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AMH 9-16-2024



Commonwealth of Kentucky CONTRACT

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 Memorandum of Agreement
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Effective From: 2024-08-21 **Effective To:** 2024-11-19

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Educational Services at Jefferson RJDC	\$0.000000	\$100,000.00	\$100,000.00

Extended Description:

Shipping Information:	Billing Information:
DJJ - Jefferson Regional Juvenile Detention Center 8711 LaGrange Road, Building D Louisville KY 40242	DJJ - Fiscal Branch 1025 Capital Center Drive Bldg #3 - 3rd Floor Frankfort KY 40601

TOTAL CONTRACT AMOUNT	\$100,000.00
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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (“MOA”) is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Juvenile Justice (“the Commonwealth” or “DJJ”) and Jefferson County Public Schools (“the Contractor”) to establish an agreement for Day Treatment Services at Jefferson Regional Detention Center (Lyndon Campus). This MOA is effective from August 21, 2024 through November 19, 2024.

Scope of Services:

I. Definitions:

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

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

II. DJJ Terms and Conditions

A. The Commonwealth shall

1. Monitor and conduct an audit of the activities of the Contractor and services it provides pursuant to this MOA at times mutually convenient to both parties.
 - 1.1. The Commonwealth’s Program Services Division must perform a monitoring of the Contractor at a minimum of twice a year, providing the Contractor all monitoring tools for prior review and clarification.
 - 1.2. Technical assistance will be available to the Contractor upon request.
2. Conduct periodic desk audits of the Contractor to assess the progress towards completion of the goals and objectives as deemed necessary by the Commonwealth.
3. Offer training opportunities to the Contractor.
 - 2.1 Training shall be provided at no cost to the Contractor.
 - 2.2 The Commonwealth shall not be responsible for any costs or expenses related to Contractor training including but not limited to lodging, travel, and meals.
 - 2.3 The Commonwealth reserves the right to provide training by means of remote communications technology.
4. Notify the Contractor of any grievance involving a Contractor employee.
 - 4.1. Grievances shall be resolved according to the respective agencies policies and procedures.
 - 4.2. If a grievance is not solved within a timely manner the following method shall be used:
 - 4.2.1. The local Juvenile Services District Supervisor or Commonwealth facility Superintendent and the Contractor employee shall meet to discuss, clarify, and resolve the matter.
 - 4.2.1.1. If the matter cannot be resolved, it shall then be referred to the local Community Services Regional Manager or Facilities Regional Administrator.
 - 4.2.2. The local Community Services Regional Manager or the Facilities Regional Administrator shall meet with the Contractor Program Director to discuss, clarify, and resolve the matter.
 - 4.2.2.1. If the matter cannot be resolved it shall be referred in written form to the Education Branch Manager.
 - 4.2.3. The Education Branch Manager and the Superintendent of the Contractor’s school district shall meet to discuss, clarify, and resolve the matter.

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- 4.2.3.1. If the matter cannot be resolved, it shall then be referred in written form to the Commonwealth's Program Services Division.
- 4.2.3.2. The Commonwealth's Program Service Division and the Superintendent of the Contractor's school district shall meet within twenty (20) working days or receipt of the notice, review the material, discuss it with the individuals they deem appropriate, reach a resolution, formalize the resolution in writing, and convey the resolution to the Commonwealth and the Contractor Program Director.
5. Notify the Contractor by Certified Mail, Return Receipt Requested, if a request for transfer of all equipment or supplies is necessary.
6. Reserve the right to deny payment for Contractor's failure to submit any report in accordance with this MOA.
7. 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 DJJ facility.
8. Ensure that the principal, head teacher, school administrator, or director or designee is notified of a suspected educational disability using the Child Find form.
9. 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.
10. Provide the principal, head teacher, school administrator, or director or designee notice of relevant meetings at the same time other DJJ personnel is provided notice.
11. Ensure DJJ personnel will provide supervision and supportive assistance during all academic activities. DJJ personnel shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all Contractor personnel.
12. Make the daily log accessible to Contractor personnel to enhance communication to better address the individual needs of the student.
13. Collaborate with Contractor personnel regarding appropriate consequences for an undesirable classroom behavior.
14. Dispense all medication to the student.
15. 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:
 - 15.1. Step 1. The DJJ 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 DJJ Facility Superintendent and School Administrator. If the matter cannot be resolved, the following action shall be initiated.
 - 15.2. Step 2. The DJJ 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 DJJ Facility Superintendent and School Administrator.
16. Ensure appropriate DJJ personnel attends educational meetings relative to the development or review of educational services for individual students including Admissions and Release Committee (ARC) meetings.
17. 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.
18. Provide technical assistance to the Contractor through Education Branch personnel.
19. Obtain information and releases required for criminal and administrative background investigations to be conducted on any Contractor personnel who may have contact with student.
20. Ensure that criminal and background checks are completed for Contractor personnel providing services pursuant to this MOA.
21. Refuse Contractor personnel entry to a DJJ facility if they are found to be in violation of the DJJ's Code of Conduct or Code of Ethics policies and procedures or any federal or state law or regulation.
22. Schedule DJJ facility management team meetings, whenever possible, to allow the Contractor principal, head teacher, school administrator, or director the opportunity to attend.
23. Provide safety inspections to the DJJ facility at regular intervals.
24. Consider the Contractor's school calendar in the timing of discharge of student from DJJ facility, whenever possible.
25. In schools where the DJJ 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.
26. Provide DJJ student intake and transition information as soon as possible on all in-coming or out-going students.

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

B. The Commonwealth may:

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

C. The Contractor shall:

1. Comply with all applicable federal and state laws and regulations for the services provided under this MOA.
2. Provide certified and classified staff as applicable to meet the educational needs of the youth.
3. Ensure that one full-time, on-site principal, head teacher, school administrator, or director is responsible for all aspects of the school program.
4. Ensure core classes (English, Math, Science, and Social Studies) are taught by a certified teacher.
5. Ensure teachers sign in and out of the program each day, including documentation of arrival and departure times, to be submitted to DJJ's Education Branch at the end of the semester or this MOA by the onsite principal, head teacher, school administrator, or director.
6. At the beginning of semester, provide a list of teacher and administrator names, email addresses, and phone numbers for those who routinely interact with facility youth.
7. Ensure annual professional development for certified educational staff addressing the identified needs of youth in the program and standards set forth by the Kentucky Department of Education.
8. Ensure the teacher 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.
9. Ensure that any classroom that exclusively serves students with educational disabilities complies with teacher pupil ratios as specified in 707 KAR 1:350.
10. Provide 62 instructional days.
11. Ensure educational services shall be provided in person unless there are extraordinary circumstances requiring non-traditional instruction ("NTI"), which only may be utilized in accordance with 701 KAR 5:150.
12. 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.
13. Ensure the program operates within the traditional school day, which includes appropriate time for mealtimes, breaks, and direct instruction.
14. Submit the yearly school calendar and daily school schedule to the DJJ Education Branch within five (5) days of this MOA becoming effective.
15. Ensure that procedures are in place to address youth absences from the program.
16. Make educational services available to each youth upon admission and construct educational services on an open entry - open exit basis.
17. Prepare an Educational Passport and submit to DJJ as required by KRS 158.137 and 605.110(3)(e).
 - 17.1. Please see KECSAC Policy 4.21 Educational Passport.
 - 17.2. Infinite Campus, the electronic student data collection used by the Kentucky Department of Education, may serve as the standard educational passport for state agency children.
18. Within thirty (30) calendar days of the date of this MOA becoming effective, provide the DJJ's Education Branch Manager and the identified Education staff access to the Kentucky Student Information System (KSIS)/ Infinite Campus for each student attending the program to for the purposes of monitoring, technical assistance and tracking student progress.
 - 18.1. KSIS/Infinite Campus access for the DJJ's Education Branch Manager and the identified Education staff shall be Read-only and shall include student demographics, attendance, grades, GPA, graduates, courses, vocational and C-tech certifications, ILPA, teacher-student class rosters and program participation including special education, gifted and talented, Title I, limited-English proficiency, and others as applicable.
 - 18.2. DJJ's Education Branch shall have the ability to generate reports based on student information.
19. 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 youth.

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20. 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.
21. Assist in integrating the youth's Individual Learning Plan (ILP) and, if applicable, the Individual Education Program (IEP) with the youth's Individual Treatment Plan (ITP).
22. Ensure coursework meets the credit requirements necessary for earning a high school diploma according to state standards.
23. Ensure that the appropriate annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2).
24. Provide and make available library services students through local library programs, bookmobiles, and/or on-site libraries.
25. Require education staff to provide instruction that addresses the Learning Styles of each student.
26. Ensure information about Career Clusters and Learning Styles are displayed within the classroom areas.
27. Require education staff to teach through direct instruction a minimum of 40% of the week to include, but not be limited to, project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
28. Require education staff to develop and follow written lesson plans or curriculum maps with consideration given to the educational and vocational learning needs of each youth to include, but not be limited to, goals, standards, activities, and modifications.
29. Require education staff to document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Academic Standards.
30. Ensure grades, credits, diploma, certificate of completion, or a high school equivalency diploma (General Education Development - GED) earned by the youth is in compliance with federal and state laws and regulations.
31. For youth eligible for GED testing, ensure youth earns grades and credits toward a diploma while preparing for GED testing.
32. Implement programs designed to help English Language Learner (ELL) students achieve both English language proficiency and academic standards in reading/language arts, mathematics, social studies, and science.
33. Conduct educational and vocational assessments within fourteen (14) calendar days of the student's admission if previous results are not available.
 - 33.1. Every student shall be assessed annually.
 - 33.2. Students shall complete a career assessment to include career aptitude, career interest inventory, learning and working styles, and barriers to employment.
 - 33.3. The results shall:
 - 33.3.1 Assist in integrating academic vocational and work assignments, and treatment goals.
 - 33.3.2 Assist staff as they communicate with students.
 - 33.3.3 Assist in developing each student's Individual Learning Plan (ILP), Transition Planning, and Aftercare Plan; and
 - 33.3.4 Provide each student with workplace readiness skills.
34. Students shall be screened upon admission for suicide risk factors.
 - 34.1. All staff 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.
 - 34.2. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
35. Review and revise, as needed, the Individual Learning Plan (ILP) pursuant to 704 KAR 3:305 for each youth 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.
36. Update the Individual Learning Plan (ILP) when a youth earns a diploma, certificate of program completion, or a GED.
 - 36.1. The plan shall include evaluated work experience, vocational education and/or higher education through correspondence or on-campus courses.
37. Ensure a minimum of one educator attends treatment team meetings scheduled during the 62 instructional school days.
 - 37.1. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs.
38. Ensure education progress reports of student achievement are forwarded to the parent or guardian on the same schedule as for students in the local school district.
39. **Ensure each youth is included in district wide and statewide assessments.**
40. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including computers and data lines.
41. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.

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42. School behavior and disciplinary measures are governed by the Jefferson County Public Schools Student Support Behavior Intervention Handbook.
43. Student data including, but not limited to, grades, and program participation shall be recorded in Infinite Campus.
44. Ensure each youth's educational record contains specific name of courses youth is taking or has completed, amount of time in the course, and grades and credits earned while in the program.
 - 44.1. This information is to be included when transferring records to the next agency providing education services.
 - 44.2. A running tally of youth completing courses, time in each course, and final grades shall be submitted monthly to the Education Branch.
45. Make all educational records available upon request to DJJ staff working with youth, monitoring, and evaluating services for the DJJ as permitted by federal and state laws and regulations including the Family Educational Rights and Privacy Act (FERPA).
46. Adhere to DJJ's Education Policy and Procedures.
47. Adhere to the DJJ's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct.
 - 47.1. If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district's policy and procedures.
 - 47.2. If DJJ provides written notice that it believes that any teacher and/or other educational staff has violated any DJJ Policy, then the individual that is believed to have violated Policy shall not be permitted to return to the DJJ's property, and the Contractor will forthwith provide a different teacher and/or other educational staff to replace the individual not permitted to return.
48. Cooperate with the facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth and agrees to not assign any certified or classified staff to work at the program who is not approved.
49. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent.
 - 49.1. School staff shall be prohibited from discussing a student's legal status with any other individual.
50. Adhere to and cooperate with the pursuit of accreditation standards to which the DJJ is subject.
51. Comply with the communicable disease management protocol established by DJJ.
52. Ensure education staff participates in all mandatory training requirements as directed by federal requirements, DJJ Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in DJJ training.
 - 52.1. Mandatory trainings include, but may not be limited to, program-specific Emergency Procedure training and PREA (Prison Rape Elimination Act) training. Participate in Education Branch trainings, documentation, and on-going assistance regarding all students.
53. Participate fully in the monitoring of this MOA.
54. Ensure there will be no discrimination against any applicant, or recipient of services on account of race, color, age, sex, religious creed, ancestry, national origin or sexual preference, gender identity, genetic information, political affiliation, or veteran status in performance of this MOA.
55. Ensure the principal, head teacher, school administrator, or director or designee attends the facility management team meetings, leadership meetings, and staff meetings.
56. Ensure appropriate DJJ staff (Counselor, YSPS, Rehabilitation Instructor, and JSW) is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
57. Ensure staff obtains required training per DJJ standards.
58. Ensure no DJJ youth 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, DJJ youth shall be closely monitored.
59. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.
60. Complete the goals and objectives as set forth in the MOA within the specifically allotted time frames.
61. Review service delivery goals, objectives, and expenditures and submit to the Commonwealth program reports and expenditures on a monthly basis.
 - 61.1. Funds obligated under this MOA will be available for the provision of services by an agency, organization, or individual other than the Contractor only after the Contractor has executed a written subcontract in accordance with the provisions of this MOA.
 - 61.2. Except for subcontracts, which are specifically identified in the approved plan, the Contractor shall not subcontract any responsibilities described herein without prior written approval of the Commonwealth, subject to such additional conditions and provisions as the Commonwealth deems necessary.
62. Provide a school calendar that identifies local school district instructional days, instructional/direct service days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days.

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63. Provide a daily program schedule for the local school district calendar.
64. Provide a daily program schedule for instructional/direct service days beyond the local school district calendar.
65. Provide counseling for all students in the program according to the following guidelines:
 - 65.1. Counseling shall be provided by persons with a minimum qualification of a bachelor's degree in social work, psychology, or a human service related field;
 - 65.2. Individual treatment ratio of one (1) counselor per ten (10) youths or one (1) counselor and an aide per up to fifteen (15) youths based on rated capacity;
 - 65.3. Individual counseling of one (1) scheduled hour per week per youth;
 - 65.4. Group counseling of two (2) scheduled 1-hour sessions per week per youth with a maximum of twelve (12) youth per group session;
 - 65.5. Family counseling if indicated on the student's Individual Treatment Plan (ITP); and
 - 65.6. Document, including dates of counseling sessions, on the Commonwealth's Weekly Treatment Team Summary Form.
66. Provide a yearly organizational chart including lines of supervision, positions, names and titles.
67. Provide a report on youth participation to date, at the end of each fiscal year.
68. Maintain and ensure the confidentiality of all information between the Contractor and the Commonwealth, whether written or verbal, provided by or about any youth seeking or receiving services under this MOA, except as approved and authorized in writing by the youth, or as otherwise authorized by the law.
69. Maintain records to document the total operation of the Contractor pursuant to this MOA and submit monthly program reports and expenditures by the 15th of every month on the forms prescribed by the Commonwealth.
 - 69.1. The monthly report shall contain a roster of daily student attendance which shall include age, gender, and race of each student.
 - 69.2. The Contractor acknowledges and agrees the Commonwealth shall have the right to deny payment for Contractor's failure to submit any report in accordance with this MOA.
70. Retain all program and financial records for a period not less than (5) five years after all matters pertaining to this MOA (i.e., program audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable state laws and regulations and policies.
71. Maintain records sufficient to identify the results of the service provided to each student and for use in evaluating the effectiveness of the total program, including but not limited to:
 - 71.1. an accurate count of student average daily attendance
 - 71.2. administering pre- and post- tests to each student for evaluation purposes per the ITP; and
 - 71.2.1 In the event tests are not administered, the Contractor shall document reasons for this.
 - 71.3. Responding to the Commonwealth's specific requests for information.
72. Upon request by the Commonwealth, submit a status report on the program's goals and objectives and the critical incident report summary.
73. Submit by the 5th of each month a complete, accurate and cumulative Monthly Medicaid Report for the current fiscal year.
74. Permit Commonwealth employees and agents to monitor and evaluate services being performed.
75. Submit all records and documentation of service provision regarding contracted and subcontracted services to the Commonwealth when requested for monitoring purposes.
76. Respond to monitoring, fiscal, and program exceptions established by evaluation monitoring and audit of this MOA, and promptly settle any monitoring, fiscal, and program audit exceptions by making direct payment, reduction of future reimbursement, or by other methods approved by the Commonwealth.
77. Respond to a Statement of Deficiencies submitted by the Commonwealth by submission of and compliance to a Plan of Correction based on monitoring results.
78. Permit the Commonwealth or auditing firm selected by the Commonwealth to audit the fiscal records of the Contractor in the format established by the Commonwealth and be responsible for fiscal and program exceptions established by audit of this MOA, and promptly settle any audit exceptions by methods approved by the Commonwealth.
79. Assure that a Fidelity Bond has been properly executed to ensure that the Contractor employee(s) who are authorized to receive or deposit funds, issue financial documents, or issue checks or other instruments of payment for program costs shall be bonded against loss of sufficient amounts of funds. The bond should be sufficient to cover maximum sums handled monthly under this MOA, and a copy of the bond shall be submitted to the Commonwealth upon request.
80. Provide the Commonwealth with a current electronic copy of the Contractor's Standard Operating Procedures ("SOP") manual.
 - 80.1. This manual and all subsequent changes must be received and approved by the Commonwealth before procedures are implemented.
81. Review and update Contractor's SOP annually.
82. Document within each Contractor employee's training file that they have read and understand the contents of the Contractor's SOP Manual annually.

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83. Maintain adequate and competent Contract employees necessary to provide the services described herein, with proper supervision and in conformity with existing standards of the Commonwealth for provision of these services.
84. Maintain training records including initial and on-going training, as well as an annual training plan for each Contractor employee based upon position/duties.
85. Develop yearly Facility Training Plans for all Contractor employees and staff that includes, but is not limited to:
 - 85.1. Physical Skills Review(s);
 - 85.2. Emergency Procedures/Fire Safety;
 - 85.3. Bloodborne/ Airborne Pathogens;
 - 85.4. Suicide Signs and Symptoms;
 - 85.5. review of new or revised SOP; and
 - 85.6. Any other training deemed necessary by the Contractor or the Commonwealth.
86. Provide appropriate orientation and in-service training for Contractor employees responsible for the services delivered under this MOA.
87. Upon request, assist the Commonwealth in training involving contracted services and related agency skills and resources.
88. Comply with all state licensing requirements and standards for all services delivered under this MOA.
89. Ensure that youths aggrieved by actions arising from service rendered under this MOA shall have the right to file a grievance with the possibility of a hearing.
 - 89.1. The Contractor is responsible for setting up procedures to deal with grievances.
90. Ensure no employee or representative of the Contractor with procurement authority shall participate either directly or indirectly in any activities that are in conflict with the provisions stated in KRS 45A.455.
91. Acknowledge and agree that the Contractor is responsible for fulfillment of the terms of this MOA with the Commonwealth whether or not subcontractors are used.
92. Transfer all items of equipment and supplies to a contractor, if a contractor is selected as a result of competition, or if this MOA is terminated by the Contractor or the Commonwealth and a different contractor is secured.
 - 92.1. In the event of termination of the MOA or the selection of a different contractor, the transfer shall be made within 30 days from the date of receipt of notice from the Commonwealth, Notice shall be made by Certified Mail, Return Receipt Requested.
93. Ensure that all equipment purchased or leased under this MOA having a unit acquisition value of \$500 or more and with a useful life of more than 1 year, remain the property of the Commonwealth.
 - 93.1. All property is subject to an inventory and the Contractor is responsible for keeping an up to date and accurate inventory list on equipment that is purchased with the Commonwealth funds and has an acquisition value of \$500 or more.
94. Ensure that a monthly Contractor employee meeting is held and that documentation includes agenda, roster, time and place of meeting.
95. Develop policies and procedures incorporated into programming that promote a zero-tolerance environment against sexual abuse, sexual harassment, sexual contact or any type of sexual offense.
96. Submit documentation regarding Contractor's zero tolerance environment policies to the Commonwealth.
97. Comply with PREA, all applicable PREA National Standards (28 C.F.R. Part 115), which can also be found at <https://www.prearesourcecenter.org>, and all applicable Commonwealth's policies related to PREA which can be found at <https://dj.ky.gov/Policy%20Manual/Pages/default.aspx>.
 - 97.1. If the Contractor's facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of residents' identifying information, upon intake of a resident, the Contractor shall request that the resident sign a written consent form that authorizes facility personnel to release the resident's identifying information in response to a request from the Commonwealth or the Commonwealth's Internal Investigations Branch conducting an administrative PREA investigation at the facility regarding an allegation of sexual abuse or harassment.
 - 97.2. Failure to comply with PREA standards and related DJJ policies may result in termination of this MOA at the Commonwealth's sole discretion.
98. Self-monitor its activities and facilities for compliance with PREA standards and Commonwealth policies.
 - 98.1. The Commonwealth may conduct announced or unannounced compliance monitoring that may include on-site monitoring visits.
99. Be subject to a U.S. Department of Justice (DOJ) PREA audit per the DOJ audit cycle if the Contractor provides residential services for youth and 50% of the Contractor's population is youth committed to the Commonwealth.
100. Be responsible for all costs associated with any PREA audits.
101. Agree and acknowledge that this MOA shall terminate upon the transfer of the last youth residing at the DJJ facility.

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102. Agree and acknowledge that upon the transfer of the last youth residing at the DJJ facility, the Contractor shall immediately cease services provided pursuant to this MOA, invoice DJJ for all services rendered up to date, and not invoice the DJJ for any services, costs, or expenses of any kind beyond that date.

D. The Contractor may

1. Request an amendment as needed to adjust the service delivery goals and objectives, which may or may not be accepted by the Commonwealth at the Commonwealth's discretion.

III. Pricing:

The Commonwealth shall

1. Reimburse the Contractor for day treatment services pursuant to this MOA in compliance with the approved application on file. The total value of this MOA shall not exceed \$100,000.00.
2. The total value of this MOA shall not exceed \$100,000.00.

The Contractor shall

1. Not allow or authorize Contractor personnel to financially obligate Commonwealth funds.
2. Bill the Commonwealth for goods and services tendered and rendered from the first to last day of each calendar month and provide any and all supporting documentation used to constitute the invoice.
 - 2.1. Supporting documentation shall include salary statements and operating expenditure receipts.
 - 2.2. The documentation must be detailed and contain copies of actual receipts.
3. Provide any and all invoices to the Commonwealth no later than the 15th of each month.
4. Provide any and all supplemental supporting documentation and invoice corrections discovered through self-auditing non later than 60 days after the end of the billing period.
5. Provide any and all supplemental supporting documentation and invoice corrections upon receipt of notice of deficiency from the Commonwealth no later than 90 days after the end of the billing.
6. Send any and all electronic and physical invoice to the following addresses:

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

IV. 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, including but not limited to, KRS 61.931, et seq., the Family Educational Rights and Privacy Act (and associated regulations), the Health Insurance Portability and Accountability Act (and associated regulations), and the Kentucky Model Procurement Code (and associated regulations, including 200 KAR 5:021).
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures, including but not limited to:
 - 2.1. Kentucky Information Technology Standards (KITS) (<http://technology.ky.gov/Governance/Pages/KITS.aspx>);
 - 2.2. Enterprise Security Policies (<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>);
 - 2.3. Enterprise Policies (<http://technology.ky.gov/policy/pages/policies.aspx>); and
 - 2.4. Enterprise IT Policies (<http://finance.ky.gov/Pages/index.aspx>).
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 MOA, 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 or any subcontractor or subrecipient in connection with performance of this MOA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor or any subcontractor or subrecipient, its officers, or employees in the performance of this MOA; (3) the Contractor's or any subcontractor's or subrecipient's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's or any subcontractor's or subrecipient's publication, translation, reproduction, delivery, performance, use,

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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 or any subcontractor's or subrecipient's employment practices during the term of this MOA; and (6) any failure of the Contractor or any subcontractor or subrecipient, 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 MOA.
6. 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 forth in the Act.
 - 6.1. "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:
 - 6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, assess code, or password, would permit access to an account;
 - 6.1.2. A Social Security number;
 - 6.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 6.1.5. A passport number or other identification number issued by the United States government; or
 - 6.1.6. 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.
 - 6.2. As provided in KRS 61.931(1), "Agency" means:
 - 6.2.1. The executive branch of state government of the Commonwealth of Kentucky;
 - 6.2.2. Every county, city, municipal corporation, urban-county government, charter county government, consolidated local government, and unified local government;
 - 6.2.3. Every organizational unit, department, division, branch, section unit, office, administrative body, program cabinet, bureau, board, commission, committee, subcommittee, ad hoc committee, council, authority, public agency, instrumentality, interagency body, special purpose governmental entity, or public corporation of an entity specified in paragraph (a) or (b) of this subsection or created, established, or controlled by an entity specified in paragraph (a) or (b) of this subsection;
 - 6.2.4. Every public school district in the Commonwealth of Kentucky; and
 - 6.2.5. Every public institution of postsecondary education, including every public university in the Commonwealth of Kentucky and public college of the entire Kentucky Community and Technical College System;
 - 6.3. As agencies of the Commonwealth of Kentucky, both Parties agree to cooperate with each other, as applicable, in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - 6.4. Both Parties shall notify as soon as possible, but not to exceed seventy-two (72) hours, the DOC, 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 relevant Party abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.
 - 6.5. The Parties agree to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
 - 6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Parties agree to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.
 - 6.7. In accordance with KRS 61.932(2)(a), the Parties 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.
7. Contractor agrees that it will 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 MOA,

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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 MOA.

8. 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 MOA.
9. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this MOA. The Contractor shall not sell or resell any and all Commonwealth data.
10. Contractor shall ensure that any and all data transmitted and received on behalf of an as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
11. Upon the expiration of the term of this MOA, 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 MOA; (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 MOA; or (3) retain the data subject to the terms of this MOA 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 options (1).
12. The parties agree that they receive all information communicated between them before the execution of this MOA 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.
13. Contractor shall not represent that a working copy, draft, or the finalized version of this MOA is identical to a previous iteration of this MOA 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.
14. During the term of this MOA, 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 affect a solution.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this MOA.
16. 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 MOA. 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.
17. Each party shall provide a contact to resolve any and all issues related to this MOA and promptly update the contact information as necessary.
18. All notices under this MOA shall be given in writing. Electronic mail constitutes a writing.
19. No change, waiver, or discharge of any liability or obligation under this MOA 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.
20. No party shall assign its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment or delegation in violation of this MOA is void.
21. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
22. This MOA shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
23. Contractor agrees that any and all violations of this MOA may result in the immediate termination of this MOA.
24. The parties agree that any claim, action, or lawsuit arising under this MOA must be brought in Franklin Circuit Court in the Commonwealth of Kentucky, and each party hereby consents to the jurisdiction and venue of such court and waives all objections as to forum non convenienc or similar doctrine.
25. If any term or provision of any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.
26. The descriptive headings in this MOA 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. No provision of this MOA shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.
27. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA.

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28. Nothing in this MOA 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.

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**Memorandum of Agreement Standard Terms and Conditions
Revised August 2024**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

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the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney