

**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 Menifee County School District, located at Frenchburg Success Academy, (“the Contractor”) (each a “Party” and collectively “Parties”) to establish an agreement for the provision of 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 2025 through the 30th day of June 2026.

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 or are in the custody of 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: when appropriate, the student, parents, general education teacher (1), special education teacher (1), a local education agency (LEA) representative, and others who can help write and implement the IEP. 707 KAR 1:320(3)
- B. Contractor personnel mean any employee of the school district providing services to the Department pursuant to this IA.
- C. Department personnel mean any employee of the Department of Juvenile Justice.
- D. Department student means individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- E. Educational administrative staff per 505 KAR 1:080(3) means a principal, assistant principal, supervisor, coordinator, director, pupil personnel worker, or guidance counselor employed or contracted to provide education services.
- F. “GED® Diploma” means the High School Equivalency Diploma pursuant to 13 KAR 3:050.

- G. Individual Client Record (“ICR”) means the hard case file of an individual student by which information and documentation is maintained by the Contractor. ICR means the electronic case file, sometimes referred to as “juvenile offender records index (JORI)” and hard case file of an individual youth by which information and documentation is maintained.
- H. The Individuals with Disabilities Education Act (IDEA) is a law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education and related services to those children, supports early intervention services for infants and toddlers and their families, and awards competitive discretionary grants.
- I. Individual Education Program (“IEP”) is defined by KRS 158.281 and means a written statement that meets the requirements of 707 KAR 1:320.
- J. Individual learning plan addendum or “ILPA” means an action plan that addresses the changed educational needs of a student based upon entry into or exit from an alternative education program that includes academic and behavioral needs of the student, criteria for the student’s re-entry into the traditional program, and provisions for regular review of the student’s progress throughout the school year while in an alternative education program. Every student who does not have an IEP shall have an ILPA.
- K. 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.
- L. State assessments: Kentucky Summative Assessments (KSA) are required for all students, grades 5 through 8, 10 and 11, as required by the Kentucky Department of Education. Testing dates will be in accordance with local school district requirements. A college admissions examination shall be administered for all high school juniors during the spring semester according to KRS 158.6453. Eligible students only include those who are within their cohort junior year; those wishing to take the college admissions exam and not meeting the cohort year requirement must work with the school district to cover the cost of the examination.
- M. Student means any individual enrolled in the school.
- N. Transition Plan per KRS 157:200 is a student-centered, individualized, and legally required component for students with disabilities under IDEA that outlines the steps, supports, and services needed to help a youth reintegrate successfully into:
 - a. A traditional public school or alternative education program,
 - b. Postsecondary education or vocational training,
 - c. Employment,
 - d. Independent or supported living, or
 - e. Community-based services.

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 Group Home Program. 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 contract signifies each Party's efforts toward professional collaboration for provision of quality education and treatment to each student for whom we share responsibility.

Section 1.

The Contractor shall:

A. General Provisions

1. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
2. Provide to the Department Education Branch at the beginning of each semester an organizational chart listing the chain of command from Superintendent through teachers to include job title, email addresses, and phone numbers.
3. Provide educational services based on youth entry and transition dates.
4. Provide one on-site a full-time principal, coordinator, school administrator, or director who shall:
 - a. Participate in management meetings or trainings;
 - b. Ensure that Contractor personnel cooperate during the Department's Education Branch monitoring;
 - i. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
 - c. Ensure substitute teachers are secured, if available, or other appropriate coverage is in place for any teacher that is absent all or part of a school day;
 - d. Have a plan to ensure adequate housekeeping and maintenance of the facility;
 - e. Identify and utilize community resources; and
 - f. Oversee the certified evaluation process.
5. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Addendum A), cooperate with investigation of misconduct, and notify the Department Branch Manager within ten (10) school days of a decision related to such an investigation. 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 personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department program, and the Contractor shall forthwith provide a different teacher or other Contractor personnel to replace the individual not permitted to return.
6. 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. Required Staffing shall be adequately provided by the LEA to ensure reasonable educational services to all juveniles to meet their educational needs. This shall include provision of appropriate staff to meet the needs of the Master School Schedule and provide a 6-hour instructional school day for students provided by a certified teacher. The LEA shall ensure that appropriate certified teachers are available if a teacher is not present during the school day due to any leave of absence.
7. Ensure that any classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350. Teacher pupil ratio relates to the number of students a teacher can have on their case load, not students in one classroom. 707 KAR 1:350 1(1) Least Restrictive Environment does not support the practice of placing all SPED students in one classroom.
8. 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.
9. Provide 210 instructional days. Educational services shall be provided in-person unless there are extraordinary circumstances requiring non-traditional instruction. Non-traditional instruction (NTI) may

- be utilized according to 701 KAR 5:150. Special Education services must be provided on all school days for students with a designated need.
10. Provide each student 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 extended day for each day beyond the local school district calendar.
 11. Ensure the program operates within the traditional school day, which includes appropriate time for mealtimes, breaks, and direct instruction.
 12. Submit the yearly school calendar and daily school schedule to the Department facility leadership and the Department Education Branch manager by August 1 for the upcoming school year. Any changes to the calendar or daily school schedule must be sent to the Education Branch manager. Vocational programming, as available, shall be included on the school calendar.
 13. Submit the Contractor professional development plan to the Department Education Branch manager by August 1 for the upcoming school year.
 14. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers and data lines.
 15. Provide incentives to students for educational participation and formal recognition of specific educational, technical, and vocational achievements.
 16. Ensure supervision and security procedures address:
 - a. Constant supervision of students;
 - b. Student and visitor searches;
 - c. Instances when police or resource officer may be called; and
 - d. Key control.
 17. Acknowledge and agree all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
 18. Notify the Department Education Branch manager of any alleged abuse within the program within twenty-four (24) hours of becoming aware of the allegation.
 19. Immediately notify the Department Education Branch manager of the media's request for information or coverage of the Day Treatment program, its personnel, or students actively enrolled in the program.
 20. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
 21. Require Contractor personnel to follow instructional best practices which include teacher-led instruction, modeling and guided practice and interactive discussions led by the teacher for at least 30 minutes of each class period. Written lesson plans or curriculum maps shall be developed, which shall include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
 22. Require Contractor education personnel to provide instruction that addresses the Learning Styles of each student.
 23. Agree and acknowledge that Contractor personnel shall comply with the dress code for DJJ staff as set forth in Department Policy Number DJJPP 116. (Appendix A)
 24. Ensure information about Career Clusters and Learning Styles are displayed within the classroom area.
 25. Ensure library services are provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
 26. Establish a formal grievance process in their Standard Operating Procedures Manual.
 27. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
 28. Ensure all Contractor personnel providing services pursuant to this IA have undergone criminal background investigations and are not required to register as a sex offender and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
 29. Prohibit Contractor personnel from discussing a Department students' legal status with any other individual.
 30. Have a written policy mandating zero-tolerance toward all forms of sexual abuse, sexual harassment, sexual contact, or any type of sexual offense and outlining the Contractor's approach to preventing, detecting, and responding to such conduct and submit all such policies to the Department.

31. Ensure Contractor personnel participate in all mandatory training requirements as directed by federal and state 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. Contractor staff shall participate in Department Education Branch trainings, documentation, and on-going assistance regarding all students.
32. Submit documentation and data as requested for use by the Department.
33. Ensure the principal, coordinator, school administrator, or director holds monthly staff meetings for all Contractor personnel. Monthly staff meetings may include personnel being present or via phone or video conference meetings.
34. Ensure appropriate Contractor and Department personnel (Counselor, Youth Services Program Supervisor, licensed behavior health professional, and Juvenile Social Worker) are invited to participate in any educational meetings and meetings of the Admissions and Release Committee (ARC) meetings, when appropriate.
35. Provide the Department personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.
36. Ensure no Department 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, DJJ students shall be closely monitored.
37. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-13.
38. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised through KDE's Internet Content Management System (ICMS) and is purposeful for the completion of academic/vocational learning objectives.
39. Within 30 calendar days of the date of this agreement, the Contractor agrees to provide access to the Kentucky Student Information System (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements.
40. KSIS/Infinite Campus access shall be limited to DJJ Education Branch Manager and the identified Education staff for the purposes of monitoring, technical assistance and tracking student progress.
41. KSIS/Infinite Campus access for the DJJ 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. The DJJ Education Branch shall have the ability to generate reports based on student information.
42. Student data including, but not limited to, behavior, grades, and program participation shall be recorded in Infinite Campus. Assure 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. This information is to be included when transferring records to the next agency providing education services. The Department shall be provided access to Infinite Campus data standards that are applicable to the Department's monitoring purposes.

B. Admissions

1. Serve the students residing at the local Department Group Home.
2. Discuss the student's educational status with the parent or caregiver within five (5) business days of admission.
3. Document completion of orientation by a statement signed and dated by the student.

C. Student Assessments and Records

1. Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.

2. Conduct educational (reading and math) and vocational assessments within five (5) school days of the student's admission if previous results are not available. Every student shall be assessed annually.
3. Ensure students complete career assessments to include career aptitude, career interest inventory, learning and working styles and barriers to employment, which shall at a minimum:
 - a. Assist in integrating academic vocational and work assignments, and treatment goals;
 - b. Assist personnel as they communicate with students;
 - c. Assist in developing each student's ILP, Transition Planning, and Aftercare Plan; and
 - d. Provide each student with workplace readiness skills.
4. Ensure student grades and achievements are emailed or sent per district policy to the parent or guardian on the same schedule as for students in the local school district
5. Ensure each student is included in district wide and statewide assessments including any state assessment, KSA, and ACT. Submit Contractor testing schedule to the Department facility leadership and Education Branch manager as early as possible prior to the testing window.
6. For students eligible for GED testing, ensure students earns grades and credits toward a diploma while preparing for GED testing.
7. 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).

D. Treatment Services/Mental Health

1. 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 shall 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.
2. Assist in integrating the student's ILP and, if applicable, the Individual Education Program (IEP) with the student's Individual Treatment Plan (ITP).
3. Prominently display the statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number per KRS 156.095 (8). Ensure compliance with KRS 156.095. All public schools are required to provide suicide prevention awareness information to students in grades six through twelve. This training must be delivered twice each school year: once by September 15 and again by January 15. The information can be presented in person, through live streaming, or via a video recording. If a student is absent during the scheduled training, the school must ensure the student receives the lesson at a later date.

E. Medical

1. Ensure written health care procedures are in the program's Standard Operating Procedure Manual.
2. Ensure all Contractor personnel are trained to administer first aid while waiting for medical personnel to arrive.
3. Ensure first aid kits shall be available.
4. Record any medical attention administered in the student's file.
5. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death, In such an event:
 - a. Personnel on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques;
 - b. Contractor personnel shall not provide statements to the press;
 - c. Personnel with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, and time, coroner was notified, and pronouncement of death given, subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR and shared with the facility and Education Branch; and

- d. A complete copy of all records relating to the student shall be forwarded to the Department's Office of Legal Counsel within seventy-two (72) hours.
- 6. Not discriminate against a student with Human Immunodeficiency Virus, Acquired Immunodeficiency Syndrome, or Sexually Transmitted Infection.
 - a. The following factors may assist in determining whether to continue placement in school:
 - i. The ability of the student to manage aggressive or sexual behaviors;
 - ii. The maturity and ability of other students in the program to protect themselves from infection; and
 - iii. The availability of medical treatment, as needed; and
 - b. These factors shall not in themselves preclude the student's continuation in the program but shall be considered in relationship to the program's structure and supervision capabilities.
- 7. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
 - a. Promote a safe and healthy environment;
 - b. Reduce the incidence and spread of disease;
 - c. Ensure that student infected with these diseases receive prompt care and treatment; and
 - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

F. Behavior Management

- 1. Ensure that Department students are subject to the same code of acceptable school behavior and disciplinary measures consistent with all other Contractor students.
- 2. Enforce behavioral expectations with all students.
- 3. Ensure disciplinary measures do not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- 4. Make students aware of the rules, consequences, and safety and security responses as part of the program orientation.
 - a. Students shall receive a student handbook upon admission; and
 - b. Rules and sanctions shall be conspicuously posted in the school.
- 5. Establish a system of graduated responses for rule violations.
- 6. Include alternatives to suspension and expulsion in the program's system for behavior management.
- 7. Agree that sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and personnel in line with the following requirements:
 - a. Sanctions shall:
 - i. Be used when dealing with unacceptable behavior; and
 - ii. Be natural, logical, and appropriate.
 - b. Sanctions shall not:
 - i. Be used to demonstrate a personnel's authority over students;
 - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate students;
 - iii. Include the withholding of meals, snacks, educational access, required recreation; or
 - iv. Include the use of restraints or isolation; and
 - c. Any sanctions issued for a rule violation shall be documented in the student's file.
- 8. Ensure Contractor personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - a. Incentives may be used to reward or motivate positive behavior.
- 9. Utilize least restrictive behavior management techniques that safely manage student behavior.
- 10. When on school property, only use physical restraint/management when a student presents a clear danger to himself, others, or property and only by contractor personnel trained in the contractor's approved physical restraint procedures according to school district policy.
- 11. Document any use of physical restraint or management.
- 12. Not use mechanical restraints.

13. Immediately report to the Department Group Home Facility Manager incidents which present an imminent threat to the safety or security of a Department student and complete an incident report as described in DJJPP 1019 (Addendum B).
14. Ensure no individual student or group of students shall be given control or authority over other students.
15. Ensure Contractor personnel are knowledgeable of the content of the daily behavior log and record incidents as needed to enhance communication to better address the individual needs of the student.
16. Provide the Department personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.
17. Ensure Contractor personnel communicate with Department facility shift supervisor any incidents which may impact the educational day and record behavioral incidents in Kentucky Student Information System (KSIS).

G. Environmental

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

H. Safety and Security

1. Follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
2. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all personnel annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
3. Have an anonymous reporting tool that allows students, parents, and community members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials.
4. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures.
5. Ensure all entrance doors shall be locked at all times.
6. Establish procedures providing for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment and flammable, toxic, caustic, and other hazardous (FTC) materials, including but not limited to:
 - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school;
 - b. A tool control system; and
 - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

Section 2.

The Department shall:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
- B. Provide the Contractor's principal, coordinator, school administrator, or director or designee as much notice as possible prior to a student being admitted to or discharged from the program.

- C. Ensure the principal, coordinator, 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 in order to meet the individual needs of the student.
- E. Provide the principal, coordinator, 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 for Department students 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 for the benefit of Department students. Notify the Department Education Branch manager, principal, coordinator, school administrator, or director or designee of any grievance involving the Contractor personnel. Each Party will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
 - Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the Contractor's principal, coordinator, 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 leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee. 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 Contractor's principal, coordinator, 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 leadership, Education Branch manager, principal, coordinator, school administrator, director, or designee.
- G. Ensure appropriate Department personnel may attend any educational meetings and meetings of the Admissions and Release Committee (ARC meetings) as described in A33 above.
- H. Provide training and technical assistance to Contractor through Education Branch staff.
- I. Provide Department student intake and transition information as soon as possible on all in-coming and out-going students.
- J. Department facility leadership will participate in ongoing professional development as provided by the Department Education Branch.
- K. Collaboratively develop with the Contractor a written school behavior plan that teaches and rewards good behavior, reduces negative behavior, and is consistent with the Department facility behavior management system. Plan should include appropriate consequences for an undesirable classroom behavior.
- L. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- M. 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.
- N. Ensure Contractor personnel is provided all mandatory Department trainings as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards.
- O. Participate in Department Education Branch monitoring, trainings, documentation, and on-going assistance regarding all students.
- P. Report educational and vocational concerns to the Department Education Branch.

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: _____