractor"), with its principal place of business at 1156 North Broadway, Yonkers, New York 10701.

WITNESSETH:

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

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

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

ARTICLE I

Entire Agreement; Amendments

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

ARTICLE II

Services

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

Contractor shall provide training and professional development sessions with staff outlined in the Sanctuary Implementation Proposal and Appendix A Scope of Services in the Service Agreement attached, page 9.

### ARTICLE III Compensation

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

Contract Amount:	Not to exceed \$250,000
Progress Payments (if not applicable, insert N/A):	See Appendix B of Service Agreement
Costs/Expenses (if not applicable insert N/A):	See Appendix B of Service Agreement
Fund Source:	SAC Budget Title 1, KECSAC Grant

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 25, 2023 and shall complete the Services no later than October 24, 2026, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

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

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

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

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

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this

Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

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

## ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

## ARTICLE VII Prohibition of Conflicts of Interest

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

## ARTICLE VIII Changes

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

## ARTICLE IX Termination for Convenience of the Board

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

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X Termination for Default

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

## ARTICLE XI Disputes

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

## ARTICLE XII Contractor's Work Product

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

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

## ARTICLE XIII Contract Administrator

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

## ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV  
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of October 25, 2023.

Contractor's Social Security Number or Federal Tax ID Number: \_\_\_\_\_

JEFFERSON COUNTY BOARD OF  
EDUCATION

Julie Dyckman Andrus Memorial Inc.  
CONTRACTOR

By: \_\_\_\_\_

By: Heath Bloch \_\_\_\_\_

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

Title: Heath I. Bloch, LCSW  
President & CEO

Cabinet Member: Robert Moore

\_\_\_\_\_  
(Initials)

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

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

State the date the emergency was declared by the superintendent: \_\_\_\_\_

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

Explain why the vendor is a single source: \_\_\_\_\_

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

State the type of service: Trama responsive problem solving training

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

State the item(s): \_\_\_\_\_

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

State the type(s) of item(s): \_\_\_\_\_

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

State the item(s): \_\_\_\_\_

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

State the location: \_\_\_\_\_

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

Explain the logic: \_\_\_\_\_

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

State the items: \_\_\_\_\_

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

Gatonya Baker

Print name of person making Determination

State Agency Childrens Programs

School or Department



Signature of person making Determination

7-13-23

Date

\_\_\_\_\_  
Name of Contractor (Contractor Signature Not Required)

\_\_\_\_\_  
Requisition Number

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

F-471-1

Revised 05/2011

## SERVICE AGREEMENT

This Agreement ("Agreement"), effective August 15, 2023 (the "Effective Date"), is entered into by and between Julia Dyckman Andrus Memorial, Inc. ("Contractor"), located at 1156 North Broadway, Yonkers, New York 10701 and Jefferson County Public Schools State Agency Children's Programs ("Agency"), located at 8711 La Grange Road Bldg. D, Louisville, KY 40242. Each of Contractor and Agency is individually a ("Party") and collectively Agency and Contractor are ("Parties").

The Initial Term of this Agreement shall be the 36-month period ("Initial Term") commencing on October 1, 2023 and ending on September 30, 2026.

### Section 1: Services and Fees

- I. **Services:** For good and valuable consideration, Agency hereby engages Contractor to provide Agency with the services ("Services") specified in **Appendix A**. Any additional engagements not part of this Agreement may be contracted and performed under a separate agreement that unless otherwise agreed to by the Parties in writing will be subject to Contractor's pricing schedule and expense reimbursement policy for the time period in which the services are provided and the expenses are incurred.
- II. **Fees and Expenses:**
  - a. **Non-Refundable Payment:** Upon execution of this Agreement, Agency shall provide Contractor with a non-refundable payment in the amount specified in **Appendix B** (the "Non-Refundable Payment"). Contractor shall not be obligated to provide any services until Agency has paid the Non-Refundable Payment.
  - b. **Services:** For the services described in **Appendix A**, Agency shall compensate Contractor at the agreed upon rates as provided for in **Appendix B**. Unless otherwise agreed to by the Parties, fees for services will be neither refunded nor reduced based on any of: Agency's failure to attend a scheduled service; Agency's cancellation of services; or attendance by fewer persons than Agency anticipated.
  - c. **Expenses:** Expenses shall cover costs incurred by Contractor in connection with delivering the services described in **Appendix A** and include but are not limited to:
    - i. Travel time fees at a rate of \$60 per hour, per consultant;
    - ii. Transportation costs, including but not limited to air, train, and car travel, parking, tolls and mileage as calculated by US General Services Administration;
    - iii. \$250 per night per consultant for hotel in areas other than metro areas, and \$300 per night per consultant for hotel in metro areas;
    - iv. \$80 per day per consultant for meals;
    - v. Airport parking fees in line with the length of trip;
    - vi. \$10 booking fee on travel expenses; and



vii. Costs of additional materials, shipping costs, and cost of photocopies upon request.

The expenses shall be fair and customary, and Contractor shall use reasonable effort to book economy flights where air travel is required for service delivery.

d. **Invoices:** Contractor will invoice Agency for all services performed in accordance with **Appendix A**, as well as all expenses. Invoices shall identify expenses apart from fees for services, and upon request from Agency, Contractor shall provide documentation to show that expenses have been incurred. Invoices will reflect Year 1 total costs (non-refundable) at signing, Year 2 total costs (non-refundable) at the beginning of Year 2 and Year 3 total costs (non-refundable) at the beginning of Year 3. Omission of a particular service or expense from a particular invoice will not preclude Contractor from including the fees for those services or expenses on a subsequent invoice. Unless otherwise agreed to by the Parties, Contractor shall not pre-bill for services. If the Parties agree that Contractor shall pre-bill for services, Contractor shall retain the right to invoice expenses after services have been provided.

e. **Payment Terms:**

i. Unless Agency disputes an amount that has been invoiced, payments are due within thirty (30) days of the date on which Contractor sends an invoice ("**Invoice Date**"). Failure of Agency to provide notice of a dispute of an amount invoiced within thirty (30) days of an Invoice Date shall be a waiver of all rights to dispute an invoice or any fees or amounts recited therein. If Agency disputes only part of an invoice, Agency shall pay the undisputed amount within the aforementioned thirty (30) day time period. The Parties shall work in good faith to resolve all issues regarding disputed invoices.

ii. Agency agrees to pay 1% per month interest on any invoices not timely paid or disputed under Section 1 (II)(e)(i) and any and all reasonable attorneys' fees and costs incurred by Contractor in connection with recovering payments on outstanding invoices and interest thereon.

## **Section 2: Intellectual Property**

I. **Contractor Intellectual Property:**


a. Contractor is the owner or exclusive licensee of all rights in and to the Sanctuary Model<sup>SM</sup> and the Materials (as defined in Section 2 (I)(b)) and the intellectual property embodied therein and associated therewith, including but not limited to all copyright rights, trademarks, trade names, service names, discoveries, developments, patents, patent applications, inventions (patentable or not), improvements, methods of use or delivery, know-how, data, databases, computer code, and trade secrets (collectively "**Contractor IP**").

b. Contractor reserves all intellectual property rights, including but not limited to copyright and licensing rights, for all training materials and other written works (collectively "**Materials**") that Contractor shares with or otherwise discloses or provides to Agency, whether now in existence or created during the term of this Agreement.

c. Agency has no rights to Contractor IP and no rights to offer the services of the Sanctuary Model<sup>SM</sup> except as provided for under this Agreement. Agency does not have and will not receive any rights to the Materials, the Sanctuary Model<sup>SM</sup>, or Contractor IP.

d. Except as provided in Section 2(IV), Agency shall receive no rights, license, permission to use or other rights to the Materials, the Sanctuary Model<sup>SM</sup>, or any Contractor IP.

II. **Trademarks:** Agency shall not imply that its services are offered under the control of or are sponsored by Contractor or that Agency is in any way affiliated with Contractor. Unless expressly authorized in writing, Agency shall not use any trademark, service mark, or trade name that Contractor owns or to which Contractor is licensed. These trademarks and service marks include, but are not limited to:

- i. Sanctuary Model<sup>SM</sup> ;
- ii. U.S. Trademark Registration No. 2,845,493 for SANCTUARY IN THE SCHOOLS;
- iii. U.S. Trademark Registration No. 3,730,477 for  ;
- iv. U.S. Trademark Registration No. 3,765,868 for ANDRUS CHILDREN'S CENTER;
- v. U.S. Trademark Registration No. 3,765,869 for JULIA DYCKMAN ANDRUS MEMORIAL;
- vi. U.S. Trademark Registration No. 3,765,870 for ANDRUS CENTER FOR LEARNING AND INNOVATION;
- vii. U.S. Trademark Registration No. 4,953,335 for THE SANCTUARY INSTITUTE; and
- viii. U.S. Trademark Registration No. 5,007,150 for ANDRUS.

- III. **Newly Created Intellectual Property:** "Newly Created Intellectual Property" means all works of authorship, discoveries, developments, inventions (patentable or not), improvements, methods of use or delivery, know-how, data, databases, computer code, and trade secrets that are made by either Party in connection with this Agreement. Agency will notify Contractor, promptly and in writing, of any Newly Created Intellectual Property discovered or created by Agency. Agency grants to Contractor a perpetual, non-exclusive, royalty-free, sublicensable, worldwide license in and to any Newly Created Intellectual Property discovered or created by Agency, including but not limited to a right to create derivative works thereof. Any Newly Created Intellectual Property that transforms, modifies, or adapts the Sanctuary Model<sup>SM</sup> or any materials shall be considered a derivative work as that term is defined by U.S. Copyright Law, and shall be owned, and considered authored, exclusively by Contractor. Agency shall execute any documents reasonably requested by Contractor to carry out the intent of this Section 2(III), including but not limited documents to establish and to enforce Contractor's ownership of and rights in any derivative works.
- IV. **Grant of Rights/Permitted Use of Intellectual Property:** Contractor grants Agency a limited, non-exclusive license to use Contractor IP property exclusively for, and limited to, the following activities:
  - i. Implementing the Sanctuary Model<sup>SM</sup> in connection with the services Agency provides; and
  - ii. Analyzing the impact of the Sanctuary Model<sup>SM</sup> on Agency's agents.
 Agency is not permitted to train any other person or entity in the Sanctuary Model<sup>SM</sup> or to disclose Contractor's training techniques to any other person, without Contractor's prior written consent. For avoidance of doubt, Agency is not authorized to create derivative works of any of the Materials.
- V. **Publication Rights:** Agency may publish studies or other outcomes related to the Sanctuary Model<sup>SM</sup> in professional or academic journals, periodicals, or other appropriate publications provided that Agency:
  - i. Transmits to Contractor a copy of the proposed publication before it is published;
  - ii. Receives Contractor's prior written consent to the publish the proposed publication; and
  - iii. Includes the appropriate attribution and recognition with the publication as described in Section 2(VI).
- VI. **Attribution and Recognition:** Any published materials that reference the Sanctuary Model<sup>SM</sup> will credit Contractor by name as the owner of the Sanctuary Model<sup>SM</sup>. Any writing published by Agency without Contractor's participation pursuant to Section 2 (V) will contain the following disclaimer: *The opinions expressed in this material are those of the author(s) and do not necessarily reflect the views of Julia Dyckman Andrus Memorial, Inc.*

### **Section 3: Insurance and Indemnification/Liability**

- I. **Insurance:** Contractor will maintain at its sole expense a valid policy of insurance covering acts or omissions that may give rise to liability for services under this Agreement in an amount generally considered

standard in Contractor's industry. Contractor will give prompt written notice to Agency of any change in Contractor's coverage.

- II. Indemnification/Liability:** To the extent permitted by law, agency agrees to indemnify and to hold Contractor and its employees and agents harmless against all losses, claims, attorney's fees, liabilities, costs, damages, settlements or expenses that result from breach of this Agreement, and/or from negligent or willful acts or omissions from Agency, its agents, or its employees in the performance of any of the obligations or duties related in any way to this Agreement. Contractor agrees to indemnify and hold Agency and its employees and agents harmless against all losses, claims, attorney's fees, liabilities, costs, damages, settlements or expenses that result from breach of this Agreement, and/or from negligent or willful acts or omissions from Agency, its agents, or its employees in the performance of any of the obligations or duties related in any way to this Agreement.

Either Party seeking indemnification shall promptly notify the other Party. The indemnifying Party may use counsel of its choosing and control resolution of a matter for which it is providing indemnification. However, the indemnified Party may object to a selection of counsel or settlement of a matter, provided that any objection is not unreasonable and is made within 14 days of receipt of notice.

This section (Section 3(II)) shall survive for a period of three (3) years after termination of this Agreement.

#### **Section 4: Confidential Information**

- I. General:** The Parties shall safeguard, keep confidential, and not disclose to any other person or entity information pertaining to the other Party's business including, but not limited to, training methods, strategic plans, systems, methods, and in the case of Agency, Contractor IP. The obligations of confidentiality and limited use under this Agreement shall not apply to any information that:
- i. Is or becomes publicly available (except through breach of this Agreement);
  - ii. A Party receives from a third party that is not legally prohibited from disclosing such information; or
  - iii. A Party is required by law to disclose, provided that the other Party is notified of any such requirement with sufficient time to seek a protective order or other modifications of the requirement.

This section (Section 4(I)) shall survive for a period of three (3) years after termination of this Agreement.

- II. Protected Health Information:** If either Party obtains any protected health information during the term of this Agreement, the Party receiving the protected health information will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated under HIPAA as well as all other State and Federal privacy requirements. This Section shall survive for as long as HIPAA, its regulations and applicable State and Federal privacy requirements remain in force.
- III. Personal Identifiable Information (PII) and Data:** If either Party obtains any PII or other information of a third party that is protectable PII or under any data protection law and share that information with the other Party, the Party that first obtains the protected information shall obtain all necessary consents in order to share the information with the other Party. Each Party shall comply with all applicable data privacy and protection laws that are applicable to it.

#### **Section 5: Term, Termination, Postponement, and/or Extension/Suspension**

- I. **Term:** The Initial Term of this Agreement shall be the 36-month period ("Initial Term") commencing on October 1, 2023 and ending on September 30, 2026. The Agreement shall be renewed automatically ("Renewal Term") for a single additional six-month period, unless one Party advises the other, in writing, of its intent not to renew this Agreement no later than ninety (90) days prior to the termination of the Initial Term. If the term of this Agreement is renewed beyond the Initial Term, the fees set forth on Appendix B will be increased for the Renewal Term at a rate of 10% above the fees set forth in Appendix B unless the Parties otherwise renegotiate the fees for the Renewal Term.
- II. **Termination for Cause:** Either Party may terminate this Agreement due to a material breach by the non-breaching Party notifying the breaching Party in writing and allowing the breaching Party ten (10) business days to cure the breach. If the breach is not cured within the specified time period, the non-breaching Party may terminate this Agreement.
- III. **Termination Without Cause:** Either Party may terminate this Agreement without cause by providing the other Party with ninety (90) days advance written notice. If Agency terminates this Agreement without cause, Agency may be required to pay an additional fee up to \$5,000.00, unless Contractor agrees to waive such fee.
- IV. **Postponement or Suspension of Services:**
  - a. Either Party may postpone or suspend the delivery of services by providing the other Party with not less than thirty (30) days advance notice from the date of scheduled service delivery, provided that the postponement or suspension of services allows for completion of delivery of the services within the term of this Agreement as extended by any Renewal Term. The Parties shall work in good faith to accommodate requests to postpone and/or suspend services under this Section 5(IV)(a).
  - b. If a postponement or suspension of services is requested beyond the term of this Agreement as extended by any Renewal Term, and the Parties shall work in good faith and agree to such a postponement or suspension, they shall execute an addendum or amendment to this Agreement.
  - c. If Agency requests a postponement or suspension of services with less than thirty (30) days to ninety (90) days prior to a scheduled service date, the term of this Agreement as extended by any Renewal Term, Contractor will use its good faith and reasonable due diligence with a final attempt to reschedule and accommodate the delivery of services. Otherwise, Agency shall pay an additional fee of up to \$5,000, unless Contractor agrees to waive such fee.
  - d. For any postponement or suspension of services that Agency requests, Agency shall be responsible for any and all expenses that have already incurred, including but not limited to payments or deposits made for travel and lodging, as well as any increase in re-booking fees.

#### **Section 6: Miscellaneous Provisions**

- I. **No Employee/Employer Relationship:** Agency and Contractor intend that the relationship created by this Agreement be that of a service recipient and independent contractor. Contractor shall not be an employee of Agency. Agency shall not be responsible for withholding taxes on behalf of Contractor and Contractor shall not be eligible to receive any of Agency's employee benefits.



- II. **Non-Solicitation:** For a period of twelve (12) months after termination of this Agreement as extended by any Renewal Term, Agency agrees not to directly solicit, induce, or attempt to hire any active staff member or other representative of Contractor without the express written permission of Contractor's President and Chief Executive Officer. Agency may consider and hire any qualified applicant who applies to Agency's public job posting.
- III. **Amendments and Modifications:** This Agreement may be amended only by subsequent written agreement signed by both Parties. Any amendment to or change of the terms of this Agreement shall be identified in a separate document that references this Agreement.
- IV. **Non-Waiver:** No breach of any provision can be waived unless in writing. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of the same, or any other provision.
- III. **Governing Law and Jurisdiction:** This Agreement shall be governed by and enforced in accordance with the laws of the State of New York. The Parties agree to the exclusive jurisdiction of the state and federal courts that are located in Westchester County, New York.
- IV. **Mediation:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than matters pertaining to the non-payment of Service Fees or injunctive relief (including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions), will be subject to and resolved by binding arbitration by a single arbitrator mutually acceptable to the Parties pursuant to the Commercial Arbitration Rules ("Rules") in effect from time to time of the American Arbitration Association ("AAA"). A copy of the Rules and any fee schedule of the AAA may be obtained by contacting the AAA. The Parties agree that the arbitrator selected shall be an attorney with experience in business process outsourcing. The arbitrator will decide if any inconsistency exists between the Rules and the arbitration provisions contained herein. If any such inconsistency exists, the arbitration provisions herein contained will control and supersede the Rules. If the Parties are unable to agree on an arbitrator, one will be appointed by the AAA in accordance with the Rules. The Parties hereby waive the right to trial by jury. The Parties agree to be bound by the decision of said arbitrator. Judgment upon the award rendered by the arbitrator shall include reimbursement of all reasonable costs incurred by the prevailing Party including without limitation attorney's fees and travel expenses and shall be and may be entered in any court having jurisdiction thereof, provided that no awards for punitive damages may be rendered or entered as judgments. It is hereby agreed that the Parties shall be permitted to conduct discovery as the arbitrator shall deem appropriate. Such arbitration shall take place in White Plains, NY unless otherwise agreed to by the Parties in writing. Should either Party institute litigation in breach of this provision and the other Party seeks to enforce this provision, the other Party shall be entitled to recover all reasonable costs incurred, including without limitation attorney's fees and travel expenses.
- V. **Notice:** Any notice required or permitted under this Agreement shall be in writing and sent to the other Party by first class mail at the address first set forth above, or to such other address as a Party may specify in writing.
- VI. **Unauthorized Copying of Materials is Illegal:** Any copying of the ANDRUS Training Manuals is unacceptable and illegal and may warrant injunction, civil fines and criminal penalties. Any lawsuits arising out of these claims will take place in state or federal courts in Westchester County, State of NY and ANDRUS will be reimbursed for all attorney fees and other legal costs. ANDRUS does not consent to the copying of ANDRUS Training Manuals under any conditions; the copying of ANDRUS Training Manuals is unauthorized and illegal. The Agency must purchase additional ANDRUS Training Manuals at a cost pursuant to Appendix A.

(Rest of the page intentionally left blank)

**VII. Severability:** If any provision of this Agreement is found, held or deemed to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Agreement shall continue in full force and effect.

**CONTRACTOR:**

Julia Dyckman Andrus Memorial, Inc.

Signature: \_\_\_\_\_

Name: Heath I. Bloch, LCSW

Title: President & CEO

Date: \_\_\_\_\_

**AGENCY IMPLEMENTATION CONTACT:**

Jefferson County Public Schools State Agency  
Children's Programs

Name: Heather Moss

Phone Number: (502) 485-7671

E-Mail Address: heather.moss@jefferson.kyschools.us

**AGENCY:**

Jefferson County Public Schools State Agency Children's  
Programs

Signature: \_\_\_\_\_

Name: Martin Pollio

Title: Superintendent

Date: \_\_\_\_\_

**AGENCY BILLING CONTACT:**

JCPS State Agency Children's Programs

Name: Heather Moss

Phone Number: (502) 485-7671

E-Mail Address: heather.moss@jefferson.kyschools.us

# APPENDIX A

## SCOPE OF SERVICES

### Section 1: Overview

- I. **Training and Service Delivery:** Contractor trains Agency through Agency's participation in services specified within this **Appendix A**. By agreeing to undertake training, Agency agrees to adhere to the Scope of Services as laid out in this Agreement.
- II. **Certification (if applicable per Scope of Services):** In order for Agency to attain certification, Agency will participate in an on-site review based on the standards developed by Contractor and contractor will provide Agency with valuable feedback on strengths and weaknesses in its implementation. Agency is subject to fees as assigned herein, fees associated with maintaining certification, and Fees associated with applying for re-certification at Agency expiration date.

### Section 2: Description of Services

#### Scope of Services, by Year

##### Year 1

Service	# of Services/ product	# of Days	# of Staff
Four Pillar Needs Assessment (2 days)	1	2	1
Five Day Sanctuary Training at your site (up to 30 staff)	1	5	2
On-site Consultation	6	1	1
Phone/Video Consultation	6 hours		1
Internal Train the Trainer (up to 10 staff)	1	3	1

##### Year 2

On-site Consultation	6	1	1
Phone/Video Consultation	6 hours		1

##### Year 3

On-site Consultation	3	1	1
Phone/Video Consultation	3 hours		1
Certification with Post-Certification Program (2 days)	1	2	2

**\*Training materials will be billed and shipped at current rates and invoiced separately. This includes but is not limited to:**

- Implementation guide
- Trainers manual bundle
- Psychoeducation bundle

**\*In order to successfully implement within the contracted timeframe, this 3-year outline (above) should be followed. If the Agency postpones service delivery resulting in a contract extension, Julia Dyckman Andrus Memorial, Inc has the right to charge a penalty up to \$5,000.00.**

## APPENDIX B FEE SCHEDULE

Total Cost of Year 1 - Upon signing .....	\$95,550.00
Total Cost of Year 2 - At the beginning of year 2.....	\$20,550.00
Total Cost of Year 3 - At the beginning of year 3.....	\$22,275.00
Expenses as described in Section 1, II a-e	
Total Cost of Services over 3 years .....	\$138,375.00