SFY 23- Approvals - Private Child Placing

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

1st Party CHFS:

DocuSigned by:
Eric Friedlander
0AEA1D6C15D6431...

Secretary

Signature | Title

Eric Friedlander | 3/17/2022 | 4:21 PM EDT

Printed Name | Date

2nd Party (Vendor):

DocuSigned by:
Regina Klyachkin
6081EA5BB162437...

President

Signature | Title

Regina Klyachkin | 4/12/2022 | 9:34 AM EDT

Printed Name | Date

Department Commissioner:

DocuSigned by:
Lesa Dennis
2597068C24204CA...

Deputy Commissioner

Signature | Title

Lesa Dennis | 3/16/2022 | 8:34 AM PDT

Printed Name | Date

Other Party:

Signature | Title

Printed Name | Date

Approved as to form and legality:

DocuSigned by:
Joan Deaton Grefer
B38F616F436944A...

CHFS General Counsel

DocuSigned by:
Wesley W Duke
D58EE6B4EC274A6...

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Title Page

For

Agreement Services

PRIVATE CHILD PLACING AGREEMENT

SFY 2023

Issued by

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

On Behalf Of

Department for Community Based Services

Division of Protection and Permanency

Hereafter referred to as "Department"

Point of Contact:

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

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Attachments:
PCP Attachment A – Private Child Care Provider Agreements Rate Schedule
PCP Attachment B – Addendum to Provide Adoption Services
PCP Attachment C – Invoice and Legal Authorization
PCP Attachment D – Subagreement for Foster Family Care for Children and Per Diem Rate Schedule
PCP Attachment E – Standards of Care

Exhibit A—Required Affidavit for Bidders or Offerors

SECTION 1—PURPOSE AND BACKGROUND

1.00—Vision Statement/Purpose and Background

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

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

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

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

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

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

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

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1.01– Agency/Facility/Location and License Number

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

License #500598
KVC Behavioral HealthCare Kentucky, Inc.
2250 Thunderstick Drive, Suite 1104
Lexington, KY 40505

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1.02—Issuing Office

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

1.03—Communications

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

2. For Program communications concerning this agreement:

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

1.04—Terminology

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

Vendor: Contractor, Offeror, Second Party, Proposer

Contract Specialist: Buyer, Purchaser, Contract Officer

Solicitation: RFP, Procurement

Proposal: Bid, Offer

Commonwealth of Kentucky: Commonwealth, State

Youth: Child, Teen, Client

Facility: Program, Service, Foster Home

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—Definitions/Acronyms

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

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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.

1.06—Organization

This contract is organized in the following manner:

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

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

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

Section 4—CHFS Standard Terms and Conditions of Memorandum of Agreements

Attachments:
PCP Attachment A – Private Child Care Provider Agreements Rate Schedule
PCP Attachment B – Addendum to Provide Adoption Services
PCP Attachment C – Invoice and Legal Authorization
PCP Attachment D – Sub agreement for Foster Family Care for Children and Per Diem Rate Schedule
PCP Attachment E – Standards of Care

Exhibit A – Required Affidavit for Bidders or Offerors

SECTION 2—SCOPE OF WORK

2.00—Provider Responsibilities

The Private Child-Placing Agency (PCP) (a.k.a., Provider) must comply with the following requirements:

1. ***Overall Administration and Operations-***
   A. Give the Cabinet or its agent immediate access to clients and staff.
   B. Give the Cabinet or its agent immediate on-site access to program and client records as requested.
   C. Not make independent plans for future placements of the child or children.
   D. Provide permanency focused services to a child in the custody of the Cabinet and the family for a limited time so that the child may be safely returned home, placed in a permanent adoptive home, or in another less restrictive setting as soon as possible.
   E. Have an application on file with the Cabinet, including its preferred admission criteria and specifying the range of cognitive and intellectual functioning that the Provider has the capacity to serve. Similarly, the Provider should specify service competencies, areas of expertise, specialty services or populations served. Provider will provide therapies that are evidence-based practices

and trauma informed. The California Evidence-Based Clearinghouse for Child Welfare will be used to determine evidence-based practices.

1) Any change in the Provider's admission criteria must be submitted to the PCC/PCP liaison prior to the effective date in order to be considered valid.

F. Maintain case records indefinitely in accordance with applicable laws and regulations.

1) All other records shall be maintained at least six (6) years from the date of the last payment received for the agreement period, or until audited/monitored and auditing/monitoring exceptions are resolved, whichever is later. Not assign or transfer duties and obligations of the Provider under this agreement to anyone under any circumstances, except with prior written consent of the Cabinet.

G. Certify through the Authorized Official of the Provider that he/she has read the foregoing agreement and that he/she understands and agrees to its provisions.

H. Not develop forms or agreements extending or limiting the responsibilities of the Cabinet or the Provider beyond the scope of this agreement.

I. Assist the Cabinet, upon request, in training involving such agreed services and related Provider skills and resources.

J. Meet any additional requirements that are established by the Cabinet as a prerequisite for approval of a particular placement, including but not limited to anger management training, therapy, a safety plan or soothing plan, or any other criteria that would alleviate the risk of harm to any child/family served by the Provider or its sub-vendors.

K. Ensure timely and accurate tracking of each child placed by the Cabinet with the Provider and the foster and adoptive homes approved by the Provider using the TWIST PCC Tracking Module as prescribed by the Cabinet. The Provider will enter information within two (2) business days of a placement being entered into the agency's TWIST PCC Tracking Module workbasket.

L. Notify, in writing, the PCC/PCP liaison and Children's Review Program any time that there is a change in leadership staff (i.e., executive director, treatment director, program director) within the Provider or changes related to licensure, including any actions taken against the Provider's license to operate, threatened or actual litigation, and/or action taken by an accrediting body.

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

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

O. Provider shall ensure an employee has neither physical abuse, battery, or a drug/alcohol-related felony conviction within the previous five (5) year period; nor a child abuse neglect check conducted by the Cabinet revealing substantiated sexual abuse or sexual exploitation of a child; nor been responsible for a child fatality due to abuse/neglect; nor had parental rights involuntarily terminated.

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

2. Referrals/Admissions-

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

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

B. Facilitate pre-placement visits whenever possible. The pre-placement process may include informal meetings, and day visits, or at least one (1) overnight stay for PCP foster homes. Where appropriate and consistent with the permanency goals, children's families must be integrated into the pre-placement process as a means to establish their meaningful involvement at the inception of placement.

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

D. Accept selected children and their families that are referred by the Cabinet to the Provider for services and/or care in accordance with the Provider's application for a private childcare agreement.
E. Document the Provider's action on each referral by responding in writing, and returning it to the Cabinet's office, its agent, or persons acting on behalf of the Cabinet who made the referral within two (2) business days.
   1) If the Provider does not accept placement of a child, the Provider shall provide a specific reason for the refusal, in writing, consistent with the rejection reasons outlined on the Children's Review Program web application. Further, the refusal must be based on the Provider's written admission criteria on the Provider's application for a Private Child Care Agreement.
F. Admit all youth entering its program according to the needs of the youth and the capacity of the Provider to meet those needs.
   1) The Provider will not reject or eject a child if that child meets the Provider's acceptance/admission criteria except for the following reasons: licensure limitations, accreditation limitations, noncompliance with licensing standards, inadequate staff or foster homes to meet the child's needs, and/or deficiencies cited during monitoring visits.
   2) 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.
   3) If the Provider ejects a child on the basis of having inadequate staff to meet the child's needs, the Provider will present a plan of correction to the Cabinet PCC/PCP liaison to prevent this issue from arising with additional children.
      a. The Cabinet may suspend referrals until the Provider is able to demonstrate the plan of correction has been successfully implemented and the deficiency resolved.
G. Inform the Cabinet social service worker by providing the required two week 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; and only if the Provider was not given all of the child's known history prior to accepting the child, or due to one of the reasons in F(1) of this section, or if there are serious safety concerns involving the child, other residents, or staff. The provider will document efforts to meet the child's needs, including prior discussion with DCBS and the family, and provide future treatment recommendations for the child.
   1) The Provider understands that transferring a child between programs/facilities/foster homes is highly disruptive, stressful, and adversely impacts permanency. For these reasons, a change in placement requires the consent of the Cabinet social service worker, who will follow the Cabinet's placement process guidelines.
   2) The Provider will work in partnership with the Cabinet to create a safe and appropriate discharge.
H. Notify, in writing, the Children's Review Program any time there is a change in the Provider's admission criteria, services offered by the Provider, and clinical staff providing those services.

3. Non-Discrimination and Treatment of a Child-

A. Provide such child or children with a family type environment, including adequate food, shelter, clothing (except as otherwise provided by the Cabinet under this agreement), incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child or family's choice, if any.
   1) Children and their families will be treated in a culturally and linguistically competent manner, supporting, respecting, and upholding their cultural identity, religious/spiritual and linguistic needs.
   2) The Provider will determine if a child or family meets special circumstances for religious or cultural exemptions by contacting the Cabinet's social service worker or utilizing the information contained within the placement packet. For example, in Native American and certain Apostolic Christian faiths, cutting the child's hair may be a violation of their religious rights and cultural freedoms.

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3) The Provider will take affirmative action to assure that each child has the opportunity, without prejudice or penalty, for religious and spiritual development in the faith of the child 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. Children should be allowed to practice their faith with their family in their home community if it is appropriate to the treatment plan and every effort must be made to facilitate this level of practice when it is logistically feasible.
4) Regulatory provisions governing religious and spiritual development opportunities for residential programs are found at 922 KAR 1:300, Section 6(7).
5) The Provider will hire staff, to the extent possible, to reflect the race, culture, and ethnicity of the population served.

B. Adopt and enforce a written policy requiring the Provider:
1) To demonstrate consideration for and sensitivity to the racial, cultural, ethnic, sexual orientation, gender identity, and religious background of a child in its care and family.

4. General Services for a Child and Family-

A. Work in partnership with the Cabinet concerning the care of children, including scheduled treatment planning conferences, to meet federal and state requirements.
1) A Provider's social services worker will visit the foster child and foster family a minimum of two (2) times per month in order to assess the child's safety and ensure that the child's educational, medical/dental, and mental health needs are being met. Child should be interviewed privately and interaction between the foster family and child should be observed. The ongoing assessment, service provision, and documentation will inform the Cabinet's case planning and permanency planning.

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

C. Provide the Cabinet social service worker information needed to coordinate plans and services to a child and a child's family (subject to limitations imposed by a court) and to conduct required case reviews such as the ten (10) day case planning conference, six (6) month case planning conference, administrative reviews, and judicial reviews.
1) Complete the Kentucky Child Adolescent Needs and Strengths (KY-CANS) within thirty (30) days of placement for youth that have been screened in for an assessment and update every ninety (90) days.
2) Within seven (7) calendar days of the initial intake, after an AWOL, as part of discharge planning if residential treatment is being considered, and at any time other indicators of risk are recognized the provider will administer the Cabinet approved rapid screener for human trafficking unless the child has already disclosed trafficking.
3) Administer the Vera Institute's long form Trafficking Victim Identification Tool (TVIT) within 7 days of a screener which indicates administration of an in-depth human trafficking screener is needed, unless screening occurred as part of discharge planning for a child transitioning to a residential treatment program that is specialized in service provision to trafficked and at-risk youth.

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

E. Provide each committed child with a personal allowance of at least those amounts shown in Attachment A and document the disbursements.
1) Personal allowances are an entitlement of the child and may not be disbursed as contingent upon the child's behavior or taken or withheld as a means of punishment.
2) The Provider will not require the child to spend their allowance money on family or group activities initiated by the Provider or foster parent, however the child may spend allowance money on items or activities that are optional or in addition to the initiated activity.

F. Use the child's clothing allowance to provide and maintain a minimum of five (5) seasonally appropriate non-uniform outfits, in addition to necessary sleepwear, outerwear, etc.
1) Any exceptions to this must be approved by the Cabinet's social service worker.

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

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

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

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

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

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

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

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

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

5. Reasonable and Prudent Parent Standard

A. Implement use of the Reasonable and Prudent Parent Standard, as defined by Public Law 113-183, in making careful and sensible parental decisions that maintain the health, safety, and best interests of a child in the custody of the Cabinet, while at the same time encouraging the emotional and developmental growth of the child, that a Provider's caregiver, which includes a Provider's foster parents or designated on-site officials, must use when determining whether to allow a child in 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-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.

C. 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 must:

1)Exercise care, skill, and judgment in their decisions and conduct;

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

The Provider will not apply the Reasonable and Prudent Parenting standard to the following:
1) Discipline policy;
2) Court ordered visitation;
3) Medical approvals;
4) Return a child without court approval;
5) Changing schools
6) Drastic change of child's appearance (tattoos, body piercings, etc.);
7) Medications (i.e. psychotropic, birth control);
8) Changing a child's religion;
9) Court orders;
10) Birth parent and sibling visits;
11) Permanency decisions;
12) Pregnancy terminations;
13) Surgery or
14) Operation of an ATV other than allowed by KRS 189.515.

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

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

6. ***Medical Services for a Child-***

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

B. Secure the necessary medical services for all children, with these services to be from physicians and other vendors who accept the child's medical or insurance card whenever possible. To the extent possible, children should be followed by their home/community medical practitioners to ensure continuity of care and ongoing home/community connection.
   1) If the child is not eligible for medical assistance, the Provider shall direct the vendor to send any bills not covered by insurance or paid by the parents or third-party sources to the Cabinet's office having case responsibility for approval.
   2) If the child is eligible for medical assistance and a medical card is not yet available, the Provider must communicate this information to the Cabinet children's benefits worker in an attempt to expedite treatment.

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

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

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

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

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

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

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

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

1) Schedule of initial and follow-up health screenings;
2) How a child's condition is monitored and treated;
3) How to update medical information;
4) How to ensure continuity of care; oversight of prescriptions; and
5) How the Provider consults with professionals to determine treatment.

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

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

1) The medical passport must be maintained throughout the duration of the child's placement with the Provider as it follows the child throughout placement in out-of-home care.
2) The medical passport must be returned to the child's Cabinet social service worker upon discharge from the Provider.
3) If the child does not have a medical passport, the Provider must document all medical and physical health appointments on Cabinet forms and ensure these records are returned to the child's Cabinet social service worker upon discharge from the Provider.

7. A Child's Education Services-

A. Comply with education provisions under Fostering Connections to Success and Increasing Adoptions Act of 2008 and The Child and Family Services Improvement and Innovation Act (Public Law 112-34) to ensure that each child is enrolled as a fulltime elementary or secondary school student.

B. Coordinate with local educational agencies so that the child remains in the school they are enrolled in at the time of placement into care whenever possible, unless it is not in child's best interest.

1) The Cabinet social worker may request that a youth remain at the previous school outside of the current attendance area in order to support educational continuity. When reasonable, the Cabinet social worker may request mileage reimbursement for transportation to the youth's previous school. The Provider will be reimbursed at the current state transportation reimbursement rate per mile.

C. If a child must enroll in a new school, facilitate immediate enrollment in a new school.

1) The Provider must inform the Cabinet social service worker or designated regional personnel if a school district delays or refuses enrollment of a committed child.

D. Ensure the child attends school and notify the Cabinet social service worker of any attendance issues.

E. The Provider will have written policies and procedures in place that outline their cooperative relationships with their community and the local schools, including how they develop and maintain these cooperative relationships. Policies and procedures should describe how the Provider communicates with the school and how they will support the child in the school setting.

F. The Provider will collaborate with local school districts to promote educational stability for children in their care while ensuring that the foster homes understand and support the child's educational needs through training, support, and supervision of the homes.

8. Family Engagement-

A. In partnership with the Cabinet, provide culturally and linguistically competent services that are youth guided family driven, and congruent with the DCBS family case plan and/or visitation agreement. In order to promote healthy relationships between children and their parents and siblings while placed in foster care or in a residential setting, the Provider's service provision should focus on preserving and enhancing the connections between the children and their extended family, community, and school.

1) This includes offering family therapy/counseling and support when the family is available and maintaining contact regarding the child's/family's progress and on-going treatment and service needs. Family therapy/counseling should be provided when it is clinically appropriate. Provider must not require any form of payment from the youth's family for family counseling/therapy including therapeutic telephone calls and visits.
2) The Cabinet will make decisions regarding separation of siblings and visitation. In those circumstances when the siblings are not placed together as agreed upon by the Cabinet, the Provider must provide visitation or other ongoing interaction between the siblings, unless the interaction would be contrary to sibling's safety or well-being.
3) If the Provider has reason to believe that the interaction would be contrary to a child's safety or well-being, the Provider must submit in writing the reasoning to the Cabinet social service worker.
4) The Provider must not suspend visitation or contact prior to receiving permission from the Cabinet social service worker unless the Provider has reason to believe that the interaction would cause an immediate risk to the child's safety. The Provider will not suspend visits as a form of discipline.
5) The Provider must provide the Cabinet social service worker with potential relative placement resource information obtained through assessments, engaging family, or counseling.

B. Accept the assignment of visitation responsibilities in accordance with Title IV-B, caseworker visitation requirements.

1) The Provider must conduct monthly face-to-face visits in accordance with federal and state requirements with each child placed by the Cabinet with the Provider, in the child's current place of residence.

C. When there is a goal of return to parent or permanent relative placement, have and follow a written policy requiring the Provider to not only involve the child's family in the development, implementation, and evaluation of the child's Individual Treatment Plan (ITP) but to ensure the process is youth guided and family driven to more actively engage the child and the child's family in the child's treatment, unless directed otherwise by the Cabinet social service worker.

1) To the extent possible, the child's family should be included in the Provider's services to promote timely achievement of permanency

9. Transportation-

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

1) The Cabinet social service worker will give one (1) week advance notification when the Provider is to provide transportation within a forty (40) mile radius of the placement location to appointments scheduled by the Cabinet.
2) In addition to transportation related to routine daily care, mutually satisfactory arrangements for other scheduled appointments may be made between the Provider and Cabinet social service worker, which is covered by the per diem.
3) Mutually satisfactory arrangements for scheduled appointments or transportation needs exceeding the forty (40) mile radius of the placement location may be made between Provider and Cabinet social service worker. The Cabinet social service worker will request transportation one (1) week in advance. The Provider will be reimbursed at the current state transportation reimbursement rate per mile beyond the forty (40) mile radius of the placement location.
4) If the Provider is not able to safely transport the child due to the child's behavior or risk of AWOL, the Provider must notify the Cabinet social service worker at least 24-48 hours prior to the appointment time.
5) Every Student Succeeds Act (ESSA) transportation will be worked out between the school, the Cabinet and the Provider and negotiated on a case-by-case basis. Therefore, the provider may

not be required to transport the youth to school if special arrangements have been made for the child to remain in the same school under ESSA guidelines.

B. Allow children referred to the Kentucky Adoption Profile Exchange to attend (KAPE) events.
C. Use a transportation log to track transportation expenses beyond the forty (40) mile radius of the placement location.
   1) Provider staff must complete the transportation log and submit it with its monthly billing invoice to the Regional Billing Specialist.
   2) If multiple children are transported, mileage beyond the forty (40) mile radius must be divided among all the children, and the Provider shall indicate on each child's transportation log that the trip's mileage was shared with another, and the number of children transported together.
   3) Upon receipt of the transportation log, the Regional Billing Specialist shall obtain verification of mileage claimed from the Cabinet social services worker for the child or children.

10. Critical Incidents

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, 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.

A. Agree to report to the Cabinet immediately the death of a child, psychiatric/medical hospitalization, and allegations of child abuse/neglect. Such reports must be made to the child's Cabinet social service worker.
   1) In situations involving reports of suspected child abuse/neglect, the Cabinet for Health and Family Services, Office of Inspector General, Division of Regulated Child Care, Child-Caring/Child-Placing Branch must also be notified.
   2) Allegations of child abuse/neglect must be reported in accordance with KRS 620.030 and to the Cabinet's Child Abuse Hotline at 1-877-597-2331 (1-877-KYSAFE1).
   3) The Provider agrees that Cabinet staff conducting child abuse investigations in a non-familial private child-placing setting have complete private and immediate on-site access to the alleged victim. When applicable, the Provider must assist Cabinet staff in providing access to the alleged perpetrator(s). Additionally, the Cabinet social service worker must have complete access to, including the right to inspect and copy, all current clinical, historical, medical, and contextual information and documentation.
B. Establish systems for tracking the frequency, location, and type of critical incidents as defined by this agreement.
C. Implement an administrative process to review all critical behavior incidents.
D. Implement an effective prevention framework that will include the required use of de-escalation plans to prevent conflict, and violence.
   1) De-escalation plans will be included in the child's individual treatment plan.
   2)The de-escalation plan will outline specific skills to be used and will be specific to that child.

11. Bed Holds for a Child-

A. Request a two (2) week paid "bed hold" for children needing medical/psychiatric hospitalization or AWOL, assuring the child can return to the same foster home during that period of time.
   1) Paid bed holds are not applicable when a Provider transfers a child between its own programs (i.e., facility and/or foster homes).
   2) If, at the onset of the hospitalization or the 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 foster home, the request for a bed hold is initiated by the Provider. The Cabinet will respond in writing to the written request for a "bed hold" within two (2) business days of the request. Once a "bed hold" has been authorized, the Cabinet is responsible

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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 will be treated as a new admission.

3) If during the bed hold period the Provider determines that it cannot meet the needs of the child and does not wish for the child to return to the same foster home, the Provider must provide a two-week written notice to the Cabinet. The Provider shall maintain a placement for the child if discharge from a hospital or return from an 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 will be considered the discharge date, and this notice negates any obligation of the Cabinet for payment of any bed hold days.
4) If the Provider gives a two week notice prior to the hospitalization or AWOL occurring, a bed hold is applicable so that the child may return to the original placement for the duration of the notice.
5) If for any reason, the Cabinet determines at any time during the approved bed hold period that the child will not return to the same foster home placement, written notice will be provided to the Provider, and bed hold days shall be paid only up to the date of the notice to the Provider. The date of the Cabinet's notice to the Provider will be considered the discharge date.
6) If a bed hold was applicable and was requested by the Provider, but not approved by the Cabinet, then the Provider does not have to provide a two (2) week written notice and the date of disruption from the placement will be considered the discharge date.

12. Transition and Discharge Planning-

A. Give two (2) weeks advanced notice to the Cabinet social service worker and copied to the PCC/PCP Liaison prior to the discharge of a child which is unanticipated in the treatment plan.
   1) Prior to tendering a two (2) week discharge notice to the Cabinet social service worker, the Provider must have documentation of regular communication to the Cabinet Social service worker and have exhausted all supportive services as necessary before a child would be discharged from the program pursuant to the two (2) weeks' notice provision. Additional supportive services might include an increased number of individual or family therapy sessions, increased case management services, a family/treatment team meeting, and additional assessments as appropriate.
   2) The Provider must submit notice in writing, with specific reasons for the placement disruption of the child or the unanticipated discharge, what additional supportive services were put in place, and therapeutic recommendations.
   3) Anticipated discharge must not prevent a child from receiving medically necessary treatment (i.e., medical/psychiatric hospitalization).
   4) The Provider will maintain the child's placement if discharge from a hospital or return from 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.
   5) Provide all information, including a discharge plan and treatment recommendations to the Cabinet social service worker and to the next placement at the time of discharge.

B. If a child moves between foster homes in a program, the Cabinet social worker must be notified prior to the move and the move must be documented by the provider in the TWIST PCC tracking system within two (2) business days.
   1) Prior to any placement moves between foster homes within a program a two-week notice must be given so that consideration can be given to all possibilities for next placement for the child and placement selected based on the child's best interest.
   2) Discharge summary and/or treatment recommendations from the current provider are required.

C. Upon a child's discharge, provide the following to the child's Cabinet social service worker and, if known, the next placement Provider:
   1) Medical information, to include the child's medical passport, names and addresses of all providers that have treated the child, date of the child's last physical, dental, and vision exams; current medications (if applicable); and current prescriptions (if applicable); and

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

D. 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.

E. Have a policy requiring the Provider to prepare and provide to the Cabinet social service worker a discharge packet, including the PCP Discharge Summary, that will go with the child on the date of discharge to the next placement or return home when:
   1) the discharge is a planned discharge; or
   2) either the Provider or DCBS gives a two (2) week notice.

F. 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.

G. Comply with discharge requirements given within these prior provisions:
   1) Section 2.00, 4.F.5)
   2) Section 2.00, 4.G.

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

13. The Private Child-Placing Agency (PCP) will-

A. Strictly prohibit all staff from recruiting foster parents actively fostering with another public or private agency.
   1) A PCP is prohibited from providing financial incentives to currently approved foster parents in order to entice foster parents to transfer to the PCP.

B. Not consider a foster home previously closed for cause or currently under corrective action for approval.
   1) "Closed for cause" will include a reason specified in 922 KAR 1:310, Section 4 (1)(a) or (b); 922 KAR 1:490, Section 4 (7) that warrants closure of the home, such as a failed background check or substantiated child maltreatment.
   2) A home may be considered, after being closed for cause, if the home has been reopened as a Cabinet foster home for no less than one year.
   3) A home currently under a corrective action or under an action plan at the time of closure by the Cabinet may be considered if the following requirements in KRS 199.660(2)(c)3 have been met:
      a) The foster family home provides all information on the corrective action to the licensed child-placing agency;
      b) The licensed child-placing agency fully addresses the foster family home's corrective action in the foster family's home study narrative; and
      c) The department reviews and approves the foster family's home study.

C. 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.

D. If a foster parent transfers from one agency to another, the previous agency will make available the foster family's closure letter and training records to the new agency within two weeks of request. 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.
   1) If a foster home without a placement wishes to transfer to another agency, the home must be closed for 30 calendar days prior to being approved by another PCP or DCBS.
   2) A foster home will not be approved prior to receiving all required records from the previous agency or Cabinet including training records.

E. For PCPs providing foster parent adoption services, do so in accordance with the provisions of Attachment B, Sub agreement to Provide Adoption Services.

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F. Prior to placing any committed child in a Provider's foster home, execute a Sub agreement for Foster Family Care (Attachment D).
G. Immediately upon approval of the foster home, enter the family into PCP-TRIS electronic system and ensure that all initial and ongoing training is documented in this system.
H. Ensure that training is provided to foster parents that teaches a skill and in accordance with KAR 922 1:495 sections 2 and 3;
   (1) No more than eight (8) hours of training in a twenty-four (24) hour period will be offered;
   (2) Training credit will not be given for watching movies or reading books;
   (3) Training may be issued for approved online courses taken on the Just in Time website.
I. Prohibit foster parent(s) from participating in the Cabinet's approved medically complex training unless the foster parent(s) home study or Snapshot documents a willingness to accept children deemed medically complex for placement.
J. Develop a policy requiring all foster parents to receive training on reporting suspected abuse or neglect per KRS 620.030.
K. 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.
L. 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.
   1) If a child is placed in respite but does not return to the original foster home, this is considered a placement move not respite.
M. Request and obtain prior approval by the SRA or designee for any respite lasting beyond a seven (7) day period.
N. 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.
O. 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.
P. Document efforts to recruit foster families that are not currently fostering youth with other Providers, that reflect the ethnic and racial makeup of the children placed in out of home care as indicated on DCBS reports.
   1) Review and utilize data provided by DCBS related to diligent recruitment reports as prescribed by the Cabinet.
   2) 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.
Q. 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.
R. Provide a copy of the foster/adoptive parent's home study upon request of a Cabinet social service worker or the foster/adoptive parent.
   1) Applicable records and interviews with foster parents will 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.
   2) Upon application, the PCP will register the approved foster home applicant, to include therapeutic and medically complex homes, on the Foster Care Registry in the TWIST PCC Tracking module. The PCP will provide all of the following information:
      a. Foster parent's full name;
      b. Social security number;
      c. Address to include county;
      d. PCP's information to include name of agency, and mailing address;
      e. Date the foster home was approved;
      f. Denied;
      g. Withdrawn;

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h. Closed;
i. The reason for denial, withdrawal, or closure if applicable;
j. Whether the home is active or inactive: and
k. PCP will conduct a search of the foster care registry prior to approval of the foster home.

S. 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.

T. Maximize placement stability by providing necessary supports and resources to foster children and their foster parents.
   1) Foster families shall be engaged in devising and implementing treatment options that reduce disruption and support foster children's improved functioning.
   2) Staff shall train, coach, and support foster parents in their care-giving role for foster children.
   3) 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.

U. Document that written notification was provided to foster parent(s) of relevant child history and risk factors when a child is placed in the Provider's foster home.

V. Provide notification to the Cabinet social service worker prior to closure/transfer when the foster home presently has a placement.

W. 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. Provider will enter information into the TWIST PCC Tracking module within two business days of foster home closure/transfer.
   1) 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.

X. 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 a trial visit or respite care at a Cabinet foster home.
   1) 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.

Y. 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 II or III to be placed in the same home, only if:
   1) The foster family has demonstrated placement safety, stability, and successful completion of advanced training requirements.

Z. Clinical Services: Initial Assessment-
   1) 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 and determine with the child and family their goals and expectations for treatment and the indicators for readiness for transition and discharge.
   2) Ensure the individual conducting the assessment, guiding the development of the ITP, and supervision plan should have a Master's degree in a human services field plus:
      a) Three (3) years of experience (pre and/or post Master's) working with children and families; or
      b) Two (2) years of experience (pre and/or post Master's) working with children and families and hold a license or certification to provide therapy.
      c) 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.
   3) Develop an initial Individual Treatment Plan (ITP) and supervision plan.
      a) 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.
      b) 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

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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.

AA. Clinical Services: Treatment Assessment-

1) Complete a standardized assessment within thirty (30) days of a child's placement.
   a) 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.
   b) The standardized assessment shall include the following domains:
      i. Personal strengths and resources including hobbies, interests, hopes and dreams;
      ii. Family strengths, resources, and involvement including what is needed to achieve permanency;
      iii. Areas of risk, including harm to self, harm to others, and victimization;
      iv. Social, including capacity for attachment and peer relationships;
      v. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
      vi. Daily living skills/independent living skills;
      vii. Health and wellness, including medication management plan;
      viii. Educational and career;
      ix. Cultural and religious; and
      x. Trauma history.
2) The following sources of information shall be the minimum to inform the assessment:
   a) Review of records of previous placements and treatment;
   b) Discussions with the Cabinet social service worker;
   c) Interviews with and observations of the child and family;
   d) Information supplied by the child's family members or other significant individuals in the child's life; and
   e) Further evaluations (e.g., CANS, psychological, psychiatric, physical, etc.) as needed.
3) 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.
   a. The development of the ITP shall be youth guided and family driven, thereby empowering the partnership between the youth, family, and treatment providers.
4) The PCP shall communicate any changes with the Cabinet social service worker.

BB. Clinical Services: Therapeutic Services-

1) Base the ITP on the standardized assessment including the CANS and complete the ITP within thirty (30) days of the child's placement.
2) Within the ITP, make distinctions as to the therapy or other therapeutic supports needed to accomplish the child's treatment goals. The ITP will be personalized and applicable to the child.
   a) The therapeutic interventions shall be planned to address issues identified in the assessment, such as loss and grief, attachment, trauma, physical abuse, child sexual abuse, self-efficacy, and behavioral self-control. Interventions will acknowledge these challenges and also focus on resilience, building strengths, skills, talents, and social/emotional resources.
3) Use ITP to guide the individual level therapeutic intervention.
4) Provide directly or through agreement with an outside Provider, as specified in KRS 199.640(5)(a)2, for therapeutic services individualized for every child placed in the PCP, per the child's individualized treatment plan.
5) Any child with a level of care II assigned after July 1, 2022 shall receive individualized therapy dealing with the underlying causes of the child's behavioral health issues at least two (2) times per month as well as family therapy/counseling as indicated in the child's Cabinet case plan and the child's individual treatment plan.

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6) Any child with a level of care III, shall receive individualized therapy dealing with the underlying causes of the child's behavioral health issues at minimum of three times per month as well as family therapy/counseling as indicated in the child's Cabinet case plan and the child's individual treatment plan.
   a) Any child with an assigned level of care III, IV, or V prior to July 1, 2022 and until the child's next review, shall receive individualized therapy dealing with the underlying causes of the child's behavioral health issues at least two (2) times per month.
7) 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.
8) Ensure that therapy is provided by a licensed/certified individual with the appropriate qualifications.
9) Maintain responsibility and oversight of the therapy by either providing the therapy in house or by establishing a written agreement with the outside Provider with expectations clearly defined and a well-established plan for communication between the PCP and the therapist to assist in treatment planning and the continuum of care for the youth. The agreement will specify the mechanisms for quality assurance and oversight to ensure compatibility, consistency, and clinical alignment between the outside therapist and the Provider.
   a) The agreement 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.
   b) The Provider shall obtain and maintain in the child's file any therapy/counseling notes and/or documentation of clinical services provided by a contractor or outside Provider while the child is placed with the PCP.
   c) The Provider shall work in collaboration with the Cabinet social service worker to obtain this documentation.
10) Ensure the person responsible for conducting the assessment conducts a formal staffing with the individual(s) responsible for implementation of the child's ITP at a minimum of once per month.
11) 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.
12) 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.
13) Provide services to address the identified needs as indicated on the referral.
   a) The use of community mental health centers (CMHCs) or another Medicaid Provider of behavioral health services to provide clinical services should be the exception not the rule.
   b) All exception requests must receive prior approval according to procedures set forth by the Cabinet.
   c) Those exceptions include:
      i. An effort to maintain a prior therapeutic relationship, when the assessment and treatment plan indicate that this previously existing relationship is in the best interest of the child. As a general rule, a child should have been in therapy with this specific Provider for six (6) months or more prior to requesting this exception;
      ii. An effort to link the child to the community so that they have access to services after discharge; or
      iii. Accessing specialty services deemed necessary through the assessment, but that the Provider is not equipped to provide, such as autism spectrum disorders, fetal alcohol syndrome, other genetic disabilities, intensive substance abuse treatment, and intensive treatment for sexually offending youth.
   d) If a PCP receives an exception for outside clinical services, the PCP shall provide at least one (1) in-house therapy/individualized counseling session per month dealing with the underlying causes of the child's behavioral health issues in addition to the clinical services provided by the outside agency.

e) The PCP treatment director shall oversee day to day operations of the treatment program and shall participate in the development of the ITP. The Provider treatment director shall sign each ITP in a timely manner to signify his/her participation in this process.
   i. The treatment director must meet regularly with the therapists providing treatment to the youth in the program in accordance with 922 KAR 1:310 to discuss the youth's progress and the ITP. Each case should be consulted on a monthly basis at a minimum.
   ii. The treatment director must remain accessible to therapists at all times to provide consultation.
   iii. The treatment director must review any critical incidents, including debriefs with involved staff.
f) The CANS will be reviewed during treatment team meetings and documented in the youth's record.
g) Ensure the treatment team consists of the child, the child's family and additional support individuals that the child requests be present, to the extent possible, the PCP treatment director, PCP social service worker, therapist, other treatment providers and the Cabinet social service worker.

14) Review and revise the ITP and supervision plan quarterly.
   a) This quarterly treatment team meeting 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.
15) 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.
16) 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.
17) 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.
18) Provide foster family support services aimed at ensuring the stability and safety of the child.
19) Provide crisis intervention services to ensure child safety and therapeutic responsiveness to significant behavioral and related episodes.
   a) A plan of support should be developed for every child and family that provides multiple layers of intervention as needed in a crisis or difficult situation.
20) Have and follow a policy requiring therapy to be provided by:
   a) An individual licensed as one of the following or an individual with a master's degree in a human services field practicing under the direct supervision of an individual with one of the following credentials:
      i. Psychiatrist;
      ii. Clinical psychologist (certified or licensed);
      iii. Licensed clinical social worker;
      iv. Licensed marriage and family therapist;
      v. Licensed professional clinical counselor;
      vi. Licensed professional art therapist:
      vii. Licensed behavioral analyst.

14. Independent Living Program-

A. Cooperate with DCBS staff in the completion and implementation of the child's transition plan, and assist with services indicated in the treatment plan.

B. 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

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containing drawers), table, chairs, etc.; and working smoke alarm within ten (10) feet of each bedroom.

1) 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.

C. A child under the age of eighteen (18) shall not be placed in a scattered site independent living setting.

D. A child seventeen and three quarters of age may be placed in a supervised independent living setting if an exception has been approved by the DPP Director or designee.

E. Youth placed in a scattered site independent living setting, shall receive a minimum of one (1) face to-face, in home contact per week.

F. Youth placed in a supervised independent living setting, shall receive one daily face-to-face contact.

G. The PCP shall notify the Cabinet social service worker, if there are any safety issues, use of alcohol or illicit drugs, or illegal contraband.

H. 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.

I. Coordinate with the regional Independent Living Specialist for timely and responsible application for and disbursement of independent living youth stipend to the youth.

J. The Provider will be responsible for signing the lease, paying the security deposit, rent, and utilities. The Provider will withhold an amount specified by the Cabinet from the youth's monthly stipend in exchange for rent. The Provider will keep a ledger and will review the ledger on a regular basis with the youth. Provider will place this money in a savings account for the youth and the money will be given to the youth upon discharge.

1) The Independent Living provider may withhold up to $500 of the youth's saving for damages intentionally caused by the youth with written estimates for the cost to repair the damages and with approval from the Transitional Services Branch Manager or designee.

K. 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.

L. 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.

M. Assist and ensure that youth are either going to school full-time, working full-time (minimum 30 hours) or going to school part-time along with working part-time in order to maintain eligibility to remain in the program. Exceptions to the minimum requirements will made for youth with diagnosed disabilities. Such youth will receive support in improving their independent living skills.

N. The Provider will withhold the monthly stipend until documentation of school and/or employment is received from the youth, with the exception of the $70 clothing, incidental, and monthly allowance.

O. 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.

P. Ensure that the youth has access to health care as necessary. The PCP shall educate the youth about the importance of good health, including substance abuse prevention, preventive health activities, and assist with scheduling of or transportation to medical appointments if the youth is in need of health care services.

Q. Assist youth in obtaining and maintaining employment, transportation, and coaching and mentoring the youth regarding proper employment guidelines.

R. The provider will teach independent living skills and assist youth with completing the independent living curriculum.

1) The Provider shall document efforts to teach these skills as well as document the youth's progress In mastering these skills.

2) The Provider will work with youth on the completing the Milestone checklist once the youth has graduated from high school.

3) The Provider will review the youth's Independent Living Binder during scheduled meetings with

the youth.

S. Assist youth in developing meaningful, permanent connections with a caring adult, secure stable housing, and ensure that the youth has vital documents to aid in their successful transition out of care.

T. Clinical Services: Initial Services-
   1) Conduct an initial assessment within four (4) business days of placement to evaluate appropriateness, including location of the independent living unit.

U. Clinical Services: Assessment-
   1) 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.
   2) Complete a standardized assessment within fourteen (14) days of a youth's placement.
      a) 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.
      b) The standardized assessment shall include the following domains:
         i. Personal strengths and resources including hobbies, interests, talents, hopes and dreams;
         ii. Family involvement, strengths, and resources, including what is needed to achieve permanency;
         iii. Areas of risk, including harm to self, harm to others, and victimization;
         iv. Social, including capacity for attachment and peer relationships;
         v. Emotional and behavior, including, as appropriate, depression, anxiety, developmentally appropriate self-control, substance use, cognitive functions, and activity level;
         vi. Daily living skills/independent living skills;
         vii. Health and wellness, including medication management plan;
         viii. Educational and career; and
         ix. Cultural and religious.
   3) Use the following sources of information as the minimum to inform the assessment:
         i. Review of records of previous placements and treatment;
         ii. Discussions with the Cabinet social service worker;
         iii. Interviews with and observations of the youth and family;
         iv. Information supplied by the youth's family members or other significant individuals in the child's life; and
         v. Further evaluations (e.g., CANS, psychological, psychiatric, physical, etc.) as needed.

V. Clinical Services: Therapeutic Services-
   1) Develop a written ITP within thirty (30) calendar days of a youth's placement, that reflects the individual needs of the youth.
      a) The ITP shall include a discharge plan as well as a plan for aftercare services.
      b) 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.
      c) 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.
      d) The individual conducting the assessment and guiding the development of the will have a Master's degree in a human services field plus:
         i. Three (3) years of experience (pre and/or post Master's) working with children and families; or
         ii. Two (2) years of experience (pre and/or post Master's) working with children and families and hold a license or certification to provide therapy.
   2) 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.
   3) Assist the youth in securing therapeutic services, if indicated by the youth's ITP.

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2.01 CHFS/Cabinet Responsibilities

The Cabinet for Health and Family Services shall:

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

19. Reimburse the Provider in accordance with the rates established in 922 KAR 1:360 as shown in Attachment A. All payments shall be made monthly upon receipt of appropriate billing.
20. Not share a Provider's listing of foster homes with another Provider without written consent from the Provider.
21. Prohibit Cabinet staff from actively recruiting any foster parent in the process of or currently fostering with a PCP.
22. 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.
23. Shall ensure the confidentiality of a foster parent's home study is maintained so that information is not released or shared inappropriately to include:
    A. Deleting all electronic copies of a foster parent's home study;
    B. Shredding the hard copy home study when that foster home was not selected for placement for a referred child;
    C. Not sharing information from the home study with a child in the custody of the Cabinet or their relatives; and
    D. Not storing a copy of a foster parent home study in any official Cabinet file.
24. 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:
    A. Private Child-Placing:
        1) Title 920 Kentucky Administrative Regulation (KAR), Cabinet for Health and Family Services
            - Chapter 1 Administration
                - 920 KAR 1:060. Protection of human subjects.
                - 920 KAR 1:070. Deaf, hard of hearing, and speech impaired persons services.
                - 920 KAR 1:090. Client Civil Rights complaint process.
        2) Title 922 Kentucky Administrative Regulation (KAR), Cabinet for Health and Family Services Department for Community Based Services Protection and Permanency,
            - Chapter 1 Child Welfare
                - 922 KAR 1:100. Public Agency adoptions.
                - 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 1:310. Standards for child-placing agencies.
                - 922 KAR 1:320, Service appeals
                - 922 KAR 1:330, Child protective services.
                - 922 KAR 1:340. Standards for independent living programs.
                - 922 KAR 1:360. Private child care placement, levels of care, and payment.
                - 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.
                - 922 KAR 1:510. Authorization for disclosure of protection and permanency records.
        3) Title I Kentucky Revised Statutes (KRS) Sovereignty and Jurisdiction of the Commonwealth
            - KRS Chapter 2 Citizenship, Emblems, Holidays, and Time
                - KRS 2.015 Age of majority--Exceptions.
        4) Title III Kentucky Revised Statutes (KRS), Executive Branch
            - KRS Chapter 17 Public Safety

        - KRS 17.165 Definitions--Criminal record check for job applicants at child-care centers--Restrictions on employing violent offenders or persons convicted of sex crimes.

5) Title XIII Kentucky Revised Statutes (KRS), Education
    - KRS Chapter 158 Conduct of Schools—Special Programs
        - KRS 158.137 Educational passports for state agency children.
6) Title XVII Kentucky Revised Statutes (KRS), Economic Security and Public Welfare
    - KRS Chapter 199 Protective Services for Children—Adoption
        - KRS 199.011 Definitions for chapter.
        - KRS 199.462 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. 640 Licensing of child-caring and child-placing agencies or facilities—License fees—Standards—Recordkeeping and reporting—Use of corporal punishment—Prohibition against hiring convicted sex offender—Confidentiality of records.
        - KRS 199.645 Administrative regulations for facilities and agencies caring for children before adjudication under KRS Chapter 630.
        - KRS 199.650 Authorized activities of child-caring facilities or child-placing agencies.
        - KRS 199.660 Authorize activities of child-placing agencies.
        - KRs 199.670 Denial, suspension, or revocation of license of child-caring facilities or child-placing agencies.
        - KRS 199.802 Consideration of best interest of child in placing child within the same or different school district.
    - KRS Chapter 200. Assistance to Children.
        - KRS 200.508 Rights of children with an emotional disability and their parents, custodians, and guardians.
7) Title XXVII, Labor and Human Rights
    - KRS Chapter 339 Child Labor
8) Title LI Kentucky Revised Statutes (KRS), Unified Juvenile Code
    - KRS Chapter 600 Introductory Matters
    - KRS Chapter 605 Administrative Matters
        - KRS 605.080 Transportation of children.
        - KRS 605.090 Alternative treatment for committed children—Notice of inappropriate behavior of child—Procedures for removal of child committed as dependent, neglected, or abused—Reports—Written transfer summary—Placement of public offenders.
        - KRS 605.110 Smoking cessation services, medical care, and educational programs for committee children—Kentucky Educational Collaborative for State Agency Children—Personnel—Financing.
        - KRS 605.120 Payments to home where children are placed—Reimbursement system for foster parents—Pilot projects—Kinship care program—Administrative regulations—Decisions regarding haircuts and hairstyles.
        - KRS 605.160 Provision of information to those caring for committed children—Show cause hearing.
    - KRS Chapter 610 Procedural Matters
        - KRS 610.110 Disposition.
        - KRS 610.120 Review or termination of disposition orders.
        - KRS 610.125

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        - 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 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.
    - KRS Chapter 625 Termination of Parental Rights
        - KRS 625.025 Extension of wardship to age twenty-one.
    - KRS Chapter 630 Status Offenses
        - KRS 630.010 Purposes of chapter regarding status offenders.
        - KRS 630.120 Conduct of dispositional hearings—Prohibition against commitment for certain alcohol and tobacco offenses.
    - 2016 KY Acts Chapter 115

9) 42 U.S. Code Chapter 7, Subchapter IV-Grants to States for Aid and Services to Needy Families with Children and for Child Welfare Services, Part B, Child and Family Service, and Part E, Federal Payments for Foster Care and Adoption Assistance (42 U.S.C. 620-629m; 42 U.S.C. 670-679)
10) 45 C.F.R. Subchapter G, The Administration on Children, Youth, and Families, Foster Care Maintenance Payments, Adoption Assistance, and Child and Family Services (Includes Part 1355, General; Part 1356, Requirements Applicable to Title IV-B; and Part 1357, Requirements Applicable to Title IV-E)
11) 42 U.S.C. 601(a)(1), Block Grant to States for Temporary Assistance for Needy Families, Purpose
12) Comment

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3. 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.
4. Upon expiration of this agreement or its termination by either party for any reason, the parties agree to use their best efforts to provide for an orderly transition and transfer of children or youth to another Provider.

2.03 Quality Assurance

The Provider) shall:

1. Comply with the federal requirements related to the National Youth Transition Database (NYTD) by cooperating and entering all independent living services provided to a youth age 16 and older who are in care at any time during the reporting period (one day or longer) in NYTD prior to the end of the reporting period. NYTD reporting periods are: October 1st through March 31st and April 1st through September 30th.
2. Assist in the collection of NYTD Surveys (to collect outcome information) for eligible youth while they are in state's custody. Surveys are collected on or around a child's 17th birthday, again around the youth's 19th birthday and again around the youth's 21st birthday, with DCBS emailing a list of eligible survey youth to the Provider with information on when to return the completed survey(s).
3. Complete a DPP-1293 Rehabilitative Services Plan of Care Approval form for each child needing therapeutic services and being served under this agreement. A completed DPP-1293 shall be submitted to the child's DCBS worker within 30 days of the child's placement with the Provider and every six (6) months thereafter, as long as the child is placed with the Provider.
4. Enter the information contained within the DPP-1294A into PCC Tracking by the 4th calendar day of each month, following the month of service, to reflect caseworker visits to the child.
5. Submit the DPP-1294B by the 15th calendar day of the month, following the month of service, to the child's Cabinet social services worker and maintain a copy with the Provider. The DPP-1294B, Rehabilitative Services Monthly Progress Report, is a required form.
6. Comply with the following reporting provisions from Section 2.00:
   A. 8.B.(1)
   B. 10.A.
   C. 10.B.
   D. 10.D.
   E. 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.
   A. This provision shall apply to all agreement services, including services sub agreed by the Provider.
   B. The Cabinet may take necessary action up to and including requiring safety planning and/or plans of correction, limiting referrals of children in the custody of the Cabinet, and/or terminating this agreement for negative findings identified during an onsite visit, monitoring, or quality assurance review.
10. Submit data and reports as requested by the Cabinet or its agent, including the comparative report data.
11. Provide demographic information, if requested, to support the diligent recruitment of potential foster and adoptive families that reflects the ethnic and racial diversity of children in the State for whom foster and adoptive homes are needed.
12. Respond to any statement of deficiencies issued by the Cabinet, its agent or persons acting on behalf of the Cabinet by submission of and compliance to a corrective action plan based on monitoring results.

13. The Provider shall be responsible for monitoring, fiscal, and/or program exceptions established by evaluation, monitoring, and/or audit of this agreement, and promptly settle any monitoring, fiscal, and program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by the Cabinet.
14. Participate in Cabinet initiated discussions related to issues regarding quality of care.
15. Once the Provider and the Cabinet have identified the cause(s) for concern and have noted resources available to address these issues, the Provider shall provide a written response to the Cabinet regarding the identified areas.
16. Participate in focused consultation and/or technical assistance and/or complete a performance improvement plan addressing identified concerns. The Provider also agrees to work with the oversight entity monitoring the performance improvement plan.

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

2.05— 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

2.06–Related Documents and Materials Incorporated by Reference

The following documents and attachments are incorporated by reference and should be used where appropriate:
PCP Attachment A – Private Child Care Provider Agreements Rate Schedule
PCP Attachment B – Addendum to Provide Adoption Services
PCP Attachment C – Invoice and Legal Authorization
PCP Attachment D – Subagreement for Foster Family Care for Children and Per Diem Rate Schedule
PCP Attachment E – Standards of Care

Exhibit A – Required Affidavit for Bidders or Offerors

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

SECTION 3–FINANCE TERMS AND CONDITIONS OF THE CONTRACT

3.00–Beginning of Work

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

3.01–Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department named on the Title Page and approved by the Division of Procurement and Grant Oversight, consisting of the following:

1. This written agreement and any subsequent written amendments to this agreement; and

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2. Any clarifications concerning the Contractor's proposal.

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

3.02—Term of Contract

The term of the Contract is to be for the period of July 1, 2022 through June 30, 2023.

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

3.03—Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Department named on the Title Page of the Cabinet for Health and Family Services prior to the effective date of such modification or change. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Sole Point of Contact on the Title Page for consideration and decision.

3.04—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 communications of a contractual or legal nature are to be in writing and sent to

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

with a copy to the Sole Point of Contact listed on the title page immediately preceding the Table of Contents.

Notices made by the Department to the vendor shall be sent to the Vendor Representative listed in the Extended Description of Commodity Line 1 of the resulting contract.

3.05—The Contract

The **Department** has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the **Vendor** is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

3.06—Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction, and performance of this contract shall be governed by the laws of the Commonwealth of Kentucky. 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.

3.07—Cancellation

Either party may cancel the agreement at any time for cause or may cancel without cause with thirty (30) days written notice by registered or certified mail.

3.08—Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

3.09—Authorized to do Business in Kentucky

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

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

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

Businesses can register with the Secretary of State at https://secure.kentucky.gov/sos/ftbr/welcome.aspx

3.10—Invoices for Fees

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.

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 3.02. 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.

3.11—Expenses

Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein:

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

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

3.12—Purchasing and Specifications

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

3.13—Conflict-of-Interest Laws and Principles

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

3.14—Campaign Finance

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

3.15—Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030(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 any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

***3.16—Social Security* (check one)**

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

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

3.17—Violation of Tax and Employment Laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, 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 contract 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 that 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 contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

x 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.

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

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

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

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

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

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

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

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in

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whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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

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

The following standard terms and conditions shall be applicable to the solicitation and any contract(s) awarded.

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 shall prevail.

4.02—Contract Conformance

If first party determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract, the first party may request the Vendor to deliver assurances in the form of additional Vendor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Vendor.

4.03—Advertising Award

The Vendor 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.

4.04—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.

4.05—Minority Recruitment, Hiring, and Reporting Requirements

The Vendor 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.

4.06—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, Division of Procurement and Grant Oversight and the Division of Accounting Services.

4.07—Bankruptcy

In the event the Vendor 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.

4.08—Vendor 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 Vendor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

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 Vendor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Second Party and or its Subcontractor(s); (c) the policies and procedures of the Vendor, specifically including all Vendor employment practices employed by Vendor 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 Vendor or any of the Vendor'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) Vendor failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Vendor 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, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, 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 Vendor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Vendor shall cooperate and shall require that any Sub Vendor 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—Code of Ethics

The Vendor 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 as designated by CHFS that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Vendor to abide by the applicable code of ethics shall result in the immediate termination of the contract.

4.15—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 identifying the

appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.16—Service Delivery Requirements

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

1. All applicable federal and state statutes and regulations as they are currently in effect;
2. 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
3. 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 Vendor and CHFS and submitted to a federal agency.

4.17—Total Amount of Funds and Budget Revisions

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

4.18—Subcontractors

Unless provided in the scope of work and pre-approved at the Cabinet level, the Vendor 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 Vendor and personnel assigned for services thereunder. The Vendor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

All references to the Vendor shall be construed to encompass both the Vendor and any subcontractors of the Vendor.

1. <u>Responsibility for Subcontractor Contract Requirements</u>

   The Vendor shall have a Contract with any subcontractor that the Second Party 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 Vendor'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 Vendor'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 Vendor 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 Vendor 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 Vendor, 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.

2. Subcontractor Monitoring Requirements

The Vendor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Vendor's contract with the subcontractor. The Vendor 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 Vendor 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.

4.19—Indirect Cost

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

4.20—Financial Record Retention

The Vendor 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).

4.21—Response/Compliance with Audit Findings

The Vendor 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 Vendor's delivery to CHFS, for CHFS's 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 Vendor shall bear the expense of compliance with any finding of noncompliance under this Section that is:

1. Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Vendor's business;

2. Performed by Vendor as part of this Contract; or

3. Necessary due to Vendor's noncompliance with any law, regulation, rule, or audit requirement imposed on Vendor.

4.22—Equipment and Property

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

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

1. Property of CHFS

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

2. Property Control Ledger/Logs

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

   A. CHFS Property Tag Number;

   B. Equipment serial number;

   C. Full Description of the item including make, model, color, etc;

   D. Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);

   E. Date of purchase and/or lease;

   F. Location where the equipment and furniture are located, include full address and state building number when applicable; and

   G. Name of individual responsible for the equipment.

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

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

3. Requirement of Inventory

A. Inventory Tracking

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

B. Loss/Destruction

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

C. Surplus

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

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

ii. The contract is terminated; or

iii. The contract period ends and will not be renewed.

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

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

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

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4.23—Maintenance of Insurance

During the term of this Contract, the Vendor 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 Vendor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Vendor and the Subcontractor(s) in the performance of this Contract. The Vendor 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 Vendor and any Subcontractor are 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 Vendor 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 Department.

CHFS shall not be responsible for any premiums or assessments on the policy or policies held by the Vendor or any Subcontractor under this Contract. CHFS may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Cabinet. Should CHFS exercise this option, it shall be fully reimbursed by the Vendor, either by Vendor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.
Vendor shall notify CHFS within five (5) business days of any cancellation or interruption of Vendor or Subcontractor's insurance coverage. CHFS shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Vendor and CHFS. Vendor 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 Vendor 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.

4.24—Research Project Approval and Institutional Review Board Requirements

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 920 KAR 1:060 which provide for a Cabinet review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects, which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the Cabinet for Health and Family Services Institutional Board. No research may begin until such time as the Board reviews and approves the project.

4.25—Scientific Misconduct

The Vendor 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 CHFS Policy for Responding to Allegations of Scientific Misconduct as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Vendor shall immediately report to CHFS any activity reported to the Vendor under these terms and conditions. Notice shall be sent in writing to the Department.

4.26—Intellectual Property

The Vendor agrees that any formulae, methodology, other reports and compilations of data provided by the Department to the Vendor 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 Vendor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Vendor 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 materials 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 Vendor 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:

1. Patents;
2. Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or
3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

4.27—Turnover Assistance

Upon receipt of notice of termination of the Contract from CHFS, the Vendor 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.

4.28—Licensure, Certification, and Registration

The Vendor shall:

1. 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;
2. Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and
3. Produce copies of any employee's license, registration and/or certification at the request of CHFS or the Cabinet's designee.

4.29—Permits, Licenses, Taxes, and Laws

The Vendor 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 Vendor shall pay any sales, use, personal property and income 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 Vendor.

4.30—Legal Proceedings

Except as specifically disclosed in writing to CHFS by the Vendor, prior to the date of this Contract, Vendor certifies there are no suits, investigations, or other proceedings pending or threatened against Vendor or any subcontractor which would have a material effect on Vendor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Vendor 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 Vendor related to this Contract. The Vendor shall send written notice to the Department.

4.31—Certification Regarding Drug Free Workplace

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

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

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

   A. The dangers of substance use in the workplace;

   B. The Vendor's policy of maintaining a drug free workplace;

   C. Available substance counseling, rehabilitation and employee assistance programs; and

   D. The penalties that may be imposed upon employees for substance use violation.

4.32—Confidential Information

The Vendor 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 Vendor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Vendor. The Vendor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

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

2. 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

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

4. Information required to be disclosed by law.

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

The Vendor is a nonaffiliated third party as defined by KRS 61.931, and as such agrees to protect personal information in accordance with KRS 61.932 and KRS 61.933.

4.33—Confidentiality, Confidentiality Agreements, and Limitations on Information and Data Use

The Vendor 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 Vendor 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 Vendor agrees as follows:

1. The Vendor 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.

2. 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 Vendor, 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.

3. 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.

4. The Vendor 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.

4.34—HIPAA Confidentiality Compliance

The Vendor 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 Vendor is determined to be a business associate under HIPAA Privacy Rule, the Vendor agrees to execute a separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

4.35—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 Vendor.

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

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

In addition to Section 3.18, the following is required:

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

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

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not, based on membership in a protected class: denied aid, care, services, or other benefits provided under this contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility or meeting other requirements or conditions that must be met to receive benefits.

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

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

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

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

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on limited English proficiency (LEP), the Contractor agrees to provide meaningful

language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The language services shall:

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

B. Have a method of identifying LEP individuals; and

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

4.37 - Performance Improvement Process

The Department will work with the Provider to resolve any performance issues that may arise.

1. Performance Improvement Process:
   a. Letter of Concern

      Should the Department determine that the Provider or any Subvendor is in violation of any requirement of this Agreement, the Department shall notify the Provider of the deficiency through a "Letter of Concern". The Provider shall contact the designated Department's representative within three (3) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Provider fails to timely contact the designated representative regarding a Letter of Concern, the Department shall move forward, requiring the provider to develop an independent Corrective Action Plan.

   b. Corrective Action Plan

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

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

      Failure of the Provider to respond to a Letter of Concern within three (3) business days of receipt may result in the temporary suspension of additional placements by the Department. Failure of the Provider to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in continued suspension of placements and/or removal of children currently in placement.

   d. Request for Extension

      Upon request, the Department may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Provider shall request an extension of time in writing from the Department's designated representative. The written request shall contain a justification and proposed extension period.

2. Failure to Correct any identified deficiency may result in action pursuant to 3.07 - Cancellation of the Agreement.

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

   a. **Placement stability-**The provider will work in partnership with the Department to develop accurate performance data on placement stability for children while placed within the provider's foster care program. Performance will be measured by calculating the number of moves/discharges occurring within a child's placement with a licensed foster care location divided by the total number of days in the licensed foster care location during the reporting timeframe. This number will then be multiplied by 1000 to achieve a "moves per 1000 days" ratio for comparison purposes. Providers will accurately report placement moves within specified timeframes. Upon provision of performance data to providers by the Department, providers will communicate any discrepancies to designated staff within the Division of Protection and Permanency within 15 days. The period of this agreement will be considered a "hold harmless" period, in which no incentives or penalties will be issued based on performance on this measure.

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PCP ATTACHMENT A

STATE FISCAL YEAR 2023
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 PCP Agreement, and other special expenses set forth in this attachment and additional Medicaid services not covered in the per diem that may be billed and reimbursed by Medicaid. The admission date of the child shall be included for payment but the release date is excluded from payment, EXCEPT for emergency shelters where both the admission date and release date of the child shall be included for payment.

If assigned a level of care on or after July 1, 2022 or upon the next utilization review

Therapeutic Foster Care	**Daily Rate**
Level of Care I	$44.82
Level of Care II	$83.16
Level of Care III	$139.96

Independent Living	**Daily Rate**
Level of Care I or II	$83.16
Level of Care III	$139.96

If assigned a level of care prior to July 1, 2022

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**

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

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

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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 lifebook 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.

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

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

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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 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.

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PCP 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:

EXAMINED AS TO FORM AND LEGALITY:

_____
Signature

_____
Printed Name
Attorney, Cabinet for Health and Family Services

APPROVED:

_____
Signature

_____
Printed Name
Authorized Official, Cabinet for Health and Family Services

_____
Signature

_____
Printed Name
Authorized Official, Private Child Care Provider

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PRIVATE CHILD CARE FOSTER PARENT ADOPTION
SCOPE OF WORK

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 the original PCP adoptive home study packet, a copy of the most recent re-evaluation, a copy of the family's current training record, current background checks, current level of care for the child, and the PCP foster parent's daily rate for the child within five working days of the request. 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 and other relatives as appropriate;
15. Foster parent attitudes about contact with birth siblings, other relatives, and thoughts on handling the contact;
16. 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;
17. The status of the child's lifebook;
18. The child's continued involvement in mental health services as recommended/needed for the child post-adoption; and
19. How the child's level of care and PCP daily rate to the family is used in determining the adoption assistance monthly maintenance amount that is allowable by DCBS.

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.

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Following TPR, the Cabinet recruitment and certification 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. During the course of the adoption assistance discussion, 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 given by the appropriate SRA or designee on a case by case basis. Designated Cabinet staff, 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/DPP 1258D) are approved by the service region administrator or designee a copy of the signed adoption assistance requests and Adoption Assistance Agreements shall be returned to the Agency social service worker. The Agency social service worker assists with obtaining the signatures of the Agency foster parent on the adoption assistance agreements and provides the original to the recruitment and certification worker as needed. The PCP shall be given a two-week notice prior to the effective date of the Adoption Assistance to allow them to prepare for discontinuing the PCP foster payments to the 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 the Adoption Placement Agreement (DPP-195). The Agency social service worker shall be asked to assist in obtaining signatures on the adoptive placement agreement from the Agency foster adoptive family and the Agency representative. 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 on the effective date of the signed DPP-195. 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 effective, 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 for a minor child/ren. The Agency shall be reimbursed $2,000 for a single minor child upon the legal finalization of the adoption. The Agency shall be reimbursed $500 for each additional minor sibling finalized in the same home.

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Actions taken under this Addendum to provide adoption services shall be in accordance with 922 KAR 1:050. State funded adoption assistance, 922 KAR 1:060. Federal Title IV-E adoption assistance and 922 KAR 1:100. Public agency adoptions. The foster or adoptive family shall have appeal rights as set forth in 922 KAR 1:320. Service appeals

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PCP 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

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PCP 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:
   a. Accept any child or children mutually agreeable to the parties that are referred by the Agency into their home for temporary foster care;

   b. 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;

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c. Model and teach pro-social behavior, daily living skills, self-care skills, and model family roles, relationship building, and decision-making skills;

d. Celebrate and acknowledge the child's achievements, and support opportunities for the child to pursue his or her talents, hobbies, and interests;

e. Ensure the child's access to age and developmentally appropriate, social, and recreational activities;

f. 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;

g. 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);

h. 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;

i. 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;

j. Comply with the general supervision and direction of the Agency concerning the care of the child or children;

k. 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;

l. 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;

m. 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:
    1) Exercise care, skill, and judgment in their decisions and conduct;
    2) Consider factors unique to each child such as:
        i. Age;
        ii. Maturity;

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iii. Abilities;
iv. Culture;
v. History and past behavior;
vi. Current behavior; and
vii. 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.

n. 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;

o. Develop and maintain a lifebook and medical passport for each child receiving services or care under the provision of this agreement;

p. Surrender such child or children to the authorized representative of the Agency and/or Cabinet at any time upon request;

q. 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:

(1) 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.

(2) 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.

(3) 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.

(4) 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

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(5) 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.

(6) The foster parent will make health information of a foster child available to the Cabinet as requested.

r. 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;

s. 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;

t. 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;

u. Comply with 922 KAR 1:310 which prohibits the use of corporal punishment with committed children;

v. Cooperate with the Agency and/or the Cabinet in the handling of any grievances from clients relating to foster care services; and

w. Reimburse the Agency for any overpayments found as a result of fiscal audits or monitoring.

x. Provide a minimum fourteen (14) day written notice of the request to cancel this subagreement and terminate their affiliation with the Agency.

y. Ensure ammunition and firearms are inaccessible to a child in accordance with KRS 527.100 and 527.110.

z. Cooperate with the implementation of the permanency goal of the child or children.

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aa. 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:

a. 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;

b. 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;

c. 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;

d. Provide a social service worker to visit and counsel the child or children and supervise their care;

e. Provide counseling and supportive services to the Foster Parents in relation to the foster child or children;

f. Comply with 922 KAR 1:310, and other applicable laws and regulations relating to the provision of foster care services;

g. 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;

h. 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 therapy/counseling, etc., if deemed necessary by the Cabinet;

i. Provide training that builds parenting skills and supervision to the Foster Parents that will assure compliance with this Agreement.

j. 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.

k. 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 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.

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l. 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.
    a. 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
    b. 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.
    c. Ensure that a foster parent approved by the agency is trained to:
        i. Apply the reasonable and prudent parenting standard as required by 922 KAR 1:495.
        ii. Exercise care, skill, and judgment in their decisions and conduct;
        iii. Consider factors unique to each child such as:
            a. Age;
            b. Maturity;
            c. Abilities;
            d. Culture;
            e. History and past behavior;
            f. Current behavior; and
            g. Length of time in placement;
        iv. Consider whether the activity is suitable based on the child's mental, behavioral and physical abilities and past experiences;
        v. 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);
        vi. 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;
        vii. Comply with state laws regarding age restrictions and safety requirements;
        viii. When applicable, provide all reasonable safety equipment; and
        ix. Not make a decision that is contrary to a pre-existing court order.

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m. 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;
   13. Surgery; or
   14) Operation of an ATV other than allowed by KRS 189.515.

n. 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.

1. The period within the current fiscal year during which this agreement is in effect is from July 1, 2022 through June 30, 2023.

2. It is expressly understood by the parties to this agreement:

   a. 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;

   b. 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;

   c. That legal custody of the child or children shall at all times remain with the Cabinet;

   d. 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;

   e. 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.

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f. 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;

g. 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

h. 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

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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.

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

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11. 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.

12. 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.