

SFY 25 - Approvals - Private Child Caring Agreement

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 CHFS:

Eric Friedlander

Signature
Eric Friedlander

Printed Name

Secretary

Title
6/14/2024 | 3:21 PM EDT

Date

2nd Party (Vendor):

Jeff Mills

Signature
Jeff Mills

Printed Name

Executive Director

Title
6/17/2024 | 1:08 PM EDT

Date

Department Commissioner:

Lesia Dennis

Signature
Lesia Dennis

Printed Name

Commissioner

Title
6/14/2024 | 11:26 AM PDT

Date

Other Party:

Signature

Printed Name

Title

Date

Approved as to form and legality:

Josia Roberts

CHFS General Counsel
[Signature]

Title Page

For

Agreement Services

SFY 2025 PRIVATE CHILD CARE AGREEMENT

THE COMMONWEALTH OF KENTUCKY

Issued by

**The Cabinet for Health and Family Services
Office of Administrative Services
Division of Procurement and Grant Oversight**

On Behalf Of

Department for Community Based Services

Division of Protection and Permanency

Hereafter referred to as "Department"

Point of Contact:

Mason Roberts, Purchasing Agent II
Office of Administrative Services
Division of Procurement and Grant Oversight
MOU/Grant Branch
275 East Main Street, 4E-C
Frankfort, KY 40621
Telephone: 502-564-1179
E-mail: mason.roberts@ky.gov

SECTION 1—PURPOSE AND BACKGROUND

1.00—Vision Statement/Purpose and Background

The Cabinet for Health and Family Services (Cabinet or CHFS), pursuant to Kentucky Revised Statutes, Chapters 600 - 645, is responsible for the provision of services to children committed to the Cabinet and their families.

The services governed under this Agreement are conceptualized as family centered, youth guided, time limited, intensive, evidence informed practices that promote the Commonwealth of Kentucky's goals of safety, permanency, well-being, and stability for children and families served by the child welfare system. The goal is for every child to be able to return to family and thrive in the home and community.

The Cabinet seeks qualified assistance to provide adoption, foster care, therapeutic foster care, medically complex foster care, independent living, group home, group home with treatment, group home with crisis intervention, residential, residential with treatment, residential with crisis intervention, emergency shelter, and/or emergency shelter with treatment to children that are committed to the Cabinet. Committed children will be supported and treated in a residential facility, independent living program, or a foster home setting for a limited time so that the child may be safely returned home or placed in a permanent adoptive home or in another less restrictive setting as soon as possible. These services may include but shall not be limited to child-placing and child-caring services.

KRS 605.090 provides that any child committed to the Cabinet may at any time during the period of commitment be placed in an approved agency/facility of a licensed private childcare organization willing to receive the child, upon such conditions as the Cabinet may prescribe.

The Cabinet has under its care certain children for whom specialized services and/or residential treatment are needed.

It is in the interests of the Commonwealth of Kentucky for the Cabinet to provide statewide leadership in collaboration with the private child-caring facilities to continually improve and strive to ensure safety, permanency, and well-being outcomes for the children and families served by the Cabinet.

THE PROVIDER has approved facilities and staff available, is a licensed child-caring facility in accordance with KRS 199.640 and is agreeable and qualified to provide the services and/or care required for the children.

1.01— Agency/Facility/Location and License Number

This agreement shall only cover services for which the Provider has been licensed. This agreement shall apply to the licensed services being provided at the following locations only:

Appalachian Children's Home, License# 500039
1909 KY 3439
Barbourville, Kentucky 40906

1.02—Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on behalf of the Department for Community Based Services, Division of Protection and Permanency. The Cabinet's designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.03—Communications

1. The Contract Specialist named on the Title Page is the point of contact for communications concerning contract issues.

2. For Program communications concerning this agreement and unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to

Agency Contact Person
Holly Davis PCC/PCP Liaison
Sherry Postlewaite, PCC/PCP Liaison
Department for Community Based Services
Division of Protection and Permanency
275 East Main Street, 3E-A
Frankfort, Kentucky 40621-0001
Telephone number 502-564-6852
Fax number: 502-564-5995
Email: HollyC.Davis@ky.gov
Sherry.Postlewaite@ky.gov

1.04—Terminology

For the purpose of this agreement, the following terms may be used interchangeably;

Vendor: Contractor, Offeror, Second Party, Proposer

Contract Specialist: Buyer, Purchaser, Contract Officer

Solicitation: RFP, Procurement

Proposal: Bid, Offer

Commonwealth of Kentucky: Commonwealth, State

Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS

Youth: Child, Teen, Client

Facility: Program, Service, Residence, Agency

Fiscal Year is the Commonwealth fiscal year: July 1 through June 30

Biennium is the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.05—Term of Contract

The term of the Contract is to be for the period of July 1, 2024 through June 30, 2025.

The terms and conditions of this contract may be extended or amended if both parties are in agreement.

1.06—Organization

This contract is organized in the following manner:

Section 1—Administrative Overview/General information regarding the objectives of the Contract.

Section 2—Scope of Work/Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 3—Terms and Conditions of the Contract/Terms and Conditions under which the Contractor shall perform this Contract.

Section 4—CHFS Standard Terms and Conditions

Attachments:

PCC Attachment A – Private Child Care Provider Agreements Rate Schedule

PCC Attachment B – Invoice and Legal Authorization

PCC Attachment C– Standards of Care

Exhibit A – Required Affidavit for Bidders or Offerors

SECTION 2—SCOPE OF WORK

2.00—Provider Responsibilities

The Private Child-Caring Facility (PCC) (Provider) must comply with the following requirements:

1. Overall Administration and Operations-

- A. Give the Cabinet or its agent immediate access to clients and staff.
- B. Give the Cabinet or its agent immediate on-site access to program and client records as requested.
- C. Not make independent plans for future placements of the child or children.
- D. Provide permanency-focused-services to a child in the custody of the Cabinet and the family for a limited time so that the child may be safely returned home, placed in a permanent adoptive home, or in another less restrictive setting as soon as possible.
- E. Have an application on file with the Cabinet, including its preferred admission criteria and specifying the range of cognitive and intellectual functioning that the Provider has the capacity to serve. Similarly, the provider should specify service competencies, areas of expertise, specialty services or populations served. Provider will provide therapies that are evidence-based practices and trauma informed. The California Evidence-Based Clearinghouse for Child Welfare will be used to determine evidence-based practices.
 - i. Any change in the Provider's admission criteria must be submitted to the PCC/PCP liaison prior to the effective date in order to be considered valid.
- F. Maintain case records indefinitely in accordance with applicable laws and regulations.
 - i. All other records shall be maintained at least six (6) years from the date of the last payment received for the agreement period, or until audited/monitored and auditing/monitoring exceptions are resolved, whichever is later. Not assign or transfer duties and obligations of the Provider under this agreement to anyone under any circumstances, except with prior written consent of the Cabinet.
- G. Certify through the Authorized Official of the Provider that he/she has read the foregoing agreement and that he/she understands and agrees to its provisions.
- H. Not develop forms or agreements extending or limiting the responsibilities of the Cabinet or the Provider beyond the scope of this agreement.
- I. Assist the Cabinet, upon request, in training involving such agreed services and related Provider skills and resources.
- J. Meet any additional requirements that are established by the Cabinet as a prerequisite for approval of a particular placement, including but not limited to anger management training, therapy, a safety plan or soothing plan, or any other criteria that would alleviate the risk of harm to any child/family served by the Provider or its sub-vendors.
- K. Ensure timely and accurate tracking of each child placed by the Cabinet with the Provider using the TWIST PCC Tracking Module as prescribed by the Cabinet. Information will be entered within two (2) business days of the placement being entered into the agency's TWIST PCC Tracking module workbasket.
- L. Notify, in writing, the PCC/PCP liaison and Children's Review Program any time that there is a change in leadership staff (i.e., executive director, treatment director) within the Provider or changes related to licensure,

including any actions taken against the Provider's license to operate, threatened or actual litigation, and/or action taken by an accrediting body.

M. Provide, at a minimum, two-weeks advance notice, in writing, to the Director of the Department for Community Based Services' (DCBS) Division of Protection and Permanency when a program is closing. The advance notice must be made prior to notification to other external agencies that contract with DCBS, external agencies' staff, and DCBS field staff.

N. Have email and internet access to receive reports from the Cabinet, its agent, or persons acting on behalf of the Cabinet.

O. Complete background checks on all staff members through the Kentucky National Background Check Program (NBCP) via the Kentucky Applicant Registry and Employment Screening (KARES) system consistent with 922 KAR 1:290 and 922 KAR 1:300.

P. Provider shall ensure an employee has neither physical abuse, battery, or a drug/alcohol-related felony conviction within the previous seven (7) year period; nor a child abuse neglect check conducted by the Cabinet revealing substantiated sexual abuse or sexual exploitation of a child, nor been responsible for a child fatality due to abuse/neglect, nor had parental rights involuntarily terminated.

Q. Provider will have a Board of Directors comprised of diverse individuals with knowledge and understanding of the agency. Board members will be chosen to minimize conflict of interest. Dual relationships, such as related board members and board members related to employees should be avoided to minimize conflicts of interest.

R. PCC will provide a verbal report immediately to the DCBS Commissioner if there is a death of a child placed in the PCC as required by 922 KAR 1:300

- i. The comprehensive written report detailing the death shall be completed by the Executive Director and forwarded to the Office of the Commissioner, Department for Community Based Services, on the next working day following the verbal report.

2. Referrals/Admissions-

A. Provide services to children and their families on an "as needed basis".

- i. This agreement in no way obligates the Cabinet to place any child or any particular number of children with the Provider.

B. Facilitate pre-placement visits whenever possible. The pre-placement process may include informal meetings and day visits. Where appropriate and consistent with the permanency goals, children's families must be integrated into the pre-placement process as a means to establish their meaningful involvement at the inception of placement.

C. Prioritize referrals, giving consideration for children who are identified as being at risk of being placed out of state, returning from out of state placements, or those who are being discharged from hospitalization/crisis stabilization.

D. Accept selected children and their families that are referred by the Cabinet to the Provider for services and/or care in accordance with the Provider's application for a private childcare agreement.

E. Document the Provider's action on each referral by responding in writing, and returning it to the Cabinet's office, its agent, or persons acting on behalf of the Cabinet who made the referral within two (2) business days.

- i. If the Provider does not accept placement of a child, the Provider shall provide a specific reason for the refusal, in writing, consistent with the rejection reasons outlined on the Children's Review Program web application. Further, the refusal must be based on the Provider's written admission criteria on the Provider's application for a Private Child Care Agreement.

F. Admit all youth entering its program according to the needs of the youth and the capacity of the Provider to meet those needs.

- i. The Provider will not reject or eject a child if that child meets the Provider's acceptance/admission criteria except for the following reasons: licensure limitations, accreditation limitations, noncompliance with licensing standards, inadequate staff to meet the child's needs, and/or deficiencies cited during monitoring visits.
- ii. Adhering to the Provider's admission criteria, the child's level of intellectual functioning and level of aggressive or disruptive behavior shall not be used as a basis for rejecting or ejecting a child, except in circumstances as related to the above.

iii. If the Provider ejects a child on the basis of having inadequate staff to meet the child's needs, the Provider will present a plan of correction to the Cabinet PCC/PCP liaison to prevent this issue from arising with additional children.

a. The Cabinet may suspend referrals until the Provider is able to demonstrate the plan of correction has been successfully implemented and the deficiency resolved.

G. Inform the Cabinet social service worker by providing the required two week notice to the Cabinet, if the Provider determines after the child is placed, that the current placement setting is unable to meet the needs of the child, and only if the Provider was not given all of the child's known history prior to accepting the child, or due to one of the reasons in F(1) of this section, or if there are serious safety concerns involving the child, other residents, or staff. The provider will document efforts to meet the child's needs, including prior discussion with DCBS and the family, and provide future treatment recommendations for the child.

i. The Provider understands that transferring a child between programs/facilities/foster homes is highly disruptive, stressful, and adversely impacts permanency. For these reasons, a change in placement requires the consent of the Cabinet social service worker, who will follow the Cabinet's placement process guidelines.

ii. The Provider will work in partnership with the Cabinet to create a safe and appropriate discharge.

H. Notify, in writing, the Children's Review Program any time there is a change in the Provider's admission criteria, services offered by the Provider, and clinical staff providing those services.

I. Maintain a waitlist of youth accepted but not admitted to the program. Provide the waitlist, in writing, to the Children's Review Program upon request.

3. Non-Discrimination and Treatment of a Child-

A. Provide such child or children with a family type environment, including adequate food, shelter, clothing (except as otherwise provided by the Cabinet under this agreement), incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child or family's choice, if any.

1. Children and their families will be treated in a culturally and linguistically competent manner, supporting, respecting, and upholding their cultural identity, religious/spiritual and linguistic needs.

2. The Provider will determine if a child or family meets special circumstances for religious or cultural exemptions by contacting the Cabinet's social service worker or utilizing the information contained within the placement packet. For example, in Native American and certain Apostolic Christian faiths, cutting the child's hair may be a violation of their religious rights and cultural freedoms.

3. The Provider will take affirmative action to assure that each child has the opportunity, without prejudice or penalty, for religious and spiritual development in the faith of the child if the child desires these types of opportunities and access can be reasonably provided in the community of placement. Children should be allowed to practice their faith with their family in their home community if it is appropriate to the treatment plan and every effort must be made to facilitate this level of practice if it is logistically feasible.

4. Regulatory provisions governing religious and spiritual development opportunities for residential programs are found at 922 KAR 1:300, Section 6(7).

5. The Provider will hire staff, to the extent possible, to reflect the race, culture, and ethnicity of the population served.

B. Adopt and enforce a written policy requiring the Provider:

1. To demonstrate consideration for and sensitivity to the racial, cultural, ethnic, sexual orientation, gender identity, and religious background of a child in its care and family.

4. General Services for a Child and Family-

A. Work in partnership with the Cabinet concerning the care of children, including scheduled treatment planning conferences, to meet federal and state requirements.

1. Provider staff will meet individually with the child at least one time per week in order to assess the child's safety and ensure that the child's educational, medical/dental, and mental health needs are being met through ongoing assessment which will inform the Cabinet's case planning and permanency planning. Provider will document time of visit, length of visit, and location.

B. Participate in Cabinet family team meetings, conference calls, and/or facilitated staffing when invited one (1) week in advance and as the Provider has staff available.

C. Provide the Cabinet social service worker information needed to coordinate plans and services to a child and a child's family (subject to limitations imposed by a court) and to conduct required case reviews such as the ten (10) day case planning conference, six (6) month case planning conference, administrative reviews, and judicial reviews.

1. Complete the Kentucky Child Adolescent Needs and Strengths (KY-CANS) within thirty (30) days of placement and update every ninety (90) days.
2. QRTP providers complete the CANS within 15 days of receipt of the QRTP Assessment.
3. Within seven (7) calendar days of the initial intake, after an incident of child episode of missing from care, as part of discharge planning if residential treatment is being considered, and at any time other indicators of risk are recognized the provider will administer a developmentally appropriate Cabinet approved rapid screener for human trafficking unless the child has disclosed trafficking or was screened as a part of planning prior to placement and trafficking was indicated. The human trafficking screener will be entered into the PCC tracking system within seven (7) days of administration.
4. Administer the Vera Institute's long-form Trafficking Victim Identification Tool (TVIT) within 7 days of a human trafficking screener which indicates administration of an in-depth human trafficking screener is needed, unless screening occurred as part of discharge planning for a child transitioning to a residential treatment program that is specialized in service provision to trafficked and at-risk youth.

D. Comply with the Cabinet's Standards of Care. The Standards of Care are attached as Attachment C and are subject to change. Compliance with these standards will be a factor in the Cabinet's selection of the Provider with whom children will be placed.

E. Provide each committed child with a personal allowance of at least those amounts shown in PCC Attachment A and document the disbursements.

1. Personal allowances are an entitlement of the child and may not be disbursed as contingent upon the child's behavior or taken or withheld as a means of punishment.
2. The Provider will not require the child to spend their allowance money on family or group activities initiated by the Provider, however the child may spend allowance money on items or activities that are optional or in addition to the initiated activity.

F. Use the child's clothing allowance to provide and maintain a minimum of five (5) seasonally appropriate non-uniform outfits, in addition to necessary sleepwear, outerwear, etc.

1. Any exceptions to this must be approved by the Cabinet's social service worker.
2. The Provider must give any unspent clothing allowance to the child, Cabinet social service worker, or sent as designated by the Cabinet social service worker.
3. At discharge, the Provider will pack and have ready for transport all the child's clothes and belongings.
4. Any unspent clothing allowance must be provided within fourteen (14) days of the child's discharge from the placement.
5. A written inventory of the child's clothing and accounting of the child's allowance must be provided to the Cabinet social service worker within fourteen (14) days of discharge.

G. Develop and maintain a Lifebook for each child receiving services or care under the provision of this agreement. Emergency Shelter providers are not required to complete Lifebooks due to the short-term nature of the placement. Reimbursement of Lifebook expenses is included in Attachment A, Rate Schedule. Provide the child's Lifebook to the Cabinet's social worker upon discharge of the child from the Provider.

H. Inform the Cabinet social service worker of any employment of any child receiving services or care under provision of this agreement and screen proposed work assignments and employment for compliance with Child Labor Laws, KRS Chapter 339.

I. Provide each youth ages sixteen (16) and older, with one of the Cabinet approved life skills assessments, which include the Daniel Memorial Independent Living Skills System, the Ansel Casey Assessment, or other Cabinet approved independent living assessment.

1. Provider will ensure that youth have access to independent living services including the Cabinet approved LYFT Learning independent living curriculum and other provisions in accordance with 922 KAR 1:310 and 922 KAR 1:340. Upon completion of the formal independent living curriculum, the material, including the Cabinet approved assessment, shall be submitted to the Cabinet Independent Living Specialists for the review and the processing of the youth's stipend request.

J. Make available and/or return such child or children to the authorized representative of the Cabinet at any time upon request.

K. Assist in the transition of the child or children to the new placement.

L. Prohibit the use of corporal punishment for children in the custody of the Cabinet.

M. Prohibit the use of cameras to monitor youth bedrooms and bathrooms except with written consent of the Director of the Division of Protection and Permanency or designee. Any request for exception to this provision must include reason for the request that relates to immediate safety issue for the youth. This does not include monitors in infant bedrooms.

5. Reasonable and Prudent Parent Standard-

A. Implement use of the Reasonable and Prudent Parent Standard, as defined by Public Law 113-183, in making careful and sensible parental decisions that maintain the health, safety, and best interests of a child in the custody of the Cabinet, while at the same time encouraging the emotional and developmental growth of the child, that a Provider's caregiver, which includes a Provider's foster parents or designated on-site officials, must use when determining whether to allow a child in care to participate in extracurricular, enrichment, cultural, or social activities. Such activities include sports, field trips and overnight activities that may involve the signing of permission slips or arranging transportation for the child to and from these activities. Such decisions should maintain the health, safety, and best interest of the child while at the same time encouraging the emotional and developmental growth of the child.

B. If a child-caring facility, designate an on-site official to be available 24 hours a day who is trained and authorized to apply the reasonable and prudent parent standard to decisions involving the participation of a child in age or developmentally appropriate extracurricular, enrichment, or social activity.

C. Prepare the Provider's caregivers, and/or designated on-site officials, with the skills and knowledge of the cognitive, emotional, physical, and behavioral capacities of a child the Provider places in their care.

When making RPPS decisions, the Provider's caregivers must:

1. Exercise care, skill, and judgment in their decisions and conduct;
2. Consider factors unique to each child such as:
 - a. Age;
 - b. Maturity;
 - c. Abilities;
 - d. Culture;
 - e. History and past behavior;
 - f. Current behavior; and
 - g. Length of time in placement;
3. Consider whether the activity is suitable based on the child's mental, behavioral and physical abilities and past experiences;
4. Consider the reasonable, foreseeable risks of an activity and what safety factors and direct supervision may be needed in the activity to prevent potential harm (risks involved with the activity);
5. When making a decision regarding participation in a religious activity, consider the religious preferences of the child and if applicable, the child's birth parent;
6. Comply with state laws regarding age restrictions and safety requirements;
7. When applicable, provide all reasonable safety equipment; and
8. Not make a decision that is contrary to a pre-existing court order.

The Provider will not apply the Reasonable and Prudent Parenting standard to the following:

1. Discipline policy;
2. Court ordered visitation;
3. Medical approvals;
4. Return a child without court approval;
5. Changing schools
6. Drastic change of child's appearance (tattoos, body piercings, etc.);
7. Medications (i.e. psychotropic, birth control);
8. Changing a child's religion;
9. Court orders;
10. Birth parent and sibling visits;
11. Permanency decisions;
12. Pregnancy terminations;
13. Surgery or

14. Operation of an ATV other than allowed by KRS 189.515.

The Provider will not create rules, standards, or policies that limit, prevent or create barriers to the designated on-site official making reasonable and prudent parenting decisions within the boundaries set forth in this subsection.

D. In accordance with 2016 KY Acts Chapter 115, the Provider's caregiver, which includes a Provider's designated on-site official, will not be liable as a result of their approval of the participation of a child in the custody of the Cabinet, in an age or developmentally appropriate activity, so long as the on-site official acts in accordance with the reasonable and prudent parent standard.

6. Medical Services for a Child-

A. Inform the family and the Cabinet social service worker as soon as possible of any medical, dental, or surgical treatment planned or provided for a child.

B. Secure the necessary medical services for all children, with these services to be from physicians and other vendors who accept the child's medical or insurance card whenever possible. To the extent possible, children should be followed by their home/community medical practitioners to ensure continuity of care and ongoing home/community connection.

1. If the child is not eligible for medical assistance, the Provider shall direct the vendor to send any bills not covered by insurance or paid by the parents or third-party sources to the Cabinet's office having case responsibility for approval.

2. If the child is eligible for medical assistance and a medical card is not yet available, the Provider must communicate this information to the Cabinet children's benefits worker in an attempt to expedite treatment.

3. The Provider shall provide documentation of medical Provider's refusal to bill the Cabinet when seeking reimbursement for medical expenses paid on behalf of children placed in their care. Cabinet's payment of these expenses will be contingent upon this documentation.

C. Give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician.

D. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge.

E. Have written policies and procedures regarding proper medication administration, storage, and disposal consistent with accreditation standards or, if not accredited, licensure standards.

F. Document medication administration and disposal in each child's medical file.

G. Notify the Cabinet social service worker within two (2) business days when a child is prescribed any new prescription medications, including psychotropic medications.

1. Prescribing of psychotropic medications shall be made in collaboration with the child's treatment team and requires additional oversight.

H. Maintain policy and individualized documentation regarding oversight and coordination of health care services to identify and respond to the needs of the children, (including mental, vision, and dental) to include the following:

1. Schedule of initial and follow-up health screenings;

2. How a child's condition is monitored and treated;

3. How to update medical information;

4. How to ensure continuity of care; oversight of prescriptions; and

5. How the Provider consults with professionals to determine treatment.

I. Request the medical passport from the Cabinet social service worker if it is not received at the time of the child's placement.

J. Maintain the Cabinet's medical passport for all children in placement with the Provider.

1. The medical passport must be maintained throughout the duration of the child's placement with the Provider as it follows the child throughout placement in out-of-home care.

2. The medical passport must be returned to the child's Cabinet social service worker upon discharge from the Provider.

3. If the child does not have a medical passport, the Provider must document all medical and physical health appointments on Cabinet forms and ensure these records are returned to the child's Cabinet social service worker upon discharge from the Provider.

7. A Child's Education Services-

- A. Comply with education provisions under Fostering Connections to Success and Increasing Adoptions Act of 2008 and The Child and Family Services Improvement and Innovation Act (Public Law 112-34) to ensure that each child is enrolled as a fulltime elementary or secondary school student.
- B. Coordinate with local educational agencies so that the child remains in the school they are enrolled in at the time of placement into care whenever possible, unless it is not in child's best interest.
 - 1. The Cabinet social worker, when feasible, may request that a youth remain at the previous school outside of the current attendance area in order to support educational continuity. When reasonable, the Cabinet social worker may request mileage reimbursement for transportation to the youth's previous school. The Provider will be reimbursed at the current state transportation reimbursement rate per mile.
- C. If a child must enroll in a new school, facilitate immediate enrollment in a new school.
 - 1. The Provider must inform the Cabinet social service worker or designated regional personnel if a school district delays or refuses enrollment of a committed child.
- D. Ensure the child attends school and notify the Cabinet social service worker of any attendance issues.

8. Family Engagement-

- A. In partnership with the Cabinet, provide culturally and linguistically competent services that are youth guided, family driven, and congruent with the DCBS family case plan and/or visitation agreement. In order to promote healthy relationships between children and their parents and siblings while placed in foster care or in a residential setting, the Provider's service provision should focus on preserving and enhancing the connections between the children and their extended family, community, and school.
 - 1. This includes offering family therapy/counseling and support when the family is available and maintaining contact regarding the child's/family's progress and on-going treatment and service needs. Family therapy/counseling should be provided when it is clinically appropriate. Provider must not require any form of payment from the youth's family for family counseling/therapy including therapeutic telephone calls and visits.
 - 2. The Cabinet will make decisions regarding separation of siblings and visitation. In those circumstances when the siblings are not placed together as agreed upon by the Cabinet, the Provider must provide visitation or other ongoing interaction between the siblings, unless the interaction would be contrary to sibling's safety or well-being.
 - 3. If the Provider has reason to believe that the interaction would be contrary to a child's safety or well-being, the Provider must submit in writing the reasoning to the Cabinet social service worker.
 - 4. The Provider must not suspend visitation or contact prior to receiving permission from the Cabinet social service worker unless the Provider has reason to believe that the interaction would cause an immediate risk to the child's safety. The Provider will not suspend visits as a form of discipline.
 - 5. The Provider must provide the Cabinet social service worker with potential relative placement resource information obtained through assessments, engaging the family, or counseling.
- B. Accept the assignment of visitation responsibilities in accordance with Title IV-B, caseworker visitation requirements.
 - 1. The Provider must conduct monthly face-to-face visits in accordance with federal and state requirements with each child placed by the Cabinet with the Provider, in the child's current place of residence.
- C. When there is a goal of return to parent or permanent relative placement, have and follow a written policy requiring the Provider to not only involve the child's family in the development, implementation, and evaluation of the child's Individual Treatment Plan (ITP) but to ensure the process is youth guided and family driven to more actively engage the child and the child's family in the child's treatment, unless directed otherwise by the Cabinet social service worker.
 - 1. To the extent possible, the child's family should be included in the Provider's services to promote timely achievement of permanency.

9. Transportation-

- A. Provide transportation regarding routine daily care including medical, dental, orthodontic, school, therapeutic services, family and sibling visitation, and court requested appearances, within a forty (40) mile radius [up to eighty (80) miles round trip] of the placement location.

1. The Cabinet social service worker will give one (1) week advance notification when the Provider is to provide transportation within a forty (40) mile radius of the placement location to appointments scheduled by the Cabinet.
 2. In addition to transportation related to routine daily care, mutually satisfactory arrangements for other scheduled appointments may be made between the Provider and Cabinet social service worker, which is covered by the per diem.
 3. Mutually satisfactory arrangements for scheduled appointments or transportation needs exceeding the forty (40) mile radius of the placement location may be made between Provider and Cabinet social service worker. The Cabinet social service worker will request transportation one (1) week in advance. The Provider will be reimbursed at the current state transportation reimbursement rate per mile beyond the forty (40) mile radius of the placement location.
 4. If the Provider is not able to safely transport the child due to the child's behavior or risk of elopement, the Provider must notify the Cabinet social service worker at least 24-48 hours prior to the appointment time.
 5. Every Student Succeeds Act (ESSA) transportation will be worked out between the school, the Cabinet and the Provider and negotiated on a case-by-case basis. Therefore, the provider may not be required to transport the youth to school if special arrangements have been made for the child to remain in the same school under ESSA guidelines.
- B. Allow children referred to the Kentucky Adoption Profile Exchange (KAPE) to attend KAPE events.
- C. Use a transportation log to track transportation expenses beyond the forty (40) mile radius of the placement location.
1. Provider staff must complete the transportation log and submit it with its monthly billing invoice to the Regional Billing Specialist.
 2. If multiple children are transported, mileage beyond the forty (40) mile radius must be divided among all the children, and the Provider shall indicate on each child's transportation log that the trip's mileage was shared with another, and the number of children transported together.
 3. Upon receipt of the transportation log, the Regional Billing Specialist shall obtain verification of mileage claimed from the Cabinet social services worker for the child or children.

10. Critical Incidents, Prevention of Physical Management, and Requirements if Used-

- A. Report by email to the child's Cabinet social service worker and when appropriate notify the child's parents by established communication method within twenty-four (24) hours, or the next working day, any critical incidents. Critical incidents are defined as: 1) possession of deadly weapon; 2) serious injury to another person (includes resident, staff, foster parent etc.) requiring professional medical treatment, resulting from a conflict with a child; 3) serious injury to a child requiring professional medical treatment (includes sexual assault and excludes physical injury requiring first aid only); 4) missing from care resulting in notification of law enforcement; 5) suicide attempts requiring professional medical attention; 6) criminal activity by a child resulting in notification of law enforcement (does not include those acts deemed to be status offenses); and 7) a sexual acting out incident outside of developmental norms and the normal limit of functioning for the particular child.
- B. Agree to report to the Cabinet immediately the death of a child, psychiatric/medical hospitalization, and allegations of child abuse/neglect. Such reports must be made to the child's Cabinet social service worker.
1. In situations involving reports of suspected child abuse/neglect, the Cabinet for Health and Family Services, Office of Inspector General, Division of Regulated Child Care, Child-Caring/Child-Placing Branch must also be notified.
 2. Allegations of child abuse/neglect must be reported in accordance with KRS 620.030 and to the Cabinet's Child Abuse Hotline at 1-877-597-2331 (1-877-KYSAFE1).
 3. The Provider agrees that Cabinet staff conducting child abuse investigations in a non-familial private child-caring setting have complete private and immediate on-site access to the alleged victim. When applicable, the Provider must assist Cabinet staff in providing access to the alleged perpetrator(s). Additionally, the Cabinet social service worker must have complete access to, including the right to inspect and copy, all current clinical, historical, medical, and contextual information and documentation.
- C. If the Provider uses physical management/restraint or seclusion, the provider must commit to prevent and reduce the use of these potentially traumatizing procedures of last resort and have established guidelines and policies governing the prevention and use of the emergency procedures of last resort that are at a minimum consistent with accreditation standards and in accordance with 922 KAR 1:300.

1. Physical management/restraint or seclusion will not be used as punishment, forced compliance, or retaliation.
- D. Report data on the use of physical management/restraint and seclusion in accordance with 922 KAR 1:300, in a manner that is consistent with accreditation reporting formats and requirements to the Cabinet or its agent by the Provider in an accurate and timely manner.
- E. Establish systems for tracking the frequency, location, and type of critical incidents as defined by this agreement, including those involving physical management/restraint and demonstrate use of data to prevent further use.
- F. Implement an administrative process to review all critical behavior incidents and if physical management is used by the Provider, the use of physical management, incident by incident.
 1. Documentation of this administrative review must record the assessment as to whether the restrictive procedure was necessary, if physical management was conducted according to defined Provider standards, documented, and reported as required, whether follow-up corrective action is warranted, and must record that staff received this feedback.
- G. Staff members who use physical management will receive a minimum of 16 hours of training annually in physical management, seclusion, and approved methods of de-escalation from a nationally recognized accreditation organization approved by the Cabinet.
- H. Implement an effective prevention framework that will include the required use of de-escalation plans to prevent conflict, violence and the use of seclusion and restraint.
 1. De-escalation plans will be included in the child's individual treatment plan.
 2. The de-escalation plan will outline specific skills to be used and will be specific to that child.
- I. Following a restraint or seclusion, a crisis evaluation by a licensed clinician or clinician working under the supervision of a licensed clinician will be conducted, and there will be debriefings with youth, staff, and leadership as appropriate. Crisis evaluations and debriefings with youth and staff will occur within one business day. Agency leadership, and other staff as needed, will then use information obtained during the debriefing process to analyze the critical incident and work to facilitate improved outcomes for the specific youth and the agency as a whole.
- J. Develop and implement alternatives to restraint and seclusion such as sensory interventions, soothing planning, sensory rooms, or other alternatives.

11. Bed Holds for a Child-

- A. Request a two (2) week paid "bed hold" for children needing medical/psychiatric hospitalization or missing from care, assuring the child can return to the same facility during that period of time.
 1. Paid bed holds are not applicable when a Provider transfers a child between its own programs (i.e., facility and/or foster homes).
 2. If, at the onset of the hospitalization or the missing from care episode, the Provider agrees to hold a placement, i.e., bed, for the child and the Cabinet social service worker agrees that the plan is for the child to return to the same facility/emergency shelter, the request for a bed hold is initiated by the Provider. The Cabinet will respond in writing to the written request for a "bed hold" within two (2) business days of the request. Once a "bed hold" has been authorized, the Cabinet is responsible for payment of the "bed hold", even if the child cannot return to the placement due to circumstances beyond the Provider's control. The "bed hold" may be extended at the written request of the Cabinet for two (2) additional paid weeks if medically necessary. A bed hold will not be extended for two (2) additional weeks for emergency shelter placements. If the absence exceeds four (4) weeks with approved medical need, the child will be treated as a new admission.
 3. If during the bed hold period the Provider determines that it cannot meet the needs of the child and does not wish for the child to return to the same facility, the Provider must provide a two-week written notice to the Cabinet. The Provider shall maintain a placement for the child if discharge from a hospital or return from an elopement occurs prior to the two (2) weeks advance notice expiring. If the child does not return to the placement prior to the two (2) weeks advance notice expiring, the date of the placement disruption will be considered the discharge date, and this notice negates any obligation of the Cabinet for payment of any bed hold days.
 4. If the Provider gives a two week notice prior to the hospitalization or elopement occurring, a bed hold is applicable so that the child may return to the original placement for the duration of the notice.

5. If for any reason, the Cabinet determines at any time during the approved bed hold period that the child will not return to the same facility, written notice will be provided to the Provider, and bed hold days shall be paid only up to the date of the notice to the Provider. The date of the Cabinet's notice to the Provider will be considered the discharge date.

6. If a bed hold was applicable and was requested by the Provider, but not approved by the Cabinet, then the Provider does not have to provide a two (2) week written notice and the date of disruption from the placement will be considered the discharge date.

12. Transition and Discharge Planning-

A. Give two (2) weeks advanced notice to the Cabinet using the move notification in the PCC Tracking System prior to the discharge of a child which is unanticipated in the treatment plan.

1. Prior to tendering a two (2) week discharge notice to the Cabinet social service worker, the Provider must have documentation of regular communication to the Cabinet Social service worker and have exhausted all supportive services as necessary before a child would be discharged from the program pursuant to the two (2) weeks' notice provision. Additional supportive services might include an increased number of individual or family therapy sessions, increased case management services, a family/treatment team meeting, and additional assessments as appropriate.

2. The Provider must submit notice in the PCC Tracking System. Specific reasons for the placement disruption of the child or the unanticipated discharge, what additional supportive services were put in place, and therapeutic recommendations shall be documented in the move notification in the PCC Tracking System.

3. Anticipated discharge must not prevent a child from receiving medically necessary treatment (i.e., medical/psychiatric hospitalization).

4. The Provider will maintain the child's placement if discharge from a hospital or return from elopement occurs prior to the two (2) weeks advance notice expiring. If a bed hold was applicable and was requested by the Provider, but not approved by the Cabinet, then the Provider does not have to provide a two-week written notice and the date of disruption from the placement will be considered the discharge date.

5. Provide all information, including a discharge plan and treatment recommendations to the Cabinet social service worker and to the next placement at the time of discharge.

B. Upon a child's discharge, provide the following to the child's Cabinet social service worker and, if known, the next placement Provider:

1. Medical information, to include the child's medical passport, names and addresses of all providers that have treated the child, date of the child's last physical, dental, and vision exams; current medications (if applicable); and current prescriptions (if applicable); and

2. Education information, to include the name, location, and contact information for the most recent school attended; a copy of the child's most recent report card or progress report (if applicable); and the child's individual education program (IEP) (if applicable).

C. Upon discharge of a child that has been placed with the Provider for twenty-one (21) days or longer, provide to the child's Cabinet social service worker and to the child's next placement Provider, if known, the above mentioned items, including the Provider's most recent assessment, individual treatment plan, completed CRP-007 Children's Review Program Application for Level of Care Payment (ALP)(if applicable), and the name and contact information of the primary person responsible for the child's treatment while placed with the Provider.

D. Have a policy requiring the Provider to prepare and provide to the Cabinet social service worker a discharge packet, including the PCC/PCP Discharge Summary, that will go with the child on the date of discharge to the next placement or return home when:

1. the discharge is a planned discharge; or
2. either the Provider or DCBS gives a two (2) week notice.

E. In the event of an unplanned discharge, prepare and submit to the Cabinet social service worker the PCC/PCP Discharge Summary the first business day following the date of discharge.

F. Comply with discharge requirements given within these prior provisions:

1. Section 2.00, 4.F.5
2. Section 2.00, 4.G.

G. Provider will enter the child's discharge information within two (2) business days of the discharge in PCC Tracking.

13. The Private Child-Caring Facility (PCC) will-

- A. Submit to the Cabinet PCC/PCP liaison a written plan specifying the program's ability to provide specialized treatment plans and care to children age ten (10) years and younger prior to placement. This plan must be submitted once initially and any time that there are changes.
- B. Not accept children designated as medically complex unless a Cabinet medically complex liaison has consulted with the facility about the particular child.
 - 1. The facility must obtain written documentation from a licensed health care Provider stating that the designated direct care staff has received training on how to meet the specific needs of the medically complex child.
 - 2. The facility must submit to the assigned Cabinet medically complex liaison the written documentation from the health care Provider along with a plan specifying the Provider's ability to meet the child's needs.
- C. Cooperate with the Cabinet's six (6) month review to determine the goals for children and length of stay. Family input will be considered in determining the child's goals. Justification for an extension for residential care beyond the time agreed to in the treatment plan must be completed by the treatment team, which shall include the Cabinet social service worker. Extensions shall be approved by a Cabinet Family Service Office Supervisor.
- D. For programs that meet the requirements as defined in Public Law 115-123, the Family First Prevention Services Act.

Qualified Residential Treatment Program (QRTP)-

- 1. QRTP provider must be licensed and accredited.
 - a. Accreditation must be by CARF, JCAHO, or COA
- 2. QRTP provider must have a trauma-informed treatment model.
- 3. QRTP provider must facilitate outreach to family members, including siblings and document in the PCC tracking system how outreach is made.
- 4. QRTP provider must have nursing staff and other licensed clinical staff, on-site if required by the treatment model twenty-four hours a day seven days a week, or available twenty-four hours a day seven days a week if not required on site by the treatment model.
- 5. If in the best interest of the child, QRTP providers must involve family members in the child's treatment.
- 6. QRTP provider must provide discharge planning at the time of placement and provide family-based aftercare support for six months post discharge when the child discharges to a less restrictive, family-based placement.
 - a. QRTP will maintain at least monthly phone contact with the child/family and the aftercare provider.
 - b. QRTP will enter monthly contact into the PCC tracking system. If the DCBS case is closed within the 6 month period, QRTP will maintain records of the monthly contact in accordance with Section 1.F of this agreement.
- 7. Assist the Cabinet with the transition of the child to another treatment setting within thirty (30) day if the assessment, completed by the Children's Review Program, does not recommend placement in a QRTP.
- 8. The QRTP will have ongoing organizational self-assessment, tracking, and monitoring of the six principles of trauma-informed care and effective use of trauma specific screening, assessments, and treatment.
- 9. The QRTP will notify the Children's Review Program of the child's placement within two business days of placement.
- 10. Respond to the QRTP assessor within two business days of request to arrange a time to meet with treatment team members.

For programs that meet the requirements to serve youth considered a special population as defined in Public Law 115-123, the Family First Prevention Services Act.

Pregnant and parenting youth-

- 1. Agency will coordinate positive parenting for parent.
- 2. Agency will provide or coordinate early childhood services for the parent.
- 3. Agency will assist youth in coordinating and attending all medical appointments.
- 4. Agency will assist youth in coordinating childcare, public assistance and other resources as needed.

Victims of or at risk of sex trafficking-

1. Agency must have a trauma-informed treatment model.
2. During the initial intake, after incidents of elopement, as part of discharge planning if Residential treatment is being considered, and at any time other indicators of risk are recognized the provider will administer the Cabinet approved rapid screener for human trafficking unless the child has already disclosed trafficking.
3. Agency will administer the Vera Institute's long form Trafficking Victim Identification Tool (TVIT) when screening results indicate administration of an in-depth human trafficking screener is needed.
4. Agency will provide exploitation education for all youth identified as victims of or at risk of sex trafficking using a Cabinet approved curriculum.
5. Agency staff will participate in Human Trafficking trainings offered by DCBS as appropriate by role.
6. The program will have a formal written policy regarding human trafficking screening, assessment, data collection and reporting in alignment with DCBS guidance and policy.

E. Residential Clinical Services: Initial Assessment-

1. Complete an initial assessment within twenty-four (24) hours of admission.
 - a. This assessment must be in narrative form and should include aftercare planning in accordance with KRS 199.640(5)(a)8.
 - b. During this initial assessment, the PCC will discuss and determine-with the child and family their goals and expectations for treatment and the indicators for readiness for transition and discharge.
2. Develop and implement an initial Individual Treatment Plan (ITP) within twenty-four (24) hours of admission.
 - a. The ITP will include a transition and discharge plan as well as a plan for aftercare services. Transitioning and discharge planning begins with pre-admission planning processes and the development of the ITP and continues throughout treatment and subsequent ITP reviews.
 - b. The PCC will work with the child and family to identify their objectives and specific skills needed by the child and family in order to successfully live together. Permanency will be the primary focal treatment goal unless otherwise indicated.
 - c. The Cabinet social service worker, PCC treatment director (if the Provider is licensed to provide treatment services), PCC social service worker, the child and the family must be involved in the development of the ITP. The child's family of origin must be included to the extent possible.

F. Residential Clinical Services: Comprehensive Assessment-

1. Complete a comprehensive emotional and behavioral assessment of a child within twenty-one (21) days of admission. The comprehensive assessment will be individualized, trauma-informed and strengths-based.
 - a. The PCC will use a standardized assessment tool to ensure all of the required domains are included in the comprehensive assessment. This assessment shall include an analysis and synthesis of the child/family's presenting issues, history, and diagnosis.
 - b. The assessment will present an integrated picture of the child/family's needs and strengths with a focus on what must be achieved or supports that are needed for the child and family to live safely and permanently in his/her home community. Alternatives to placement in the home community may be proposed, but the alternatives must be justified by the results of the standardized assessment.
 - c. The standardized assessment shall include the following domains:
 - i. Personal strengths and resources including youth's hobbies, interests, talents, hopes and dreams;
 - ii. Family strengths, resources, and involvement, including what is needed to achieve permanency;
 - iii. Areas of risk, including harm to self, harm to others, and victimization;
 - iv. Social, including capacity for attachment and peer relationships;
 - v. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
 - vi. Daily living skills/independent living skills;
 - vii. Health and wellness, including medication management plan;
 - viii. Educational and career;
 - ix. Cultural and religious; and
 - x. Trauma history.
 - d. The following sources of information will be the minimum to inform the assessment:
 - i. Review of records of previous placements and treatment;
 - ii. Discussions with the Cabinet social service worker;
 - iii. Interviews with and observations of the child and family;

- iv. Information supplied by the child, the child's family members or other significant individuals in the child's life; and
 - v. Further evaluations (e.g. CANS, psychological, psychiatric, physical, etc.) as needed.
2. Develop a comprehensive ITP within twenty-one (21) days of admission.
- a. During this process, the Provider should review and revise, if necessary, the planned discharge date and expected length of treatment as well as continue aftercare planning.
 - b. The individual conducting the assessment and guiding the development of the ITP will continue to be actively involved in the periodic reassessment, evaluation, and adjustment of the treatment plan through monthly meetings with those involved in the child's treatment, including the youth and the family.
 - c. The development, implementation and continual review of the ITP must be youth guided and family driven, include their goals, and empower the partnership between the youth, family and treatment providers.
 - d. The individual conducting the assessment and guiding the development of the ITP shall have a Master's degree in a human services field plus:
 - i. Three (3) years of experience (pre and/or post Master's) working with children and families; or
 - ii. Two (2) years of experience (pre and/or post Master's) working with children and families and hold a license or certification to provide therapy.
3. Ensure the treatment team consists of the child, the child's family, the PCC Treatment Director, PCC case manager, therapist, other treatment providers, Cabinet social services worker, and additional support individuals that the child requests to be present to the extent possible.
- G. Residential Clinical Services: Therapeutic Services-
- 1. Base the ITP on the standardized assessment, CANS, objective data, and youth and family goals. The ITP will be personalized and applicable to the child.
 - 2. Within the ITP, make distinctions as to the therapy or other therapeutic supports needed to accomplish the child/family's treatment goals.
 - a. The therapeutic interventions shall be planned to address issues identified in the assessment, such as loss and grief, attachment, trauma, physical abuse, child sexual abuse, self-efficacy, and behavioral self-control. Intervention will acknowledge these challenges and also focus on resilience, building strengths, skills, talents and social/emotional resources.
 - 3. Use the ITP to guide the individual and family level therapeutic intervention.
 - 4. Provide directly or through agreement with an outside Provider, as specified in KRS 199.640(5)(a)2, for therapeutic services individualized for the child. Every child placed in the PCC will receive individualized therapy, as clinically indicated in the ITP. The ITP will guide the frequency and intensity of the services and deal with the underlying causes of the child's behavioral health issues. Individual therapy will occur at least one (1) time weekly, as well as group therapy one (1) time per week, and family therapy as specified in the Cabinet case plan or child's individual treatment plan.
 - 5. Ensure that therapy is provided by a licensed/certified individual with the appropriate qualifications. Individuals providing therapy must meet the requirements of the licensing board that regulates their professional discipline.
 - 6. Maintain responsibility and oversight of the therapy by either providing the therapy in house or by establishing a written agreement with the outside Provider with expectations clearly defined and a well-established plan for communication between the PCC and the therapist to assist in the completion of assessments, treatment planning, discharge planning, family engagement, and the continuum of care for the youth. The agreement will specify the mechanisms for quality assurance and oversight to ensure compatibility, consistency, and clinical alignment between the outside therapist and the Provider.
 - a. The agreement will specify the mechanism for payment for those services. The expectation is that all residential treatment Providers are to provide directly or through agreement with an outside Provider for the preponderance of therapeutic services. These services are currently built into the per diem rate.
 - b. The Provider will obtain and maintain in the child's file any therapeutic notes and/or documentation of therapeutic services provided by a contractor or outside Provider while the child is placed with the PCC.
 - c. The Provider must work in collaboration with the Cabinet social service worker to obtain this documentation.
 - d. The written agreement with the outside provider must be sent to the PCC/PCP Liaisons for approval by the Director's Office.
 - 7. Ensure the person responsible for conducting the assessment conducts a formal staffing with the individual(s) responsible for implementation of the child's ITP at a minimum of once per month.

8. Ensure that those “other therapeutic supports geared toward accomplishing treatment goals” are provided by an individual whose education and experience are appropriate to the level of service needed. This may include Bachelor’s level individuals or experienced paraprofessionals.
 9. Ensure that each child has daily documentation of interventions in his/her record indicating activities that relate to the standardized assessment and ITP, indicating the issue being addressed, the therapeutic intervention, and the outcome of the intervention.
 10. Ensure that each child has daily documentation of interventions in his/her record indicating specific contact between child/family and efforts toward permanency.
 11. Provide services to address the identified needs as indicated on the referral.
 - a. The use of community mental health centers (CMHCs) or another Medicaid Provider of behavioral health services to provide clinical services should be the exception not the rule.
 - b. All exception requests must receive prior approval according to procedures set forth by the Cabinet.
 - c. Those exceptions include:
 - i. An effort to maintain a prior therapeutic relationship, when the assessment and treatment plan indicate that this previously existing relationship is in the best interest of the child. As a general rule, a child should have been in therapy with this specific Provider for six (6) months or more prior to requesting this exception;
 - ii. An effort to link the child to the community so that they have access to services after discharge; or
 - iii. Accessing specialty services deemed necessary through the assessment, but that the Provider is not equipped to provide, such as autism spectrum disorders, fetal alcohol syndrome, other genetic disabilities, intensive substance use treatment, and intensive treatment for youth with sexually problematic behavior.
 - d. The PCC treatment director must oversee the day-to-day operation of the treatment program, must participate in the development of the ITP and the bimonthly (every 8 weeks) case consultation. The PCC treatment director must review and sign each ITP in a timely manner to signify his/her participation in this process.
 12. Ensure that the treatment team reviews the child and family's progress toward meeting each treatment goal at least two (2) times per month, and the treatment team evaluates and, if necessary, revises the comprehensive ITP at least bimonthly (every 8 weeks).
 - a. The CANS will be reviewed during treatment team meetings and documented in the case record.
 13. Ensure an additional assessment is completed upon the recommendation of the treatment team.
 14. Hold a mandatory treatment team meeting that includes the Cabinet social service worker at least thirty (30) days prior to expected transition and discharge date to discuss progress, accomplishments, and discharge plans.
 15. Have a lead treatment Provider who will be actively involved with the child and family to provide ongoing consultation and will provide direct therapeutic work with the child as deemed appropriate by the treatment team.
 16. Have and follow a policy requiring therapy to be provided by:
An individual licensed as one of the following or an individual with a master’s degree in a humans services field practicing under the direct supervision of an individual with one of the following credentials:
 - Psychiatrist;
 - Clinical psychologist (certified or licensed);
 - Licensed clinical social worker;
 - Licensed marriage and family therapist;
 - Licensed professional clinical counselor;
 - Licensed professional art therapist;
 - Licensed behavioral analyst.
- H. Emergency Shelter with Treatment Clinical Services: Initial Assessment-
1. Complete an initial assessment within twenty-four (24) hours of admission. This assessment will be in narrative form and will include aftercare planning in accordance with KRS 199.640(5)(a)8.
 2. Develop and implement an initial ITP within twenty-four (24) hours of admission.
 - a. The ITP will include a discharge plan as well as a plan for aftercare services. Discharge planning begins with the development of the ITP and continues throughout subsequent ITP reviews.
 - b. The Provider must communicate to the child and family the agreed upon objectives that must be accomplished in order for child to be discharged.

c. The PCC treatment director, Cabinet social service worker, PCC social service worker, the child, and the family must be involved in the development of the ITP. The child's family must be included to the extent possible.

I. Emergency Shelter with Treatment Clinical Services: Comprehensive Assessment-

1. Ensure the treatment team completes a comprehensive emotional and behavioral assessment of a child within twenty-one (21) days of admission.
2. The Provider will administer a standardized assessment tool to ensure all of the required domains are included in the comprehensive assessment. The comprehensive assessment will be individualized, trauma-informed and strengths-based.

a. This assessment shall include an analysis and synthesis of the child's and family's strengths, interests, challenges, history, and diagnosis.

b. The assessment must present an integrated picture of the child's strengths and needs with a focus on what skills must be achieved or supports that are needed for the child/family to live safely and permanently in their home/community. Alternatives to placement in the home/community may be proposed, but the alternatives must be justified by the results of the standardized assessment.

c. The standardized assessment must include the following domains:

i. Personal strengths and resources including the youth's hobbies, interests, talents, hopes and dreams;

ii. Family strengths, resources, and family involvement, including what is needed to achieve permanency;

iii. Areas of risk, including harm to self, harm to others, and victimization;

iv. Social, including capacity for attachment and peer relationships;

v. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;

vi. Daily living skills/independent living skills;

vii. Health and wellness, including medication management plan;

viii. Educational and career;

ix. Cultural and religious; and

x. Trauma history

d. The following sources of information will be the minimum to inform the assessment:

i. Review of records of previous placements and treatment;

ii. Discussions with the Cabinet social service worker;

iii. Interviews with and observations of the child and family;

iv. Information supplied by the child's family members or other significant individuals in the child's life; and

v. Further evaluations (e.g., CANS, psychological, psychiatric, physical, etc.) as needed.

3. Ensure the treatment team consists of the child, the child's family and additional support individuals that the child requests be present to the extent possible, the PCC treatment director, PCC social service worker, therapist, other treatment Provider(s) and Cabinet social service worker.

J. Emergency Shelter with Treatment Clinical Services: Therapeutic Services-

1. Develop a comprehensive ITP within twenty-one (21) days of admission.

a. During this process, the PCC will review and revise, if necessary, the planned discharge date and expected length of treatment as well as continue aftercare planning.

b. The individual conducting the assessment, and-guiding the development of the ITP shall have a Master's degree in a human services field plus:

i. Three (3) years of experience (pre and/or post Master's) working with children and families; or

ii. Two (2) years of experience (pre and/or post Master's) working with children and families and hold a license or certification to provide therapy.

c. The individual conducting the assessment and guiding the development of the ITP will continue to be actively involved in the periodic reassessment, evaluation, and adjustment of the treatment plan through monthly meetings with those involved in the child's treatment.

d. The ITP will be based on the comprehensive assessment and will drive the individual level therapeutic intervention by making the distinction as to therapy or other therapeutic supports needed to accomplish the child's treatment goals.

e. The development of the ITP will be youth guided and family driven, thereby empowering the partnership between the youth, family, and treatment providers.

K. Emergency Shelters without Treatment Clinical Services: Initial Assessment and Discharge-

1. Conduct an initial assessment within twenty-four (24) hours of admission.
 - a. This assessment will be in narrative form and should include the presenting problem, identifying information and aftercare planning in accordance with KRS 199.640(5)(a)8.
 - b. The Provider will clearly define the discharge criteria in order for child to be transferred home or to a less restrictive placement.

2.01—CHFS/Cabinet Responsibilities

The Cabinet for Health and Family Services shall:

1. Within ten (10) business days of admission, furnish the Provider with any relevant information needed to properly serve a child referred by the Cabinet.
 - a. This information shall include the reason for referral; a statement of intended outcomes for placement (including the anticipated length of stay); a complete placement history; a description of the child's current behavioral, educational, medical, social and developmental needs; and up-to-date social, educational, psychological, medical, and mental health records.
 - b. The Cabinet social service worker will invite the Provider to the ten (10) day conference.
2. Notify the Provider if a foster child meets special circumstances for religious or cultural exemptions. For example, in Native American and certain Apostolic Christian faiths, cutting the child's hair may be a violation of their religious rights and cultural freedoms.
3. Upon admission, provide the Provider with the child's medical or insurance card, the Authorization for Health Care form.
4. Within seven (7) business days of admission, provide the Provider with a copy of the child's DCBS child/youth action plan, visitation agreement, and medical passport, as well as provide the Provider with a copy of the transition plan for youth over age seventeen (17).
5. Within ten (10) business days of initial entry into care, Cabinet social service worker will complete the behavioral health screener.
6. Locate other placements for children who no longer need to be in the care of the Provider as determined by the appropriate Cabinet staff and move the child accordingly.
7. Locate other placements for a child upon receipt of a two-week notice of an unplanned discharge from a Provider and move the child prior to the end of the two-week period.
8. Provide a ten (10) day verbal and written notice prior to a new placement or reunification occurring unless the Cabinet determines that the child is in imminent danger or the court orders placement sooner.
9. Provide written approval or denial of a bed hold within two (2) business days of receipt of the written bed hold request from the Provider.
10. Give one (1) week advance notification when the Provider is to provide transportation within a forty (40) mile radius of the placement location to appointments scheduled by the Cabinet. In addition to transportation related to routine daily care, mutually satisfactory arrangements for other scheduled appointments may be made between the Provider and Cabinet social service worker, which is covered by the per diem.
 - a. Request transportation assistance from the Provider one (1) week in advance for any scheduled appointments or transportation needs exceeding the forty (40) mile radius of the placement location.
 - b. If the Provider is able to meet the Cabinet social service worker's request, the Provider shall be reimbursed at the current state transportation reimbursement rate per mile beyond the forty (40) mile radius of the placement location.
 - c. Upon receipt of the transportation log from the private Provider, the regional billing specialist shall obtain verification of mileage claimed from the Cabinet social services worker for the child or children and reimburse the private Provider accordingly.
11. Provide information, consultation, technical assistance, and required forms to the Provider.
12. Participate in Provider treatment team meetings whenever possible.
13. Assure that all policy decisions, changes therein, and interpretations of policy affecting this agreement are distributed to the Provider promptly by the Cabinet.
14. Ensure professional collaboration, communication, integrity and to work in partnership with the Provider and all related parties in the investigation of child abuse and/or neglect investigations to insure the safety and well-being of children and to prevent further trauma and/or placement disruption.
15. Assist the Provider with facilitating pre-placement visits whenever possible.
16. Have responsibility for planning with the family for the child(ren)'s future placement.

17. Consult with the Provider prior to the removal of the child. The Cabinet shall have the responsibility for planning for the child or children's future placement with the family.
18. Assure that hearing procedures are available to clients and that clients aggrieved by actions arising from services rendered under this agreement shall have the right to an appeal to the Cabinet.
19. Reimburse the Provider in accordance with the rates established in 922 KAR 1:360 as shown in Attachment A. All payments shall be made monthly upon receipt of appropriate billing.
20. Monitor the Provider for quality assurance and performance.

2.02—Both Parties Responsibilities

The following is expressly understood by all parties of the Agreement:

- A. Legal custody of the child or children shall at all times remain with the Cabinet.
- B. The parties shall work in partnership and comply with all applicable federal and state laws for services provided under this agreement including:
Private Child-Caring:

1. Title 920 Kentucky Administrative Regulation (KAR), Cabinet for Health and Family Services
Chapter 1 Administration
920 KAR 1:060. Protection of human subjects.
920 KAR 1:070. Deaf, hard of hearing, and speech impaired persons services.
920 KAR 1:090. Client Civil Rights complaint process.
2. Title 922 Kentucky Administrative Regulation (KAR), Cabinet for Health and Family Services
Department for Community Based Services Protection and Permanency,
Chapter 1 Child Welfare
922 KAR 1:140. Foster care and adoption permanency services.
922 KAR 1:1290 Background checks for private child-caring or child-placing staff members.
922 KAR 1:300. Standards for child-caring facilities.
922 KAR 1:305. Licensure of child-caring facilities and child-placing agencies.
922 KAR 1:320 Service appeals
922 KAR 1:330, Child protective services.
922 KAR 1:360. Private child care placement, levels of care, and payment.
922 KAR 1:380. Standards for emergency shelter child-caring facilities.
922 KAR 1:390. Standards for residential child-caring facilities
922 KAR 1:510. Authorization for disclosure of protection and permanency.
3. Title I Kentucky Revised Statutes (KRS) Sovereignty and Jurisdiction of the Commonwealth
KRS Chapter 2 Citizenship, Emblems, Holidays, and Time
KRS 2.015 Age of majority--Exceptions.
4. Title III Kentucky Revised Statutes (KRS), Executive Branch
KRS Chapter 17 Public Safety
KRS 17.165 Definitions--Criminal record check for job applicants at child-care centers--Restrictions on employing violent offenders or persons convicted of sex crimes.
5. Title XIII Kentucky Revised Statutes (KRS), Education
KRS Chapter 158 Conduct of Schools—Special Programs
KRS 158.137 Educational passports for state agency children.
6. Title XVII Kentucky Revised Statutes (KRS), Economic Security and Public Welfare
KRS Chapter 199 Protective Services for Children—Adoption
KRS 199.011 Definitions for chapter.
KRS 199.640 Licensing of child-caring and child-placing agencies or facilities—License fees—Standards—Recordkeeping and reporting—Use of corporal punishment—Prohibition against hiring convicted sex offender—Confidentiality of records.

KRS 199.645 Administrative regulations for facilities and agencies caring for children before adjudication under KRS Chapter 630.

KRS 199.650 Authorized activities of child-caring facilities or child-placing agencies.

KRS 199.670 Denial, suspension, or revocation of license of child-caring facilities or child-placing agencies.

KRS 199.802 Consideration of best interest of child in placing child within same or different school district.

KRS Chapter 200. Assistance to Children.

KRS 200.508 Rights of children with an emotional disability and their parents, custodians, and guardians.

7. Title XXVII, Labor and Human Rights

KRS Chapter 339 Child Labor

8. Title LI Kentucky Revised Statutes (KRS), Unified Juvenile Code

KRS Chapter 600 Introductory Matters

KRS Chapter 605 Administrative Matters

KRS 605.080 Transportation of children.

KRS 605.090 Alternative treatment for committed children—Notice of inappropriate behavior of child—Procedures for removal of child committed as dependent, neglected, or abused—Reports—Written transfer summary—Placement of public offenders.

KRS 605.110 Smoking cessation services, medical care, and educational programs for committee children—Kentucky Educational Collaborative for State Agency Children—Personnel—Financing.

KRS 605.120 Payments to home where children are placed—Reimbursement system for foster parents—Pilot projects—Kinship care program—Administrative regulations—Decisions regarding haircuts and hairstyles.

KRS 605.160 Provision of information to those caring for committed children—Show cause hearing.

KRS Chapter 610 Procedural Matters

KRS 610.110 Disposition.

KRS 610.120 Review or termination of disposition orders.

KRS 610.125

KRS 610.127 Parental circumstances negating requirement for reasonable efforts to reunify child with family.

KRS 610.340 Confidentiality of juvenile court records.

KRS Chapter 615 Interstate Compacts.

KRS Chapter 620 Dependency, Neglect, and Abuse

KRS 620.020 Definitions for chapter.

KRS 620.010 Legislative Purpose.

KRS 620.029 Duties of the Cabinet relating to children who are victims of human trafficking.

KRS 620.030 Duty to report dependency, neglect, abuse, or human trafficking—Husband-wife and professional-client/patient privileges not grounds for refusal to report—Exceptions—Penalties.

KRS 620.040 Duties of prosecutor, policy, and Cabinet—Prohibition as to school personnel—Multidisciplinary teams.

KRS 620.050 Immunity for good faith actions or reports—Investigations—Confidentiality of reports—Exceptions—Parent's access to records—Sharing of information by children's advocacy centers—Confidentiality of interview with child—Exceptions—Confidentiality of identifying information regarding reporting individual—Internal review and report.

KRS 620.095 Restriction on placement of nonoffender.

KRS 620.130 Alternatives to removal from custody.

KRS 620.140 Dispositional alternatives.

KRS 620.145 Cabinet's assessment of child's educational needs.

KRS 620.150 Visitation.

KRS 620.230 Case permanency plans.

KRS 620.240 Case progress reports.

KRS 620.250 Local citizen foster care review board's access to records.

KRS 620.280 Employees of Cabinet and other agencies to appear at local board meetings.

KRS Chapter 625 Termination of Parental Rights

KRS 625.025 Extension of wardship to age twenty-one.

KRS Chapter 630 Status Offenses

KRS 630.010 Purposes of chapter regarding status offenders.

KRS 630.120 Conduct of dispositional hearings—Prohibition against commitment for certain alcohol and tobacco offenses.

2016 KY Acts Chapter 115

9. 42 U.S. Code Chapter 7, Subchapter IV-Grants to States for Aid and Services to Needy Families with Children and for Child Welfare Services, Part B, Child and Family Service, and Part E, Federal Payments for Foster Care and Adoption Assistance (42 U.S.C. 620-629m; 42 U.S.C. 670-679)

10. 45 C.F.R. Subchapter G, The Administration on Children, Youth, and Families, Foster Care Maintenance Payments, Adoption Assistance, and Child and Family Services (Includes Part 1355, General; Part 1356, Requirements Applicable to Title IV-B; and Part 1357, Requirements Applicable to Title IV-E)

11. 42 U.S.C. 601(a)(1), Block Grant to States for Temporary Assistance for Needy Families.

C. All forms and agreements affecting the rights and obligations of the Provider or the Cabinet under this agreement shall be approved by the Cabinet Secretary or designee before the execution of any form or agreement by a Cabinet staff member will be binding to the Cabinet.

D. Upon expiration of this agreement or its termination by either party for any reason, the parties agree to use their best efforts to provide for an orderly transition and transfer of children or youth to another Provider.

2.03—Quality Assurance

The Provider shall:

1. Comply with the federal requirements related to the National Youth Transition Database (NYTD) by cooperating and entering all independent living services provided to a youth age 16 and older who are in care at any time during the reporting period (one day or longer) in NYTD prior to the end of the reporting period. NYTD reporting periods are: October 1st through March 31st and April 1st through September 30th.
2. Assist in the collection of NYTD Surveys (to collect outcome information) for eligible youth while they are in state's custody. Surveys are collected on or around a child's 17th birthday, again around the youth's 19th birthday and again around the youth's 21st birthday, with DCBS emailing a list of eligible survey youth to the Provider with information on when to return the completed survey(s).
3. Complete a DPP-1293 Rehabilitative Services Plan of Care Approval form for each child needing therapeutic services and being served under this agreement. A completed DPP-1293 shall be submitted to the child's DCBS worker within 30 days of the child's placement with the Provider and every six (6) months thereafter, as long as the child is placed with the Provider.
4. Enter the information contained within the DPP-1294A into PCC Tracking by the 4th calendar day of each month, following the month of service, to reflect caseworker visits to the child. Entering information from the DPP 1294A into PCC Tracking is required; the paper form is not required.
5. Submit the DPP-1294B by the 15th calendar day of the month, following the month of service, to the child's Cabinet social services worker and maintain a copy with the Provider. The DPP-1294B, Rehabilitative Services Monthly Progress Report, is a required form.
6. Comply with the following reporting provisions from Section 2.00:
 - a. 8.B.(1)
 - b. 10.A.
 - c. 10.B.
 - d. 10.D.
7. Cooperate with the Cabinet or its agent in the timely completion of quarterly and six (6) month progress reports, outcome measurement data, comparative report requirements and other requests for information.
8. The Cabinet and the Provider shall collaborate to continue to develop, implement, maintain, and improve a thorough outcomes-oriented measurement system consistent with national standards of measurement and program evaluation.

9. Permit staff of the Cabinet, its agent, or persons acting on behalf of the Cabinet to monitor and evaluate services performed under this agreement by providing access to physical facilities, foster homes, and to children for private interviews, any staff, all referrals, case records, foster and/or adoptive home studies, personnel records (except specific medical records exempt from disclosure under federal law unless a court order is obtained), fiscal records, and documentation of service provision. Cooperate with the Cabinet, or its agent, in the periodic quality assurance review for out-of-home placements in order to ensure the safety, permanency, wellbeing, and stability of children in the custody of the Cabinet.

a. This provision shall apply to all agreement services, including services subagreed by the Provider.

b. The Cabinet may take necessary action up to and including requiring safety planning and/or plans of correction, limiting referrals of children in the custody of the Cabinet, and/or terminating this agreement for negative findings identified during an onsite visit, monitoring, or quality assurance review.

10. Submit data and reports as requested by the Cabinet or its agent, including the comparative report data.

11. Provide demographic information, if requested, to support the diligent recruitment of potential foster and adoptive families that reflects the ethnic and racial diversity of children in the State for whom foster and adoptive homes are needed.

12. Respond to any statement of deficiencies issued by the Cabinet, its agent or persons acting on behalf of the Cabinet by submission of and compliance to a corrective action plan based on monitoring results.

13. The Provider shall be responsible for monitoring, fiscal, and/or program exceptions established by evaluation, monitoring, and/or audit of this agreement, and promptly settle any monitoring, fiscal, and program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by the Cabinet.

14. Participate in Cabinet initiated discussions related to issues regarding quality of care.

15. Once the Provider and the Cabinet have identified the cause(s) for concern and have noted resources available to address these issues, the Provider shall provide a written response to the Cabinet regarding the identified areas.

16. Participate in focused consultation and/or technical assistance and/or complete a performance improvement plan addressing identified concerns. The Provider also agrees to work with the oversight entity monitoring the performance improvement plan.

2.04—Outcomes

Committed children will be supported and treated in a congregate care setting for as long as needed so that the child may be safely returned home or placed in a permanent adoptive home or in another less restrictive setting. These services must be family driven, youth guided, time limited, intensive, evidence informed practices that promote the child welfare goals of safety, permanency, well-being, and stability.

2.05—Related Documents and Materials Incorporated by Reference

The following documents and attachments are incorporated by reference and should be used where appropriate:

PCC Attachment A – Private Child Care Provider Agreements Rate Schedule

PCC Attachment B– Invoice and Legal Authorization

PCC Attachment C– Standards of Care

Exhibit A – Required Affidavit for Bidders or Offerors

The Vendor acknowledges that during the period of the Contract, the Cabinet may alter, modify, revise, update or amend the documents and attachments and that, throughout the period of the Contract, the Vendor shall follow the processes, procedures, timeframes, and the use of forms that are currently in effect.

SECTION 3—FINANCE TERMS AND CONDITIONS OF THE CONTRACT

3.00—Beginning of Work

This contract is not effective and binding until approved by the Cabinet for Health and Family Services, Department for Community Based Services and the Division of Procurement and Grant Oversight. The contractor shall not commence any billable work until a valid contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Cabinet.

3.01—Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

3.02—Cancellation

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

3.03—Funding Out Provision

The state agency may terminate this contract 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 contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

3.04—Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

3.05—Invoices for Fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

3.06—Expenses

Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

3.07—Purchasing and Specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

3.08—Conflict-of-Interest Laws and Principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

3.09—Campaign Finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

3.10—Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to

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

3.11—Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

3.12—Violation of Tax and Employment Laws

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

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

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

A list of any disclosures made prior to award of a contract shall be attached to the contract.

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

3.13—Discrimination Prohibited (Because of Race, Religion, Color, National Origin, Sex, Sexual Orientation, Gender Identity, Age, or Disability)

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

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

of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

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

SECTION 4—CHFS STANDARD TERMS AND CONDITIONS FOR PRIVATE CHILD CARE AGREEMENTS

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

4.00-Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

A valid contract between the Parties consists of the following:

1. This written Agreement, all attachments, and any subsequent written amendments to this Agreement; and
2. The Contractor's application.

In the event of any conflict between the Contract provisions, the order of precedence shall be as enumerated above.

4.00.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Department prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist identified on page 1 for consideration and decision.

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Contract nor any rights or obligations may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the Finance and Administration Cabinet.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused. The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.01.04-Severability

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining parts shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

4.01.06-Sovereign Immunity

No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but not are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS retains the right to obtain any necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing with confirmation of receipt, as soon as possible of the existence of a force majeure event. To preserve this right as a defense, each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

4.01.08-Maintenance of Insurance

During this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide and shall require any Subcontractor to provide evidence of such coverage upon request. If the Contractor and any Subcontractor are not self-insured, each shall name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request. CHFS shall not be responsible for any premiums or assessments on the policy or policies held by the Vendor or any Subcontractor under this Contract. CHFS may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Cabinet. Should CHFS exercise this option, it shall be fully reimbursed by the Vendor, either by Vendor directly or by an offset against future payments. The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer not cancel the coverage without thirty (30) days prior written notice to CHFS. The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. In any subcontract, the Contractor shall require that any Subcontractor also provide such notice to the Contractor and CHFS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract.

4.01.09-Licensure, Certification, and Registration

The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, the Contractor shall pay any sales, use, personal property, and income taxes related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor. Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to CHFS prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on this Contract or, if applicable, any subcontracts. The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent of the Commonwealth.

4.01.13-Staffing

1. Any individual providing services under this Contract shall, at all times, be trained and qualified to perform the services as required by law and this Contract.
2. Any individual providing services under this Contract shall, at all times, be legally and adequately certified or licensed within the Commonwealth of Kentucky to perform the services required herein and shall be in good standing with any necessary certification or licensure authority. At no time shall any such individual be under investigation, under suspension, under a condition of practice, or under a limitation on the scope of practice from any necessary certification or licensing authority. In the event of any such restriction, the Contractor shall immediately notify CHFS of the restriction.
3. Upon request, the Contractor shall provide CHFS with any documentation that CHFS believes is necessary to establish compliance with the requirements of this provision.
4. Per 922 KAR 1:290 any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify CHFS.
5. Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor shall be in accordance with all applicable federal and state statutes and regulations.

4.02.02-Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

Subcontractors are allowable to ensure all services can be completed. Before engaging a Subcontractor or replacing a Subcontractor, the Contractor will notify CHFS and provide information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. CHFS reserves the right to approve or disapprove any proposed Subcontractor.

4.02.03.01-Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's contract with any Subcontractor related to this Contract shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. If requested, the Subcontractor must make available to the Contractor and CHFS, copies of personnel records and documentation of employees' compliance with this Contract.

Prime Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for compliance with this Contract and the specific provisions of the Contractor's contract with the Subcontractor.

4.02.04-Indirect Cost

Except as otherwise authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all Contract records for not less than three (3) years after all Contract matters (e.g., audit, settlement of audit exceptions, disputes) are resolved and in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with state and federal law governing access to and use of information and data provided by CHFS or collected by the Contractor. The Contractor will use such information or data only for purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Any dissemination of information about projects funded and the scope of work of this Contract must be fully documented and reviewed by the Cabinet's project manager before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

The Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to The Contractor's policies and procedures for compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and Subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

If applicable, the Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any Subcontractor complies with any final finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.10-Performance-Based Penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under this Contract shall follow the procedures and protocols in 920 KAR 1:060, which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If the Cabinet elects not to exercise a penalty clause, this shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the Department's representative designated by the Department within three (3) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the Department shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by Finance or the Department, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. Cabinet may reduce the time allowed for corrective action depending on the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within three (3) business days of receipt of the Letter of Concern may result in continued suspension of placements and/or removal of children currently in placement and/or up to a \$500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms - Cancellation of this Contract.

3. During this agreement period the following performance measure will be evaluated:

4. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

- A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.
- B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.
- C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.
- D. Resolution after 90 days: total penalty withholdings are forfeited.

Progress Rate-The provider will work in partnership with the Department to develop accurate performance data on progress rate for youth discharging from residential settings. Performance will be measured by dividing the number of discharges categorized as progress on the move reason list divided by the total number of discharges from the provider agency. The child must be absent from the program for 30 days to be counted as a discharge. Providers will accurately report move reasons within specified timeframes. Upon provision of performance data to providers by the Department, providers will communicate any discrepancies to designated staff within the Division of Protection and Permanency within 15 days. The period of this agreement will be considered a "hold harmless" period, in which no incentives or penalties will be issued based on performance on this measure. Emergency Shelters are exempt from this performance measure.

4.02.11-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy.

4.03.02-Transition/Turnover

In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself. The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.
3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document, within fourteen (14) calendar days, CHFS shall provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records needed for an orderly transition. If CHFS determines that the Transition Document is missing necessary information, CHFS shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.
4. Deliver a complete accounting and report as of the date of termination about the status of services. This report shall be provided to CHFS within twenty-one (21) days of the effective date of termination.
5. Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.
6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.
7. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the Commonwealth of Kentucky.

4.04.02-Bankruptcy

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-

possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics may result in the immediate termination of the Contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor pursuant to this Contract shall include a statement identifying the appropriate source of funds for the project or service, including, but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

If applicable, the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS of any activity reported to the Contractor under this section.

4.04.06-Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor. Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

4.04.07—Equipment and Property

The Vendor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract. If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

1. Property of CHFS

Equipment and property purchased by CHFS for the purposes of fulfilling the requirements of this Contract, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of CHFS with any single item purchase of \$500.00 or greater, as well as single item purchases of \$5000.00 or greater (capital expenditures), requiring prior approval by the Cabinet. Any Capital Expenditures of \$5,000 or greater with Federal Dollars must also have the Federal Agency Prior Approval before the Federal government will allow the costs in accordance with 2 CFR, Part 200. All computer and information technology equipment purchases, regardless of cost, require prior approval from the Finance and Administration Cabinet's Commonwealth Office of Technology and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced on the

Title Page of this contract. This equipment and property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

2. Property Control Ledger/Logs

The Vendor shall maintain a property control ledger/log that lists all property and/or furniture provided (whether leased or purchased) by CHFS with funds from this contract. As items are procured, a copy of the information that follows must be provided immediately to the CHFS Agency Property Officer such that a bar-coded Asset Tag can be assigned for all items with a cost of \$500 or more. The Vendor shall immediately affix the tag provided to the corresponding property.

- A. CHFS Property Tag Number;
- B. Equipment serial number;
- C. Full Description of the item including make, model, color, etc;
- D. Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);
- E. Date of purchase and/or lease;
- F. Location where the equipment and furniture are located, include full address and state building number when applicable; and
- G. Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the first party will secure insurance coverage for the item. If the Vendor fails to report the required information, loss of the item will be at their expense.

If there is a change to the information above during the course of this contract, a CHFS 117 is required to be submitted to the CHFS Agency Property Officer.

3. Requirement of Inventory

A. Inventory Tracking

The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture provided by CHFS and/or purchased with funds from this contract and provides such to the CHFS Agency Property Officer by February 1st of each year unless otherwise stated herein. Said findings shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the Cabinet's Agency Property Officer, but no later than February 1st, or as otherwise stated, with the corresponding inventory.

B. Loss/Destruction

The Vendor shall immediately notify the Department immediately if an item purchased by CHFS is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to CHFS the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen. The Department will immediately notify the Agency Property Officer and the DFM, such that the proper steps can be taken to document/claim this loss to support replacement of the item if possible.

C. Surplus

All state owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the Cabinet. The CHFS, Office of Administration and Technology Services staff is responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplus or returned, the Vendor shall complete a B-217 and mail it to the CHFS Agency Property Officer with a copy to the Department within thirty (30) calendar days when any of the following occurs:

- i. The equipment or furniture is no longer needed by the Vendor and is available for surplus;

- ii. The contract is terminated; or
- iii. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of \$5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to CHFS a complete and current inventory, including the information referenced in Section 9.48, of any and all of the Cabinet's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

4.04.08—Certification Regarding Drug Free Workplace

The Vendor hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR Part 182. The Vendor shall at a minimum:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Vendor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug free awareness program to inform employees about:
 - A. The dangers of substance use in the workplace;
 - B. The Vendor's policy of maintaining a drug free workplace;
 - C. Available substance counseling, rehabilitation and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for substance use violation.

4.04.09—Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Sexual Orientation, Gender Identity, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal or State Protected Class)

In addition to Section 3.13, the following is required:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, sexual orientation, gender identity, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal or state laws. The Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act as Amended (ADAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable federal and state regulations relating to prohibiting discrimination.
2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not, based on membership in a protected class: denied aid, care, services,

or other benefits provided under this contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility or meeting other requirements or conditions that must be met to receive benefits.

3. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

4. In all program or service solicitations or advertisements placed by or on behalf of the Contractor, the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal or state laws.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on limited English proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g. oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

PCC ATTACHMENT A

**STATE FISCAL YEAR 2025
PRIVATE CHILD CARE PROVIDER AGREEMENTS
RATE SCHEDULE**

All rates are fixed, non-negotiable, daily rates. Rates are all-inclusive and cover the total cost of care, except for transportation as set forth in PCC Agreement, other special expenses set forth in this attachment and additional Medicaid services not covered in the per diem that may be billed and reimbursed by Medicaid. The admission date of the child shall be included for payment but the release date is excluded from payment, EXCEPT for emergency shelters where both the admission date and release date of the child shall be included for payment.

Residential Placement	Rate
QRTP/Specialized Provider rate	\$336.00
Non-QRTP rate	\$193.50
Level of Care 5S	\$302.10
Emergency Shelter with Treatment	\$220.59
Emergency Shelter without Treatment	\$165.44

* When a committed infant is placed with a committed mother in a PCC, the rate for the infant is the therapeutic foster care Level of Care I rate, unless the infant has been deemed medically complex and assigned a level of care. An infant deemed medically complex as well as the committed mother's rate is reflected by the assigned Level of Care.

** In instances in which the committed youth retains custody of their child and is placed in the same placement as the child, the provider will receive a parenting youth supplement for the committed youth's child. The parenting youth supplement will remain in effect for the duration of the placement in which the youth in the custody of the Cabinet and their child remain together. The private provider may assist the committed youth in applying for appropriate financial resources.

The above rates include the following minimum amounts:

Age of Child at:

End of Month	Monthly Clothing	Monthly Personal Allowances	Monthly Incidentals
0-2	\$25.00	\$0.00	\$6.00
3-4	\$30.00	\$1.00	\$5.00
5-11	\$35.00	\$7.50	\$5.00
12 & Over	\$40.00	\$20.00	\$10.00

Special expense requests have specific monetary reimbursement limits and may require prior approval. The Family Services Office Supervisor (FSOS) approves all requests requiring prior approval under \$250 and the Service Region Administrator (SRA) approves all requests \$250 and over requiring prior approval (*except special clothing request as noted below). Some requests for special expense reimbursement require receipts prior to payment. The following is a list of special expenses that the Cabinet for Health and Family Services (CHFS) may reimburse, which includes reimbursement limits and prior approval requirements, if applicable. Reimbursement of special expense requests must be submitted within six (6) months after the expenses were incurred.

Winter Holidays If the child is to remain in the facility for the majority of the holiday break, CHFS will reimburse sixty dollars (60) for winter holiday gifts. CHFS will not reimburse the sixty dollars (\$60) for winter holiday gifts if the child will be on extended home visit (two (2) weeks or longer) during the winter holiday. No prior approval or receipts required.

Birthday CHFS will reimburse twenty-five dollars (\$25) for birthday gifts during the child's birth month if the child's birthday occurs while the child is placed with the Provider. No prior approval or receipts required.

School Supplies CHFS will reimburse thirty-five dollars (\$35) for school supplies for children age twelve (12) and under and sixty dollars (\$60) for children age thirteen (13) and older at the beginning of the school year. In foster care programs the PCP Provider shall pay the special school expenses to the foster parent unless the PCP furnishes all school supplies directly to the foster child. No prior approval or receipts required.

Year Books CHFS will reimburse up to sixty dollars (\$60) for year books for children placed in a school district at the end of a school year, as appropriate. Receipts are required.

Life Book Expense CHFS will reimburse up to seventy dollars (\$70) for life book start-up expenses for the initial six (6) month placement period per child. Ongoing expense allotment is up to twenty-five dollars (\$25) every six (6) months per child for maintenance of the life book after the initial start up costs. Regional Billing staff should verify a child's lifebook expense balance prior to making these purchases. Reimbursement is made to the PCC/PCP that can then reimburse its foster home. No prior approval. Receipts are required.

Senior Expense CHFS will reimburse \$650.00 for senior expenses. Examples may include, but are not limited to cap/gown, class ring, invitations, senior/prom pictures, ACT/SAT testing or other senior expenses. Regional billing staff should verify a child's senior expense balance prior to making these purchases. If the child does not utilize their annual school supply allotment of sixty dollars (\$60) it may be used to supplement their senior expenses. A receipt is necessary for reimbursement on each of these senior expenses. These expenses can be used during the youth's junior year, but only if the youth is on track to graduate. No prior approval. Receipts are required.

School Pictures - CHFS will reimburse the purchase of the least expensive package of school pictures, one time per year, for children K – 11. A receipt is necessary for reimbursement. No prior approval. Receipts are required.

Initial Clothing -

When a child enters CHFS care for the first time and goes directly into private child caring or child placing placement, the initial clothing allotment should follow the same guidelines as the standard of practice for entering DCBS foster homes. Prior approval and receipts are required. The amounts are as follows:

Birth to 1 year of age	\$100.00
1 to 2 years of age	\$120.00
3 - 4 years of age	\$130.00
5 - 11 years of age	\$180.00
12 – and older	\$290.00

CHFS may allow additional clothing money in the event of extenuating circumstances such as growth spurts, sudden weight loss or gain, or loss of clothing due to placement changes. The FSOS may approve a special clothing purchase up to \$250. The approval is based on the individual need of the child and must follow the special expense request process. Prior approval and receipts are required.

Expenses regarding uniforms (when applicable) are built into the daily rate received by the PCC. No additional money is provided for uniforms. It is the PCC's responsibility to ensure that the child also has regular clothing for the duration and upon release from the program. Agencies who utilize uniforms shall ensure that upon discharge youth has at least five (5) non-uniform outfits (pants and shirts). No additional money is provided to the PCC for the purchase of the five (5) non-uniform outfits.

Psychological Evaluations -

PCC's will bill Medicaid provider for psychological evaluations that are deemed medically necessary, or court ordered. If the psychological evaluation is not covered by the child's medical insurance and has prior approval of the SRA, CHFS will pay the Provider upon receipt of an itemized invoice from the Provider of the service.

Medical Expenses -

The Provider should not pay for medical expenses. When choosing medical providers, the Provider will utilize, whenever possible, providers who accept the child's medical insurance. The medical provider must bill the child's medical insurance directly. Should the child's medical insurance deny the claim, CHFS will reimburse the medical provider upon receipt of a detailed invoice and copy of the medical insurance's denial letter. The Cabinet does not reimburse for over-the-counter medication, medical supplies, or devices.

Recreation -

CHFS does not reimburse fees associated with sports or school related activities. These costs are reported in the Provider time study and cost report data and are calculated into the per diems.

Damages -

Expenses associated to replace or repair damage to the PCC facility caused by the child are built into the daily rate received by the PCC.

These costs are the responsibility of the PCC. Expenses to replace or repair damage to the PCC facility should be included in the total PCC expenditures as part of the cost reports submitted to the Cabinet by the PCC. These expenditures are then factored when determining the overall per diem.

PCC ATTACHMENT B

INVOICE AND LEGAL AUTHORIZATIONS

INVOICE AUTHORIZATION:

I hereby authorize the following person(s) to sign Provider invoices from this Provider in accordance with the terms of the agreement with the Cabinet for Health and Family Services:

PRINTED NAME:

SIGNATURE:

LEGAL AUTHORIZATION:

I hereby authorize the following person(s) to sign Provider legal documents from this Provider in accordance with the terms of the agreement with the Cabinet for Health and Family Services.

PRINTED NAME:

SIGNATURE:

Authorized Official's Signature

Title

Provider Name

Provider Address

PCC ATTACHMENT C

COMMONWEALTH OF KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES STANDARDS OF CARE

Program reviews are to be objective assessments of the extent to which defined standards of care are met. The following are standards of care, which the program review workgroups have concluded were particularly important to assess and which have been approved by the Cabinet. The program review workgroups consist of representatives from Children's Review Program, the Cabinet, and the Provider community.

Child-Caring Standards of Care

1. Children should be safe from harm by other children, staff or the environment of care.
2. Children should feel respected by staff and appreciated for their strengths and capabilities.
3. Children's needs should be assessed on admission to the program.
4. Children's needs should determine the treatment (or service) plan and discharge plan.
5. Children's needs should determine the service delivery as prescribed in the treatment plan.
6. Children should receive services, which change over time, as their needs change.
7. Children should receive services, which are coordinated between Providers, both inside and outside the program.
8. Children (as developmentally appropriate) should participate in decisions regarding their treatment or services, including discharge.
9. Children should maintain a relationship with their social service worker and family, where appropriate, while in the program. The program has the responsibility to provide the opportunity for children to maintain these relationships, including providing visitation services as indicated by the child's visitation agreement.
10. Children should participate in treatment with their family when the permanency goal is family reunification. In such cases, the program has the responsibility to provide opportunities for children and their families to participate in treatment together, including family therapy/counseling and visitation, or document why such opportunities are inappropriate.

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11. Children should receive services, which are consistent with their religious, ethnic and cultural background. The program has the responsibility to identify and reduce cultural barriers to effective treatment, to affirm the positive aspects of the children's cultural heritage, and to provide an environment, which encourages the children's cultural development.

12. Children should have opportunities to participate in age or developmentally appropriate extracurricular, enrichment, cultural, or social activities that maintain their health, safety and best, interest while at the same time encouraging their emotional and developmental growth. The program has the responsibility to ensure that a designated, on-site official is available 24 hours a day who is trained and authorized to apply the reasonable and prudent parent standard to decisions involving the participation of children in age or developmentally appropriate extracurricular, enrichment or social activities and that the designated official is trained to exercise care, skill, and judgement, as well as consider factors unique to each child when making reasonable and prudent parenting standard decisions.