

OK AS TO FORM
RM 8-12-14



Commonwealth of Kentucky

CONTRACT

IMPORTANT
Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Stewart B McKinney Homeless	
Doc ID No: PON2 540 1500000133 1	Procurement Folder: 3461424
Procurement Type: Memorandum of Agreement	
Administered By: DRU HAWKINS	Cited Authority: FAP111-44-00
Telephone: 502-564-1979	Issued By: Dru Hawkins

C O N T R A C T O R	TREAS JEFFERSON CO
	BOARD OF ED PO BOX 34020
	LOUISVILLE KY 40232-4020
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Stewart B McKinney Homeless		0.00		0.00000	197,365.00	197,365.00

Extended Description

Effective Date: August 1, 2014 Expiration Date: September 30, 2015
Accounting Template: E86134 MUNIS PROJECT #316A CFDA #84.196A

Homeless education funds are awarded on a competitive basis to school districts to assure that all homeless children and youth have equal access to the same free, appropriate public education-including public preschool education, provided to other children and youth in the district. Funds may be used to provide enriched supplemental instruction, transportation, professional development, referrals to health care and other services facilitating the enrollment, attendance, and success in school of homeless children and youth.

Method of Payment: District will submit MUNIS expenditure report on a quarterly cost reimbursement basis consistent with the approved KDE budget. A final MUNIS expenditure report must be received within 60 days of the expiration date of the contract.

This is a federal grant and contingent upon the availability of funds.

B I L L T O	376761	S H I P T O
	KDE DIV OF BUDGETS	
	500 MERO STREET	
	16TH FLOOR CAPITAL PLAZA TOWER	
	FRANKFORT KY 40601	
US		

Total Order Amount: 197,365.00

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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: _____ Title: for Commissioner Date: _____

2nd Party X: _____ Title: Superintendent Date: _____

DUNS# 062984430

Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

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**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions**

SCOPE OF WORK:

The homeless education funds are awarded on a competitive basis to school districts to assure that all homeless children and youth have equal access to the same free, appropriate public education - including public preschool education, provided to other children and youth in the district. Funds may be used to provide enriched supplemental instruction, transportation, professional development, referrals to health care, and other services facilitating the enrollment, attendance, and success in school of homeless children and youth.

This contract authorizes funding or the contract period based upon the availability of funds.

Billing:

Remit all invoices, bills, or requests for payment to: Dru Hawkins, Kentucky Department of Education, Division of Budgets and Financial Management, 500 Mero Street – 16th Floor Capital Plaza Tower, Frankfort, KY 40601, or send by email to dru.hawkins@education.ky.gov

This contract authorizes funding for the contract period based upon the availability of funds. The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

BUDGET:

Stewart B McKinney Homeless 2014-2015

Description	Budget Amount
Salaries (0100)	135,827.50
Benefits (0200)	50,273.24
Other Professional Services/Registration (300)	
Purchased Property Services (0400)	
Other Purchased Services (0500)	4,795.76
General Supplies (0600)	6,468.50
Property & Equipment (0700)	
Field Trips, Dues & Fees (0800)	
*Includes summer Migrant program	
Indirect Cost (0900)	
Total	\$197,365.00

METHOD OF PAYMENT:

District will submit MUNIS expenditure report on a quarterly cost reimbursement basis consistent with the approved KDE budget. A final MUNIS expenditure report must be received within 60 days of the expiration date of the contract.

This is a federal grant and contingent upon the availability of funds.

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FINANCIAL REPORTS:

Both Parties to this contract agree that financial reports must be filed throughout the term of the contract as per the language in the scope of work. A final technical report must be filed within thirty days of the conclusion of the contract. The financials will be used to help evaluate the program's effectiveness and provide for the program's accountability.

Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Cancellation clause:

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

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 day's written notice of termination of the contract.

Federal Funding Accountability and Transparency Act Compliance

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

*More than 80% of the Second Party's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$25,000,000 annually, and

*Compensation information is not already available to the public.

Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service

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contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

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(9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor 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 shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's 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

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Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

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

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.