

**COMMONWEALTH OF KENTUCKY  
JUSTICE and PUBLIC SAFETY CABINET  
DEPARTMENT OF JUVENILE JUSTICE  
INTERAGENCY AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

This Interagency Agreement (“IA”) is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice (“the Department” or “Commonwealth”) and Todd County School District, located at Todd County Day Treatment, (“the Contractor”) (each a “Party” and collectively “Parties”) to establish an agreement for the provision of a full continuum of educational services for students enrolled in the Day Treatment program as provided by KRS 605.093. The initial IA is effective from the 1<sup>st</sup> day of July, 2024 through the 30<sup>th</sup> day of June, 2025.

**WITNESSETH, THAT:**

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the provision a full continuum of educational services for students who have been enrolled in a contracted Day Treatment program as described in KRS 605.093; and

Whereas, the Contractor is available, responsible, and qualified to perform this function, and the Department desires that the Contractor perform this function;

Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

**Definitions:**

- A. Admissions and Release Committee (“ARC”) means a meeting to discuss and plan a student’s Individual Education Program (IEP) goals, objectives, and benchmarks for the next year. The ARC members include: the student, parents, teachers, and others who can help write and implement the IEP.
- B. Contractor personnel means any employee of the school district.
- C. Department personnel means any employee of the Department of Juvenile Justice.
- D. Department student means individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- E. “GED® Diploma” means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- F. Individual Client Record (“ICR”) means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- G. Individual Education Program (“IEP”) is defined by KRS 158.281.
- H. Student means any individual enrolled in the school.
- I. A Transition Plan means a written document outlining the future goals of an individual student including options such as further education or employment. The transition plan is based on a student’s individual needs, strengths, skills, and interests. A transition plan may also be a component of an Individual Education Plan (“IEP”), if applicable.

## Scope of Services:

This IA is intended to form the basis for a cooperative relationship between the Department and Contractor for educational services in a Contracted Day Treatment Program. The mutual goal and intention of each of the Parties is to maintain the needs of each student as our priority in fulfillment of this IA. This IA is meant to foster excellence in education and treatment and is not meant to inhibit either Party in meeting their respective goals, but rather to foster collaborative services on the part of both Parties. The expectation is that this IA will provide the basis for the highest quality of educational services possible for our students.

The commitment to the provisions of this contract signifies each Party's efforts toward professional collaboration for provision of quality education and treatment to each student for whom we share responsibility.

### Section 1.

The Contractor shall:

#### A. General Provisions

1. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
2. Provide educational services on an open entry – open exit basis.
3. Provide one on-site, full-time principal, head teacher, school administrator, or director who shall:
  - a. Participate in management meetings or trainings;
  - b. Participate (with other Contractor personnel) in the Department's Education Branch trainings and other pertinent training(s) as recommended by the Department;
  - c. Submit to the Department by the 5<sup>th</sup> of each month a complete, accurate, and cumulative Monthly Medicaid Report;
  - d. Submit to the Department by the 15<sup>th</sup> of each month a completed program report to include expenditures; this includes the payment request page, student list and required information, and applicable budgetary report information;
  - e. Conduct monthly staff meetings for all contracted school staff program personnel;
  - f. Conduct monthly auditing of student treatment files for content, timelines met, and quality of documentation;
  - g. Ensure that student treatment files are uniformly compiled and kept confidential and secure;
  - h. Ensure that Contractor personnel cooperate during the Department's Education Branch monitoring;
  - i. Agree to the following conditions related to the Department's Education Branch monitoring:
    - i. Department personnel shall have access to student files and program records to complete program audits and monitoring;
    - ii. All student surveys, personnel surveys, and collateral contact surveys shall be completed as part of Department monitoring; and
    - iii. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
  - j. Ensure a substitute teacher is secured, if available, or other appropriate coverage is in place for each Contractor personnel absent all or part of a school day;
  - k. Ensure students with an Individual Education Plan (IEP) receive educational services from a certified Special Education teacher as identified in their IEP;
  - l. Have a plan to ensure adequate housekeeping and maintenance of the facility; and
  - m. Identify and utilize community resources.

4. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Addendum A), cooperate with investigation of misconduct, and notify the Department's Branch Manager within ten (10) school days of decision related to such an investigation. If a violation occurs, disciplinary actions relating to Contractor personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that Contractor personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department's program, and the Contractor shall forthwith provide a different teacher or other educational personnel to replace the individual not permitted to return.
5. Ensure the teacher to pupil ratio shall average, based on average daily attendance as defined by statute, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide.
6. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350.
7. Provide 210 instructional days. Educational services shall be provided in-person except as identified in KRS 158.150(3)(d). Non-traditional instruction (NTI) may be utilized pursuant to 701 KAR 5:150.
8. Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3) and provide a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
9. Submit the yearly school calendar and daily school schedule to the Department facility superintendent and the DJJ Education Branch by August 1 for the upcoming school year. Daily school schedule should include six (6) hours of instruction including teacher planning times and 30 minutes duty free lunch per KRS 337.355.
10. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers.
11. Provide incentives and formal recognition to students for educational participation and specific educational, technical, and vocational achievements.
12. Provide or arrange for the provision of daily transportation of students to and from school.
13. Ensure supervision and security procedures shall address:
  - a. Constant supervision of students;
  - b. Student and visitor searches;
  - c. Instances when police/resource officer may be called; and
  - d. Key control.
14. Acknowledge and agree that all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
15. Notify the Department's Education Branch of any alleged abuse within the program within 24 hours of any Contractor personnel becoming aware of the allegation.
16. Immediately notify the Department's Education Branch of the media's request for information or coverage of the day treatment program, its personnel, or students actively enrolled in the program.
17. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
18. Require Contractor personnel to develop and follow written lesson plans, which shall include but not be limited goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
19. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
20. Ensure information about Career Clusters and Learning Styles Inventory are displayed within the classroom areas.
21. Require Contractor personnel, including substitute teachers, guest teachers, community volunteers, and any other individual working with students during the school day to teach a minimum of 50% of the week through direct instruction, which shall include but not be limited to project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
22. Ensure library services are provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.

23. Ensure that procedures are in place to address student absences from the program.
24. Maintain regular contact with the student's parent or caregiver, to include at the minimum the following:
  - a. The counselor shall communicate with the student's parent or guardian at least once every fourteen (14) calendar days;
  - b. If contact cannot be made, the attempted contact shall be recorded in the student's ICR; and
  - c. Each family contact and service shall be recorded in the student's ICR.
25. Notify the Juvenile Service Worker (JSW) and Department group home, when appropriate, when a Department student is absent or leaves the school grounds without permission.
  - a. Notification shall be documented; and
  - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
26. Establish a formal grievance process related to Department students in their Standard Operating Procedures Manual.
27. Participate fully in the monitoring of this IA.
28. Ensure all personnel have undergone Child Abuse and Neglect, and National Crime Information center background check, are not required to register as a sex offender, and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
29. Ensure that each certified and classified Contractor personnel shall be prohibited from discussing a Department student's legal status with any other individual and protect the confidentiality of all students.
30. Have a written policy mandating zero-tolerance toward all forms of sexual abuse, sexual harassment, sexual contact, or any type of sexual offense and outlining the Contractor's approach to preventing, detecting, and responding to such conduct and submit all such policies to the Department.
31. Ensure there is no discrimination against any applicant or recipient of services on account of race, color, age, sex, disability, religious creed, ancestry, national origin or sexual orientation, gender identity, genetic information, political affiliation, or veteran status in performance of this IA.
32. Ensure items purchased with Department grant funding (Title I Part D) are tagged and identified as Title I property, which shall include but not be limited to:
  - a. A written inventory shall be kept, including serial numbers, when applicable;
  - b. Software licenses purchased by Title I Part D, shall be tracked and identified on corresponding hardware; and
  - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
33. Ensure appropriate personnel is invited to participate in educational meetings relative to the development or review of educational services for individual students including Admissions and Release Committee (ARC) meetings pursuant to 707 KAR 1:320(3).
34. Ensure no Department student is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, Department youth shall be closely monitored.
35. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-13.
36. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised and purposeful for the completion of academic/vocational learning objectives.

**B. Admissions**

1. Give priority admission to students in the following descending order provided below:
  - a. Department committed or probated students;
  - b. Other students adjudicated on public or status offenses;
  - c. Students court ordered;
  - d. Students referred by the FAIR Team or court designated worker (CDW); and
  - e. School referred students with severe behavioral issues in the school and in the community or per local school board policy.

2. Have written Standard Operating Procedures (“SOPs”) that have been reviewed by the Department’s Education Branch, to be followed when accepting or declining a referral.
3. Distribute a copy of the admission criteria and procedures to referring agencies and interested parties.
4. Discuss Department student educational status with the parent or caregiver within five (5) business days of admission.
5. Document completion of orientation by a statement signed and dated by the youth and parent or caregiver.

C. Student Assessments and Records

1. Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
2. Administer educational (reading and math) and vocational assessments within fourteen (14) school days of admission unless a previous assessment within the last school semester is available.
3. Ensure Department students complete a career assessment to include aptitude, interest inventory, and learning and working styles, which shall at a minimum:
  - a. Assist in integrating academic vocational and work assignments, and treatment goals;
  - b. Assist personnel as they communicate with students;
  - c. Assist in developing each student’s Individual Learning Plan (ILP) and Transition Plan; and
  - d. Provide each student with workplace readiness skills.
4. Review and revise, as needed, the Individual Learning Plan (ILP) pursuant to 704 KAR 3:305 for each student and write an Individual Learning Plan Addendum (ILPA) as described in 704 KAR 19:002 or Individual Education Program (IEP) as described in 707 KAR 1:320, as applicable, using results of educational and vocational assessments.
5. Update the Individual Learning Plan (ILP) when a student earns a diploma, certificate of program completion, or a GED. The plan shall include evaluated work experience, vocational education and higher education through correspondence or on-campus courses.
6. Ensure student grades and achievements are forwarded to the parent or guardian on the same schedule as for students in the local school district according to KRS 160.345(3)(b).
7. Ensure each student is included in district wide and statewide assessments.
8. For students eligible for GED testing, ensure students earns grades and credits toward a diploma while preparing for GED testing.
9. Make all educational records available upon request to Department personnel working with students, monitoring, and evaluating services for the Department as permitted by federal and state laws and regulations including the Family Educational Rights and Privacy Act (FERPA).
10. Maintain an Individual Client Record (ICR) for all students who are committed to the Department but not placed in a group home and enter information from the ICR into the group home’s electronic record for students who are placed in a group home in conformance with the following requirements:
  - a. All student records shall be marked “confidential” and kept in locked file cabinets;
  - b. Personnel shall not take student records off the premises;
  - c. If another student must be identified in a student record, they shall be identified by initials only; and
  - d. Access to all records shall be limited to those who have a right or a need-to-know specific information.

D. Treatment Services/Mental Health

1. Ensure a licensed behavioral health professional oversees the provision of appropriate behavioral health care for students.
2. Screen students upon admission for suicide risk factors in line with the following requirements:
  - a. All personnel shall be trained regarding verbal and behavioral cues of suicide risk and shall observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior; and

- b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
3. Prominently display the statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number per KRS 156.095(8).
4. Ensure the Orientation Treatment Plan procedures:
  - a. Be completed within one (1) week of admission; and
  - b. Use the DJJ Orientation Treatment Plan form.
5. Utilize a trauma informed approach and evidence-based practice in the provision of counseling services.
6. Make substance abuse education available.
7. Provide counseling services on an emergency basis and upon student's request, as needed.
8. Agree that individual counseling shall be:
  - a. Conducted a minimum of one (1) scheduled hour per week;
  - b. Documented in the individual client record (ICR) within seven (7) days;
  - c. Utilized to help the students make changes in thinking and behavior consistent with pro-social norms; and
  - d. Utilized to assist students in meeting goals and tasks identified on the student's ITP.
9. Agree that group counseling shall be:
  - a. Conducted for one (1) hour at a minimum of two (2) times per week;
  - b. Documented by summary in the individual client record (ICR) within seven (7) days.
  - c. Limited to twelve (12) students in any one session;
  - d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms; and
  - e. Utilized to discuss specific and common issues, conflicts, and concerns.
10. Make family counseling available if indicated on the student's Individual Treatment Plan (ITP).
11. Ensure the treatment team meets on a weekly basis in line with the following requirements:
  - a. Treatment team shall include the student, the student's family, Juvenile Service Worker, counselor, certified educational personnel, youth worker staff (if available), and other approved individuals;
  - b. Students shall meet with treatment team at least every ten (10) school days;
  - c. The treatment team shall be responsible for making all treatment decisions regarding the student; and
  - d. The counselor shall document the treatment team meeting in the ICR within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
12. Contact parents or guardians within 24 hours if a student is in need of a referral based on a mental health concern.
13. Complete an ITP conference within 10 school days of admission in line with the following requirements:
  - a. The student, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference;
  - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver;
  - c. Members of the assigned treatment team shall participate in this conference;
  - d. The ITP shall include measurable interventions and tasks;
  - e. The ITP shall include an initial transition plan;
  - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants;
  - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional; and
  - h. A copy of the ITP shall be given to the student, parent, or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
14. Review the ITP at least every sixty (60) calendar 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.

15. Hold a Treatment Team meeting thirty (30) calendar days prior to a student's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Contractor shall ensure each student meets with the Treatment Team at least once prior to returning to their home school.
16. For any student transitioning back to the regular public-school setting, complete a transition plan, and a transitional planning conference may be held ten (10) school days prior to the student's anticipated release to support the student in their reentry into the appropriate school setting.

E. Medical

1. Provide access to emergency medical and dental care while students are at the program.
2. Have written health care procedures in the program's Standard Operating Procedure Manual.
3. Ensure the provision of health care services such as first aid or medication administration is conducted according to Contractor policy and the requirements of KRS 158.838.
4. Record any medical attention administered according to Contractor guidelines.
5. Screen students for any health care needs on the day of admission pursuant to 702 KAR 001:160 and contact and assist parents or guardians in finding the appropriate community resources if a problem is suspected.
6. Make family planning education and counseling regarding aspects of sexuality available in the program or by referral to appropriate community providers.
7. Screen students for drug and alcohol abuse prior to admission to the program by trained, gender appropriate personnel. Random screenings may be administered.
8. Provide drug and alcohol relapse prevention education.
9. Seek medical clearance for students who demonstrate signs of intoxication or withdrawal.
10. Immediately contact the student's parents and the Department Commissioner and complete and forward an incident report to Department Administration within twenty-four (24) hours, if a student is seriously injured, seriously ill, or has attempted suicide.
11. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death. In such an event:
  - a. Personnel 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;
  - b. The school shall notify the Department Commissioner and the Juvenile Service Worker (JSW) as soon as possible;
  - c. Contractor shall not provide statements to the press;
  - d. Personnel 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, and 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; and
  - e. A complete copy of all records relating to the student shall be forwarded to the Department Office of Legal Counsel within seventy-two (72) hours.
12. Not discriminate against a student with an on-going, contagious medical condition. KAR 158.160
  - a. The following factors may assist in determining whether to continue placement in school:
    - i. The ability of the student to manage aggressive or sexual behaviors;
    - ii. The maturity and ability of other students in the program to protect themselves from infection; and
    - iii. The availability of medical treatment, as needed.
  - b. 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.
13. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
  - a. Promote a safe and healthy environment;
  - b. Reduce the incidence and spread of disease;

- c. Ensure that student infected with these diseases receive prompt care and treatment; and
- d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

F. Behavior Management

1. 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.
2. Ensure disciplinary measures do not interfere with educational programming, except if there is substantial evidence to justify otherwise.
3. Make students aware of the rules, consequences, and safety and security responses as part of the program orientation.
  - a. Students shall receive a student handbook upon admission.
  - b. Rules and sanctions shall be conspicuously posted in the school.
4. Establish a system of graduated responses for rule violations.
5. Include alternatives to suspension and expulsion in the program's system for behavior management.
6. Agree that 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 personnel in line with the following requirements:
  - a. Sanctions shall:
    - i. Be used when dealing with unacceptable behavior; and
    - ii. Be natural, logical, and appropriate.
  - b. Sanctions shall not:
    - i. Be used to demonstrate a personnel's authority over students;
    - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate students;
    - iii. Include the withholding of meals, snacks, educational access, required recreation; or
    - iv. Include the use of restraints or isolation.
7. Document any sanctions issued for a rule violation in the student's ICR.
8. Ensure personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
  - a. Incentives may be used to reward or motivate positive behavior.
9. Utilize least restrictive behavior management techniques that will safely manage student behavior.
10. Utilize approved and trained methods for the management of students. All staff working with students shall be trained in de-escalation techniques approved by the local school board.
11. Only use physical restraint when a student presents a clear danger to himself, others, or property. Physical restraint shall only be performed by personnel trained in the program's approved physical restraint procedures according to school district policy.
12. Document any use of physical restraint or management in the student's ICR and immediately report such use to the student's Juvenile Service Worker (JSW) or Group Home Superintendent.
13. Mechanical restraints are prohibited.
14. Immediately report to the Department Commissioner incidents which present an imminent threat to the safety or security of a Department committed student and complete an incident report as described in DJJPP 1019 (Addendum B).
15. Ensure no individual student or group of students shall be given control or authority over other students.

G. Environmental

1. Comply with applicable federal, state, and local sanitation and health codes. Nothing in this IA should be interpreted to require the violation of such federal and state laws and regulations.
2. Provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the medical and religious requirements of individual students including applicable sections of the State Food Service Code 902 KAR 45:005.
3. Have a written plan of care for animals housed in the school, which includes personnel responsibilities.
  - a. All animals shall have adequate immunizations, licenses, and humane treatment; and

- b. Student encounters with animals shall be supervised for protection of the student and the animal.

#### H. Safety and Security

1. Follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
2. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all personnel annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
3. 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.
4. Include the day treatment program in the audit process if the school district is participating in a Kentucky Center for School Safety audit.
5. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures and provide the Department a list of teacher and administrator names, email addresses, and phone numbers for those who routinely interact with facility students prior to the beginning of each semester.
6. Ensure all entrance doors are locked at all times.
7. Establish procedures providing 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, including but not limited to:
  - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school;
  - b. A tool control system; and
  - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

#### Section 2.

The Department shall:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of federal or state laws and regulations.
- B. Provide the principal, head teacher, school administrator, or director or designee as much notice as possible prior to a student being admitted to or discharged from the program.
- C. Ensure the principal, head teacher, school administrator, or director is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor on a need-to-know basis access to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Notify the Contractor's principal, head teacher, school administrator, or director of any grievance involving the Contractor personnel. Each Party will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
  - Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the principal, head teacher, school administrator, or director, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Facility Manager and Contractor School Administrator. If the matter cannot be resolved, the following action shall be initiated.
  - Step 2. The Department Regional Director and the Contractor Superintendent or designee, who is not the principal, head teacher, school administrator, or director, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate, and reach a resolution. This resolution will be formalized in writing and conveyed to the Department Facilities Regional Administrator and Contractor School Administrator.

- F. Ensure appropriate Department personnel attends educational meetings relative to the development or review of educational services for individual students including Admissions and Release Committee (ARC) meetings).
- G. Provide training and technical assistance to Contractor through Education Branch personnel.
- H. Provide Department students intake and transition information as soon as possible on all in-coming and out-going students.
- I. Consider the school calendar in the timing of discharge of students from program, whenever possible.
- J. Report educational and/or vocational concerns to the Education Branch.

Section 3.

Justice and Public Safety Cabinet Terms and Conditions

The Parties agree:

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this IA, to the Commonwealth in writing within one (1) business day of the discovery of the violation.
4. To the extent permitted by law, Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor in connection with performance of this IA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this IA; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes (5) the Contractor's employment practices during the term of this IA; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this IA.
6. Except where necessary in the performance of the Contractor's responsibilities set forth in this IA, the Contractor shall maintain the confidentiality of Commonwealth data and shall not disclose, distribute, divulge, publish, or release any 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 they receive Commonwealth data solely for the purposes of this IA, and that their receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this IA.
  - 6.1. For purposes of this IA, "Commonwealth data" shall mean any data or information, regardless of form or characteristic, collected, received, or obtained by the Contractor pursuant to this IA, 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.

- 6.2. The Contractor shall implement reasonable measures, at least as protective as the Contractor uses to safeguard the Contractor's own confidential information, to prevent unauthorized access to, or accidental disclosure of, Commonwealth data.
- 6.3. Commonwealth data is the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data will be reported and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester: (1) that the Contractor is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.
- 6.4. The Contractor shall ensure that any 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 of this IA.
  - 6.4.1. For purposes of this IA, "contractor employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor.
- 6.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this IA.
- 6.6. These data confidentiality requirements set forth herein survive the expiration or termination of this IA and bind the Contractor and their legal representatives, heirs and assigns.
7. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
  - 7.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
    - 7.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
    - 7.1.2. A Social Security number;
    - 7.1.3. A taxpayer identification number that incorporates a Social Security number;
    - 7.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
    - 7.1.5. A passport number or other identification number issued by the United States government; or
    - 7.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
  - 7.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
  - 7.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - 7.4. Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.
  - 7.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

- 7.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, Contractor agrees to pay the costs of the notification, investigation, and mitigation of the security breach.
- 7.7. In accordance with KRS 61.932(2)(a), Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
8. Contractor agrees that it shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth 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. Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this IA, and that its receipt of the Commonwealth's data or information 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 IA.
9. Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this IA.
10. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this IA. The Contractor shall not sell or resell any and all Commonwealth data.
11. Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
12. Upon the expiration of the term of this IA, unless it is renewed prior to its expiration, Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; or (3) retain the data subject to the terms of this IA regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
13. The Contractor agrees that the Commonwealth, and its duly authorized agents and designees, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this IA for the purpose of a financial audit or program review, including confidential and proprietary information. The Contractor also recognizes that any and all books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, except to the extent that books, documents, papers, records, or other evidence is subject to KRS 61.878(1)(c)(1).
14. The Contractor shall comply, at a minimum, with the Records Retention Schedule promulgated by the State Archives and Records Commission applicable to the agency to which it is providing goods, services, revenue, or any and all combinations thereof pursuant to this Agreement.
15. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to any public health emergency when providing services pursuant to this IA.
16. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to any public health emergency.

17. The parties agree that they receive all information communicated between them before the execution of this IA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
18. Contractor shall not represent that a working copy, draft, or the finalized version of this IA is identical to a previous iteration of this IA if the Contractor has made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
19. During the term of this IA, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
20. In no event shall any person or entity be deemed to be a third-party beneficiary of this IA.
21. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this IA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
22. Each party shall provide a contact to resolve any and all issues related to this IA and promptly update the contact information as necessary.
23. All notices under this IA shall be given in writing. Electronic mail constitutes a writing.
24. No change, waiver, or discharge of any liability or obligation under this IA 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.
25. No party shall assign its respective rights or obligations under this IA without prior written consent of the other party. Any purported assignment or delegation in violation of this IA is void.
26. The terms and conditions of this IA may only be amended by mutual written consent of both parties.
27. Contractor agrees that any and all violations of this IA may result in the immediate termination of this IA.
28. If any term or provision or any part of this IA is declared invalid or unenforceable, the remainder of this IA shall not be affected, and each term and provision of this IA shall be valid and enforceable to the fullest extent permitted by the law.
29. The descriptive headings in this IA are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within nor any materials incorporated by reference.
30. No provision of this IA shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.
31. This IA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this IA.
32. Nothing in this IA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

**COMMONWEALTH: Department of Juvenile Justice**  
**Name of Agency**

**APPROVED:**

**BY:** \_\_\_\_\_  
**DJJ Commissioner Signature**

**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_  
**Name of Agency**

**APPROVED:**

**BY:** \_\_\_\_\_  
**Signature**

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_