

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

This Interagency Agreement ("IA") is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice ("the Department" or "Commonwealth") and Todd County School District, located at Todd County Day Treatment, ("the Contractor") (each a "Party" and collectively "Parties") to establish an agreement for the provision of a full continuum of educational services for students enrolled in the Day Treatment program as provided by KRS 605.093. The initial IA is effective from the 1st day of July 2026 through the 30th day of June 2027.

WITNESSETH, THAT:

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

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

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

Definitions:

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.

- A. "Admissions and Release Committee (ARC)" means a meeting to discuss and plan a student's Individual Education Program (IEP) goals, objectives, and benchmarks for the next year. The ARC members include the parents, general education teacher (1), special education teacher (1), a local education agency (LEA) representative, others who can help write and implement the IEP as appropriate, and the student, if appropriate. 707 KAR 1:320(3)
- B. "Contractor personnel" means any employee of the school district providing services to the Department pursuant to this IA.
- C. "Department personnel" means any employee of the Department of Juvenile Justice.
- D. "Department student" means individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- E. "GED® Diploma (GED)" means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- F. "Individual Client Record (ICR)" means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- G. "Individuals with Disabilities Education Act (IDEA)" means the 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.

- H. "Individual Education Program (IEP)" means a written statement that meets the requirements of 707 KAR 1:320, or as defined by KRS 158.281.
- I. "Individual learning plan (ILP)" means a comprehensive framework designed to guide students in grades 6 through 12 in their academic and career planning, focusing on personal goals and postsecondary education.
- J. "Individual learning plan addendum (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.
- 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, or a plan created as otherwise permitted by regulation.
- L. "State assessments" or "Kentucky Summative Assessments (KSA)" means any assessment required for all students, grades 5 through 8, as well as 10 and 11, as required by the Kentucky Department of Education.
- M. "Student" means any individual enrolled in the school.
- N. "Transition Plan" means a student-centered, individualized component legally required by KRS 157.200 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 Contracted Day Treatment Program. The mutual goal and intention of each of the Parties is to maintain the needs of each student as our priority in fulfillment of this IA. This IA is meant to foster excellence in education and treatment and is not meant to inhibit either Party in meeting their respective goals, but rather to foster collaborative services on the part of both Parties. The expectation is that this IA will provide the basis for the highest quality 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, full-time principal, coordinator, school administrator, or director who shall:
 - a. Participate in management meetings or trainings;
 - b. Participate (with other Contractor personnel) in the Department's Education Branch trainings and other pertinent training(s) as recommended by the Department;
 - c. Submit to the Department by the 5th of each month a complete, accurate, and cumulative Monthly Medicaid Report;
 - d. Submit to the Department by the 15th of each month a completed program report to include expenditures; this includes the payment request page, student list and required information, and applicable budgetary report information;
 - e. Conduct monthly staff meetings for all contracted school staff program personnel;
 - f. Conduct monthly auditing of student treatment files for content, timelines met, and quality of documentation;
 - g. Ensure that student treatment files are uniformly compiled and kept confidential and secure;
 - h. Ensure that Contractor personnel cooperate during the Department's Education Branch monitoring;
 - i. Agree to the following conditions related to the Department's Education Branch monitoring:
 - i. Department personnel shall have access to student files and program records to complete program audits and monitoring;
 - ii. All student surveys, personnel surveys, and collateral contact surveys shall be completed as part of Department monitoring; and
 - iii. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
 - j. Ensure a substitute teacher is secured, if available, or other appropriate coverage is in place for each Contractor personnel absent all or part of a school day;
 - k. Ensure students with an IEP receive educational services from a certified Special Education teacher as identified in their IEP;
 - l. Have a plan to ensure adequate housekeeping and maintenance of the facility;
 - m. Identify and utilize community resources; And
 - n. Oversee the certified evaluation process.
5. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Appendix A), cooperate with investigation of misconduct, and notify the Department's Branch Manager within ten (10) school days of decision related to such an investigation. If a violation occurs, disciplinary actions relating to Contractor personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that Contractor personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department's program, and the Contractor shall forthwith provide a different teacher or other educational personnel to replace the individual not permitted to return.
6. Ensure the teacher to pupil ratio shall average, based on average daily attendance as defined by statute, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. 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 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 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 33 instructional days beyond the 1062 hour approved school calendar. Educational services shall be provided in person. Non-traditional instruction (NTI) may be utilized pursuant to 701 KAR 5:150. Special Education services shall 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 provide a minimum of four (4) hours of instruction per day for each day beyond the local school district calendar. Instruction delivered exclusively or primarily through virtual, remote, or video-conferenced means is expressly prohibited under this Agreement with an exception for approved district NTI days. Contract personnel shall not provide instruction from an off-site location through video, livestream, or other remote access technologies as a substitute for in-person classroom instruction.
11. Ensure the program operates within the traditional school day, which shall include appropriate time for mealtimes, breaks, and direct instruction.
12. Submit the yearly school calendar and daily school schedule to the Department facility leadership, if applicable, and the Department Education Branch manager by August 1 for the upcoming school year. Daily school schedule should include six (6) hours of instruction including teacher planning times and 30 minutes duty free lunch per KRS 337.355. Any changes to the calendar or daily school schedule must be sent to the Department Education Branch manager. Vocational programming, as available, shall be included on the school calendar.
13. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers and data lines.
14. Provide incentives and formal recognition to students for educational participation and specific educational, technical, and vocational achievements.
15. Provide or arrange for the provision of daily transportation of students to and from school.
16. Ensure supervision and security procedures shall address:
 - a. Constant supervision of students;
 - b. Student and visitor searches;
 - c. Instances when police/resource officer may be called; and
 - d. Key control.
17. Acknowledge and agree that all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
18. Notify the Department's Education Branch manager of any alleged abuse within the program within 24 hours of any Contractor personnel becoming aware of the allegation.
19. Immediately notify the Department's 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 personnel to provide instruction that addresses the Learning Styles of each student.
23. Ensure information about Career Clusters and Learning Styles Inventory are displayed within the classroom areas.
24. 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.
25. Ensure that procedures are in place to address student absences from the program.
26. Maintain regular contact with the student's parent or caregiver, to include at the minimum the following:

- a. The counselor shall communicate with the student's parent or guardian at least once every fourteen (14) calendar days;
 - b. If contact cannot be made, the attempted contact shall be recorded in the student's ICR; and
 - c. Each family contact and service shall be recorded in the student's ICR.
- 27. Notify the Juvenile Service Worker (JSW) and Department group home, when appropriate, when a Department student is absent or leaves the school grounds without permission.
 - a. Notification shall be documented; and
 - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
- 28. Establish a formal grievance process related to Department students in their Standard Operating Procedures Manual.
- 29. Ensure that students aggrieved by actions arising from service rendered under this agreement shall be afforded the right to file a grievance, including the opportunity for a hearing. Upon enrollment or entry into the school, Department students shall be informed of the grievance process and shall execute written acknowledgment confirming their understanding of such procedures.
- 30. Participate fully in the monitoring of this IA.
- 31. Ensure all personnel have undergone Child Abuse and Neglect, and National Crime Information center background check, are not required to register as a sex offender, and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
- 32. Ensure that each certified and classified Contractor personnel shall be prohibited from discussing a Department student's legal status with any other individual and protect the confidentiality of all students.
- 33. 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.
- 34. Contractor staff shall participate in Department Education Branch training, documentation, and on-going assistance regarding all students.
 - a. If a contractor staff registers for a Department-funded training event and fails to attend without providing written cancellation prior to the event, the Contractor shall reimburse the Department for any non-refundable or unrecoverable expenses incurred on behalf of that employee. The Department shall provide an itemized invoice, and the Contractor agrees to remit payment within thirty (30) days of receipt.
 - b. The Department may waive reimbursement requirements in documented cases of emergency or circumstances beyond the control of the employee or Contractor.
- 35. Ensure items purchased with Department grant funding (Title I Part D) are tagged and identified as Title I property, which shall include but not be limited to:
 - a. A written inventory shall be kept, including serial numbers, when applicable;
 - b. Software licenses purchased by Title I Part D, shall be tracked and identified on corresponding hardware; and
 - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
- 36. Ensure appropriate Contractor and Department personnel are invited to participate in any educational meetings and meetings of the ARC meetings, when appropriate pursuant to 707 KAR 1:320(3).
- 37. Ensure no Department student is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, Department youth shall be closely monitored.
- 38. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-13.
- 39. 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. Within 30 calendar days of the date of this agreement, the Contractor agrees to provide access to the Kentucky Student Information System

(KSYS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements.

40. Provide Department KSYS/Infinite Campus access to the Department Education Branch Manager and the identified Education staff for the purposes of monitoring, technical assistance and tracking student progress.
41. Limit Department KSYS/Infinite Campus access to the Department Education Branch Manager, and the identified Education staff shall have Read-only access which 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 Department Education Branch shall have the ability to generate reports based on student information.
42. Record student data including, but not limited to, behavior, grades, and program participation in Infinite Campus. The Contractor shall ensure each department student's educational record contains specific name of courses each Department student is taking or has completed, amount of time in the course, and grades and credits earned while in the program. This information shall be included when transferring records to the next agency providing education services. The Contractor shall provide access to Infinite Campus data standards that are applicable to the Department's monitoring purposes.

B. Admissions

1. Give priority admission to students in the following descending order provided below:
 - a. Department committed or probated students;
 - b. Other students adjudicated on public or status offenses;
 - c. Students court ordered;
 - d. Students referred by the FAIR Team or court designated worker (CDW); and
 - e. School referred students with severe behavioral issues in the school and in the community or per local school board policy.
2. Have written Standard Operating Procedures (SOPs) that have been reviewed by the Department's Education Branch, to be followed when accepting or declining a referral.
3. Distribute a copy of the admission criteria and procedures to referring agencies and interested parties.
4. Discuss Department student educational status with the parent or caregiver within five (5) business days of admission.
5. Document completion of orientation by a statement signed and dated by the youth and parent or caregiver.

C. Student Assessments and Records

1. Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
2. Administer educational (reading and math) and vocational assessments within fourteen (14) school days of admission unless a previous assessment within the last school semester is available.
3. Ensure Department students complete a career assessment to include aptitude, interest inventory, and learning and working styles, which shall at a minimum:
 - a. Assist in integrating academic vocational and work assignments, and treatment goals;
 - b. Assist personnel as they communicate with students;
 - c. Assist in developing each student's ILP and Transition Plan; and
 - d. Provide each student with workplace readiness skills.
4. Create, review and revise, as needed, the ILP pursuant to 704 KAR 3:305 for each student and write an ILPA as described in 704 KAR 19:002 or IEP as described in 707 KAR 1:320, as applicable, using results of educational and vocational assessments. Every student who does not have an IEP shall have an ILPA.
5. Update the ILP when a student earns a diploma, certificate of program completion, or a GED. The plan shall include evaluated work experience, vocational education and higher education through correspondence or on-campus courses.

6. Ensure student grades and achievements are emailed or sent per district policy to the parent or guardian on the same schedule as for students in the local school district.
7. Ensure each student is included in district wide and statewide assessments including any state assessment, KSA, or any college readiness exam, including but not limited to SATs or ACTs.
8. Submit Contractor testing schedule to the Department facility leadership and Education Branch manager as early as possible prior to the testing window. Testing dates shall 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.
9. For students eligible for GED testing, ensure students earn grades and credits toward a diploma while preparing for GED testing.
10. 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).
11. Maintain an ICR for all students who are committed to the Department but not placed in a group home and enter information from the ICR into the group home's electronic record for students who are placed in a group home in conformance with the following requirements:
 - a. All student records shall be marked "confidential" and kept in locked file cabinets;
 - b. Personnel shall not take student records off the premises;
 - c. If another student must be identified in a student record, they shall be identified by initials only; and
 - d. Access to all records shall be limited to those who have a right or a need-to-know specific information.

D. Treatment Services/Mental Health

1. Ensure the appropriate behavioral health care provider performs or supervises the provision of any appropriate behavioral health care, including but not limited to creating or changing treatment plans and counseling services, for students. These services shall be provided in compliance with 907 KAR 3:020 or other applicable laws, regulations and policies.
2. Screen students upon admission for suicide risk factors in line with the following requirements:
 - a. All Contractor personnel shall be trained regarding verbal and behavioral cues of suicide risk and shall observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior; and
 - b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 158.039.
3. Ensure compliance with KRS 158.039. 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.
4. Prominently display the statewide child abuse hotline number, safe haven baby box crisis line number, and the National Human Trafficking Reporting Hotline number shall be prominently displayed pursuant to KRS 158.041.
5. Ensure the Orientation Treatment Plan procedures:
 - a. Be completed within one (1) week of admission; and
 - b. Use the DJJ Orientation Treatment Plan form.
6. Utilize a trauma informed approach and evidence-based practice in the provision of counseling services.
7. Make substance abuse education available.
8. Provide counseling services on an emergency basis and upon student's request, as needed.
9. Agree that individual counseling shall be:

- a. Conducted a minimum of one (1) scheduled hour per week;
 - b. Documented in the ICR within seven (7) days;
 - c. Utilized to help the students make changes in thinking and behavior consistent with pro-social norms; and
 - d. Utilized to assist students in meeting goals and tasks identified on the student's ITP.
10. Agree that group counseling shall be:
- a. Conducted for one (1) hour at a minimum of two (2) times per week;
 - b. Documented by summary in the ICR within seven (7) days.
 - c. Limited to twelve (12) students in any one session;
 - d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms; and
 - e. Utilized to discuss specific and common issues, conflicts, and concerns.
11. Make family counseling available if indicated on the student's ITP.
12. Ensure the treatment team meets on a weekly basis in line with the following requirements:
- a. Treatment team shall include the student, the student's family, Juvenile Service Worker, counselor, certified educational personnel, youth worker staff (if available), and other approved individuals;
 - b. Students shall meet with treatment team at least every ten (10) school days;
 - c. The treatment team shall be responsible for making all treatment decisions regarding the student; and
 - d. The counselor shall document the treatment team meeting in the ICR within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
13. Contact parents or guardians within 24 hours if a student needs a referral based on a mental health concern.
14. Complete an ITP conference within 10 school days of admission in line with the following requirements:
- a. The student, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference;
 - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver;
 - c. Members of the assigned treatment team shall participate in this conference;
 - d. The ITP shall include measurable interventions and tasks;
 - e. The ITP shall include an initial transition plan;
 - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants;
 - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional; and
 - h. A copy of the ITP shall be given to the student, parent, or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
15. Review the ITP at least every sixty (60) calendar days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.
16. Hold a Treatment Team meeting thirty (30) calendar days prior to a student's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Contractor shall ensure each student meets with the Treatment Team at least once prior to returning to their home school.
17. For any student transitioning back to the regular public-school setting, complete a transition plan, and a transitional planning conference may be held ten (10) school days prior to the student's anticipated release to support the student in their reentry into the appropriate school setting.
18. Make changes to behavioral health services in response to the Commonwealth's monitoring process pursuant to a program improvement plan as described in A.4.
19. Make changes to behavioral health services in compliance with amendments to law, policies, or billing practices pursuant to a program improvement plan as described in A.4.

E. Medical

1. Provide access to emergency medical care while students are at the program.
2. Have written health care procedures in the program's Standard Operating Procedure Manual.
3. Ensure the provision of health care services such as first aid or medication administration is conducted according to Contractor policy and the requirements of KRS 158.838.
4. Record any medical attention administered according to Contractor guidelines.
5. Screen students for any health care needs pursuant to 702 KAR 001:160 and contact and assist parents or guardians in finding the appropriate community resources if a problem is suspected.
6. Make family planning education and counseling regarding aspects of sexuality available in the program or by referral to appropriate community providers.
7. Screen students for drug and alcohol abuse prior to admission to the program by trained, gender appropriate personnel. Random screenings may be administered.
8. Provide drug and alcohol relapse prevention education.
9. Seek medical clearance for students who demonstrate signs of intoxication or withdrawal.
10. Immediately contact the student's parents and the Department Commissioner and complete and forward an incident report to Department Administration within twenty-four (24) hours, if a student is seriously injured, seriously ill, or has attempted suicide.
11. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death. In such an event:
 - a. Contractor personnel on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques;
 - b. The school shall notify the Department Commissioner and the Juvenile Service Worker (JSW) as soon as possible;
 - c. Contractor shall not provide statements to the press;
 - d. Contractor personnel with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified, and pronouncement of death given, and subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR; and
 - e. A complete copy of all records relating to the student shall be forwarded to the Justice and Public Safety Cabinet Office of Legal Services within seventy-two (72) hours.
12. Not discriminate against a student with an on-going, contagious medical condition, and shall follow the requirements in KRS 158.160
 - a. The following factors may assist in determining whether to continue placement in school:
 - i. The ability of the student to manage aggressive or sexual behaviors;
 - ii. The maturity and ability of other students in the program to protect themselves from infection; and
 - iii. The availability of medical treatment, as needed.
 - b. These factors shall not in themselves preclude the student's continuation in the program but shall be considered in relationship to the program's structure and supervision capabilities.
13. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
 - a. Promote a safe and healthy environment;
 - b. Reduce the incidence and spread of disease;
 - c. Ensure that students infected with these diseases receive prompt care and treatment; and
 - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

F. Behavior Management

1. Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.

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

G. Environmental

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

H. Safety and Security

1. Follow the provisions for school safety established by KRS 158.441 through 158.449, and KRS 158.160 through 158.164.
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. Include the day treatment program in the audit process if the school district is participating in a Kentucky Center for School Safety audit.
4. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures.
5. .
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 federal or state laws and regulations.
- B. Provide the 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 is notified of a suspected educational disability using the Child Find form.
- D. Provide Contractor, on a need-to-know basis, access to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Provide the principal, coordinator, school administrator, or director or designee notice of relevant meetings at the same time other Department personnel are provided notice.
- F. Notify the Department Education Branch manager, principal, coordinator, school administrator, or director of any grievance involving Contractor personnel. Each Party will address the grievance according to their respective policies and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
 - Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the principal, coordinator, school administrator, or director, 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 Executive Director of Program Services or Detention as applicable, and the Contractor Superintendent or designee, who is not the principal, coordinator, school administrator, or director, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate, and reach a resolution. This resolution will be formalized in writing and conveyed to the Department facility leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee.
- G. Ensure appropriate Department personnel may attend any educational meetings and ARC meetings.
- H. Provide training and technical assistance to Contractor through Department personnel.
- I. Provide Department students intake and transition information as soon as possible on all incoming and outgoing students.

- J. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- K. Ensure Contractor personnel are provided all mandatory Department trainings as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards.
- L. Participate in Department Education Branch monitoring, training, documentation, and ongoing assistance regarding all students.
- M. Report educational and/or vocational concerns to the Education Branch.

Section 3

The parties agree:

- A. The Contractor is an alternative program for the purposes of KRS 158.150, meaning the Contractor shall provide educational services to a student, even if that student is expelled from the Contractor's school district.

Section 4.

Justice and Public Safety Cabinet Terms and Conditions

The Parties agree:

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

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

Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this IA.

9. Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this IA.
10. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this IA. The Contractor shall not sell or resell any and all Commonwealth data.
11. Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
12. Upon the expiration of the term of this IA, unless it is renewed prior to its expiration, Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; or (3) retain the data subject to the terms of this IA regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
13. The Contractor agrees that the Commonwealth, and its duly authorized agents and designees, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this IA for the purpose of a financial audit or program review, including confidential and proprietary information. The Contractor also recognizes that any and all books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, except to the extent that books, documents, papers, records, or other evidence is subject to KRS 61.878(1)(c)(1).
14. The Contractor shall comply, at a minimum, with the Records Retention Schedule promulgated by the State Archives and Records Commission applicable to the agency to which it is providing goods, services, revenue, or any and all combinations thereof pursuant to this Agreement.
15. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to any public health emergency when providing services pursuant to this IA.
16. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to any public health emergency.
17. The parties agree that they receive all information communicated between them before the execution of this IA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
18. Contractor shall not represent that a working copy, draft, or the finalized version of this IA is identical to a previous iteration of this IA if the Contractor has made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
19. During the term of this IA, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
20. In no event shall any person or entity be deemed to be a third-party beneficiary of this IA.
21. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this IA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
22. Each party shall provide a contact to resolve any and all issues related to this IA and promptly update the contact information as necessary.
23. All notices under this IA shall be given in writing. Electronic mail constitutes a writing.

24. No change, waiver, or discharge of any liability or obligation under this IA on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
25. No party shall assign its respective rights or obligations under this IA without prior written consent of the other party. Any purported assignment or delegation in violation of this IA is void.
26. The terms and conditions of this IA may only be amended by mutual written consent of both parties.
27. Contractor agrees that any and all violations of this IA may result in the immediate termination of this IA.
28. If any term or provision or any part of this IA is declared invalid or unenforceable, the remainder of this IA shall not be affected, and each term and provision of this IA shall be valid and enforceable to the fullest extent permitted by the law.
29. The descriptive headings in this IA are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within nor any materials incorporated by reference.
30. No provision of this IA shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.
31. This IA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this IA.
32. Nothing in this IA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

COMMONWEALTH: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: _____
DJJ Commissioner Signature

DATE: _____

CONTRACTOR: _____
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: _____

DATE: _____



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 523 2600004681 **Version:** 1

Record Date:

Document Description: Todd County BOE DAY TREATMENT- FY 27-28

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Sara Briggs
Phone: 502-892-3597
E-mail: SaraB.Briggs@ky.gov

Vendor Name:	Vendor No.	KY0035888
TODD COUNTY BOARD OF EDUCATION	Vendor Contact Name:	Keylie Fears
205 AIRPORT ROAD	Phone:	270-265-2436
ELKTON KY 42220	E-mail:	keylie.fears@todd.kyschools.us

Shipping Information:

DJJ - Fiscal Branch
1025 Capital Center Drive
Bldg #3 - 3rd Floor
Frankfort KY 40601

Billing Information:

DJJ - Fiscal Branch
1025 Capital Center Drive
Bldg #3 - 3rd Floor
Frankfort KY 40601

Effective From: 07/01/2026

Effective To: 06/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		DAY TREATMENT SERVICES- FY 2027	\$0.000000	\$73,710.00	\$73,710.00

Extended Description:

Expenditures to operate the day treatment program. These expenditures must be within an approved budget as submitted by application to the Department of Juvenile Justice.

Effective From: 07/01/2027

Effective To: 06/30/2028

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		DAY TREATMENT SERVICES- FY 2028	\$0.000000	\$73,710.00	\$73,710.00

Extended Description:

Expenditures to operate the day treatment program. These expenditures must be within an approved budget as submitted by application to the Department of Juvenile Justice.

TOTAL CONTRACT AMOUNT	\$147,420.00
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	Document Phase	Document Description	Page 3
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

Memorandum of Agreement

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”) and Todd County Board of Education (“the Contractor”) to establish an agreement for Day Treatment Services. This MOA is effective from July 1, 2026, through June 30, 2028

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. “Agent” shall mean a person authorized to act on behalf of one of the parties pursuant to this MOA.
2. “Commonwealth” shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Juvenile Justice.
3. “Commonwealth data” shall mean 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.
4. “Commissioner” shall mean the Commissioner of the Department of Juvenile Justice.
5. “Contractor personnel” shall mean an agent, employee, subcontractor, vendor, volunteer, or any other individual or entity acting on behalf of the Contractor that provides services pursuant to this MOA.
6. “Department” shall mean the Department of Juvenile Justice.
7. “Facility” shall mean each Department’s physical location with staff who have responsibilities related to the direct care of juveniles.
8. “Health care professional” shall mean physician, osteopath, advanced practice registered nurse, physician assistant, or other medical professional who is licensed and has prescriptive authority under the laws of the Commonwealth of Kentucky.
9. “IIB” shall mean the Internal Investigations Branch of the Justice and Public Safety Cabinet.
10. “ITP” shall mean Individual Treatment Plan.
11. “Juvenile” shall mean a person under the age of 18 who is under the custody, control, or supervision of the Department of Juvenile Justice as a result of a court order or interstate supervision and receives services from the Contractor pursuant to this MOA.
12. “PREA” shall mean the Prison Rape Elimination Act, 34 U.S.C.A. § 30301, et seq., (formerly cited as 42 U.S.C. §15601, et seq.) and all applicable PREA National Standards (28 C.F.R. Part 115), which can be found at www.prearesourcecenter.org.
13. “Remote services” shall mean 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.

Materials Incorporated by Reference:

	Document Phase	Document Description	Page 4
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

1. Department of Juvenile Justice's Program Application
2. Interagency Agreement and Memorandum of Understanding
3. Contractor Organizational Chart (III.-11.)

II. Scope of Services:

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 shall perform monitoring of the Contractor at a minimum of twice a year, providing the Contractor all monitoring tools for prior review and clarification. Monitoring dates and times shall be scheduled in advance of the visit.
 - 1.2. Technical assistance shall be available to the Contractor upon request. Requests for technical assistance shall be submitted to the contractor program administrator.
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.
 - 3.1 Training shall be provided at no cost to the Contractor.
 - 3.2 The Commonwealth shall not be responsible for any costs or expenses related to Contractor training including but not limited to lodging, travel, and meals.
 - 3.3 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 agency policies and procedures.
 - 4.2. If grievance cannot be resolved within the time frames defined by the respective policies and procedures the following method shall be used:
 - 4.2.1. The local Juvenile Services District Supervisor or Commonwealth Facility Manager and the Contractor employee shall meet to discuss, clarify, and resolve the grievance.
 - 4.2.1.1. If the grievance cannot be resolved, it shall then be referred to the local Juvenile Services Regional Manager or Facilities Regional Administrator.
 - 4.2.2. The local Juvenile Services Regional Manager or the Facilities Regional Administrator shall meet with the Contractor Program Director to discuss, clarify, and resolve the grievance.
 - 4.2.2.1. If grievance cannot be resolved it shall be referred in written form to the Commonwealth Education Branch Manager.
 - 4.2.3. The Commonwealth Education Branch Manager and the Superintendent of the Contractor's school district shall meet to discuss, clarify, and resolve the grievance.
 - 4.2.3.1. If the grievance cannot be resolved, it shall then be referred in written form to the Commonwealth's Program Services Division Director.
 - 4.2.3.2. The Commonwealth's Program Service Division Director 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.
 - 4.2.4. If assistance is needed to identify any of the appropriate staff mentioned above, contact the Commonwealth Education Branch Manager for assistance.
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. Comply with the Interagency Agreement and Memorandum of Understanding.

	Document Phase	Document Description	Page 5
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

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.

The Contractor shall:

1. Perform the functions described in the Department Program Application ("Program Application"), on file with the Education Branch of the Department, within the actual budgetary limitations for the term of this MOA.
2. Complete the goals and objectives set forth in the Program Application within the specifically allotted time frames.
3. Comply with the Interagency Agreement and Memorandum of Understanding.
4. Review service delivery goals, objectives, and expenditures and submit to the Commonwealth program reports and expenditures on a monthly basis.
 - 4.1. 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.
 - 4.2. 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.
5. Provide 33 instructional days beyond the 1062 hour approved school calendar. Education services shall be provided in-person. Non-traditional instruction (NTI) may be utilized in accordance with 701 KAR 5:150. Special Education services shall be provided on all school days for students with a designated need.
6. Instruction delivered exclusively or primarily through virtual, remote, or video-conferenced means is expressly prohibited under this Agreement with an exception for approved district NTI days. Teachers shall not provide instruction from an off-site location through video, livestream, or other remote access technologies as a substitute for in-person classroom instruction.
7. 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.
8. Provide a daily program schedule for the local school district calendar.
9. Provide a minimum of four (4) hours of instruction per day for each day beyond the local school district calendar.
10. Provide a daily program schedule for instructional/direct service days beyond the local school district calendar.
11. Provide counseling for all students in the program according to the terms of the attached Interagency agreement
12. Provide a yearly organizational chart including lines of supervision, positions, names and titles.
13. Provide a Performance Report Summary on juvenile participation to date, at the end of each fiscal year in the Grants Management Application and Planning system (GMAP) for the Title I Part D Subpart 1 program.
14. Provide a two-year fiscal budget summary.
15. 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.
 - 14.1 The monthly report shall contain the following:
 - 14.1.1 A roster of daily student attendance which shall include age, gender, and race of each student.
 - 14.1.2 Location and Classes taken of each student

	Document Phase	Document Description	Page 6
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

15. 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.
16. 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.
17. 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:
 - 17.1 An accurate count of student average daily attendance;
 - 17.2 Administering pre- and post- tests to each student for evaluation purposes per the Individual Treatment Plan (ITP); and
 - 17.2.1. In the event tests are not administered, the Contractor shall document reasons for this.
- 15.1. Responding to the Commonwealth's specific requests for information.
16. Provide, upon request of the Commonwealth, submit a status report on the program's goals and objectives and the critical incident report summary.
17. Submit by the 5th of each month a complete, accurate and cumulative Monthly Medicaid Report for the current fiscal year.
18. Permit Commonwealth employees and agents to monitor and evaluate services being performed at any time school is in session.
19. Submit all records and documentation of service provision regarding contracted and subcontracted services to the Commonwealth when requested for monitoring purposes.
20. Maintain and ensure the confidentiality of all information between the Contractor and the Commonwealth, whether written or verbal, provided by or about any juvenile seeking or receiving services under this MOA, except as approved and authorized in writing by the juvenile, or as otherwise authorized by the law.
21. 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.
22. Respond to a Statement of Deficiencies submitted by the Commonwealth by submission of and compliance to a Plan of Correction based on monitoring results.
23. 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.
24. 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.
25. Provide the Commonwealth with a current electronic copy of the Contractor's Standard Operating Procedures ("SOP") manual.
 - 25.1. This manual and all subsequent changes must be received and approved by the Commonwealth before procedures are implemented.
26. Review and update Contractor's SOP annually or more frequently, as needed. Provide a copy of the updated SOP to the Commonwealth.
27. Document within each Contractor employee's training file that they have read and understand the contents of the Contractor's SOP Manual annually.
28. 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.
29. Maintain training records including initial and on-going training, as well as an annual training plan for each Contractor employee based upon position/duties.

	Document Phase	Document Description	Page 7
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

30. Develop yearly Facility Training Plans for all Contractor employees and staff that includes, but is not limited to:
 - 30.1. Physical Skills Review(s);
 - 30.2. Emergency Procedures/Fire Safety;
 - 30.3. Bloodborne/ Airborne Pathogens;
 - 30.4. Suicide Signs and Symptoms;
 - 30.5. review of new or revised SOP; and
 - 30.6. Any other training deemed necessary by the Contractor or the Commonwealth.
31. Provide orientation and in-service training for Contractor employees responsible for the services delivered under this MOA.
32. Upon request, assist the Commonwealth in training involving contracted services and related agency skills and resources.
33. Comply with all certification standards for teachers, administrators, counselors, and other school staff for all services delivered under this MOA.
34. Ensure that juveniles aggrieved by actions arising from service rendered under this MOA shall be afforded the right to file a grievance, including the opportunity for a hearing. Upon enrollment or entry into the school, juveniles shall be informed of the grievance process and shall execute written acknowledgment confirming their understanding of such procedures. 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.
35. 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.
36. 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.
 - 36.1. 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.
37. Ensure 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.
 - 37.1. 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. Inventories shall be reviewed as part of the Commonwealth monitoring process.
38. Ensure a monthly Contractor employee meeting is conducted; required documentation includes agenda, roster, time and place of meeting.
39. Develop policies and procedures that promote a zero-tolerance environment against sexual abuse, sexual harassment, sexual contact or any type of sexual offense.
40. Provide documentation regarding Contractor's zero tolerance environment policies to the Commonwealth during annual monitoring or upon request.
41. 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://djj.ky.gov/policy-manual/Pages/default.aspx>.
 - 41.1. If the Contractor's facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of juveniles identifying information, upon intake of a juvenile, the Contractor shall request that the juvenile sign a written consent form that authorizes facility personnel to release the juveniles identifying information in response to a request from the Commonwealth or the IIB conducting an administrative PREA investigation at the facility regarding an allegation of sexual abuse or harassment.
 - 41.2. Failure to comply with PREA standards and related Department policies may result in termination of this MOA at the Commonwealth's sole discretion.
42. Self-monitor its activities and facilities at all times for compliance with PREA standards and Commonwealth policies. Document and report concerns to the Commonwealth Education Branch manager.

	Document Phase	Document Description	Page 8
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

- 42.1. The Commonwealth may conduct announced or unannounced compliance monitoring that may include on-site monitoring visits.
43. Be subject to a U.S. Department of Justice (DOJ) PREA audit per the DOJ audit cycle if 50% or more of the Contractor's population are juveniles committed to the Commonwealth.
44. Be responsible for all costs associated with any PREA audits.

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 on a monthly basis for day treatment services provided to the Commonwealth pursuant to this MOA in compliance with the approved application on file after receipt and approval of an invoice submitted under the terms and requirements of this section.
2. In no event, reimburse the Contractor for bills or expenses considered to be double billing (i.e., billing two different parties for the same work or expense).
3. Not allow or authorize the Contractor to financially obligate Commonwealth funds.
4. Provide reimbursements made pursuant to this MOA shall not exceed \$73,710.00 per fiscal year.

The total value of this MOA shall not exceed \$ 147,420.00

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. Supporting 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 except for June. Invoices for June 2026 services must be received by DJJ's Fiscal Branch by or before July 5, 2026. Invoices for June 2027 services must be received by DJJ's Fiscal Branch by or before July 5, 2027
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. Not double bill the Commonwealth.
7. Send all electronic invoices to DJJ.invoices@ky.gov; electronic invoices shall be sent via Portable Document File type (known as PDF). Physical invoices must be mailed, mail to:

Department of Juvenile Justice
1025 Capital Center Drive, 3rd Floor
Frankfort, KY 40601

IV. Terms and Conditions

Justice and Public Safety Cabinet Terms and Conditions:

	Document Phase	Document Description	Page 9
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

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, 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 for 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

	Document Phase	Document Description	Page 10
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

- 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 agrees 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 agrees 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, 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.

	Document Phase	Document Description	Page 11
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

11. Upon the expiration of the term of this MOA, unless it is renewed prior to its expiration, Contactor 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 convenience or similar doctrine.
25. If any term or provision or 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.

	Document Phase	Document Description	Page 12
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

27. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.
28. Nothing in this Agreement 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.

Insurance Requirements:

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. *If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.*

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

	Document Phase	Document Description	Page 13
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller. Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

	Document Phase	Document Description	Page 14
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

The certificate holder shall be listed as:

Justice and Public Safety Cabinet, Dept. of Juvenile Justice
1025 Capital Center Dr, Floor 3
Frankfort, KY 40601
Attn: Sara Briggs, Sarab.briggs@ky.gov

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

“The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis.”

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- # The primary Contractor’s Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
- # **Procuring Agency reserves the right to request copies of all Subcontractor’s Certificate(s) of Insurance at any time.**

	Document Phase	Document Description	Page 15
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

Memorandum of Agreement Standard Terms and Conditions

Revised February 2026

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 Commonwealth will make payment within thirty (30) working days of receipt of contractor and/or subrecipient's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 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 and/or subrecipient by registered or certified mail.

3.00 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 and/or subrecipient thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

4.00 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

	Document Phase	Document Description	Page 16
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

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.

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor and/or subrecipient's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor and/or subrecipient, 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 the purpose of financial audit or program review. The Contractor and/or subrecipient 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).

6.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and/or subrecipient and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor and/or subrecipient 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 of the contract.

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

To comply with KRS 45A.485, the Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient 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.

	Document Phase	Document Description	Page 17
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- (a) The Contractor and/or subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor and/or subrecipient shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor and/or subrecipient shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor and/or subrecipient's commitments under this nondiscrimination clause.

The Contractor and/or subrecipient's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor and/or subrecipient shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

8.0 Artificial Intelligence (AI)

	Document Phase	Document Description	Page 18
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

	Document Phase	Document Description	Page 19
2600004681	Draft	Todd County BOE DAY TREATMENT- FY 27-28	Total Pages: 19

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

