



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

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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	\$112,500.00	\$112,500.00

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	\$112,500.00	\$112,500.00

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	\$225,000.00
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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 Hopkins 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 means any data or information, regardless of form or characteristic, including but not limited to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, collected or obtained by the Contractor pursuant to this MOA.
4. “Commissioner” shall mean the Commissioner of the Department of Juvenile Justice.
5. “Contractor personnel” shall means 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 means 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 means 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:

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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.

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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

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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.

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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.

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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 \$112,500.00 per fiscal year.

The total value of this MOA shall not exceed \$225,000.00

The Contractor shall:

1. Not allow or authorize Contractor personnel to financially obligate Commonwealth funds.
2. Bill the Commonwealth for goods and services tendered and rendered from the first to last day of each calendar month and provide any and all supporting documentation used to constitute the invoice.
 - 2.1. Supporting documentation shall include salary statements and operating expenditure receipts.
 - 2.2. 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:

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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

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- 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.

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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.

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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.

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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>.

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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.**

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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

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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.

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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)

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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.

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Approvals

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

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney