**Approvals:**

This Agreement is subject to the terms and conditions as stated. By affixing their signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of this agreement.

**1st Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Date

**2nd Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Date

**Other Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Date

**Approved as to form and legality:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney

**Title Page**

**For**

**Agreement of Services**

**Cabinet for Health and Family Services**

**Department for Community Based Services**

**Division of Protection and Permanency (DPP)**

**PRIVATE CHILD CARE AGREEMENT**

**SFY 2017**

**Margaret L. Wahrer, Branch Manager of Contracts**

**Department for Community Based Services**

**Division of Administration and Financial Management (DAFM)**

**275 East Main Street**

**Frankfort, KY 40621**

**Telephone: 502 / 564-7463 ext. 3825**

**Fax: 502 / 564-0328**

**E-mail:** [**DCBS.Contracts@ky.gov**](mailto:DCBS.Contracts@ky.gov)

**Table of Contents**

**Section 1─Administrative Overview**

1.00─Vision Statement

1.01─ Provider Location and License Number

1.02─Issuing Office

1.03─Communications

1.04─Terminology

1.05─Organization

**Section 2─Scope of Work**

2.00─Provider Responsibilities (PCC and PCP)

1. Overall Administration and Operations

2. Referrals/Admissions

3. Non-Discrimination and Treatment of a Child

4. General Services for a Child

5. Reasonable and Prudent Parent Standard

6. Medical Services for a Child

7. A Child’s Education Services

8. Family Engagement

9. Transportation

10. Critical Incidents and Physical Management

11. Bed Holds for a Child

12. Discharge Planning

13. Private Child-Caring Facility

14. Private Child-Placing Agency

15. Independent Living Program

2.01--Cabinet for Health and Family Services (CHFS) Responsibilities

2.02─Both Parties Responsibilities

2.03─Quality Assurance

2.04─ Outcomes

2.05─Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

**Section 3─Terms and Conditions**

3.00─Beginning of Work

3.01─Term of Contract

3.02─Changes and Modifications to the Contract

3.03─Changes in Scope

3.04─Cancellation

3.05─Contract Conformance

3.06─Notices

3.07─Payment

3.08─Expenses

3.09─Social Security

3.10─Advertising Award

3.11─No Required Use of Contract

3.12─Federal Funding Accountability and Transparency Act Compliance

**Section 4─CHFS Standard Terms and Conditions of Memorandum of Agreements**

4.00─The Contract

4.01─Attachment(s)

4.02─Effective Date of Contract and Earliest Date of Payment

4.03─Extension Periods and Amendments to Contract

4.04─Funding

4.05─Assignment

4.06─Bankruptcy

4.07─Contractor Cooperation in Related Efforts

4.08─Notice

4.09─Headings

4.10─Severability

4.11─Indemnification

4.12─Sovereign Immunity

4.13─Force Majeure

4.14─Obligation of Good Faith

4.15─Code of Ethics

4.16─Influence on Purchasing and Other Business Transactions

4.17─Notices and Pamphlets

4.18─Service Delivery Requirements

4.19─Roles and Responsibilities for Proposed and Existing Staff

4.20─Terms and Conditions of Contract Payments

4.21─Total Amount of Funds and Budget Revisions

4.22─Travel and Travel Hourly Rate

4.23─Subcontractors

4.24─Cost Principles, Requirements and Limitations

4.25─Requirements and Limitations on Indirect or Administrative Cost Requirements

4.26─Financial Record Retention

4.27─Access to Records, Books, and Documents

4.28─Audit Requirements

4.29─Response/Compliance with Audit Findings

4.30─Equipment and Furniture

4.31─Property of CHFS

4.32─Property Control Ledger/Logs

4.33─Requirement of Inventory

4.34─Maintenance of Insurance

4.35─Research Project Approval and Institutional Review Board Requirements

4.36─Scientific Misconduct

4.37─Intellectual Property

4.38─Provisions for Termination

4.39─Turnover Assistance

4.40─Remedies for Breach

4.41─Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

4.42─Licensure, Certification, and Registration

4.43─Permits, Licenses, Taxes and Commonwealth Registration

4.44─Conflict of Interest Laws and Principles

4.45─Campaign Finance

4.46─Legal Proceedings

4.47─Certification of Lobbying

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

4.49─Minority Recruitment, Hiring and Reporting Requirements

4.50─Violation of Tax and Employment Laws (See Exhibit A)

4.51─Certification Regarding Drug Free Workplace

4.52─Confidential Information

4.53─Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use

4.54─HIPAA Confidentiality Compliance

4.55─Governing Law and Regulations

4.56─Reduction in Contract Worker Hours

4.57─No Grant of Employment or Agency

**Attachments:**

Attachment A – Private Child Care Provider Agreements Rate Schedule

Attachment B – Addendum to Provide Adoption Services

Attachment C – Invoice and Legal Authorization

Attachment D – Subagreement for Foster Family Care for Children and Per Diem Rate Schedule

Attachment E – Standards of Care

Attachment F – Specialized Services Program (formerly Attachment G)

**Exhibits:**

Exhibit A Required Affidavit For Bidders Or Offerors

**Section 1─Administrative Overview**

**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.

The services governed under this Agreement are conceptualized as family centered, youth guided, time limited, intensive, evidence informed practices that promote the child welfare goals of safety, permanency, well-being, and stability.

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, institution, institution with treatment, institution with crisis intervention, emergency shelter, and/or emergency shelter with treatment to children and youth that are committed to the Cabinet. Committed children will be maintained 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 child care 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 care 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 and child-placing agencies to improve 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 and/or child-placing agency in accordance with KRS 199.640, and is willing 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 the services for which the Provider has been licensed. This agreement shall apply to the licensed services being provided at the following locations only:

**1.02─Issuing Office**

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, is issuing this. The Department for Community Based Services is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

**1.03─Communications**

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

**1.04─Terminology**

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

Proposer, Offeror, Contractor, Provider, Second Party, or Vendor

Contract Specialist, Buyer, Purchaser, or Contract Officer

Proposal, or Offer

Commonwealth of Kentucky, Commonwealth, State of Kentucky, or State

Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30

Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

**1.05─Organization**

This contract is organized in the following manner:

Section 1─Administrative Overview / General Information regarding the objectives of the Contract.

Section 2─ Provider Responsibilities (PCC and PCP), Cabinet for Health and Family Services (CHFS) Responsibilities, Both Parties Responsibilities, Quality Assurance, Outcomes, Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

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 of Memorandum of Agreements

**Attachments**

Attachment A – Private Child Care Provider Agreements Rate Schedule

Attachment B – Addendum to Provide Adoption Services

Attachment C – Invoice and Legal Authorization

Attachment D – Subagreement for Foster Family Care for Children and Per Diem Rate Schedule

Attachment E – Standards of Care

Attachment F – Specialized Services Program (formerly Attachment G)

**Exhibits─ Procurement Requirements**

Exhibit A Required Affidavit For Bidders Or Offerors (Not applicable for public institutions for post-secondary education)

**Section 2─Scope of Work**

**2.00─Provider Responsibilities**

The Private Child-Caring Facility (PCC) and/or Private Child-Placing Agency (PCP) (a.k.a., Provider) shall comply with the following requirements:

1. ***Overall Administration and Operations-***
   1. Give the Cabinet or its agent immediate access to clients and staff.
   2. Give the Cabinet or its agent immediate on-site access to program and client records as requested.
   3. Not make independent plans for future placements of the child or children.
   4. Provide services to a child in the custody of the Cabinet 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.
   5. Have an application on file with the Cabinet, including its admission criteria specifying the range of intellectual functioning that the Provider has the capacity to serve.
2. Any change in the Provider’s admission criteria shall be submitted to the PCC/PCP liaison prior to the effective date in order to be considered valid.
   1. Maintain case records indefinitely in accordance with applicable laws and regulations.
3. 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.
   1. 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.
   2. Not develop forms or agreements extending or limiting the responsibilities of the Cabinet or the Provider beyond the scope of this agreement.
   3. Assist the Cabinet, upon request, in training involving such agreed services and related Provider skills and resources.
   4. 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 any other criteria that would alleviate the risk of harm to any child placed with the Provider or its subvendors.
   5. Ensure timely and accurate tracking of each child placed by the Cabinet with the Provider and the foster and adoptive homes approved by the Provider using the TWIST PCC Tracking Module as prescribed by the Cabinet.
   6. 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, program director) within the Provider or changes related to licensure.
   7. 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 shall be made prior to notification to other external agencies that contract with DCBS, external agencies’ staff, and DCBS field staff.
   8. Have email and internet access to receive reports from the Cabinet, its agent, or persons acting on behalf of the Cabinet.
   9. Provider shall ensure an employee has neither felony drug convictions nor is on probation for felony drug convictions
4. ***Referrals/Admissions-***
   1. Provide services to the child or children on an "as needed basis”.
5. This agreement in no way obligates the Cabinet to place any child or any particular number of children with the Provider.
   1. Facilitate pre-placement visits whenever possible. The pre-placement process may include informal meetings, day visits, or at least one (1) overnight stay for PCP foster homes. Where appropriate and in agreement with permanency goals, children's birth families shall be integrated into the pre-placement visitation as a means to establish their meaningful involvement at the inception of placement.
   2. Prioritize referrals, giving consideration for children who are identified as being at risk of out of state placement, exiting from out of state placements, or those who are being discharged from hospitalization/crisis stabilization.
   3. Accept selected children that are referred by the Cabinet to the Provider for services and/or care in accordance with the Provider’s application for a private child care agreement.
   4. 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.
6. If the Provider denies placement of a child, the Provider shall provide a specific reason for the denial, in writing, according to a rejection reason outlined on the Children’s Review Program Referral Response Form. Further, the denial shall be based on the Provider’s written admission criteria on the Provider’s application for a Private Child Care Agreement.
   1. Admit all clients entering its program according to the needs of the child and the capacity of the Provider to meet those needs.
7. The Provider shall 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.
8. 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.
9. If the Provider ejects a child on the basis of having inadequate staff to meet the child’s needs, the Provider shall present a plan of correction to the Cabinet PCC/PCP liaison to prevent this issue from arising with additional children.
   1. Inform the Cabinet social service worker providing the required two week written 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.
10. The Provider understands that transferring a child between programs/facilities/foster homes is a placement change that requires the decision of the Cabinet social service worker, who shall follow the Cabinet’s placement process guidelines.
    1. 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.
11. ***Non-Discrimination and Treatment of a Child-***
    1. 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's choice, if any.
12. Children shall be cared for in a culturally and linguistically competent manner, supporting, respecting and upholding their cultural identity, religious/spiritual and linguistic needs.
13. The Provider shall determine if a child 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.
14. The Provider shall 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 or the faith of the family with whom the child resides if the child desires these types of opportunities and access can be reasonably provided in the community of placement. Regulatory provisions governing religious and spiritual development opportunities for residential programs are found at 922 KAR 1:300, Section 6(7).

* 1. 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;
2. ***General Services for a Child-***
   1. Work in partnership with the Cabinet concerning the care of children, including scheduled treatment planning conferences, to meet federal and state requirements.
   2. Participate in Cabinet family team meetings, conference calls, and/or facilitated staffings when invited one (1) week in advance and as the Provider has staff available.
   3. Provide the Cabinet social service worker information needed to coordinate plans and services to a child and a child's family (when appropriate) and to conduct required case reviews such as the five (5) day case planning conference, six (6) month case planning conference, administrative reviews, and judicial reviews.
   4. Comply with the Cabinet’s Standards of Care. The Standards of Care are attached as Attachment E and are subject to change. Compliance with these standards shall be a factor in the Cabinet’s selection of the Provider with whom children will be placed.
   5. Provide each committed child with a personal allowance of at least those amounts shown in Attachment A, and document the disbursements.
3. 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.
4. The Provider shall not require the child to spend their allowance money on family or group activities initiated by the Provider or foster parent, however the child may spend allowance money on items or activities that are optional or in addition to the initiated activity.
   1. 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.
5. Any exceptions to this shall be approved by the Cabinet’s Child Welfare Fiscal Support Branch Manager or designee.
6. The Provider shall give any unspent clothing allowance to the child, Cabinet social service worker, or sent as designated by the Cabinet social service worker.
7. At discharge, the Provider shall pack and have ready for transport all the child’s clothes and belongings.
8. Any unspent clothing allowance shall be provided within fourteen (14) days of the child’s discharge from the placement.
9. A written inventory of the child’s clothing and accounting of the child’s allowance shall be provided to the Cabinet social service worker within fourteen (14) days of discharge.
   1. Develop and maintain a lifebook for each child receiving services or care under the provision of this agreement. 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.
   2. 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.
   3. Provide each youth ages sixteen (16) and older, with the Ansell-Casey Life Skills Assessment. Provide independent living services including formal independent living classes using Kentucky’s Life Skills Class Material 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 Ansell-Casey Life Skills Assessment, shall be submitted to the Cabinet independent living coordinator for review and the processing of the youth’s stipend request.
   4. Make available and/or return such child or children to the authorized representative of the Cabinet at any time upon request.
   5. Assist in the transition of the child or children to the new placement.
   6. Prohibit the use of corporal punishment for children in the custody of the Cabinet.

***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, shall use when determining whether to allow a child in foster 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. If a child-placing agency:

1. Ensure at least one staff person is available for consultation and is trained in the reasonable and prudent parent standard to assist a foster parent, when requested, in determining whether to allow a child in the custody of the Cabinet to participate in an age or developmentally appropriate extracurricular, enrichment, or social activity; and
2. Ensure that a foster parent approved by the agency is trained to apply the reasonable and prudent parenting standard as required by 922 KAR 1:495.

D. Prepare the Provider’s caregivers, to include the Provider’s foster parents 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 shall:

1. Exercise care, skill, and judgment in their decisions and conduct;
2. Consider factors unique to each child such as:
   1. Age;
   2. Maturity;
   3. Abilities;
   4. Culture;
   5. History and past behavior;
   6. Current behavior; and
   7. 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 shall 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; or
13. Surgery.

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

* + - 1. In accordance with 2016 Ky Acts Chapter 115, the Provider’s caregiver, which includes a Provider’s foster parent or designated on-site official, shall 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 caregiver acts in accordance with the reasonable and prudent parent standard.

1. ***Medical Services for a Child-***
2. Inform the Cabinet social service worker as soon as possible of any medical, dental, or surgical treatment planned or provided for a child.
3. 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.
4. 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.
5. If the child is eligible for medical assistance and a medical card is not yet available, the Provider shall communicate this information to the Cabinet children’s benefits worker in an attempt to expedite treatment.
6. 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 shall be contingent upon this documentation.
7. Give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician.
8. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge.
9. Have written policies and procedures regarding proper medication administration, storage, and disposal consistent with accreditation standards or, if not accredited, licensure standards.
10. Document medication administration and disposal in each child’s medical file.
11. Notify the Cabinet social service worker within two (2) business days when a child is prescribed any new prescription medications, including psychotropic medications.
12. 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:
13. Schedule of initial and follow-up health screenings;
14. How a child’s condition is monitored and treated;
15. How to update medical information;
16. How to ensure continuity of care; oversight of prescriptions; and
17. How the Provider consults with professionals to determine treatment.
18. Request the medical passport from the Cabinet social service worker if it is not received at the time of the child’s placement.
19. Maintain the Cabinet’s medical passport for all children in placement with the Provider.
20. The medical passport shall 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.
21. The medical passport shall be returned to the child’s Cabinet social service worker upon discharge from the Provider.
22. If the child does not have a medical passport, the Provider shall 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.
23. ***A Child’s Education Services-***
    1. 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.
    2. Coordinate with local educational agencies so that the child remains in the school they are enrolled in at the time of placement into foster care whenever possible, unless it is not in child's best interest.
    3. If a child must enroll in a new school, facilitate immediate enrollment in a new school.
24. The Provider shall inform the Cabinet social service worker or designated regional personnel if a school district delays or refuses enrollment of a committed child.
    1. Ensure the child attends school, and notify the Cabinet social service worker of any attendance issues.
25. ***Family Engagement-***
26. Work in partnership with the Cabinet to preserve the connections of children in foster care and residential placements with their extended family, community, and school to promote healthy relationships between children and their parents and siblings while placed in foster care or in a residential setting, as indicated in the DCBS family case plan and/or visitation agreement.
    * 1. This includes offering family counseling when the family is present and maintaining contact regarding the child’s progress and on-going treatment needs. Family counseling should be provided when it is feasible and clinically appropriate.
      2. The Cabinet shall 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 shall 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 shall submit in writing the reasoning to the Cabinet social service worker.
      4. The Provider shall 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.
      5. The Provider shall provide the Cabinet social service worker with potential relative placement resource information obtained through assessments, homes visits, or counseling.
27. Accept the assignment of visitation responsibilities in accordance with Title IV-B, case worker visitation requirements.
28. The Provider shall 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.
29. When there is a goal of return to parent or permanent relative placement, have and follow a written policy requiring the Provider to involve the child’s family in the development, implementation, and evaluation of the child’s Individual Treatment Plan ( ITP) and to engage the child’s family in the child’s treatment, unless directed otherwise by the Cabinet social service worker.
30. ***Transportation-***
31. 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.
32. The Cabinet social service worker shall 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.
33. 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.
34. 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 shall request transportation one (1) week in advance. 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.
35. If the Provider is not willing to transport the child due to the child’s behavior or risk of AWOL, the Provider shall notify the Cabinet social service worker prior to the appointment time.
36. Allow children referred to the Special Needs Adoption Program (SNAP) to attend SNAP events.
37. Use a transportation log to track transportation expenses beyond the forty (40) mile radius of the placement location.
38. Provider staff shall complete the transportation log and submit it with its monthly billing invoice to the Regional Billing Specialist.
39. If multiple children are transported, mileage beyond the forty (40) mile radius shall 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.
40. 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.
41. ***Critical Incidents and Physical Management-***
42. Report to the child’s Cabinet social service worker and parent (when appropriate) 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) AWOL when a child’s whereabouts are unknown 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.
43. Agree to report to the Cabinet immediately the death of a child, psychiatric/medical hospitalization, and allegations of child abuse/neglect. Such reports shall be made to the child's Cabinet social service worker.
44. 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 shall also be notified.
45. Allegations of child abuse/neglect shall be reported in accordance with KRS 620.030 and to the Cabinet’s Child Abuse Hotline at 1-877-597-2331 (1-877-KYSAFE1).
46. The Provider agrees that Cabinet staff conducting child abuse investigations in a non-familial private child-caring or private child-placing setting have complete private and immediate on-site access to the alleged victim. When applicable, the Provider shall assist Cabinet staff in providing access to the alleged perpetrator(s). Additionally, the Cabinet social service worker shall have complete access to, including the right to inspect and copy, all current clinical, historical, medical and contextual information and documentation.
47. If the Provider uses physical management, have established guidelines and policies governing the use of the intervention that are consistent with accreditation standards and in accordance with 922 KAR 1:300.
48. Report data on the use of physical management 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.
49. Establish systems for tracking the frequency, location, and type of critical incidents as defined by this agreement, including those involving physical management.
50. 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.
51. Documentation of this administrative review shall 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 shall record that staff received this feedback.
52. Use only a certified trainer who has completed a nationally recognized and professionally developed training program to conduct crisis prevention and physical management training, including restraint and seclusion.
53. ***Bed Holds for a Child-***
54. Provide a two (2) week paid “bed hold" for children needing medical/psychiatric hospitalization or AWOL, assuring the child can return to the same facility/foster home during that period of time.
55. Paid bed holds are not applicable when a Provider transfers a child between its own programs (i.e., facility and/or foster homes).
56. If, at the onset of the hospitalization or the AWOL 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/foster home, the request for a bed hold is initiated by the Provider.  The Cabinet shall 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.  If the absence exceeds four (4) weeks with approved medical need, the child shall be treated as a new admission.
57. 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/foster home, the Provider shall 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 AWOL 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 shall be considered the discharge date, and this notice negates any obligation of the Cabinet for payment of any bed hold days.
58. 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/foster home placement, written notice shall 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 shall be considered the discharge date.
59. 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.
60. ***Discharge Planning-***
61. Give two (2) weeks advanced notice to the Cabinet social service worker prior to the discharge of a child which is unanticipated in the treatment plan.
62. The Provider shall exhaust supportive services as necessary before a child would be discharged from the program pursuant to the two (2) week notice provision.
63. The Provider shall submit notice in writing, with specific reasons for the relocation of the child or the unanticipated discharge and recommendations for future treatment upon discharge.
64. Anticipated discharge shall not prevent a child from receiving medically necessary treatment (i.e., medical/psychiatric hospitalization).
65. The Provider shall maintain the child’s placement if discharge from a hospital, detention center, or return from AWOL 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.
66. 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.
67. Upon a child’s discharge, provide the following to the child’s Cabinet social service worker and, if known, the next placement Provider:
68. Medical information, to include the child’s medical passport, date of the child’s last physical, dental, and vision exams; current medications (if applicable); and current prescriptions (if applicable); and
69. 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 plan (if applicable).
70. 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.
71. 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:
72. the discharge is a planned discharge; or
73. either the Provider or DCBS gives a two (2) week notice.
74. 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.
75. Comply with discharge requirements given within these prior provisions:
76. Section 2.00, 4.F.5)
77. Section 2.00, 4.G.
78. ***The Private Child-Caring Facility (PCC) shall:***
79. 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 eight (8) years and younger prior to placement. This plan shall be submitted once initially and any time that there are changes.
80. Not accept children designated as medically complex unless a Cabinet medically complex liaison has consulted with the facility about the particular child.
81. The facility shall 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.
82. The facility shall 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.
83. Cooperate with the Cabinet’s six (6) month review to determine the goals for children and length of stay. Justification for an extension for residential care beyond the time agreed to in the treatment plan shall 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.
84. Residential Clinical Services: Initial Assessment-
85. Complete an initial assessment within twenty-four (24) hours of admission.
    * 1. This assessment shall be in narrative form and should include aftercare planning in accordance with KRS 199.640(5)(a)8.
      2. During this initial assessment, the PCC shall determine and discuss with the child the expected length of treatment necessary before the child will be ready for discharge.
86. Develop and implement an initial ITP within twenty-four (24) hours of admission.
87. The ITP shall 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.
88. The PCC shall communicate to the child the objectives that he/she must accomplish in order to be discharged.
89. The Cabinet social service worker, PCC treatment director (if the Provider is licensed to provide treatment services), PCC social service worker, and the child shall be involved in the development of the ITP. The child’s family of origin shall be included to the extent possible.
90. Residential Clinical Services: Comprehensive Assessment-
91. Complete a comprehensive emotional and behavioral assessment of a child within twenty-one (21) days of admission.
92. The PCC shall use the 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’s presenting issues, history, and diagnosis.
93. The assessment shall present an integrated picture of the child’s needs and strengths with a focus on what must be achieved or supports that are needed for the child 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.
94. The standardized assessment shall include the following domains:
    * 1. Personal strengths and resources;
      2. Family involvement, including what is needed to achieve permanency;
      3. Areas of risk, including harm to self, harm to others, and victimization;
      4. Social, including capacity for attachment and peer relationships;
      5. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
      6. Daily living skills/independent living skills;
      7. Health and wellness, including medication management plan;
      8. Educational and career; and
      9. Cultural and religious.
95. The following sources of information will be the minimum to inform the assessment:
    * 1. Review of records of previous placements and treatment;
      2. Discussions with the Cabinet social service worker;
      3. Interviews with and observations of the child;
      4. Information supplied by the child’s family members or other significant individuals in the child’s life; and
      5. Further evaluations (e.g. psychological, psychiatric, physical, etc.) as needed.
96. Develop a comprehensive ITP within twenty-one (21) days of admission.
97. 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.
98. The individual conducting the assessment and guiding the development of the ITP shall 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.
99. The individual conducting the assessment and guiding the development of the ITP shall have a Master’s degree in a human services field plus:
    * 1. Three (3) years of experience (pre and/or post Master’s) working with children and families; or
      2. 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.
100. Ensure the treatment team consists of the PCC treatment director (if the PCC is licensed to provide treatment services), PCC social service worker, therapist, other treatment Provider(s), Cabinet social service worker, child, and the child’s family, to the extent possible. Others involved in the child’s treatment or care shall also be included as part of the treatment team whenever possible.
101. Residential Clinical Services: Therapeutic Services-
102. Base the ITP on the standardized assessment.
103. Within the ITP, make distinctions as to the therapy or other therapeutic supports needed to accomplish the child’s treatment goals.
104. 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.
105. Use the ITP to drive the individual level therapeutic intervention.
106. 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. Any child with a level of care III, IV, or V shall receive individualized counseling and/or therapy dealing with the underlying causes of the child’s behavioral health issues at least one (1) time weekly, as well as group counseling one (1) time per week.
107. Ensure that therapy is provided by a licensed/certified individual with the appropriate qualifications.
108. Maintain control 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 treatment planning and the continuum of care for the youth.
109. The agreement shall 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 clinical services. These services are currently built into the per diem rate.
110. The Provider shall obtain and maintain in the child’s file any counseling notes and/or documentation of clinical services provided by a contractor or outside Provider while the child is placed with the PCC.
111. The Provider shall work in collaboration with the Cabinet social service worker to obtain this documentation.
112. Ensure the person responsible for conducting the assessment conducts formal staffing with the individual(s) responsible for implementation of the child’s ITP at a minimum of once per month.
113. 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.
114. 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.
115. Provide services to address the identified needs as indicated on the referral.
116. 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.
117. All exception requests must receive prior approval according to procedures set forth by the Cabinet.
118. Those exceptions include:
119. 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;
120. An effort to link the child to the community so that they have access to services after discharge; or
121. 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 abuse treatment, and intensive treatment for sexually offending youth.
122. The PCC treatment director, for those PCCs licensed to provide treatment services, shall oversee a treatment team and shall participate in the development of the ITP and the quarterly case consultation. The Provider treatment director shall sign each ITP to signify his/her participation in this process.
123. Ensure that the treatment team reviews the child's and family's progress toward meeting each treatment goal at least once monthly, and the treatment team evaluates and, if necessary, revises the comprehensive ITP at least quarterly.
124. Ensure an additional assessment is completed upon the recommendation of the treatment team.
125. Hold a mandatory treatment team meeting that includes the Cabinet social service worker at least thirty (30) days prior to expected discharge date to discuss progress, accomplishments, and discharge plans.
126. Have a lead treatment Provider who will be actively involved with the child to provide ongoing consultation and will provide direct therapeutic work with the child as deemed appropriate by the treatment team.
127. Have and follow a policy requiring therapy to be provided by:
128. An individual licensed as one of the following:
129. Psychiatrist;
130. Clinical psychologist (certified or licensed);
131. Licensed clinical social worker;
132. Licensed marriage and family therapist; or
133. Licensed professional clinical counselor; OR
134. An individual with a Master’s degree in a human services field and under the direct supervision of one of the following:
135. Psychiatrist;
136. Clinical psychologist (certified or licensed);
137. Licensed clinical social worker;
138. Licensed marriage and family therapist; or
139. Licensed professional clinical counselor.
140. Emergency Shelter with Treatment Clinical Services: Initial Assessment-
141. Complete an initial assessment within twenty-four (24) hours of admission. This assessment shall be in narrative form and shall include aftercare planning in accordance with KRS 199.640(5)(a)8.
142. Develop and implement an initial ITP within twenty-four (24) hours of admission.
143. The ITP shall 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.
144. The PCC shall communicate to the child the objectives that must be accomplished in order for child to be discharged.
145. The PCC treatment director, Cabinet social service worker, PCC social service worker, and the child shall be involved in the development of the ITP. The child’s family of origin should be included to the extent possible.
146. Emergency Shelter with Treatment Clinical Services: Comprehensive Assessment-
147. Ensure the treatment team completes a comprehensive emotional and behavioral assessment of a child within twenty-one (21) days of admission.
148. The Provider shall administer a standardized assessment tool to ensure all of the required domains are included in the comprehensive assessment.
149. This assessment shall include an analysis and synthesis of the child’s presenting issues, history, and diagnosis.
150. The assessment shall present an integrated picture of the child’s needs and strengths with a focus on what must be achieved or supports that are needed for the child 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.
151. The standardized assessment shall include the following domains:
152. Personal strengths and resources;
153. Family involvement, including what is needed to achieve permanency;
154. Areas of risk, including harm to self, harm to others, and victimization;
155. Social, including capacity for attachment and peer relationships;
156. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
157. Daily living skills/independent living skills;
158. Health and wellness, including medication management plan;
159. Educational and career; and
160. Cultural and religious.
161. The following sources of information will be the minimum to inform the assessment:
162. Review of records of previous placements and treatment;
163. Discussions with the Cabinet social service worker;
164. Interviews with and observations of the child;
165. Information supplied by the child’s family members or other significant individuals in the child’s life; and
166. Further evaluations (e.g. psychological, psychiatric, physical, etc.) as needed.
167. Ensure the treatment team consists of the PCC treatment director, PCC social service worker, therapist, other treatment Provider(s), Cabinet social service worker, child, and the child’s family, to the extent possible. Others involved in the child’s treatment or care may also be included as part of the treatment team.
168. Emergency Shelter with Treatment Clinical Services: Therapeutic Services-
169. Develop a comprehensive ITP within twenty-one (21) days of admission.
170. During this process, the PCC shall review and revise, if necessary, the planned discharge date and expected length of treatment as well as continue aftercare planning.
171. The individual conducting the assessment and guiding the development of the ITP shall have a Master’s degree in a human services field plus:
172. Three (3) years of experience (pre and/or post Master’s) working with children and families; or
173. 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.
174. The individual conducting the assessment and guiding the development of the ITP shall 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.
175. 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.
176. Emergency Shelters without Treatment Clinical Services: Initial Assessment and Discharge-
177. Conduct an initial assessment within twenty-four (24) hours of admission.
178. This assessment shall be in narrative form and should include the presenting problem, identifying information and aftercare planning in accordance with KRS 199.640(5)(a)8.
179. The Provider shall clearly define the discharge criteria in order for child to be transferred home or to a less restrictive placement.
180. ***The Private Child-Placing Agency (PCP) shall-***
181. Prohibit staff from actively recruiting foster parents fostering from another public or private agency.
182. A PCP shall be prohibited from providing financial incentives to currently approved foster parents in order to entice foster parents to transfer to the PCP.
183. Not consider a foster home previously closed for cause or currently under corrective action or approval.  “Closed for cause” shall include a reason specified in 922 KAR 1:310, Section 22(1)(a) or (b); 922 KAR 1:350, Section 14(1)(c) or (d); or 922 KAR 1:490, Section 2(4) that warrants closure of the home, such as a failed background check or substantiated child maltreatment.
184. Document within each prospective foster parent(s) home study that the agency inquired whether the foster parent has ever applied as a foster parent with the Cabinet or another private child-placing agency and include the foster parent’s response.
185. For PCPs providing foster parent adoption services, do so in accordance with the provisions of Attachment B, Subagreement to Provide Adoption Services.
186. Prior to placing any committed child in a Provider’s foster home, execute a Subagreement for Foster Family Care (Attachment D).
187. Prohibit foster parent(s) from participating in the Cabinet’s approved medically complex training unless the foster parent(s) home study documents a willingness to accept children deemed medically complex for placement.
188. Develop a policy requiring all foster parents to receive training on reporting suspected abuse or neglect per KRS 620.030.
189. Develop policy prohibiting a foster parent from sharing a bedroom with a child in the custody of the Cabinet, unless prior approval is obtained from the service region administrator (SRA) or designee.
190. Notify, using the PCC TWIST tracking module, the Cabinet social service worker when a child is provided care by a respite Provider for longer than a two (2) day time period.
191. Request and obtain prior approval by the SRA or designee for any respite lasting beyond a seven (7) day period.
192. Notify the Cabinet social service worker when the foster parent plans to leave the state with the child(ren) for more than one (1) day, or when the child(ren) will be absent from the foster home for more than 24 hours.
193. Work in partnership with the Cabinet to coordinate the child’s involvement in at least one (1) extracurricular activity, if appropriate; considering whether the activity is suitable based on the child’s mental, behavioral and physical abilities and past experiences; for example: band, karate, various sports, Boy or Girl Scouts, or school-related activities.
194. Document efforts to recruit foster families that reflect the ethnic and racial makeup of the children placed in out of home care as indicated on DCBS reports.
195. Review and utilize data provided by DCBS related to diligent recruitment reports as prescribed by the Cabinet.
196. The standards and provisions for this type of recruitment are dictated by the Multiethnic Placement Act (MEPA) of 1994 and were amended by the Interethnic Placement Act (IEPA) of 1996.
197. Provide a copy of the Foster Parent Snapshot of a foster home that is accepted and determined by the Provider to be an appropriate placement for a child, when responding to the Cabinet’s office, its agent or persons acting on behalf of the Cabinet that referred the child needing placement, within two (2) business days of receiving the referral.
198. Provide a copy of the foster/adoptive parent’s home study upon request of a Cabinet social service worker or the foster/adoptive parent.
199. Applicable records and interviews with foster parents shall be available to the Cabinet social service workers who are planning to place a child in the home and/or providing follow-up planning services to a child.
200. Submit, upon request, the completed narrative of each foster home review completed in accordance with 922 KAR 1:310, Section 6(10-11), to each child’s Cabinet social service worker.
201. Maximize placement stability by providing necessary supports and resources to foster children and their foster parents.
202. Foster families shall be engaged in devising and implementing treatment options that reduce disruption and support foster children’s improved functioning.
203. Staff shall train, coach, and support foster parents in their care-giving role for foster children.
204. Foster parents shall serve as role models and coaches to the biological family, or adoptive family, including participating in family team meetings with the biological family when appropriate.
205. Document, using the DPP-111A (Foster Home Agreement Supplement) or a comparable form, notification to foster parent(s) of relevant child history and risk factors when a child is placed in the Provider’s foster home.
206. Provide notification to the Cabinet social service worker prior to closure/transfer when the foster home presently has a placement.
207. Provide a written closure statement to the foster/adoptive parent, the Cabinet social service worker, and the Cabinet PCC/PCP liaison within fourteen (14) days following the date of closure.
208. The closure statement shall include: date of approval and termination, indication of whether the closure was at the request of the foster/adoptive parent or the Provider, reason for closure, total number of children ever placed in the foster/adoptive home, including the level of care for each child (excluding respite), and the number and type of policy violations or corrective action plans, if applicable.
209. Pay back to the Cabinet or have their payment reduced when the Provider continues to receive level of care payment and the child is in either a trial visit or respite care at a Cabinet foster home.
210. The amount of pay back or reduction in payment shall be the Cabinet foster parent(s) rate of reimbursement that the Cabinet foster parent(s) would have received from the Cabinet for a similar foster care placement.
211. Apply for an exception in accordance with 922 KAR 1:310, Section 8(5), to allow more than two (2) non-related, therapeutic foster care children, i.e., children with a level of care III, IV, or V, to be placed in the same home, only if:
     * 1. The foster family has been approved for more than one (1) year; and
       2. The foster family has demonstrated placement safety, stability, and successful completion of advanced training requirements.
212. Clinical Services: Initial Assessment-
213. Conduct an initial assessment at the time of placement. This assessment shall be in narrative form and shall include aftercare planning in accordance with KRS 199.640(5)(a)8. During this initial assessment, the PCP shall discuss with the child the expected length of treatment necessary before the child will be ready for discharge.
214. Ensure the individual conducting the assessment and guiding the development of the ITP and supervision plan should have a Master’s degree in a human services field plus:
     1. Three (3) years of experience (pre and/or post Master’s) working with children and families; or
     2. 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. This individual conducting the assessment shall 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.
215. Develop an initial ITP and supervision plan.
     1. The Provider shall communicate to the child the objectives that must be accomplished in order for the child to be transferred home or to a less restrictive placement.
     2. The supervision plan, in narrative form, shall identify the current supervision needs of and expectations for the child based upon the child’s recent and past incidents, high-risk behaviors, and needs identified in the assessment. The supervision plan shall include goals and objectives for the child’s improvement with tasks assigned to the PCP and Foster Parent(s). The PCP social service worker and Foster Parent(s) shall sign and date the supervision plan.
216. Clinical Services: Treatment Assessment-
217. Complete a standardized assessment within thirty (30) days of a child’s placement.
     1. This standardized assessment shall present an integrated picture of the child’s needs and strengths with a focus on what must be achieved or supports that are needed for the child to live safely and permanently in his/her home community. Alternatives to placement in the home community may be proposed, but the alternatives shall be justified by the results of the standardized assessment.
     2. The standardized assessment shall include the following domains:
        1. Personal strengths and resources;
        2. Family involvement, including what is needed to achieve permanency;
        3. Areas of risk, including harm to self, harm to others, and victimization;
        4. Social, including capacity for attachment and peer relationships;
        5. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
        6. Daily living skills/independent living skills;
        7. Health and wellness, including medication management plan;
        8. Educational and career; and
        9. Cultural and religious.
218. The following sources of information shall be the minimum to inform the assessment:
     1. Review of records of previous placements and treatment;
     2. Discussions with the Cabinet social service worker;
     3. Interviews with and observations of the child;
     4. Information supplied by the child’s family members or other significant individuals in the child’s life; and
     5. Further evaluations (e.g. psychological, psychiatric, physical, etc.) as needed.
219. The assessment shall include an analysis and synthesis of the child’s presenting issues, history, and diagnosis, as well as development of the ITP and supervision plan. During this process, the PCP shall review and revise, if necessary, the planned discharge date and expected length of treatment as well as continue aftercare and permanency planning.
220. The PCP shall communicate any changes with the Cabinet social service worker.
221. Clinical Services: Therapeutic Services-
222. Base the ITP on the standardized assessment.
223. Within the ITP, make distinctions as to the therapy or other therapeutic supports needed to accomplish the child’s treatment goals.
     * 1. 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.
224. Use ITP to drive the individual level therapeutic intervention.
225. 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, per the child’s individualized treatment plan, at least two (2) times per month.
226. Any child with a level of care III, IV, or V shall receive individualized counseling and/or therapy dealing with the underlying causes of the child’s behavioral health issues at least two (2) times per month.
227. Any exception to this shall be approved by central office Cabinet staff. Exceptions shall be submitted in writing to the PCC/PCP liaison. Exceptions shall not be considered approved unless/until a written response is received from the PCC/PCP liaison or other designated central office Cabinet staff.
228. Ensure that therapy is provided by a licensed/certified individual with the appropriate qualifications.
229. Maintain control 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 PCP and the therapist to assist in treatment planning and the continuum of care for the youth.
230. The agreement shall specify the mechanism for payment for those services. The expectation is that all therapeutic foster care Providers are to provide directly or through agreement with an outside Provider for the preponderance of clinical services. These services are currently built into the per diem rate.
231. The Provider shall obtain and maintain in the child’s file any counseling notes and/or documentation of clinical services provided by a contractor or outside Provider while the child is placed with the PCP.
232. The Provider shall work in collaboration with the Cabinet social service worker to obtain this documentation.
233. Ensure the person responsible for conducting the assessment conducts formal staffing with the individual(s) responsible for implementation of the child’s ITP at a minimum of once per month.
234. 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.
235. 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.
236. Provide services to address the identified needs as indicated on the referral.
237. 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.
238. All exception requests must receive prior approval according to procedures set forth by the Cabinet.
239. Those exceptions include:
     * 1. 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;
       2. An effort to link the child to the community so that they have access to services after discharge; or
       3. 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 abuse treatment, and intensive treatment for sexually offending youth.
240. If a PCP receives an exception for outside clinical services, the PCP shall provide at least one (1) therapy/individualized counseling session dealing with the underlying causes of the child’s behavioral health issues in addition to the clinical services provided by the outside agency.
241. The PCP treatment director, for those PCPs licensed to provide therapeutic foster care services, shall oversee a treatment team and shall participate in the development of the ITP and the quarterly case consultation. The Provider treatment director shall sign each ITP to signify his/her participation in this process.
242. The treatment team shall consist of the PCP’s treatment director, PCP’s social service worker, therapist, other treatment Provider(s), foster parents, Cabinet social service worker, child, and the child’s family, to the extent possible. Others involved in the child’s treatment or care should also be included as part of the treatment team whenever possible.
243. Review and revise the ITP and supervision plan quarterly.
244. This quarterly case consultation shall include the foster parents, Cabinet social service worker, PCP treatment director (for those agencies licensed to provide therapeutic foster care services), PCP social service worker, and any other treatment team member. The child and the child’s family of origin should be included to the extent possible.
245. Hold a mandatory treatment team meeting that includes the Cabinet social service worker at least thirty (30) days prior to expected discharge date to discuss progress, accomplishments, and discharge plans.
246. Have a lead treatment Provider who will be actively involved with the child and foster family to provide ongoing consultation and will provide direct therapeutic work with the child as deemed appropriate by the treatment team.
247. Coordinate behavioral and mental health interventions with the foster home, school setting, and other agencies involved with the child in an effort to ensure that approaches employed by other child-serving systems (e.g. special education) are of a therapeutic nature and integrated with a core plan of treatment.
248. Provide foster family support services aimed at ensuring the stability and safety of the child.
249. Make available crisis intervention services to ensure child safety and therapeutic responsiveness to significant behavioral and related episodes.
250. A crisis plan should be developed for every child and family that provides multiple layers of intervention as needed in the situation.
251. Have and follow a policy requiring therapy to be provided by:
252. An individual licensed as one of the following:
     * 1. Psychiatrist;
       2. Clinical psychologist (certified or licensed);
       3. Licensed clinical social worker;
       4. Licensed marriage and family therapist; or
       5. Licensed professional clinical counselor; OR
253. An individual with a Master’s degree in a human services field and under the direct supervision of one of the following:
     * + - 1. Psychiatrist;
           2. Clinical psychologist (certified or licensed);
           3. Licensed clinical social worker;
           4. Licensed marriage and family therapist; or
           5. Licensed professional clinical counselor.
254. ***Independent Living Program-***
     1. Cooperate with DCBS staff in the completion and implementation of the child’s transition plan, and assist with services indicated in the treatment plan.
     2. Ensure that the child's living space does not present a hazard to the health and safety of the child; is well heated and ventilated; complies with state and local health requirements regarding water and sanitation; appliances are in good working order; the child has access to a working landline or cell phone; has adequate furnishings including bed, dresser (or other type of structure containing drawers), table, chairs, etc.; and working smoke alarm within ten (10) feet of each bedroom.
255. If the scattered site dwelling adjoins a business open to the public, consideration shall be given to potential negative impacts on the child, including hours of operation, type of business, and clientele.
256. Youth between ages sixteen (16) and eighteen (18), shall receive daily face-to-face, in home contact.
257. Independent living programs for children under the age of eighteen (18) shall be provided with on-site supervision by the Provider.
258. A child under the age of eighteen (18) shall not be placed in “scattered site” apartments.
259. Youth ages eighteen (18) and older placed in an independent living setting, shall receive a minimum of one (1) face-to-face, in home contact per week.
260. The PCP shall notify the Cabinet social service worker, if there are any safety issues, use of alcohol or illicit drugs, or illegal contraband.
261. The Provider’s social service worker shall document observations of the youth’s living arrangement. These observations should include details surrounding the youth’s progress in living independently.
     1. Coordinate with the regional independent living coordinator for timely and responsible application for and disbursement of independent living youth stipend checks to the youth.
     2. Assist youth in completing the necessary paperwork and steps to enter into a postsecondary program, college or technical school, within the time frames specified by the particular school/program.
     3. Assist youth in making progress towards graduation in their school program, college or technical school, and report any potential issues to the Cabinet social service worker. Youth shall attend school full-time, unless an exception is made by the Cabinet social service worker.
     4. Assist youth in developing and maintaining a budget for living in the independent living program. Provide an initial detailed summary of the budget, along with any revisions, to the Cabinet social service worker. The summary shall include, but not limited to: groceries, transportation, laundry expenses, personal items, and clothing/shoes.
     5. Ensure that the youth receives health care as necessary. The PCP shall educate the youth about the importance of good health and assist with scheduling of or transportation to medical appointments if the youth is in need of health care services.
     6. Assist youth in obtaining and maintaining employment, transportation, and coaching and mentoring the youth regarding proper employment guidelines.
     7. In addition to the independent living classes offered by the Cabinet, teach independent living skills to the youth.
262. The provider‘s shall document efforts to teach these skills as well as document the youth’s progress in mastering these skills.
     1. Clinical Services: Initial Services-
263. Conduct an initial assessment within four (4) business days of placement to evaluate appropriateness, including location of the independent living unit.
     1. Clinical Services: Assessment-
264. Conduct and document an assessment of the youth’s skills and knowledge within fourteen (14) days of a youth’s placement with the Provider in accordance with 922 KAR 1:340.
265. Complete a standardized assessment within fourteen (14) days of a youth’s placement.
     1. This standardized assessment shall present an integrated picture of the youth’s needs and strengths with a focus on what must be achieved or supports that are needed for the youth 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.
     2. The standardized assessment shall include the following domains:
        1. Personal strengths and resources;
        2. Family involvement, including what is needed to achieve permanency;
        3. Areas of risk, including harm to self, harm to others, and victimization;
        4. Social, including capacity for attachment and peer relationships;
        5. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
        6. Daily living skills/independent living skills;
        7. Health and wellness, including medication management plan;
        8. Educational and career; and
        9. Cultural and religious.
266. Use the following sources of information as the minimum to inform the assessment:
     * 1. Review of records of previous placements and treatment;
       2. Discussions with the Cabinet social service worker;
       3. Interviews with and observations of the youth;
       4. Information supplied by the youth’s family members or other significant individuals in the child’s life; and
       5. Further evaluations (e.g. psychological, psychiatric, physical, etc.) as needed.
     1. Clinical Services: Therapeutic Services-
267. Develop a written ITP within thirty (30) calendar days of a youth’s placement.
     1. The ITP shall include a discharge plan as well as a plan for aftercare services.
     2. The discharge plan shall be specific so that a youth knows the goals and objectives that he/she must accomplish in order to be discharged.
     3. The Cabinet social service worker, Provider’s social service worker, and the youth shall be involved in the development of the ITP. Others involved in the youth’s treatment or care may be included as part of the treatment team whenever possible.
     4. The individual conducting the assessment and guiding the development of the ITP shall have a Master’s degree in a human services field plus:
        1. Three (3) years of experience (pre and/or post Master’s) working with children and families; or
        2. 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.
268. Review and revise the ITP quarterly. This quarterly case consultation shall include the Cabinet social service worker, Provider’s social service worker, and the youth. The youth’s family of origin should be included to the extent possible.
269. Assist the youth in securing therapeutic services, if indicated by the youth’s ITP.

**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.
   1. 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.
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. 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.
6. 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.
7. 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.
8. 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.
   1. 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.
   2. 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.
   3. 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.
9. Provide information, consultation, technical assistance, and required forms to the Provider.
10. Participate in Provider treatment team meetings whenever possible.
11. Assure that all policy decisions, changes therein, and interpretations of policy affecting this agreement are distributed to the Provider promptly by the Cabinet.
12. 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.
13. Assist the Provider with facilitating pre-placement visits whenever possible.
14. Have responsibility for planning for the child(ren)’s future placement.
15. 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.
16. 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.
17. 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.
18. Not share a Provider’s listing of foster homes with another Provider without written consent from the Provider.
19. Prohibit Cabinet staff from actively recruiting any foster parent in the process of or currently fostering with a PCP.
20. Not consider a foster home previously closed for cause or currently under corrective action for approval. “Closed for cause” shall include a reason specified in 922 KAR 1:310, Section 22(1)(a) or (b); 922 KAR 1:350, Section 14(1)(c) or (d); or 922 KAR 1:490, Section 2(4) that warrants closure of the home, such as a failed background check or substantiated child maltreatment, or basis for a foster home’s review as specified in 922 KAR 1:350 that led to closure of the home.
21. Provide Reasonable and Prudent Parenting Standard training to private Providers that is accessible and ensures that private Providers can meet their obligations to have staff and if applicable, foster parents, trained in how to use and apply the reasonable and prudent parent standard.
22. Shall ensure the confidentiality of a foster parent’s home study is maintained so that information is not released or shared inappropriately to include:
    1. Deleting all electronic copies of a foster parent’s home study;
    2. Shredding the hard copy home study when that foster home was not selected for placement for a referred child;
    3. Not sharing information from the home study with a child in the custody of the Cabinet or their relatives; and
    4. Not storing a copy of a foster parent home study in any official Cabinet file.
23. Monitor the Provider for quality assurance and performance.

**2.02 Both Parties**

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

1. Legal custody of the child or children shall at all times remain with the Cabinet.
2. The parties shall work in partnership and comply with all applicable federal and state laws for services provided under this agreement including:
3. Both Private Child-Caring and Private Child-Placing:
4. Title 920 Kentucky Administrative Regulation (KAR), Cabinet for Health and Family Services
   * Chapter 1 Administration
     + 920 KAR 1:060. Protection and human subjects.
     + 920 KAR 1:070. Deaf and hard of hearing services.
     + 920 KAR 1:090. Client Civil Rights complaint process.
5. 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 1:305. 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 1:510. Authorization for disclosure of protection and permanency records.
   * Chapter 3 Block Grants
     + 922 KAR 3:010. Limitations on use of grant funds.
     + 922 KAR 3:020. Grant services and eligibility.
6. 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.
7. 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.](http://www.lrc.ky.gov/Statutes/statute.aspx?id=1219)
8. Title XIII Kentucky Revised Statutes (KRS), Education
   * KRS Chapter 158 Conduct of Schools—Special Programs
     + KRS 158.137 Educational passports for state agency children.
9. 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 199.641 Definitions—Payments to nonprofit child-caring facility.
     + 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 Chapter 200. Assistance to Children.
     + KRS 200.508 Rights of children with an emotional disability and their parents, custodians, and guardians.
10. Title XXVII, Labor and Human Rights
    * KRS Chapter 339 Child Labor
11. 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, continuation, 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
12. 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)
13. 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)
14. 42 U.S.C. 601(a)(1), Block Grant to States for Temporary Assistance for Needy Families, Purpose
15. Comment
16. Private Child-Caring Only:
17. 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 1:300. Standards for child-caring facilities.
      + 922 KAR 1:380. Standards for emergency shelter child-caring facilities.
      + 922 KAR 1:390. Standards for residential child-caring facilities.
      + 922 KAR 1:[460 Standards for a private child-caring facility youth wilderness camp program](http://www.lrc.ky.gov/kar/922/001/460.htm)
18. Private Child-Placing Only:
19. 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 1:100. Public Agency adoptions.
      + 922 KAR 1:310. Standards for child-placing agencies.
      + 922 KAR 1:340. Standards for independent living programs.
      + 922 KAR 1:490. Background checks for foster and adoptive parents, caretaker relatives, kinship caregivers, and reporting requirements.
      + 922 KAR 1:495. Training requirements for foster parents, adoptive parents, and respite care Providers for children in the custody of the Cabinet.
20. Title XVII Kentucky Revised Statutes (KRS), Economic Security and Public Welfare
    * KRS Chapter 199 Protective Services for Children—Adoption
      + KRS 199.462 Criminal background investigation of applicant to Provider foster care, relative caregiver services, or adoptive home, and of applicant’s adult household members—Request for conviction information—Form and fee for request—Background investigation at annual reevaluation authorized—Administrative regulation.
      + KRS 199.464 Course for foster parents on prevention and recognition of pediatric abusive head trauma.
      + KRS 199.660 Authorize activities of child-placing agencies.
21. Title LI Kentucky Revised Statutes (KRS), Unified Juvenile Code
    * KRS Chapter 620. Dependency, Neglect, and Abuse
      + KRS 620.350 Abandoned newborn infant—Emergency custody order—No investigation of abandonment—Placement in foster home—Inquiry to ensure that infant is not missing child—Involuntary termination of parental rights.
      + KRS 620.360 Rights and responsibilities of foster parents—Training of person investigating abuse or neglect in foster home—Nonliability of Cabinet.
22. 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.
23. 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.
    1. **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 and the Cabinet’s TCM Coordinator 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, regardless of whether the Provider chooses to utilize the paper version of the DPP-1294A.  The DPP-1294A, Rehabilitative Services Monthly Contact Report, is an optional form which relates to face-to-face visits.
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, a copy to the TCM/rehab coordinator, 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:
   1. 8.B.(1)
   2. 10.A.
   3. 10.B.
   4. 10.D.
   5. For a Private Child-Placing Agency, 14.I.
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.
   1. This provision shall apply to all agreement services, including services subagreed by the Provider.
   2. 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 maintained and treated in a residential, independent living, 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 are conceptualized as family centered, youth guided, time limited, intensive, evidence informed practices that promote the child welfare goals of safety, permanency, well-being, and stability.

**2.05─ Protection of Personal Information Security and Breach Investigation Procedures and Practices Act**

1. Vendors that receive Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

2. “Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

3. a)--An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

b)--A Social Security number;

c)--A taxpayer identification number that incorporates a Social Security number;

d)--A driver’s license number, state identification card number or other individual identification number issued by an agency;

e)--A passport number or other identification number issued by the United States government; or

f)--Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

4. As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

5. The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

6. The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

7. The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

8. The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

9. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

10. In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

[http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx](http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies%2CStandardsandProcedures.aspx)

**Section 3─Terms and Conditions of the Contract**

**3.00─Beginning of Work**

The Contract is not effective and binding until approved by the Department for Community Based Services. 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 Contract.

**3.01─Term of Contract**

The initial Term of the Contract shall be for a period from: **July 1, 2016 through June 30, 2017.**

The Terms and Conditions of this Contract may be extended or amended if both parties are in agreement.

**3.02─Changes and Modifications to the Contract**

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 Department for Community Based Services.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist for consideration, and Cabinet management approval.

**3.03─Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Department for Community Based Services through the process described in **Section 3.02—Changes and Modifications to the Contract**.

**3.04─Cancellation**

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

**3.05─Contract Conformance**

If the Contract Specialist determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Contract Specialist may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Cabinet shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

**3.06—Notices**

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 programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Contract Specialist as defined in Section 1.02.

Jennifer Thornhill, 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, Ext.3608

Fax number: 502-564-5995

With copy to:

**Contract Specialist**

Margaret L. Wahrer, Branch Manager of Contracts

Department for Community Based Services

Division of Administration and Financial Management

275 East Main Street, 3W-B

Frankfort, Kentucky 40621-0001

Telephone number: 502-564-7463 Ext.3825

Facsimile number: 502-564-0328

After the Award of Agreement, all communications of a contractual or legal nature are to be made to the Contract Specialist.

**3.07─Payment**

The fees and expenses relative to the performance of the services outlined in the Contact shall not exceed the amount as approved in the Contract.  The services are to be performed during the term of the Contract as specified in Section 3.01. The Contract is not effective and binding until approved by the Commissioner of the Department for Community Based Services.

The Commonwealth will make payment within thirty (30) working days of receipt of the Contractor’s invoice or of acceptance of goods and/or services in accordance with KRS 45.453, KRS 45.454 and KRS 44.010. Invoices for payment shall be submitted to the Department Contact Person or Department Contract Specialist or his/her representative.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Payments on Memorandum of Agreements shall not be authorized for services rendered if the DCBS has disapproved the contract, unless the decision of the committee is overridden by the Secretary for the Cabinet for Health and Family Services.

**3.08─Expenses**

The contractor shall only be reimbursed for those expenses that are expressly detailed in the Contract.

Invoicing for fee: The contractor’s fee shall be documented on an original invoice(s) detailing the work performed and the time frame in which it was performed.

Invoicing for travel expenses: If travel expenses are allowed under the contract~~,~~ they will be submitted pursuant to Section 4.22 Travel and Hourly Rate.

Invoicing for miscellaneous expenses: Allowable expenses shall be documented on an original invoice or certified copy.

**3.09─Social Security**

The Second Party and all other parties so contracted for services under the scope of service of this Contract agree that they are cognizant that CHFS is not liable for Social Security contributions pursuant 42 U.S Code, Section 418, relative to the compensation of the Second Party during the effective dates of this Contract.

**3.10─Advertising Award**

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

**3.11─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 and/or to establish other contracts for additional and/or related services.

**3.12─Federal Funding Accountability and Transparency Act Compliance**

For agreements that include Federal funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is $25,000 or more. Details on how to register and acquire a DUNS number are available at <http://fedgov.dnb.com/webform> , and are free for all entities required to register for grant awards under these provisions. The Second Party must disclose to CHFS the names of the top five executives and total compensation to each, if:

1. More than 80% of the Second Party’s annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than $25,000,000 annually, and
2. Compensation information is not already available to the public (such as, through reporting to the SEC).

**Section 4─CHFS Standard Terms and Conditions for Memorandum of Agreements**

**4.00─The Contract**

CHFS and the Second Party agree to the terms and conditions as set forth in this Contract and as set forth in all Attachments incorporated herein by reference. This Contract and the Attachments incorporated herein by reference comprise a full and complete expression of the rights and obligations of the Parties as to the subject matter hereof and they shall supersede any and all other agreements, written or oral, heretofore made by the Parties.

**4.01─Attachment(s)**

The Attachment(s) as referenced in this Contract is/are incorporated into this Contract and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this Contract and its contract clause(s), this Contract and its contract clauses shall prevail.

**4.02─Effective Date of Contract and Earliest Date of Payment**

The Second Party agrees to perform the services and functions specified during the term of this Contract. It is understood that this Contract is not effective and binding until approved and signed by the Commissioner for the Department of Community Based Services.

**4.03─Extension Periods and Amendments to Contract**

The terms and conditions of this Contract may be extended or amended if in agreement by both parties, and are subject to the approval by the Department for Community Based Services. The Second Party may request an amendment by submitting a written request to the Cabinet for Health and Family Services, Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621. Amendments are not in effect until written approval is received from CHFS. The Second Party shall not request an amendment for the last sixty (60) days of the Contract period.

**4.04─Funding**

This Contract is expressly conditioned on the availability of state and federal appropriated funds. CHFS shall fund the delivery of services and supports, and activities under the terms and conditions of this Contract to the extent that the funding allocations specified are made available to CHFS. The Second Party shall have no right of action against CHFS in the event that CHFS is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to CHFS or lack of sufficient funding to CHFS for any activities or functions contained within the scope of this Contract.

Other provisions of this Contract notwithstanding, the Second Party agrees that if funds are not appropriated or are not otherwise made available to CHFS for the purpose of making payments hereunder, then CHFS shall be authorized to make payment to the extent possible and/or terminate this Contract in accordance with Section 4.40 Provisions for Termination without obligation for the payment of any cancellation or termination charges and without any other obligation or liability hereunder.

**4.05─Assignment**

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, Office of Policy and Budget and the Division of Accounting Services.

**4.06─Bankruptcy**

In the event the Contractor becomes the subject 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 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.

**4.07─Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with 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.

**4.08─Notice**

Unless otherwise provided, all notices, consents, and other communications required and/or permitted by this Contract shall be in writing as specified in **Section 3.07** and shall be deemed given to a Party when:

Delivered to the appropriate address by hand, United States Postal Service, or by a nationally recognized overnight courier service (costs prepaid);

Sent by facsimile with confirmation of transmission by the transmitting equipment; or

Received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and facsimile numbers and marked to the attention of the person by title designated below (or to such other address, facsimile number, or person) as a Party may designate by notice to the other Party:

If personally delivered, such notice shall be effective upon delivery and if mailed as provided for above, such notice shall be deemed effective three (3) calendar days after it is placed in the mail.

**4.09─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.

**4.10─Severability**

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions 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, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

**4.11─Indemnification**

The Second Party 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 of (a) this Contract; (b) any and all acts of the Second Party and or its Subcontractor(s); (c) the policies and procedures of the Second Party, specifically including all Second Party employment practices employed by Second Party during the term of this or any prior Agreement with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Second Party or any of Second Party'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 Second Party or as a result of the express written request of CHFS; or (f) Second Party's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Second Party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

**4.12─Sovereign Immunity**

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or from liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

**4.13─Force Majeure**

Neither Party shall be liable for public utility performance (e.g., Postal service, telephone or water company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that CHFS shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Second Party and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Second Party 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 in writing with proof of receipt within five (5) business days of the existence of a Force Majeure event or otherwise waive this right as a defense.

**4.14─Obligation of Good Faith**

Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other party, having due regard for all relevant facts and circumstances.

**4.15─Code of Ethics**

The Second Party and all professional personnel who may provide services under this contract or any subcontract with the Second Party shall be familiar with and abide by any and all code of ethics or conduct that has been established by a national or regional association and is generally recognized as being applicable. Failure of the Second Party to abide by the applicable code of ethics shall result in the immediate termination of the contract.

**4.16─Influence on Purchasing and Other Business Transactions**

The Second Party shall not attempt, in any manner, to influence any business transactions to be unlawful in any way or respect, nor attempt in any way to influence specifications for or purchasing of services, commodities, or equipment by the Commonwealth of Kentucky.

**4.17─Notices and Pamphlets**

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

**4.18─Service Delivery Requirements**

All services provided by the Second Party under the terms and conditions of this Contract shall be delivered in accordance with:

All applicable federal and state statutes and regulations as they are currently in effect;

All commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and

All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Second Party and CHFS and submitted to a federal agency.

**4.19─Roles and Responsibilities for Proposed and Existing Staff**

The roles and responsibilities and the written qualifying criteria for all personnel to be employed under the scope of work for all projects funded under this Contract, including any proposed employees under subcontract to the Second Party, shall be in compliance with state and federal laws governing the distribution of funds and the performance of activities as set forth in the project(s) in this Contract. The Second Party shall maintain and make available, upon written request, documentation of all personnel policies and procedures that govern the recruitment, hiring and performance evaluation for all personnel funded under this Contract. All employees hired by the Second Party or its subcontractors and funded under the terms and conditions of this Contract, shall have position descriptions which set out the required qualifications, skills and knowledge required to complete the scope of work as set out under this Contract.

**4.20─Terms and Conditions of** **Contract Payments**

The Second Party shall not begin work on this contract until the Commissioner for the Department of Based Services or his/her authorized designee has approved the contract.

CHFS shall make payment to the Second Party only after the Commissioner for the Department for Community Based Services has approved the contract. Once approved, CHFS shall make payment to the Second Party within thirty (30) business days of receipt of accurate, acceptable and timely invoices, as specified in the Contract, submitted by the Second Party under the terms and conditions of the Contract. Payment is contingent upon Second Party’s continued satisfactory performance throughout the duration of contract, as determined by CHFS. The invoice shall contain at a minimum the following information:

Description of the service performed;

Itemized statement of costs for a cost reimbursement contract;

Dates and hours, if applicable, of the services provided; and

Other information as required in this Contract.

Payment on Memorandum of Agreements shall not be authorized for services rendered after the Commissioner for the Department for Community Based Services disapproval, unless the decision of the overridden by the Secretary of the Cabinet for Health and Services.

CHFS shall reimburse the Second Party for services rendered only. If, for any reason, the Second Party is unable to render services, CHFS shall not be liable for payment to the Second Party for the time period in which the Second Party does not provide the services for which CHFS contracted.

CHFS shall reimburse the Second Party for benefits accrued during the contract period only in accordance with the approved budget and shall not be liable for benefits accrued prior to the beginning of or after the end of the contract period. All invoices for benefits, including sick, compensation, and annual leave time must be submitted prior to the contract expiration date to be considered appropriate, acceptable, and timely.

Payment is subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract. CHFS retains the right to withhold payment if the Second Party does not comply with CHFS programmatic and fiscal reporting and monitoring requirements.

**4.21─Total Amount of Funds and Budget Revisions**

The Second Party shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. 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 Second Party and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

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

**4.22─Travel and Travel Hourly Rate**

The Second Party shall not be paid for travel expense unless and except as specifically authorized under the specifications of this Contract. Unless otherwise indicated, travel reimbursement for activities under the terms and conditions of this Contract shall be in accordance with KAR 2:006, notwithstanding Section 2(1). It is the intent of the Cabinet that the contractor’s employees and the subcontractor’s employees are reimbursed for travel expenses at rates not to exceed the travel reimbursement rates authorized for state employees. No travel time or travel expenses shall be included in the hourly rates of the Second Party’s employees, or any subcontractor’s employees to the Second Party, under this Contract.

**4.23─Subcontractors**

Unless provided in the scope of work and pre-approved at the Cabinet level, the Second Party shall make no subcontract with any other party for furnishing any of the work or services herein.  This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Second Party.

A.   Responsibility for Subcontractor Contract Requirements

The Contractor shall have a Contract with any subcontractor that the Contractor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost.  In addition, the Second Party’s Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor.  Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor’s proposal for the delivery of products or services and included in the body of the contract in the subcontractor’s section.  The subcontractor must make available to the Contractor and to CHFS, if requested, copies of personnel records and documentation of employees’ compliance with the terms and conditions of this Contract.

No obligation or right of the Contractor under this Contract shall be subcontracted to another, without prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Contractor, upon the cabinet’s request, shall submit the subcontract for approval to: Cabinet for Health and Family Services, Name of Department, Department Address listed on the Title Page.

B.  Subcontractor Monitoring Requirements

The Contractor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Second Party’s contract with the subcontractor.  The Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm’s length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with subcontractors.

The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials which are pertinent to this contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

**4.24─Cost Principles, Requirements and Limitations**

The Second Party shall conform to the cost principles as set forth in 200 KAR 5:317; 2 CFR, Part 200; 45 CFR, Part 74; and 48 CFR, Part 31, as applicable. Where applicable and as revised, 45 CFR Parts 92, 96; Office of Management and Budget (OMB) Circulars A-122, A- 21, A-87, A-102, A-110,unless excluded by Federal laws or regulations. In addition to other provisions required by the Federal funding agency, all contracts issued under a Federal grant must comply with 2 CFR, Part 200, Appendix II, where applicable.

**4.25 - Requirements and Limitations on Indirect Cost Requirements**

This provision is applicable to contracts that are of a cost reimbursement type. Pursuant to 2 CFR, Part 200 (previously OMB A-87, OMB A-122 or OMB A-21, as revised or applicable), the Second Party shall maintain a written indirect cost allocation plan of direct and/or indirect costs. In all cases, the Second Party shall be responsible for any and all liability resulting from the inclusion of unallowable costs as outlined in 2 CFR, Part 200, Subpart E.

If the Second Party has **not been identified as a sub-recipient**, then the Second Party shall adhere to the following: total indirect administrative costs allowable under this contract shall not exceed the lesser of actual cost incurred or ten percent (10%) of the total contract amount.

If the Second Party has been identified as a **sub-recipient of federal funds in accordance with 2 CFR §200.330,** then the Second Partyshall adhere to the sub-recipient requirements outlined in Section 2 of this contract. (Note that the word “Sub-recipient” will appear within the descriptions included on the contract).

**4.26─****Financial Record Retention**

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

**4.27─Access to Records, Books, and Documents**

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(8) and (10), 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 anybooks, 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).

**4.28─Audit Requirements**

In the event that the contract is funded, in whole or part, by federal funds and the Second Party is a non-federal entity identified within the contract as a subrecipient, the Second Party shall have a single audit conducted in accordance with Government Auditing Standards (GAS), Generally Accepted Auditing Standards (GAAS), and 2 CFR, Part 200, Subpart F (OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations,* where applicable) issued by the Comptroller General of the United States and the Office of Management and Budget as amended. See current requirements at <http://www.whitehouse.gov/omb/circulars/index.html>.

The audit report’s accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period, and a copy of the Second Party’s audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the agency contact identified in **Section 3.07**, within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Second Party shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management’s response and/or corrective action as required by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable).

The audit report shall include a schedule of expenditures of federal awards as stipulated by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable) requirements and shall contain the following:

The Catalog of Federal Domestic Assistance (CFDA) number;

CFDA title/description;

Pass-through entity’s name and contract number;

Entity’s DUNS Number and Business name, as registered with the DUNS Number; and,

All other information as required in 2 CFR, Part 200.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Second Party shall include in the supplemental information a list of their subrecipients of federal monies received through this Contract and provide the following:

Subrecipients name;

CFDA number, title/description;

Subrecipient’s contract number;

Subrecipient’s expenditures; and

All other information as required in 2 CFR, Part 200.

A copy of the engagement letter shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to the Second Party’s fiscal year end, unless the Cabinet grants an extension in writing.  If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

**4.29─Response/Compliance with Audit Findings**

The Second Party shall take action to ensure its or a subcontractor’s compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Second Party’s delivery to CHFS, for CHFS approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Second Party shall bear the expense of compliance with any finding of noncompliance under this Section that is:

Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Second Party’s business;

Performed by Second Party as part of this Contract; or

Necessary due to Second Party’s noncompliance with any law, regulation, rule, or audit requirement imposed on Second Party.

**4.30─Equipment and Furniture**

The Second Party shall not purchase equipment or furniture with contract funds unless and except as specifically authorized under the scope of work and specifications of this Contract.

**4.31─Property of CHFS**

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 more, as well as single item purchases of $5000.00 or more (capital expenditures), requiring prior approval by the Cabinet. Any Capital Expenditures of $5,000 or more 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 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). All computer and information technology equipment purchases, regardless of cost, require prior approval from the Office of Technology Services and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced in Section 3.07 of this contract. This property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

**4.32─Property Control Ledger/Logs**

The Second Party 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 second party 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 Cabinet’s first party will secure insurance coverage for the item. If the second party 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.

**4.33─Requirement of Inventory**

**1. Inventory Tracking**

The Second Party shall conduct a complete, physical inventory of all equipment and/or furniture provided by CHFS and/or purchased with funds from this contract and provide such to the CHFS Agency Property Officer by February 1st of each year unless otherwise stated herein. Said findings shall include the information in section 4.34 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.

**2. Loss/Destruction**

The Second Party shall immediately notify the CHFS, Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621 immediately if an item purchased by CHFS is damaged, missing, or stolen. In compliance with KRS 45.313, the Second Party 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 for Community Based Services 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.

**3. 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 Information Technology staff are responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplused or returned, the Second Party shall complete a B-217 and mail it to the CHFS Agency Property Officer with a copy to the Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621 within thirty (30) calendar days when any of the following occurs:

a) The equipment or furniture is no longer needed by the Second party and is available for surplus;

b) The contract is terminated; or

c) 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 Second Party shall deliver to CHFS a complete and current inventory, including the information referenced in Section 4.34, 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 Second Party shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting your Contract Specialist listed in Section 3.07.

**4.34─Maintenance of Insurance**

During the term of this Contract, the Second Party 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 Second Party's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Second Party and the Subcontractor(s) in the performance of this Contract. The Second Party shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that the Second Party and any Subcontractor is not self-insured, each shall, in any event, name CHFS as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Second Party and any Subcontractor shall notify CHFS of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Cabinet for Health and Family Services, Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621.

CHFS shall not be responsible for any premiums or assessments on the policy or policies held by the Second Party 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 Second Party, either by Second Party 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 shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

Second Party shall notify CHFS within five (5) business days of any cancellation or interruption of Second Party or Subcontractor’s insurance coverage. CHFS shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Second Party and CHFS. Second Party shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, the Second Party and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

**4.35─Research Project Approval and Institutional Review Board Requirements**

Any proposed research project undertaken pursuant to the terms and conditions of this agreement that involves human subjects shall be approved by the Cabinet for Health and Family Services Institution Review Board (CHFS IRB) prior to involving any human subjects or their records, in accordance with 920.KAR 1:060.

**4.36─Scientific Misconduct**

The Second Party shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all 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 the provisions of 42 CFR 50.101 to 50.104 and 900 KAR 1:080 as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Second Party shall immediately report to CHFS any activity reported to the Second Party under these terms and conditions. Notice shall be sent in writing to the Cabinet for Health and Family Services, Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621.

**4.37─Intellectual Property**

The Second Party agrees that any formulae, methodology, other reports and compilations of data provided by CHFS to the Second Party for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of the Cabinet, unless the specific ownership of any proposed or developed formulae, methodology or data compilation analyses is otherwise identified in any Attachment(s). The Second Party further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Second Party during the course of work pursuant to this Contract shall be made available to CHFS for the Cabinet’s use upon request and without charge. Any use of these material, formulae, methodology, other reports, and compilations of data other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by CHFS.

If any of these materials are included in any publication, training materials or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Second Party under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

Patents;

Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or

Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

**4.38─Provisions for Termination**

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

This Contract may be terminated:

If the Second Party is in default of its contractual obligations, after the Commonwealth has provided the Second Party written notice of the identified deficiencies and a specified time to cure;

For convenience of the Commonwealth by providing the Second Party thirty (30) calendar days written notice of termination;

Immediately for cause; or

Upon less than thirty (30) calendar days notice to the Second Party, upon written determination of the Secretary of the Finance and Administration Cabinet, or his designee, for convenience of the Commonwealth.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

**4.39─Turnover Assistance**

Upon receipt of notice of termination of the Contract from CHFS, the Second Party 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 vendor or to perform the work by itself. If the turnover assistance required by CHFS necessitates additional costs to be incurred by the Contractor not covered by the agreement, CHFS will reimburse such costs as allowable by funding.

**4.40─Remedies for Breach**

It is agreed by the Parties that in the event of breach of contract by the Second Party, CHFS may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to CHFS may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Second Party to CHFS for noncompliance as provided for in this Contract.

**4.41─Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions**

In accordance with Federal Acquisition Regulation 52.209-5, the Second Party certifies the following:

a.)  That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;

b.)  Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such as prospective participant shall submit an explanation in writing to CHFS; and

c.)  That should the Second Party or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CHFS of same.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

**4.42─Licensure, Certification, and Registration**

The Second Party shall:

Ensure that each employee under contract or in its employ obtains and maintains all appropriate licenses, registrations, and/or certifications (at all times) necessary to the extent such are required for performance under this Contract;

Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and

Produce copies of any employee’s license, registration and/or certification at the request of CHFS or the Cabinet’s designee.

**4.43─Permits, Licenses, Taxes and Commonwealth Registration**

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.

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. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

**4.44─Conflict of Interest Laws and Principles**

The Second Party certifies that the Second Party is legally entitled to enter into this Contract with the Commonwealth of Kentucky, and by holding and performing this Contract will not be violating either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

**4.45─Campaign Finance (See Exhibit A)**

The Second Party certifies that neither he/she nor any member of his/her immediate family having an interest of ten percent (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 Second Party 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.

**4.46─Legal Proceedings**

Except as specifically disclosed in writing to CHFS by the Second Party, prior to the date of this Contract, Second Party certifies there are no suits, investigations, or other proceedings pending or threatened against Second Party or any subcontractor which would have a material effect on Second Party's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Second Party shall use its best efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Second Party related to this Contract. The Second Party shall send written notice to the Cabinet for Health and Family Services, Department for Community Based Services, 275 East Main Street, 3W-B, Frankfort, KY 40621.

**4.47─Certification of Lobbying Activities (See Exhibit A)**

Second Party shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. The Second Party certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

This section applies only to agreements 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 agreement, 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,i 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 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 agreement or with any of the said rules, regulations or orders, this agreement 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 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.

**4.49─Minority Recruitment, Hiring and Reporting Requirements**

The Second Party shall maintain and provide documentation, as needed, of its minority recruiting and hiring policies and procedures, and make available, upon request, a report of these activities.

**4.50─Violation of Tax and Employment Laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, 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 the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**4.51─Certification Regarding Drug Free Workplace**

The Second Party hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR part 82. The Second Party shall at a minimum:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Second Party’s workplace and specifying actions that will be taken against employees for violation of such prohibition;

Establish an ongoing drug free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Second Party’s policy of maintaining a drug free workplace;

Available drug counseling, rehabilitation and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violation.

**4.52─Confidential Information**

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor will comply with all Federal and State Regulations and Statutes related to confidentiality that are applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

Information which the Commonwealth has released in writing from being maintained in confidence;

Information which 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

Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor or 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.

**4.53─Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use**

The Second Party agrees that it and any employee or agent acting on its behalf in providing services under this Contract will abide by the state and federal rules and regulations governing access to and use of information and data provided by CHFS or collected by the Second Party and will use such information or data only for those purposes expressly delineated, defined and authorized in this Contract. In the performance of services under this Contract, the Second Party agrees as follows:

The Second Party shall cause all personnel who may have access to confidential information provided by CHFS to enter into CHFS approved confidentiality agreements and shall maintain such confidentiality agreements on file. CHFS reserves the right to direct the removal from contract administration, or the termination of access to CHFS provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.

Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Second Party, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentially agreements which may govern the terms and conditions in this Contract.

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.

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

**4.54─HIPAA Confidentiality Compliance**

The Second Party 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) to protect the security, confidentiality, and integrity of health information. In the event, the Second Party is determined to be a business associate under HIPAA Privacy Rule, the Second Party agrees to execute a separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

**4.55─Governing Law and Regulations**

All questions as to the execution, validity, interpretation and performance of this Contract shall be governed by the laws of the Commonwealth. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**4.56─Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.  If under such authority the agency is required by Executive Order, Administrative Regulation, or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

**4.57─No Grant of Employment or Agency**

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered an 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 considered and deemed to be an employee of the Second Party.

In no event shall any employee of the Second Party be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the Commonwealth.

T&C rev. 04.18.2016

**ATTACHMENT A**

STATE FISCAL YEAR 2016

**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, and other special expenses set forth in this attachment. 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.

|  |  |
| --- | --- |
| **Effective July 1, 2016 – June 30, 2017** | **Rate** |
| **Level of Care – Residential Placement** |  |
| Level of Care 1 | $ 51.19 |
| Level of Care 2 | $ 61.52 |
| Level of Care 3 | $ 109.71 |
| Level of Care 4 | $ 175.87 |
| Level of Care 5 | $ 218.99 |
| Emergency Shelter with Treatment\* | $ 115.31 |
| Emergency Shelter without Treatment | $ 101.41 |
|  |  |
| **Therapeutic Foster Care \*\*** |  |
| Basic Foster Care | $ 44.82 |
| Level of Care 1 | $ 76.10 |
| Level of Care 2 | $ 76.10 |
| Level of Care 3 | $ 83.16 |
| Level of Care 4 | $ 101.23 |
| Level of Care 5 | $139.96 |

\* The per diem for a child who enters an emergency shelter with treatment from a treatment placement that has disrupted shall be the child’s assigned level of care residential placement rate, provided that the shelter carries out the tasks outlined in the child’s treatment plan. However, at no time shall the per diem rate for a child placed in an emergency shelter with treatment be less than $115.31. If the Cabinet social service worker determines that a child who does not have an assigned level of care is to stay over thirty (30) days in the emergency shelter, the Cabinet social service worker shall, by the 20th day of placement, complete a referral to the Children’s Review Program to have the child assigned an appropriate level of care. On the 31st day of continuous shelter care, the per diem for the child shall then be the assigned level of care residential placement rate for the duration of the child’s stay, provided that the shelter carries out the tasks outlined in the child’s treatment plan.

\*\* The Basic Foster Care rate applies to a child: (a) less than forty-eight months of age; or (b) a child not stepped down from a previous Level of Care of 3, 4, or 5. The rate of Therapeutic Foster Care shall be based on the child’s assigned level of care and previously assigned level of care, If a child is stepped down from a Level of Care 3 or higher, the rate shall be the child’s currently assigned level of care. If the child has not been stepped down, the Basic Foster Care rate shall be applied.

\*\*\* If a child is placed in a scattered site independent living unit, the rate shall be Therapeutic Foster Care Level 3, regardless of the child’s assigned level of care.

\*\*\*\* When a committed infant is placed with a committed mother in a PCC, the rate for the infant is the PCC Basic Foster Care 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 1-5.

\*\*\*\*\* In instances in which the committed mother retains custody of her child, the private Provider may assist 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 - Prior approval must be obtained from the SRA for a psychological evaluation. A psychological evaluation will only be covered in twelve

# (12) month intervals. Court ordered psychological evaluations, when deemed medically necessary, will be billed to the child’s medical insurance. 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.

Expenses associated to replace or repair damage to the PCP foster home, property, or independent living unit caused by the child is the responsibility of the PCP. All PCP agencies are encouraged to carry liability insurance for their foster homes.

**ATTACHMENT B**

**ADDENDUM TO PROVIDE ADOPTION SERVICES**

This addendum to the original PCC agreement dated between PCC and the Commonwealth of Kentucky, Cabinet for Health and Family Services does the following:

Adds the Adoption Scope of Work to the original agreement and allows the Cabinet for Health and Family Services to reimburse the Second Party for these additional services as appropriate.

This addendum applies to the period under which the original agreement is in effect, specifically, through the period referenced in Section 3.02.

Please signify your acceptance of the above amendment to PCC agreement by affixing your signature in the space provided below:

1. **EXAMINED AS TO FORM AND LEGALITY: APPROVED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Printed Name

Attorney, Cabinet for Health and Family Services Authorized Official, Cabinet for Health and Family Services

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Authorized Official, Private Child Care Provider

PRIVATE CHILD CARE FOSTER PARENT ADOPTION

SCOPE OF WORK

Private child-placing agencies licensed to provide foster care, therapeutic foster care, or medically complex foster care and that have a Private Child Care Agreement with the Cabinet for Health and Family Services may also choose to provide adoption services when a private Agency foster parent wants to adopt a Cabinet child in their home. To provide adoption services for a Cabinet child, the Agency must be licensed as a child-placing agency to provide adoption services, sign Attachment B, Addendum to Provide Adoption Services included in the Private Child Care Agreement with the Cabinet for Health and Family Services.

An Agency providing adoption services to a Cabinet child must operate in accordance with Section 4 of 922 KAR 1:100 and provide training to foster parents interested in adoption as specified in Sections 2-5 of 922 KAR 1:495. The training curriculum used by the Agency to meet the requirements specified in 922 KAR 1:495 must be approved by the Cabinet in accordance with Section 8, prior to any payments.

Upon the Cabinet’s request and when an Agency foster family is interested in adopting a child with the goal of adoption currently placed with the Agency’s foster family, the Agency social service worker provides a copy of the Agency’s foster family’s original home study, most recent updated training record, and any other information deemed pertinent to designated Cabinet staff. This information is used in determining whether adoption by the Agency foster parent is appropriate or if there are any areas in which the family will need preparation as a potential adoptive resource. Agency social service staff consults with designated Cabinet staff in the region of the foster parent and any other appropriate staff to determine whether foster parent adoption by the Agency foster family is appropriate.

The recruitment and certification worker or other designated Cabinet adoption staff, Cabinet social service worker, and the Agency social service worker for the foster home meet with the Agency foster family within thirty (30) working days when the goal changes to adoption and when foster parent adoption by the Agency foster family is identified as the Cabinet’s preferred plan for the child to discuss the following:

1. The difference between fostering and adopting;
2. The role of the Cabinet’s social service staff and the Agency staff in the adoption process;
3. Importance of permanency to a child;
4. Legal relationship within adoption;
5. Legal risks;
6. Child’s options for a permanent home when foster parents do not adopt;
7. Areas in which the foster family needs preparation as a potential adoptive resource;
8. Adoption Assistance program, and eligibility status of the child. (Adoption assistance requests cannot be processed until after the termination of parental rights);
9. Adoptive parent’s responsibility to retain an attorney for the purpose of finalizing the adoption;
10. Benefits a child may be eligible to receive (SSA, MA, VA, etc.);
11. Resources in the community for children with special needs;
12. Support services for adoptive parents;
13. Adoption process from termination of parental rights (TPR) through circuit court judgment of adoption finalization;
14. Continued future contact with birth siblings;
15. Foster parent attitudes about contact with birth siblings;
16. Thoughts on handling contact;
17. Answering child’s questions about adoption and about the child’s past, and development of practice statements to explore with one another the impact of those statements, and;
18. The status of the child’s lifebook.

At the conclusion of the meeting or within five (5) working days of the meeting, the Agency foster parent is asked to sign the Foster Parent Statement of Intent to Adopt and return the form to the Agency social service worker if adoption by the foster family is a suitable plan. The Agency social service worker submits the signed original to the Cabinet social service worker.

Approval of a foster parent’s request to adopt a child in their care is the decision of the service region administrator or designee.

Following TPR, the Cabinet social service worker and the Agency social service worker meet with the Agency foster family and give them a copy of the child’s presentation summary packet.

Designated Cabinet staff discusses the adoption assistance application with the Agency foster family and assists the Agency foster family in obtaining the necessary documentation for the adoption assistance application. The Cabinet recruitment and certification worker is available to consult with the Agency social service worker during the adoption assistance application process. During the course of the adoption assistance negotiation, a plan that addresses post-adoptive needs and services is developed. The Agency may be reimbursed $35 an hour up to an amount not to exceed $1,500 per case (a case could be either a single child or a sibling group) for provision of preventative services after finalization of adoption. Approval of these services shall be provided by the appropriate SRA or designee on a case by case basis. Designated Cabinet staff , within thirty (30) working days of termination of parental rights final order if the child meets the eligibility criteria, submits the request for adoption assistance for consideration of approval to the recruitment and certification family service office supervisor and service region administrator or designee in the region of the Agency foster family’s residence. If the service region administrator or designee does not approve the adoption assistance request, the request for adoption assistance is renegotiated with the Agency foster family and resubmitted unless the SRA or designee has determined that the child does not meet special needs criteria and does not qualify for adoption assistance.

Once the Adoption Assistance Agreements (DPP-1258) are approved by the service region administrator or designee a copy of the signed adoption assistance requests and Adoption Assistance Agreements are returned to the Agency social service worker. The Agency social service worker secures the signatures of the Agency foster parent on the adoption assistance agreements and provides the original to the recruitment and certification family services office supervisor in the region of the Agency foster family’s residence and copies to the children’s benefits worker, and the regional billing specialist, and the Agency foster adoptive family.

The Agency social service worker must verify in a written narrative that all areas in which the family needed preparation as a potential adoptive resource have been completed to the recruitment and certification worker. When this written verification is received, the recruitment and certification worker prepares and distributes the Adoption Placement Agreement (DPP-195) to the Agency social service worker who obtains signatures on the adoptive placement agreement from the Agency foster adoptive family and the Agency representative. The Agency social service worker returns the original to the recruitment and certification worker and provides copies to the Agency foster adoptive family and child’s Cabinet social service worker. The adoption placement agreement must be signed prior to the filing of the adoption petition, per KRS 199.470. The Provider shall assist the family and child in transitioning services to the community prior to signing the adoption placement agreement, based on the needs of the individual child. The Agency’s staff will notify the recruitment and certification worker when the family appears ready to finalize the adoption.

The petition for adoption may be filed at any time after the adoptive placement agreement is signed and post-adoption assistance agreements, if the child is eligible and the family has requested assistance, have been approved. Upon the receipt of the adoptive family’s petition for adoption, designated Cabinet staff will prepare a court report, DPP-215 Consent to Adoption form and file it with the circuit court in the adoptive parents’ county of residence.

REIMBURSEMENT

The foster care rate provided to the Agency ceases when the placement agreement is signed. Extending this rate until finalization of adoption is not open to re-negotiation by either Agency or DCBS staff. At the time the placement agreement is signed, the family begins receiving pre-adoptive assistance and later post-adoption assistance from the Cabinet, if the child is eligible for adoption assistance.

Agency staff submits appropriate invoices with written documentation to support the billing of services to the Cabinet’s regional billing specialists when the Cabinet has purchased adoption services.

The Agency shall be reimbursed $2,000 for a single child upon the legal finalization of the adoption. The Agency shall be reimbursed $500 for each additional sibling finalized in the same home.

**ATTACHMENT C**

**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

**ATTACHMENT D**

**SUBAGREEMENT FOR Foster Family Care for Children**

Relates to Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_, by and between the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Private Agency)

Hereinafter referred to as the Agency, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Parent 1) (Name of Parent 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Foster Parents)

Hereinafter referred to as the Foster Parents,

WITNESSETH, THAT:

WHEREAS, the Agency has an agreement with the Cabinet for Health and Family Services, hereinafter referred to as the Cabinet, for provision of child caring and/or child placing services for certain children who are committed to the Cabinet and referred to the Agency for such services;

WHEREAS, KRS 605.090(1)(b) provides that any child committed to the Cabinet may at any time during the period of commitment be placed in a suitable foster home upon such conditions as the Cabinet may prescribe and subject to visitation and supervision by a Cabinet social service worker;

WHEREAS, the Agency has a license from the Cabinet to evaluate, approve, and supervise foster homes pursuant to KRS 199.640, 922 KAR 1:310, and 922 KAR 1:305;

WHEREAS, the Foster Parents' home has been approved by the Agency, in accordance with the provisions of KRS 199.640, 922 KAR 1:310; and

WHEREAS, the Foster Parents are available, willing and qualified to perform this function, and the Agency desires that the Foster Parents perform this function.

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

1. The Foster Parent(s) agrees to:

* 1. Accept any child or children mutually agreeable to the parties that are referred by the Agency into their home for temporary foster care;
  2. Provide any child or children with routine family life, including food, shelter, clothing, affection, training, recreation, education, and opportunities for religious or spiritual development in the denomination or faith of the child, if any. The latter shall be done without prejudice or penalty if the child desires these types of opportunities and access can be reasonably provided in the community of placement;

ATTACHMENT D, page 2

* 1. Model and teach pro-social behavior, daily living skills, self-care skills, and model family roles, relationship building, and decision-making skills;
  2. Celebrate and acknowledge the child’s achievements, and support opportunities for the child to pursue his or her talents, hobbies, and interests;
  3. Ensure the child’s access to age and developmentally appropriate, social, and recreational activities;
  4. Become involved, as deemed appropriate by the Cabinet, with the child’s family of origin. Cultivate healthy relationships between the child and their birth family or other significant tie;
  5. Advocate on behalf of the child in their care. Participate in therapeutic foster care treatment team meetings and other meetings, such as family team meetings related to the child’s care provision (e.g. education, mental health);
  6. Permit the Agency's social service worker to visit with the child. and to share with the worker pertinent information about the child or children;
  7. Permit the Cabinet social service worker to visit privately with the child, and to share pertinent information about the child or children with relevant parties;
  8. Comply with the general supervision and direction of the Agency concerning the care of the child or children;
  9. Report immediately to the Agency any unusual incident, change of address, sickness, accident, or death of the child or children, change in the number of people living in the home of the foster parents, or any other significant change in the foster home;
  10. Notify the Agency social service worker in advance when they plan to leave the state with the child or children for more than 24 hours, or when the child or children will be absent from the foster home for more than 24 hours;
  11. Use the Reasonable and Prudent Parent Standard in making careful and sensible parental decisions that maintain the health, safety, and best interests of a child, while at the same time encouraging the emotional and developmental growth of the child when determining whether to allow a child in foster 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. When making RPPS decisions, the Agency’s caregivers shall:
  12. Exercise care, skill, and judgment in their decisions and conduct;
  13. Consider factors unique to each child such as:
      1. Age;
      2. Maturity;

ATTACHMENT D, page 3

* + 1. Abilities;
    2. Culture;
    3. History and past behavior;
    4. Current behavior; and
    5. Length of time in placement;

1. Consider whether the activity is suitable based on the child’s mental, behavioral and physical abilities and past experiences;
2. 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);
3. 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;
4. Comply with state laws regarding age restrictions and safety requirements;
5. When applicable, provide all reasonable safety equipment; and
6. Not make a decision that is contrary to a pre-existing court order.
   1. Cooperate with the Agency and the Cabinet when contacts are arranged by the social service workers involved between the foster child or children and their birth family including visits, telephone calls, or mail;
   2. Develop and maintain a lifebook and medical passport for each child receiving services or care under the provision of this agreement;
   3. Surrender such child or children to the authorized representative of the Agency and/or Cabinet at any time upon request;
   4. Keep confidential all personal information, including health information, concerning the child or children or his birth family and comply with the HIPAA privacy rule to include as follows:
7. Health information regarding HIV-positive status of a foster child is extremely sensitive and completely confidential and shall not be disclosed to others, including agents such as babysitters, family members, or friends, except as necessary to provide health care treatment.
8. All other health information of a foster child is confidential and shall be disclosed to others only as necessary to provide health care treatment and social services.
9. The foster parent may receive, use, and disclose health information of a foster child from and to health care Providers as necessary to facilitate health care treatment and social services.
10. The foster parent may use and disclose health information to carry out his legal responsibilities, provided that the disclosure is required by law, or provided that the

ATTACHMENT D, page 4

1. foster parent obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the foster parent of any instances where the confidentiality of the information has been breached.

The foster parent will not disclose health information except as permitted by this agreement. If confidentiality is breached, the foster parent will inform the Cabinet of the breach and mitigate any harmful effect. The foster parent will ensure that any agents to whom they provide health information possessed by the Cabinet agrees to the same restrictions and conditions that apply to the foster parent.

1. The foster parent will make health information of a foster child available to the Cabinet as requested.
   1. Immediately inform the Agency's social service worker of any medical, dental, or surgical treatment planned or provided for a child pursuant to this agreement;

* 1. Secure necessary medical treatment for the child under the supervision of the Agency's social service worker with these services to be from physicians and other vendors participating in the Medical Assistance Program whenever possible. If the child is not eligible for medical assistance or a portion of the charges are not covered, the physician or other vendor shall be directed by the Foster Parents to contact the Agency's social service worker for directions pursuant to the private child care agreement between the Agency and the Cabinet;
  2. Cooperate with the Agency and/or the Cabinet in the periodic treatment planning, family team meetings, and case planning conferences on behalf of the children and their families;
  3. Comply with 922 KAR 1:310 which prohibits the use of corporal punishment with committed children;
  4. Cooperate with the Agency and/or the Cabinet in the handling of any grievances from clients relating to foster care services; and
  5. Reimburse the Agency for any overpayments found as a result of fiscal audits or monitoring.
  6. Provide a minimum fourteen (14) day written notice of the request to cancel this subagreement and terminate their affiliation with the Agency.
  7. Ensure ammunition and firearms are inaccessible to a child in accordance with KRS 527.100 and 527.110.
  8. Cooperate with the implementation of the permanency goal of the child or children.

ATTACHMENT D, page 5

* 1. Allow disclosure and release of information from the foster family’s case record at any future date, upon notification of the family’s application to another Private Child Placing Agency or the Department for Community Based Services for the purpose of fostering or adopting a child.

2. The Agency agrees to:

1. Assure that use of the private Agency's foster home is the plan of choice of the Cabinet pursuant to KRS 605.090 and the private child care agreement between the Cabinet and the Agency;
2. Complete and give proper distribution to a Foster Care Subagreement Supplement Form for any child committed to the Cabinet who enters or leaves any foster home of the private Agency pursuant to the agreement between the Cabinet and the Agency;
3. Cooperate with the Cabinet and the Foster Parents in providing such child or children with medical care in accordance with the policies of the Cabinet;

1. Provide a social service worker to visit and counsel the child or children and supervise their care;
2. Provide counseling and supportive services to the Foster Parents in relation to the foster child or children;
3. Comply with 922 KAR 1:310, and other applicable laws and regulations relating to the provision of foster care services;
4. Share all pertinent information on the child with the Foster Parent(s) and document in accordance with the agreement between the Cabinet and the Agency;
5. Cooperate with the Cabinet and Foster Parents in arranging for specialized services for the foster child or children such as special education, higher education, psychological services, family counseling, etc., if deemed necessary by the Cabinet;
6. Provide training and supervision to the Foster Parents that will assure compliance with this Agreement; and
7. Reimburse the Foster Parents in accordance with the rates in the attached rate schedule with funds reimbursed to the Agency by the Cabinet in accordance with the Private Child Care Agreement. The Foster Parents may be approved for reimbursement by the Agency of other necessary expenses as set forth in Attachment A of the PCC agreement. All payments shall be made upon the receipt of appropriate billing.
8. Comply with 922 KAR 1:300 section 7(1) (g) regarding the use of pictures, audio, and video, and comply with the Cabinet’s policies by not identifying a foster child in any type of

ATTACHMENT D, page 6

publication or public exhibit, video, photograph, or audiotape for promotional purposes or in a manner that would cause the child or family to suffer discomfort or embarrassment.

1. 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 the Agency’s foster parents shall use when determining whether to allow a child in foster 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.
   1. Ensure at least one staff person is available for consultation and is trained in the reasonable and prudent parent standard to assist a foster parent, when requested, in determining whether to allow a child in the custody of the Cabinet to participate in an age or developmentally appropriate extracurricular, enrichment, or social activity; and
   2. Prepare the Agency’s foster parents with the skills and knowledge of the cognitive, emotional physical behavioral capacities of a child the Agency places in their care.
   3. Ensure that a foster parent approved by the agency is trained to:
      1. Apply the reasonable and prudent parenting standard as required by 922 KAR 1:495.
      2. Exercise care, skill, and judgment in their decisions and conduct;
      3. Consider factors unique to each child such as:
         * 1. Age;
           2. Maturity;
           3. Abilities;
           4. Culture;
           5. History and past behavior;
           6. Current behavior; and
           7. Length of time in placement;
2. Consider whether the activity is suitable based on the child’s mental, behavioral and physical abilities and past experiences;
3. 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);
4. 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;
5. Comply with state laws regarding age restrictions and safety requirements;
6. When applicable, provide all reasonable safety equipment; and
7. Not make a decision that is contrary to a pre-existing court order.

ATTACHMENT D, page 7

1. To not apply the Reasonable and Prudent Parenting standard to the following:
   1. Discipline policy;
   2. Court ordered visitation;
   3. Medical approvals;
   4. Returning 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; or
   13. Surgery.
2. To not create rules, standards or policies that limit, prevent or create barriers to their Agency foster parents making reasonable and prudent parenting decisions within the boundaries set forth in paragraphs l and m above.
3. The period within the current fiscal year during which this agreement is in effect is from July 1, 2016 through June 30, 2017.
4. It is expressly understood by the parties to this agreement:
5. That the Foster Parents shall provide services to the child or children on an "as needed basis," and this agreement in no way obligates the Agency or Cabinet to place any child or any particular number of children with the Foster Parents;
6. That the Cabinet shall have the responsibility for planning for the child or children's future placement, and that the Foster Parents shall not make independent plans for future placements;
7. That legal custody of the child or children shall at all times remain with the Cabinet;
8. That the duties and obligations of the Foster Parents under this agreement are not assignable or transferable to anyone under any circumstances, except with prior written consent of the Cabinet;
9. In accordance with 2016 Ky Acts Chapter 115, the Agency’s foster parent shall 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 caregiver acts in accordance with the reasonable and prudent parent standard.

ATTACHMENT D, page 8

1. That it is expressly understood by the Foster Parents that the Agency and/or Cabinet retains the right to withhold payments if the Foster Parents fail to comply with any of the terms of this subagreement;
2. That all forms and agreements affecting the rights and obligations of the Foster Parents, Agency, or the Cabinet under this subagreement must be approved by the Cabinet before their execution by a staff member of that Cabinet will bind the Cabinet thereto; and
3. That the Foster Parents hereby certify that they have read the foregoing subagreement or that it has been read and explained to them, and that they understand and agree to its provisions.

5. Either party may cancel this subagreement at any time upon written notice to the other party.

6. It is expressly understood that this subagreement revokes and supersedes any prior agreement or understanding, written or oral, between the parties hereto relating to foster home care.

SIGNED:

Foster Home Father

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster Home Mother

APPROVED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Official

Private Child Care Agency

RECOMMENDED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Private Child Care Social Service Worker

ATTACHMENT D, page 9

COMMONWEALTH OF KENTUCKY

CABINET FOR HEALTH AND FAMILY SERVICES

PRIVATE CHILD CARE FOSTER CARE SUBAGREEMENT

PER DIEM RATE SCHEDULE

The payment rate paid to foster parents shall be $\_\_\_\_\_\_\_\_\_\_\_\_ per diem.

COVERAGE OF RATE

Foster care rates include costs of clothing, incidentals, and monthly personal allowances. Incidentals include medicine chest supplies, deodorants, sanitary napkins, and other personal toiletries. The following chart shows the minimums for these costs calculated on a monthly basis:

AGE CLOTHING INCIDENTALS ALLOWANCE

0‑2 25.00 6.00 0

3‑4 30.00 5.00 1.00

5‑11 35.00 5.00 7.50

12+ 40.00 10.00 20.00

The remainder of the rate is intended to cover room, board, and other routine costs of childcare.

Personal allowances are an entitlement of the child, and may not be taken or withheld as a means of punishment by any out-of-home placement. Allowance money may not be spent on family or group activities initiated by the Agency or foster parent without prior, written agreement of the Cabinet and the child.

**ATTACHMENT E**

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 consists 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 counseling and visitation, or document why such opportunities are inappropriate.
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,

**ATTACHMENT E,** page 2

1. 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.

Child-Placing Standards of Care

1. Children should be safe from harm by other children, foster parents, staff, or the environment of care.
2. Children should feel respected by staff/foster parents and appreciated for their strengths and capabilities.
3. Children’s needs should be assessed upon admission to the program with a comprehensive bio-psychosocial assessment to be completed within thirty (30) days of admission.
4. Children’s strengths and needs should determine the treatment (or service plan) and discharge plan.
5. Children’s strengths and 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 based upon the children’s needs.
8. Children (as they are capable) should participate in discussions regarding their treatment or services.
9. Children should be provided with a nurturing home. The program is responsible for encouraging and assisting the foster family in developing a nurturing therapeutic relationship with the children in the home.
10. Children should participate in treatment or related services with their family in accordance with the established permanency goal. The program has a responsibility to facilitate opportunities for

**ATTACHMENT E,** page 3

children and their families to maintain a relationship and participate in treatment together, including family counseling and visitation, as appropriate or document why such opportunities are inappropriate.

1. Children should receive services that 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 child’s cultural heritage, and to provide an environment, which encourages each child’s cultural development.
2. Children should have regular, ongoing opportunities to engage 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 foster parents are trained 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 including preparing them with skills and knowledge of the cognitive, emotional, physical, behavioral capacities of the child. The program also has the responsibility to ensure that program foster parents are trained to exercise care, skill, and judgement, as well as consider factors unique to each child when making reasonable and prudent parenting standard decisions.

# **Exhibit A**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND VENDORS**

**FOR BIDS AND AGREEMENTS IN GENERAL:**

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with [KRS 45A.110](http://www.lrc.state.ky.us/KRS/045A00/110.PDF) and [KRS 45A.115](http://www.lrc.state.ky.us/KRS/045A00/115.PDF), neither the bidder or offeror as defined in [KRS 45A.070(6)](http://www.lrc.state.ky.us/KRS/045A00/070.PDF), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of an agreement to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subvendors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](http://www.lrc.state.ky.us/KRS/045A00/485.PDF); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any agreement awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](http://www.lrc.ky.gov/KRS/139-00/CHAPTER.HTM), and will remain registered for the duration of any agreement awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any agreement awarded.

**FOR “NON-BID” AGREEMENTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY AGREEMENTS, ETC):**

I. Each vendor further swears and affirms under penalty of perjury, that:

a. In accordance with [KRS 121.056](http://www.lrc.ky.gov/KRS/121-00/056.PDF), and if this is a non-bid agreement, neither the vendor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any agreement awarded, have contributed more than the amount specified in [KRS 121.150](http://www.lrc.ky.gov/KRS/121-00/150.PDF) to the campaign of the gubernatorial slate elected in the election last preceding the date of agreement award.

b. In accordance with [KRS 121.330(1) and (2)](http://www.lrc.ky.gov/KRS/121-00/330.PDF), and if this is a non-bid agreement, neither the vendor, nor officers or employees of the vendor or any entity affiliated with the vendor, nor the spouses of officers or employees of the vendor or any entity affiliated with the vendor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of agreement award that has jurisdiction over this agreement award.

c. In accordance with [KRS 121.330(3) and (4)](http://www.lrc.ky.gov/KRS/121-00/330.PDF), and if this is a non-bid agreement, to the best of his/her knowledge, neither the vendor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of agreement award that has jurisdiction over this agreement.

As a duly authorized representative for the bidder, offeror, or vendor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for agreement award and any failure to accurately disclose such information may result in agreement termination, repayment of funds and other available remedies under law.

|  |  |  |  |
| --- | --- | --- | --- |
|  | |  |  |
| Signature | |  | Printed Name |
|  | |  |  |
|  | |  | Date |
| Company Name |  | | |
| Address |  | | |
|  |  | | |
|  |  | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Subscribed and sworn to before me by |  |  |  |  |
|  |  | (Affiant) |  | (Title) |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| of |  | this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_. | | | | | |
|  | (Company Name) |  | |  | |  |  |
|  | | | | |  |  |  |
| Notary Public | | | |  |  |  |  |
| [seal of notary] | | |  | My commission expires: | |  | |