

**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 Newport Independent Schools, located at Newport Regional School, (“the Contractor”) (each a “Party” and collectively “Parties”) to establish an agreement for the provision of a full continuum of educational service for students committed to or in the custody of the Department of Juvenile Justice. 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 pursuant to KRS 605.110 (3), has determined upon the necessity of the provision of a full continuum of educational services for students who have been committed to or are in the custody of the Department; and

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

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

Definitions:

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 interchangeable 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. “GED® Diploma (GED)” means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- E. “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.
- F. “Individual Education Program (IEP)” means a written statement that meets the requirements of 707 KAR 1:320, or as defined by KRS 158.281.
- G. “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.
- H. “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.

- I. "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.
- J. "Student" means any individual enrolled in the school.
- K. "Transition Plan" means a student-centered, individualized, and legally required component for students with disabilities under IDEA that outlines the steps, supports, and services needed to help a youth reintegrate successfully into:
 - a. A traditional public school or alternative education program,
 - b. Postsecondary education or vocational training,
 - c. Employment,
 - d. Independent or supported living, or
 - e. Community-based services.or as otherwise defined in KRS 157.200.

Scope of Services:

This IA is intended to form the basis for a cooperative relationship between the Department and the Contractor for educational services in a Department detention program. The mutual goal and intention of each of the Parties named above is to maintain the needs of each student as our priority in fulfillment of this IA. It is meant to foster excellence in education and treatment and is not meant to inhibit either Party in meeting their respective goals but rather to foster collaborative services on the part of both agencies. 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 IA signifies each Party's efforts toward professional collaboration for provision of quality education and treatment to each student for whom we share responsibility.

Section 1.

The Contractor shall:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
- B. Provide one on-site, full-time principal, coordinator, school administrator, director, or designee that is responsible for all aspects of the school program and certified evaluation process.
- C. Ensure all Contractor personnel follow district and Department facility sign-in and sign-out procedures.
- D. At the beginning of each semester, provide an organizational chart listing the chain of command from Superintendent through teachers to include job title, email addresses, and phone numbers.
- E. 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.
 - 1. Required Staffing shall be adequately provided by the LEA to ensure reasonable educational services to all juveniles to meet their educational needs.

2. 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.
 3. 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.
- F. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher-to-pupil ratios as specified in 707 KAR 1:350. 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.
 - G. 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 according to 701 KAR 5:150. Special Education services must be provided on all school days for students with a designated need.
 - H. Provide in-class educational services for any student expelled from the Contractor's school district. Concerns about behavior management and safety shall be addressed as detailed in Section 1, Subpart I and Subpart EE.
 - I. Deliver instruction through alternative means in the event that facility operations or student behavior prevent individual student or unit education from occurring in a teaching area, other than a housing unit, including but not limited to:
 1. In-unit instruction;
 2. Distribution and collection of individualized assignments;
 3. Remote or digital instruction where facility technology permit; or
 4. Specially designed instruction (SDI) and related services outlined in students' IEP.
 - J. Maintain documentation of emergency educational continuity services to include:
 - a. Record of location where educational services were provided;
 - b. Record of contractor personnel services provided;
 - a. Direct instruction;
 - b. Online curriculum;
 - c. Individual tutoring and assistance;
 - d. Assignments or reading material; and
 - e. Other.
 - c. Records of which contractor personnel provided the above-mentioned services. All documentation shall be maintained per class period, per unit, and per contractor personnel if services are provided outside of the classroom hallway setting.
 - K. Provide each student with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060 and a minimum of four (4) hours of instruction per day for each day beyond the local school district calendar.
 - L. Ensure the program operates within the traditional school day, which shall include appropriate time for mealtimes, breaks, and direct instruction.
 - M. Submit the yearly school calendar and daily school schedule to the Department facility leadership and the Department Education Branch manager by August 1 for the upcoming school year. Any changes to the calendar or daily school schedule must be sent to the Education Branch manager. Vocational programming, as available, shall be included on the school calendar.
 - N. Submit the Contractor professional development plan to the Department Education Branch manager by August 1 for the upcoming school year.
 - O. Make educational services available to each student upon admission, except if there is substantial evidence to justify otherwise and construct educational services based on student entry and transition dates.

- P. Cooperate with the Kentucky Department of Education and Office of Career and Technical Education to ensure vocational teachers placed within the program have access to appropriate internet sites within the classroom.
- Q. Provide and make available library services to students through local library programs, bookmobiles, and/or on-site libraries.
- R. Require Contractor personnel to develop and 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 include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
- S. Not deliver instruction exclusively or primarily through virtual, remote, or video-conferenced means, as this is expressly prohibited under this Agreement. 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.
- T. 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.
- U. For students eligible for GED testing, ensure students earn grades and credits toward a diploma while preparing for GED testing.
- V. Complete educational (reading and math) and vocational assessments, including but not limited to career aptitude, career interest inventory, learning and working styles, and barriers to employment within five (5) school days of the student's admission if previous results are not available. Retesting shall occur based on school district requirements. The results shall:
 - 1. Assist in integrating academic, vocational, and work assignments;
 - 2. Assist Contractor personnel as they communicate with students; and
 - 3. Assist in the development of each student's ILP, Transition Plan, and Aftercare Plan; and
 - 4. Provide each student with workplace readiness skills.
- W. 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.
- X. 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/or higher education courses.
- Y. Ensure student grades and achievements are sent per district policy to the parent or guardian on the same schedule as for students in the local school district.
- Z. Ensure each student is included in Contractor's district-wide and statewide assessments including any state assessment, KSA, or any college readiness exam, including but not limited to SATs or ACTs.
- AA. 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 Contractor's 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 for college admissions examination shall 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 Contractor's school district to cover the cost of the examination.

- BB. Require Contractor Personnel to provide instruction that addresses the Learning Styles of each student.
- CC. Ensure information about Career Clusters and Learning Styles are displayed within the classroom areas.
- DD. 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).
- EE. Ensure Contractor personnel communicate with the Department shift supervisor of any incidents which may impact the educational day and record behavioral incidents in Kentucky Student Information System (KSIS).
- FF. Collaboratively develop a school-wide behavior plan for the school day that teaches and rewards good behavior and reduces negative behavior. The behavior plan shall be complimentary to and consistent with the Department facility behavior management system.
 - 1. Ensure Contractor personnel direct student behavior while students are engaged with educational programming such as lessons, hands-on activities, community mentoring, vocational classes, and all teacher-led learning.
 - 2. Ensure Contractor personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - a. Incentives may be used to reward or motivate positive behavior.
 - 3. The behavior plan shall include graduated responses that keep everyone safe and prevent the situation from happening again.
 - 4. Contractor personnel will collaborate with Department personnel regarding appropriate consequences for an undesirable behavior.
 - a. Department personnel have the sole authority to remove a student from a classroom for disciplinary or behavior management purposes.
 - 5. Contractor personnel shall be included in the penalty slip hearing with the student and Department personnel to process the related components of the event to avoid future negative behavior.
- GG. Adhere to the Department's Education Policies and Procedures DJJPP 725, 725.1, and 725.2. (Appendix A)
- HH. Agree and acknowledge that Contractor personnel shall comply with the dress code for DJJ staff as set forth in Department Policy Number DJJPP 116. (Appendix C)
- II. Adhere to the Department's Code of Conduct, DJJPP 102, and Code of Ethics, DJJPP 104, and cooperate with investigation of misconduct. (Appendix B) 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 Contractor's personnel has violated any Department policy or state or federal law or regulation, then the individual believed to have violated such shall not be allowed to return to the Department's property, and the Contractor shall forthwith provide a different teacher or other personnel to replace the individual not allowed to return.
- JJ. Cooperate with the Department facility leadership and the Department Education Branch in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any Contractor personnel who may have contact with students and agree to not assign any personnel to work at the program who is not approved by the Department.
- KK. Update the Department of any concerns that would require a new criminal or administrative background investigation under DJJPP 902 (Appendix E) or other applicable regulation
- LL. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.

- MM. Record student data including, but not limited to, behavior, grades, and program participation in Infinite Campus. The Contractor shall ensure each student's educational record contains specific name of courses each 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 for the Department's monitoring purposes.
- NN. Within 30 calendar days of the date of this agreement, provide access to the Kentucky Student Information System (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements.
- OO. Provide limited Department access to KSIS/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.
- PP. Limit Department KSIS/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.
- QQ. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that Department and all associated contractors have a zero-tolerance policy toward sexual abuse, sexual assault, sexual harassment, or any other type of sexual misconduct between student and student or personnel and student. The Contractor agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix D)
- RR. Ensure Contractor personnel participate in all mandatory training requirements as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in Department training. Mandatory trainings include, but may not be limited to, program-specific Emergency Procedure training and Prison Rape Elimination Act (PREA) training. Additionally, Contractor personnel shall participate in Education Branch trainings, documentation, and on-going assistance regarding all students.
- SS. Participate in Department facility Standard Operating Procedure (SOP) training of and adherence to facility operational standards.
- TT. Prohibit personal cell phones for all Contractor personnel within the facility. However, the Contractor may supply one (1) district-owned cell phone for use by Contractor staff for compliance with KRS 158.162. This cell phone shall be registered in the Department's cell phone logbook. The Contractor owned device must be kept in a locked location and inaccessible for students. The Department may confiscate unregistered cell phones from Contractor personnel inside of a Department owned facility.
- UU. The Contractor shall comply with the terms of the Department's contraband policy, DJJPP 141 (Appendix F).
- VV. Ensure compliance with KRS 156.095. All public schools are required to provide suicide prevention awareness information to students in grades six through twelve. This training must be delivered twice each school year: once by September 15 and again by January 15. The information can be presented in person, through live streaming, or via a video recording. If a student is absent during the scheduled training, the school must ensure the student receives the lesson at a later date.
- WW. Submit documentation and data in a timely manner as requested for use by the Department.

XX. Participate fully in the monitoring of this IA.

YY. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including but not limited to computers and data lines.

ZZ. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.

AAA. Ensure the principal, coordinator, school administrator, director, or designee attends the daily facility briefing with the Shift Supervisor, Department facility management team meetings, leadership meetings, and necessary personnel meetings.

BBB. Ensure appropriate Department personnel (Counselor, Youth Services Program Supervisor, Rehabilitation Instructor, licensed behavior health professional, and Juvenile Service Worker) are invited to participate in any educational meetings and meetings of the Admissions and Release Committee (ARC) meeting when appropriate.

CCC. Ensure no student is permitted access to email, except in cases when email is required to access educational programs or online websites outside of those used in conjunction with class assignments. In these cases, Department students shall be closely monitored.

DDD. Permit Department personnel to inspect Contractor computer(s), or other electronic device capable of communicating wirelessly, including but not limited to any files and internet history, for evidence of misconduct by students. Misconduct by Contractor personnel shall not be grounds for Department personnel to inspect a computer absent an investigation by the Internal Investigation Branch.

EEE. 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.

FFF. Notify the Department Education Branch manager of any grievance involving Education Contractor personnel.

GGG. 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 purposeful for the completion of academic or vocational learning objectives.

Section 2.

The Department shall:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
- B. Provide the principal, coordinator, school administrator, director, or designee as much notice as possible prior to a student being admitted to or discharged from the facility.
- C. Ensure the principal, coordinator, school administrator, director, or designee is notified of a suspected educational disability using the Child Find form.
- D. Provide Contractor personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.

- E. Provide the principal, coordinator, school administrator, director, or designee notice of relevant meetings at the same time other Department personnel are provided notice.
- F. Ensure Department personnel will provide supervision and supportive assistance during all academic activities. Department personnel shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all Contractor personnel.
- G. Make the daily log accessible to Contractor personnel to enhance communication and better address the individual needs of the student.
- H. Collaboratively develop with the Contractor a written school behavior plan that teaches and rewards good behavior, reduces negative behavior, and is consistent with the Department facility behavior management system. The plan may include appropriate consequences for undesirable classroom behavior.
- I. Dispense all medication to the student.
- J. Notify the Department Education Branch manager, principal, coordinator, school administrator, director, or designee 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 or Department Designee and Contractor designee, who is not the principal, head teacher, school administrator, director, or designee, shall meet to discuss, clarify, and resolve the matter. This resolution shall be formalized in writing and conveyed to the Department Facility Manager, Education Branch manager, and 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 Detention and the Contractor's Superintendent or designee, who is not the principal, head teacher, school administrator, director, or designee, will meet within ten (10) working days, review the grievance, interview the individuals they deem appropriate, and reach a resolution. This resolution will be formalized in writing and conveyed to the Department facility leadership, Education Branch manager, and principal, coordinator, school administrator, director, or designee.
- K. Ensure appropriate Department personnel may attend any educational meetings and meetings of the Admissions and Release Committee (ARC) meeting when appropriate. As directed in BBB above.
- L. Department facility leadership will participate in ongoing professional development as provided by the Department Education Branch.
- M. Provide technical assistance to the Contractor through Education Branch personnel.
- N. Obtain information and releases required for criminal and administrative background investigations to be conducted on any Contractor personnel who may have contact with students.
- O. Ensure that criminal and background checks are completed for Contractor personnel providing services pursuant to this IA.
- P. Ensure Contractor personnel are provided all mandatory facility-specific trainings as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards. Mandatory facility trainings include, but may not be limited to, Emergency Procedure training and Prison Rape Elimination Act (PREA) training. Ensure that Contractor personnel are trained on

facility standard operating procedures (SOP) annually and that a current copy is made available to all Contractor personnel.

- Q. Refuse a Contractor personnel's entry to a facility if they are found to be in violation of the Department's Code of Conduct, DJJPP 102, or Code of Ethics, DJJPP 104, or state or federal law or regulation.
- R. Schedule Department facility management team meetings, whenever possible, to allow the Contractor school administrator the opportunity to attend.
- S. Provide safety inspections to the Department facility at regular intervals.
- T. Provide Department student intake and transition information as soon as possible on all in-coming or out-going students.
- U. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- V. Department personnel will cooperate fully with law enforcement investigation in the event of assault or injury to Contractor personnel while completing their assigned duties within the Department facility.
- W. Participate in Department Education Branch monitoring, training, documentation, and on-going assistance regarding all students.

Section 3

The parties agree:

- A. DJJ is a state funded agency 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

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 forth 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: _____