



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

6/15/24

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Interagency Agreement (IA) between Kenton County School District (KCS D) and the Department of Juvenile Justice on behalf of the Northern Kentucky Youth Development Center (NKYDC) for the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year, the KCS D enters into an agreement with the Department of Juvenile Justice to provide a full continuum of educational services for students committed to the Department of Juvenile Justice. Pending the IA approval, the Memorandum of Understanding will be forthcoming.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval of the Interagency Agreement (IA) between Kenton County School District (KCS D) and the Department of Juvenile Justice on behalf of the Northern Kentucky Youth Development Center (NKYDC) for the 2024- 2025 school year.

CONTACT PERSON:

Karen Hendrix

A handwritten signature in blue ink, appearing to read 'Karen Hendrix', written over a horizontal line.

Principal/Administrator

A handwritten signature in black ink, appearing to read 'Thomas Hays', written over a horizontal line.

District Administrator

A handwritten signature in black ink, appearing to read 'John Smith', written over a horizontal line.

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**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 Kenton County School District, located at Northern Kentucky Youth Development Center, (the "Contractor") (each a "Party" and collectively "Parties") to establish an agreement for the provision a full continuum of educational service for students committed to the Department of Juvenile Justice. The initial IA is effective from the 1st day of July, 2024 through the 30th day of June, 2025.

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties pursuant to KRS 605.110, has determined upon the necessity of the provision of a full continuum of educational services for students who have been committed to the Department; 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. "GED® Diploma" means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- E. Individual Client Record ("ICR") means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- F. Individual Education Program ("IEP") is defined by KRS 158.281.
- G. Individual Learning Plan ("ILP") means a document usually developed online for each student in middle and high school that focuses on career exploration, assessment of skills and interest, reflection on work related experiences, and the creation of an education plan that includes personal goals and exploration of college and post-secondary opportunities.
- H. Individual Treatment Plan ("ITP") means a written document that takes into consideration the severity of the current offense, the risk and need factors identified in the youth's needs assessment, and any additional assessments which identify the treatment goals to be pursued, specifies the roles of the participants in carrying out the plan, and specifies a timetable for completion of the plan.
- I. Student means any Department Juvenile enrolled in school.

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 Department youth development center. The mutual goal and intention of each of the Parties

named above is to maintain the needs of each student as our priority in fulfillment of this IA. It 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 IA 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. 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.
- B. Provide one on site, full-time, principal, head teacher, school administrator, or director that is responsible for all aspects of the school program.
- C. Ensure all Contractor personnel follow district and Department facility sign in and out procedures.
- D. At the beginning of each semester, provide a list of Contractor personnel names, email addresses, and phone numbers for those who routinely interact with Department students.
- E. Ensure the teacher to pupil ratio shall average, based on average daily attendance, 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.
- F. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher to pupil ratios as specified in 707 KAR 1:350.
- G. Provide 210 instructional days. Educational services shall be provided in-person. Non-traditional instruction (NTI) may be utilized according to 701 KAR 5:150.
- H. Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3) and a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
- I. Ensure the program operates within the traditional school day, which includes appropriate time for mealtimes, breaks, and direct instruction.
- J. Submit the yearly school calendar and daily school schedule to the Department facility superintendent and the Department Education Branch by August 1 for the upcoming school year.
- K. Make educational services available to each student upon admission, except if there is evidence to justify otherwise, and construct educational services on an open entry – open exit basis.
- L. Cooperate with the Kentucky Department of Education and Office of Career and Technical Education to ensure vocational teachers placed within the program have access to the internet in classrooms.
- M. Provide instruction based on Kentucky Academic Standards, Career and Technical Education Program of Studies Implementation Manual, and Kentucky Occupational Skill Standards to meet the individual needs of each student.

- N. Complete vocational and educational (reading and math) assessments to include aptitude, interest inventory, and learning styles, within fourteen (14) days of the student's admission if previous results are not available. The results shall:
 - 1. Assist in integrating academic vocational and work assignments, and treatment goals;
 - 2. Assist personnel as they communicate with students;
 - 3. Assist in developing each student's Individual Learning Plan (ILP) and Aftercare Plan; and
 - 4. Provide each student with workplace readiness skills.
- O. Provide and make available library services students through local library programs, bookmobiles, and/or on-site libraries.
- P. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
- Q. Ensure information about Career Clusters and Learning Styles are displayed within the classroom areas.
- R. Require Contractor personnel to teach a minimum of 50% of the week through direct instruction, to include project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
- S. Require Contractor personnel to develop and follow written lesson plans or curriculum maps, which shall include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
- T. For students eligible for GED testing, ensure students earns grades and credits toward a diploma while preparing for GED testing.
- U. 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.
- V. 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/or higher education through correspondence or on-campus courses.
- W. Ensure a minimum of one Contractor personnel attends and provides documentation of student progress and behavior for treatment team meetings scheduled during the 210 instructional school days. The Contractor personnel will be an active participant in the development of each student's initial Individual Treatment Plan (ITP) and attend and provide documentation of student progress and behavior for weekly treatment team meetings to address student's progress and transition needs. (Appendix A)
- X. 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).
- Y. Ensure each student is included in district wide and statewide assessments.
- Z. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including but not limited to computers and data lines.
- AA. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.

- BB. 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).
- CC. Ensure Contractor personnel communicates with Department facility shift supervisor and incidents which may impact the educational day.
- DD. Collaboratively develop a written behavior plan for the school day that teaches and rewards good behavior and reduces negative behavior. The behavior plan shall be complimentary to and consistent with the Department facility behavior management system.
 - 1. Ensure Contractor personnel direct student behavior while students are engaged with educational programming such as lessons, hands-on activities, school-day outings, community mentoring, vocational classes, and all teacher-led learning.
 - 2. Ensure Contractor personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - i. Incentives may be used to reward or motivate positive behavior.
 - 3. The behavior plan shall include graduated responses that keep everyone safe and prevent the situation from happening again.
 - 4. Contractor personnel will collaborate with Department personnel regarding appropriate consequences for an undesirable behavior.
 - 5. Contractor personnel will be included in the penalty slip hearing with the student and Department personnel to process behaviors that occurred during school and to avoid future negative behavior.
- EE. Adhere to the Department's Education Policies and Procedures. (Appendix B)
- FF. Adhere to the Department's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct. (Appendix C) If a violation occurs, disciplinary actions relating to school district personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that any Contractor's personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be allowed to return to the Department property, and the Contractor shall forthwith provide different personnel to replace the individual that would not be allowed to return.
- GG. Cooperate with the Department facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any personnel who may have contact with students and agree to not assign any certified or classified staff to work at the program who is not approved by the Department.
- HH. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- II. Comply with the communicable disease management protocol established by the Department.
- JJ. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that Department and all associated contractors have a zero-tolerance policy toward sexual abuse, sexual assault, sexual harassment, or any other type of sexual misconduct between student and student or personnel and student. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix D)
- KK. The school district will ensure Contractor personnel participates in all mandatory training requirements as directed by federal requirements, Department Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in Department training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and Prison Rape Elimination Act (PREA) training. Additionally, Contractor personnel will participate in Education Branch trainings, documentation, and on-going assistance regarding all students.
- LL. Ensure Contractor personnel submit documentation and data as requested for use by Department.

- MM. Participate fully in the monitoring of this IA.
- NN. Ensure there will be 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.
- OO. Ensure the principal, head teacher, school administrator, or director or designee attends the Department facility management team meetings, leadership meetings, and personnel meetings.
- PP. Ensure appropriate Department staff (Counselor, Youth Services Program Supervisor, Rehabilitation Instructor, licensed behavior health professional, and Juvenile Service Worker) 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.
- QQ. 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:
1. A written inventory shall be kept, including serial numbers, when applicable;
 2. Software licenses purchased by Title I Part D, needs to be tracked and identified on corresponding hardware; and
 3. 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.
- RR. Ensure no student is permitted access to e-mail, except in cases when email is required to access educational programs or online websites outside of those used in conjunction with class assignments. In these cases, students shall be closely monitored.
- SS. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised and purposeful for the completion of academic or vocational learning objectives.

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 such federal and 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 Department facility.
- C. Ensure that the principal, head teacher, school administrator, or director or designee is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Provide the principal, head teacher, school administrator, or director or designee notice of relevant meetings at the same time other Department personnel is provided notice.
- F. Ensure Department personnel will provide supervision and supportive assistance during all academic activities. Department personnel shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all Contractor personnel.
- G. Make the daily log accessible to Contractor personnel to enhance communication to better address the individual needs of the student.

- H. Collaborate with Contractor personnel regarding appropriate consequences for an undesirable classroom behavior.
- I. Dispense all medication to the student.
- J. Notify the principal, head teacher, school administrator, or director or designee of any grievance involving the Contractor personnel. Each agency 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 Regional Administrator and Contractor designee, who is not the principal, head teacher, school administrator, or director or designee, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Department Facility Superintendent and 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 or designee, 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 Facility Superintendent and School Administrator.

- K. 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 as directed in PP above.
- L. Ensure Contractor personnel are assigned to treatment teams and a minimum of one Contractor personnel attends each treatment team meeting scheduled during the 210 instructional days. The Contractor personnel shall be an active participant in the development of each student's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address student's progress and transition needs.
- M. Provide technical assistance to the Contractor through Education Branch personnel.
- N. Obtain information and releases required for criminal and administrative background investigations to be conducted on any Contractor personnel who may have contact with student.
- O. Ensure that criminal and background checks are completed for Contractor personnel providing services pursuant to this IA.
- P. Refuse Contractor personnel entry to a Department facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures or any federal or state law or regulation.
- Q. Schedule Department facility management team meetings, whenever possible, to allow the Contractor principal, head teacher, school administrator, or director the opportunity to attend.
- R. Provide safety inspections to the Department facility at regular intervals.
- S. Consider the Contractor's school calendar in the timing of discharge of student from Department facility, whenever possible.
- T. In schools where the Department provides internet services, utilize a content filtering device to ensure that Sexually Explicit Materials are not available via any video or computer system, software or hardware product, or internet service in any classroom setting or areas where students are present.
- U. Provide Department student intake and transition information as soon as possible on all in-coming or out-going students.

- V. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- W. Ensure Department personnel cooperate fully with law enforcement investigation in the event of assault or injury to Contractor personnel while completing their assigned duties within the Department facility.
- X. Participate in Department Education Branch trainings, documentation, and on-going assistance regarding all students.

Section 3.

Justice and Public Safety Cabinet Terms and Conditions

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: _____