



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: 730 FRYSC BOE Region 3 SFY16

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Procurement Folder: 3896916

Procurement Type: Memorandum of Agreement

Administered By: DOUGLAS HOLT

Cited Authority: FAP111-44-00

Telephone: 502-564-4986

Issued By: DOUGLAS HOLT

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JEFFERSON COUNTY BOARD OF EDUCATION

VANHOOSE EDUCATION CENTER

PO BOX 34020

LOUISVILLE KY 40218

US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Jefferson Co FRYSC FY16		0.00		0.00000	6,983,347.20	6,983,347.20

Extended Description

Administer the Family Resource and Youth Services Centers program within the parameters established in the approved plan(s) and this agreement. Employ full time center coordinator(s) responsible for the provision of both core and optional components to students and/or families served by the school(s) either onsite or offsite through referral to existing services or by direct provision if no alternative exists. The school district centers are as follows: Adams YSC, Atherton HS YSC, Auburndale FRC, Bates/Tully FRC, Blake FRC, Bloom-Hawthorne FRC, Breckinridge/Franklin FRC, Brown/Central FRYSC, Byck FRC, Cane Run FRC, Carter/Duvalle FRC, Chenoweth/Jaeger FRC, Circle FRC, Conway YSC, Coral Ridge FRC, Crums Lane FRC, Cubs To Bruins YSC, D.O.S.S. YSC, Den Of Pride FRC, Dixie/Johnsontown Road FRC, Englehard FRC, Fairdale El FRC, Fairdale HS/Southpark Tapp YSC, Family Connection FRC, Farnsley YSC, Field El FRC, Foster FRC, Gutermuth FRC, H.E.L.P. YSC, Hazelwood FRC, Helping Hands FRC, Helping Hearts And Hands FRC, Highland MS YSC, Hite-Middletown FRC, Hopes FRC, Hugs FRC (Rutherford EL), Indian Trail FRC, Iroquois HS YSC, Olmstead Academy South YSC, Jacob FRC, JB Atkinson FRC, Jeffersontown Chargers YSC, Johnson MS/Butler HS YSC, Kennedy/Brandeis FRC, Kerrick/Eisenhower FRC, Kenwood Kubs Count FRC, Lassiter MS YSC, Layne/Wilkerson FRC, Liberty YSC, Lincoln/Dawson Orman FRC, Martin Luther King, JR FRC, Maupin FRC, McFerran FRC, Meyzeek YSC, Mill Creek FRC, Minors Lane FRC, Moore Community YSC, Nannie Lee Frayser FRC, Newburg MS YSC, Noe MS YSC, Okolona FRC, Phillis Wheatley FRC, Portland FRC, Rangeland FRC, Robert Frost MS YSC, Roosevelt-Perry FRC, Semple/Churchill Park FRYSC, Shacklette FRC, Shawnee HS YSC, Shelby/Waller-Williams FRYSC, Smyrna FRC, Southern HS YSC, Frederick Law Olmsted Academy North YSC, Star Center FRC, Stepping Stones FRYSC, Steps Center FRYSC, Stuart Spartan YSC, The Bridge FRC, The Kid Connection FRC, The Link FRYSC, The Nesting Place FRC, The Ridge Connection FRYSC, Thomas Jefferson YSC, TLC FRC, Goldsmith FRC, Seneca Binet FRYSC, Trunnell FRC, Valley HS YSC, Watson Lane FRC, Wellington FRC, Western HS YSC, Western MS YSC, Westport's Intervention Network CTR YSC, Whitney Young FRC, Wilder-Zachary Taylor FRC and Youth Connection Services YSC. Method of Payment: Upon receipt of invoice. Source of funds: Funds transferred pursuant to KRS 156.497. 100% General Funds. Term of contract 7/1/15 to 6/30/16.

Contact Person: Dr. Donna Hargens, Superintendent 502-485-3011

Extended Description

B I L T O			S H I P T O		
	CHFS DFRCVS/FRYSC				
	275 EAST MAIN ST 3C-G				
	FRANKFORT	KY 40621			
	US				

Total Order Amount:	6,983,347.20
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Approvals:

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

1st Party:

Signature Title

Printed name Date

2nd Party:

Donna M. Hargens Superintendent Jefferson County
Signature Title District

Pending Board Approval
DONNA M. HARGENS 6/23/15
Printed name Date

Other Party:

Signature Title

Printed name Date

Approved as to form and legality:

Jennifer W. Dising
Attorney

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Title Page

For

**Memorandum of Agreement
Between A State Agency and Other Governmental Body or Political Subdivision**

**Cabinet for Health and Family Services
Department for Family Resource Centers and Volunteer Services**

Family Resource and Youth Services Centers (FRYSC)

**Douglas Holt, Contract Specialist
Department for Family Resource Centers and Volunteer Services
275 East Main Street, 3C-G
Frankfort, KY 40621
Telephone: (502) 564-4986
Fax: (502) 564-6108
E-mail: Douglas.Holt@ky.gov**

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Section 1—Administrative Overview

1.00—Purpose and Background

Pursuant to statutorily established and continuing eligibility in the designated school(s), provide local administration of the Family Resource and Youth Services Centers (FRYSC) program within the parameters established in the approved plan(s) and this agreement. Employ full-time center coordinator(s) that shall be responsible for the provision of both core and optional components to students and/or families served by the school(s) either on-site or off-site through referral to existing services or by direct provision if no alternative exists. Provide activities and additional services as deemed necessary by local need surveys and described in the approved plan. The Cabinet will provide funding, training, support and technical assistance to the District in the local administration of this program.

1.01—Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Family Resource Centers and Volunteer Services, is issuing this Contract on behalf of the Division of Family Resource and Youth Services Centers. The Department for Family Resource Centers and Volunteer Services is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02—Communications

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

1.03—Terminology

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

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

Contract Specialist, Buyer, Purchaser, or Contract Officer

Proposal, or Offer

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

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

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

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1.04—Definitions

For the purpose of this contract the following Acronyms will be used:

(DFRYSC) Division of Family Resource and Youth Services Centers
(FRYSC) Family Resource and Youth Services Centers
(DCBS) Department for Community Based Services
(KTAP) Kentucky Transitional Assistance Program
(CHFS) Cabinet for Health and Family Services
(IC) Infinite Campus

1.05—Organization

This contract is organized in the following manner:

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

Section 2—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

Exhibits— Procurement Requirements

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

Forms—OPTIONAL—A Budget may be attached depending on the structure of the cost information.

Section 2—Scope of Work

2.00—Services Required

The Second Party shall:

Provide local administration of the FRYSC program and ensure a supportive environment and framework for each center to operate and perform in compliance with the requirements listed herein, including but not limited to, the requirements of the Division of Family Resource and Youth Services Centers (DFRYSC) set forth in KRS 156.496, as amended.

2.01—Deliverables

The Second Party shall perform the following services:

A. Approved Plan

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1. Ensure the submission of an annual plan for each center, which must be approved by the Cabinet prior to the awarding of funding. The Second Party shall ensure that each submitted plan meets the following requirements:

- a. Ensure that each center complies with the provisions set forth in its approved plan, for:
 - 1) Financial operations;
 - 2) Marketing services and activities;
 - 3) Training support staff and school personnel;
 - 4) Minimizing stigma of participants;
 - 5) Involving parents and families;
 - 6) Self-evaluation of the Center's program; and,
 - 7) Granting priority status for receipt of services to economically disadvantaged students and families, if resources are limited.
 - 8) The Approved Plan is hereby incorporated by reference, as if fully set forth herein.
- b. Ensure that each center develops and maintains procedures pertaining to parental or guardian consent for children who receive services, except when state or federal law supersedes this requirement, and for sharing confidential information with other service providers.
- c. Ensure that each center develops and adheres to approved action components that address the core components as outlined in the New or Continuation Program Plan relative to whether the center is a Family Resource Center, Youth Services Center or Family Resource and Youth Services Center and any optional components. Each component within the plan shall be addressed by an individual action component in a way that is consistent with the needs assessment.
- d. Ensure that the center revises elements of the programs included in the action components of the approved plan as needed with submission and approval of the proposed revision(s) on the form specified by the Cabinet and submitted to the appropriate DFRYSC Regional Program Manager (RPM), except during the last sixty (60) days of the agreement.
- e. Ensure that, prior to the direct provision of services by a center, the center staff shall promote identification, coordination, and utilization of existing resources to meet the needs identified in the needs assessment and in accordance with its action component plans.
- f. Ensure that local centers develop specific optional components, as needed, that shall be based on needs assessments and that these optional components shall be developed in a way that promotes the identification, coordination, and utilization of existing resources.
- g. Ensure that each center coordinates and collaborates with state and local agencies or organizations for the provision of student and family support services.
- h. Ensure that middle or high schools served by FRYSCs participate in the Youth Risk Behavior Survey if selected for inclusion by the Centers for Disease Control and Prevention.

B. General Personnel

1. Ensure that center coordinators and center staff spend 100% of their time, which is paid with funds provided under this agreement, in job duties and functions directly related to the operation of the center and center programs, services and activities.

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2. Ensure that center staff work under the supervision of the center coordinator.
3. Evaluate all center staff according to local district policy but, at a minimum, biennially utilizing position-specific protocols.
4. Ensure that center coordinators coordinate the hiring, evaluation, and reassignment of staff paid with FRYSC funds.
5. Ensure that no center coordinator spends any of his/her time in the supervision of other center coordinators or staff that is not directly related to center programs.
6. Ensure that center coordinators are responsible for carrying out the activities specified in the approved New or Continuation Program Plan.
7. Ensure that Administrative Staff shall not assign coordinators duties that are unrelated to the implementation and/or operation of the center.
8. Ensure that, although center coordinators are eligible to apply for extra service duties outside established center operation hours, they shall not spend any of their required time, which is paid under this agreement, performing these duties.
9. Ensure that the center coordinator, additional full-time or part-time center staff, and volunteers, have a criminal record check for individuals with supervisory relationships with students upon initial employment and may be subject at any point thereafter to be in compliance with all local District policies.
10. Ensure center staff are in compliance with time and attendance requirements.

C. Advisory Council

1. Ensure that each center adheres to the following requirements and maintains the following for each center:
 - a. A local advisory council whose voting membership is comprised of:
 - 1) At least one-third (1/3) parents/caregivers who are not employees of the school district in any capacity and who reflect the composition of the school(s) community in gender, racial, ethnic and socio-economic status;
 - 2) Not more than one-third (1/3) staff representing the school(s) served by the center;
 - 3) The remaining council members must be made up of representatives from community partners;
 - 4) And, at least two (2) students in a Youth Services Centers or a Family Resource Youth Services Centers.
 - b. Ensure that advisory council meets at least every other month to maintain program and fiscal review of the center operations through ongoing discussion including the following:
 - 1) Needs assessment;
 - 2) Component updates;
 - 3) Budget and fiscal reports; and,
 - 4) Evaluation activities.

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c. Ensure that the advisory council maintains ongoing communication with the local school board and the School-Based Decision-Making Council(s) in accordance with the procedures outlined in the FRYSC Administrators Guidebook.

d. Ensure that the advisory council carries out its function and responsibilities in accordance with the approved plan.

e. Any change to the advisory council membership requires timely notification (within 2 weeks of the change) to the Cabinet through the DFRYSC Regional Program Manager.

D. Site Location(s)

Ensure that each center is located in or near the participating school(s) with any change in site location requiring prior approval from the Cabinet through the DFRYSC Regional Program Manager and, if appropriate, a revision to the Approved Plan on the form specified by the Cabinet.

E. Records

1. Ensure that each center shall be designated and recognized as the Custodian of the FRYSC records and family and individual FRYSC records. As such, the Second Party shall ensure that each center shall meet the following requirements:

a. The Custodian shall maintain family and individual FRYSC records in accordance with procedures outlined by the DFRYSC School Administrators Guidebook.

b. Centers shall maintain all records on-site as outlined in the recordkeeping section of the DFRYSC School Administrators Guidebook.

c. Information contained in the individual or family records shall not be shared, without the written consent of the student's legal guardian, or other person or agency exercising custodial control or supervision, or unless required by law or the terms of this agreement.

d. Individuals younger than age 18, who meet qualifications specified in existing federal and state laws, may also give consent for certain specified information.

e. Exceptions are:

- 1) DFRYSC monitoring;
- 2) Responding to federal and state laws and regulations mandating a report (i.e., the duty to warn in the event someone threatens harm to self or others, the duty to report child or adult abuse or neglect); and,
- 3) Responding to court orders.

2. Ensure that activities, services, and/or legal agreements may be added to those set forth in the Second Party's proposal if they are approved and/or requested in writing by the Cabinet through the DFRYSC and fully executed by the Second Party. Said activities, services, and/or fully executed legal agreements shall be legally binding and shall become a part of this contract as if fully incorporated within.

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3. Ensure that records are maintained on file (including source documents) that provide a clear audit trail to authenticate all expenditures, including wages and other compensation. Said documentation shall be adequate to withstand an annual audit and shall be made available to the Cabinet upon request.

4. Ensure that records include time sheets or other appropriate documents that reflect 100% of time worked during each pay period. Said staff time shall be charged to the correct funding source that finances the task(s) performed.

5. Ensure that all documents are up to date and on file.

6. Ensure that FRYSC staff shall have access to Infinite Campus for recordkeeping purposes and that permissions are set within Infinite Campus in compliance with the requirements protocol outlined in the FRYSC Administrators Guidebook.

7. Ensure that the District FRYSC Contact and each center coordinator maintains access to, uploads required documents to, and routinely assures accuracy on information within the CHFS Web Portal (Green System).

F. General Responsibilities

Ensure that all services are performed in accordance with this contract, including any attachments and amendments thereto, as well as any and all applicable state or federal statutes or regulations, information releases or official issuances of the Cabinet, and the FRYSC School Administrators Guidebook, as if appended herein.

2.02—Programmatic Requirements

1. The Second Party shall ensure the following staffing requirements:

A. That it will maintain, at a minimum, one full-time coordinator for each center. Full-time shall be a minimum of 30 hours per week and 240 days per school year.

B. That the center advisory council must have a direct and shared role in the hiring of the center coordinator.

C. That a coordinator for a newly established center or a coordinator hired to fill a vacancy shall be hired within sixty (60) days of establishing the center or declaring a vacancy.

D. That the Regional Program Manager shall be notified by the District of all coordinator vacancies.

E. That in the event the hiring process exceeds sixty (60) days; the DFRYSC Director shall be notified in writing of the circumstances leading to the delay.

F. That the Second Party may request a waiver of the full-time center coordinator requirement, in writing. The decision to grant such a waiver shall rest in the sole discretion of the DFRYSC Director. In the event that the DFRYSC Director grants such a waiver, in no event shall it last longer than 1 year. Such waivers may be requested on a form approved by the Cabinet.

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2. The Second Party shall ensure the following informational/professional development requirements:

A. The coordinator of each center shall be required to attend the training events specifically mandated by the DFRYSC to ensure compliance with the DFRYSC Training Curriculum which include:

- 1) Orientation training for new coordinators;
- 2) Mentoring site visits for new coordinators;
- 3) An annual statewide training conference;
- 4) Regional meetings as scheduled; and,
- 5) Other training events as identified by the DFRYSC.

B. Other staff employed by the center shall attend training events specifically designed for their positions, when required.

C. The FRYSC District Contact shall be required to attend informational and training events designed for their positions.

D. Ensure that all principals within the district that serve schools with a center complete the DFRYSC Principal Training Module.

3. The Second Party shall ensure the following budgetary requirements:

A. Comply with the center funding allocation as listed with the FRYSC budget and narrative included in each center's approved program plan.

B. Ensure that funds are not moved from center to center unless specifically approved by the DFRYSC Director and then only for one year, unless re-approved. Funds shall only be utilized for schools served by centers listed in the contract.

C. Ensure that the amount(s) for each FRYSC allocation is substantiated by December 1 school district free lunch data or other eligibility requirements established by the DFRYSC.

D. Ensure that funds appropriated under this contract may not be used to supplant funds, services, activities, positions, or programs that the district is mandated to provide.

E. Ensure that amendments shall not be made to the FRYSC budget and narrative without prior submission of the amendment to, and approval of, the DFRYSC Regional Program Manager.

F. That any such amendment must be submitted on the form approved by the Cabinet.

G. That the Second Party may initiate minor budget changes up to 10% or \$100, whichever is greater, of an object code within an approved budget, cumulative within the fiscal year, without prior approval of the DFRYSC Regional Program Manager. All budget expenditures and amendments are initiated by the coordinator.

H. That any budget realignment of 10% or \$100, whichever is greater, or more requires prior approval of the DFRYSC Regional Program Manager. .

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I. It shall ensure that all budget amendments shall be submitted sixty (60) calendar days prior to the end of the state fiscal year.

J. That program funds cannot be expended on capital construction or acquisition or renovation projects, center utility costs, lease/purchase of vehicles, "Rent to Own" acquisition, direct or indirect district level supervisory or administrative salaries or fees for a consultant to provide grant writing services.

K. That if a Family Resource or Youth Services Center includes a core or optional component that utilizes program funds appropriated under this contract for basic needs or emergency assistance, the center's advisory council shall adopt a written narrative that explains (in detail):

1. The criteria and limit for these expenditures for basic needs or emergency assistance; and
2. An annual limit on program funds that can be used for financial assistance per family per fiscal year. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

It shall ensure that any program funds appropriated under this contract used for financial assistance only be made on behalf of the individual student or family. Program funds shall not be used to provide direct financial assistance to an individual student or family.

L. It shall ensure that if a center includes an expenditure of program funds appropriated under this contract for individual awards, recognition, or incentives, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

M. It shall ensure that if a center includes an expenditure of program funds appropriated under this contract for food, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

N. It shall ensure that if a center includes an expenditure of program funds appropriated under this contract for trips or travel for individuals other than center staff, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption. This provision shall not apply to travel for specific DFRYSC training for school staff or Advisory Council members.

O. It shall ensure that program funds shall not be used to pay for staff salaries unrelated to duties or job responsibilities pertaining to the implementation and operation of the center.

P. That the Second Party shall not make any disbursement of funds to a subcontractor until after services have been rendered and documented and required approvals have been received by the DFRYSC Regional Program Manager.

Q. It shall ensure that funds shall not be generated with contract dollars without written and fully executed legal agreements between the Second and Third Parties, plus written permission from the Cabinet through the DFRYSC Director.

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R Any money generated by the Second Party, its Subcontractors or other entities, from activities where part or all of the cost is borne as a direct cost to this contract must be coded by the Board of Education for usage by the center(s) that generated the funds.

S. That this funding includes but is not limited to such revenues as:

- i. The sale of tangible personal property;
- ii. Tuition and related fees (unless for a regularly offered course taught by the Second Party or one of its subcontractors);
- iii. Registration fees; and,
- iv. Patent or copyright royalties.

T. That the cost borne by the income shall not count toward satisfying any cost sharing or matching requirements under this agreement. All income shall be identified and documented for annual auditing purposes.

4. Distribute informational materials specifically provided by the Cabinet for Health and Family Services to students and families.

5. Shall ensure that all videos, and/or materials developed under this agreement are the property of the Cabinet and shall not be reproduced or distributed to any other entity, without written permission from the Cabinet through the DFRYSC Director.

2.03—Reporting Requirements

Second Party shall meet the following reporting requirements:

1. It shall submit to the DFRYSC, all required reports by the designated deadlines. Failure to comply with the aforementioned requirements may result in delayed payment of funds.

2. These reports shall include, but are not limited to, the following:

- A. A Continuation Program Plan due by March 1 of even-numbered years;
- B. Budget due yearly following the announcement of allocation amounts;
- C. A Funding Request/Invoice due by July 15;
- D. A year-end MUNIS financial report due by August 15;
- E. Infinite Campus year-end report due by August 15;
- F. Coordinator Training Tracking Forms to be uploaded to the District page in the Green System by August 15;
- G. Implementation and Results due by September 30;
- H. Free and Reduced Lunch numbers entered on the center information page in Green System by December 21.

3. Funding related to this contract is anticipated to be provided in two (2) one-year cycles, aligned with the biennial state budget. For the first year of the biennium, each center must submit a program plan to the DFRYSC consisting of a one-year budget with narrative, core and optional action components, a center operations form, advisory council listing, and assurances and certification pages containing original signatures. For the second year of the biennium, centers must submit a budget with narrative. Budgets will be submitted following the announcement of center allocation amounts.

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4. The first period semi-annual MUNIS financial report reflects true and actual expenditures for the first six months of the program fiscal year and shall be submitted upon request of the Regional Program Manager.
5. The year-end MUNIS financial report reflects true and actual expenditures for the fiscal year and shall be received by August 15 of each year.
6. Each center report shall include the center name for identification purposes.
7. Only center expenditures shall be reflected on this report.
8. Failure to comply with any of the aforementioned requirements may result in delay or withholding of payment of funds.
9. Second Party acknowledges and agrees that CHFS may monitor the contract in accordance with the stated goals and objectives as submitted in the Second Party's approved plan according to DFRYSC monitoring schedule and procedures.

2.04—Payment and Invoicing Requirements

1. Advance quarterly payments by the Cabinet to the Second Party shall be made upon submission of an approved Funding Request Form/Invoice to the DFRYSC Director.
2. Any unexpended funds shall be applied toward next fiscal year's program allocation amount and shall be retained by the Second Party (if applicable).
3. The Cabinet retains the right to delay payment if the Second Party does not comply with the Cabinet's programmatic and fiscal reporting requirements.

2.05—Information Technology Requirements

Second Party shall ensure the following requirements are met:

1. Make provisions for obtaining computer hardware and software that meets or exceeds minimum specifications of the Kentucky Department of Education.
2. DFRYSC specifications include the following:
 - A. On-line Internet and e-mail capabilities;
 - B. In-out telephone line; and,
 - C. Desktop access to Infinite Campus (IC)
 - D. Desktop MUNIS and/or monthly detailed MUNIS reports.
3. The Second party shall be responsible for hardware and software upgrades.

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2.06—CHFS Responsibilities

CHFS shall:

1. To provide technical assistance, training and all necessary reporting documents and/or formats.
2. To arrange and conduct training sessions for designated school district staff periodically throughout the year.
3. To ensure that all policy decisions, changes therein, interpretations and reinterpretations of policy affecting this contract will be distributed to the Second Party promptly by the Cabinet.
4. To ensure there will be no discrimination against any applicant for, or recipient of services on account of race, color, age, sex, religious creed, ancestry, or national origin in performance of this agreement.

2.07—Security and Breach Investigation Procedures and Practices Act-KRS 61.932(2)(a)

Protection of Personal Information Security and Breach Investigation Procedures and Practices Act
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.

"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:

- (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."

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."

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

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

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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.

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.

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

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.

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>

Section 3—Terms and Conditions of the Contract

3.00—Beginning of Work

The Contract is not effective and binding until approved by the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

3.01—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 Name of Department listed on the Title Page and approved by the Office of Policy and Budget, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. The Finance and Administration Cabinet Manual of Policies and Procedures contained in 200 KAR 5:021 and the Office of Material and Procurement Services' General Conditions And Instructions For Solicitations And Contracts contained in FAP110-10-00.

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

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3.02—Term of Contract

The Term of the Contract shall be for a period from July 1, 2015 through June 30, 2016.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

3.03—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 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 to the Name of Department listed on the Title Page of the Cabinet for Health and Family Services prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum 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 made modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist for consideration, and Cabinet management approval.

3.04—Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in **Section 3.03—Changes and Modifications to the Contract**.

3.05—Cancellation

The Cabinet shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the contractor by registered or certified mail outlining the reasons for the cancellation. The Second Party has the same such right to terminate said agreement, upon thirty (30) days written notice served on the Cabinet by registered mail or certified mail outlining the reasons for the cancellation.

3.06—Contract Conformance

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

3.07—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

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

The Cabinet for Health and Family Services
Melissa Goins
Department for Family Resource Centers and Volunteer Services
275 East Main Street, 3C-G
Frankfort, Kentucky 40621-0001
Facsimile number: 502-564-6108

With copy to:

Douglas Holt, Contract Specialist
(502) 564-4986
Fax – (502) 564-6108
E-mail – Douglas.Holt@ky.gov

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

After the Award of Contract, all communications to the contractor are to be made to the following individual.

Douglas Holt, Contract Specialist
(502) 564-4986
Fax – (502) 564-6108
E-mail – Douglas.Holt@ky.gov

3.08—Payment

The fees and expenses relative to the performance of the services outlined in the Contract 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 Secretary of the Finance and Administration Cabinet and the Legislative Research Commission's Government Contract Review Committee.

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 listed on the Title Page.

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 Legislative Research Commission's Government Contract Review Committee has disapproved the contract, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet.

3.09—Expenses

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

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3.10—Social Security

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

3.11—Advertising Award

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

3.12—No Required Use of Contract

This contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

3.13—Federal Funding Accountability and Transparency Act Compliance

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

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 (such as, through reporting to the SEC).

3.14—Minimum Wage for the Commonwealth's Service Providers

The contractor, and all subcontractors therein, shall pay to any worker directly performing a service called for in the contract, and to any person who provides a service ancillary thereto for at least 20% of his or her working time in any given work week, a minimum of \$10.10 per hour, or \$4.90 per hour for tipped employees, for those hours worked in connection with the contract.

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

4.00—The Contract

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

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4.01—Attachment(s)

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

4.02—Effective Date of Contract and Earliest Date of Payment

The Second Party agrees to perform the services and functions specified during the term of this Contract. It is understood that this Contract is not effective and binding until approved by the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Government Contract Review Committee in accordance with KRS Chapter 45A.690-.725. CHFS shall provide timely notice to the Second Party of disapproval of this Contract or any amendment thereto under KRS Chapter 45A.690-.725.

4.03—Extension Periods and Amendments to Contract

The terms and conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.690-.725, and are subject to the approval of the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Government Contract Review Committee. The Second Party may request an amendment by submitting a written request to the Cabinet for Health and Family Services, Name of Department and Address listed on the Title Page. Amendments are not in effect until written approval is received from CHFS. The Second Party shall not request an amendment for the last sixty (60) days of the Contract period.

4.04—Funding

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

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

4.05—Assignment

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

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4.06—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

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

4.07—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.08—Notice

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

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

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

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

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

4.09—Headings

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

4.10—Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

4.11—Indemnification

To the extent allowed by Kentucky law, the Second Party shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and

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against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises of (a) this Contract; (b) any and all acts of the Second Party and or its Subcontractor(s); (c) the policies and procedures of the Second Party, specifically including all Second Party employment practices employed by Second Party during the term of this or any prior Agreement with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Second Party or any of Second Party's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Second Party or as a result of the express written request of CHFS; or (f) Second Party's failure to comply with any applicable state or federal laws or regulations. Provided, however, in the event the Second Party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

4.12—Sovereign Immunity

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

4.13—Force Majeure

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

4.14—Obligation of Good Faith

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

4.15—Code of Ethics

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

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4.16—Influence on Purchasing and Other Business Transactions

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

4.17—Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Second Party, pursuant to this Contract, shall include a statement 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.

4.18—Service Delivery Requirements

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

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

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

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

4.19—Roles and Responsibilities for Proposed and Existing Staff

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

4.20—Terms and Conditions of Contract Payments

The Second Party shall not begin work on this contract until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Government Contract Review Committee, except as otherwise exempt. [KRS 45A.695 (1)]

CHFS shall make payment to the Second Party only after the Secretary of the Finance and Administration Cabinet or his designee and the Government Contract Review Committee approve the contract except as otherwise exempt. Once approved, CHFS shall make payment to the Second Party within thirty (30) business days of receipt of accurate, acceptable and timely invoices, as specified in the Contract,

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submitted by the Second Party under the terms and conditions of the Contract. Payment is contingent upon Second Party's continued satisfactory performance throughout the duration of contract, as determined by CHFS. The invoice shall contain at a minimum the following information:

Description of the service performed;
Itemized statement of costs for a cost reimbursement contract;
Dates and hours, if applicable, of the services provided; and
Other information as required in this Contract.

Payment on Memorandum of Agreements shall not be authorized for services rendered after the Government Contract Review Committee's 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 of the Finance and Administration Cabinet. [Statement required by KRS 45A.695(7)]

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

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

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

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.21—Total Amount of Funds and Budget Revisions

The Second Party shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. CHFS shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Second Party and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

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

4.22—Travel and Travel Hourly Rate

Employees receiving travel reimbursement under this agreement shall be governed by the Second Party's written travel policies and procedures.

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4.23—Subcontractors

Unless otherwise provided for in this contract, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the Cabinet. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

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

4.24—Responsibility for Subcontractor Contract Requirements

The Second Party 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 Second Party's Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Second Party'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 Second Party 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 Second Party 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. Second Party, 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.

4.25—Subcontractor Monitoring Requirements

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

Second Party 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.

4.26—Cost Principles, Requirements and Limitations

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

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4.27—Financial Record Retention

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

4.28—Access to Records, Books, and Documents

The contractor, 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.

4.29—Audit Requirements

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

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

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

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

The audit report shall include a schedule of expenditures of federal awards as stipulated by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable) requirements and shall contain the following:
The Catalog of Federal Domestic Assistance (CFDA) number;
CFDA title/description;

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Pass-through entity's name and contract number;
Entity's DUNS Number and Business name, as registered with the DUNS Number; and,
All other information as required in 2 CFR, Part 200.

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

Subrecipients name;
CFDA number, title/description;
Subrecipient's contract number;
Subrecipient's expenditures; and
All other information as required in 2 CFR, Part 200.

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

4.30—Response/Compliance with Audit Findings

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

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

Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Second Party's business;
Performed by Second Party as part of this Contract; or
Necessary due to Second Party's noncompliance with any law, regulation, rule, or audit requirement imposed on Second Party.

CHFS may impose allowable sanctions pursuant to 2 CFR, §200.505 and §200.338 upon the Vendor's noncompliance with the requirements in Sections 4.30 or 4.31 of this agreement.

4.31—Equipment and Furniture

1. The Second Party may, with funds in this contract, purchase or lease any equipment, which has a single unit cost of \$499 or less, without prior written approval from the Cabinet through DFRYSC; however, local district policy and procedures apply.
2. The Second Party shall obtain prior written approval from the Cabinet through the DFRYSC Director copy the contract specialist referenced in Section 3.07 for any equipment, purchased or leased, that has a unit cost of \$500 or more.

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3. The written request for approval shall be submitted to the DFRYSC Regional Program Manager.

4. The request shall include:

- A. Type of equipment to be purchased or leased (brand name and model type) and the purpose of the equipment in meeting center goals and activities;
- B. Cost;
- C. Assurance that the equipment will be located in or near the center; and,
- D. Assurance that equipment will be used by the center staff for the purpose of meeting center goals and activities.

4.32—Property of CHFS

Property purchased by the Board of Education at a cost of \$500 or more for the purposes of fulfilling the requirements of this Contract, and which may include, but not be limited to, furniture, computer hardware and software, office equipment, etc. are considered as property of the Board of Education, unless otherwise set forth in this Agreement or other controlling document incorporated herein by reference.

4.33—Property Control Ledger/Logs

1. Inventory Tracking

The Board of Education shall establish internal controls to ensure that organization funds and assets are controlled and properly used for the purposes intended. In light of the state funds received, the Board of Education must have written procedures for inventory control and shall abide by those as well as other applicable state requirements. Should the CHFS have need for information relative to the FRYSC inventory, the Board of Education shall provide to the Division of Family Resource and Youth Services Centers within ten (10) business days, an accurate inventory, which contains the following information for all items purchased with state funds:

- a. Property Tag Number;
- b. Equipment serial number;
- c. Description of the item (leased and/or purchased);
- d. Value of the item;
- e. Date of purchase;
- f. Fund source;
- g. Location of the item, including the full street address and state building number when different from what is specified; and
- h. Name of individual responsible for each piece of equipment.

2. Violation of Established Inventory Controls

Should an audit, internal or through an outside party, identify deficiencies in the internal control procedures for inventory management, these shall be immediately rectified.

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3. Surplus Equipment

Should a FRYSC cease to exist, the disposition of all equipment and real property shall be done in accordance with the policies derived by the Finance and Administration Cabinet and CHFS in accordance with KRS 45A.045(5) and directives from the Division of Family Resource and Youth Services Centers.

All technology equipment must be sanitized and the action properly documented prior to disposal to prevent the unauthorized use or misuse of sensitive or confidential information generated by the Board of Education. In the absence of local policy and procedure on the sanitization of computer equipment, the Board of Education should adhere to the standards prescribed by the Commonwealth Office of Technology within CIO-077 Sanitization of IT Equipment policy which can be found at http://technology.ky.gov/epmo/enterprise_policies.htm.

4.34—Requirement of Inventory

Each center shall maintain current on-site record of equipment purchased with program funds. Prior written approval of the Cabinet through the DFRYSC Director is required for any capital purchase or subcontract of \$1,000 or more. Capital purchase is defined as non-expendable property having a useful life of more than one (1) year and a single unit invoice cost of \$1,000 or more. All property is subject to inventory, and the Second Party is responsible to the Cabinet for its control and usage. Districts are responsible for insuring and replacing equipment lost in case of fire, flood, theft or obsolescence. The equipment purchased under this Master Agreement shall revert to the district upon center closure unless other centers exist within the district. In this case, those remaining centers would then become the recipients of all equipment purchased under this agreement belonging to the dissolved center.

4.35—Maintenance of Insurance

During the term of this Contract, the Second Party shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, workers' compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Second Party's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Second Party and the Subcontractor(s) in the performance of this Contract. The Second Party shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that the Second Party and any Subcontractor is not self-insured, each shall, in any event, name CHFS as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Second Party and any Subcontractor shall notify CHFS of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Cabinet for Health and Family Services, Name of Department and Address listed on the Title Page.

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

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

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

4.36—Research Project Approval and Institutional Review Board Requirements

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

4.37—Scientific Misconduct

The Second Party shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR 50.101 to 50.104 and 900 KAR 1:080 as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Second Party shall immediately report to CHFS any activity reported to the Second Party under these terms and conditions. Notice shall be sent in writing to the Cabinet for Health and Family Services, Name of Department and Address listed on the Title Page.

4.38—Intellectual Property

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

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

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

Patents;

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

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

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4.39—Provisions for Termination

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

This Contract may be terminated:

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

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

Immediately for cause; or

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

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

4.40—Turnover Assistance

Upon receipt of notice of termination of the Contract from CHFS, the Second Party shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself. If the turnover assistance required by CHFS necessitates additional costs to be incurred by the Contractor not covered by the agreement, CHFS will reimburse such costs as allowable by funding.

4.41—Remedies for Breach

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

4.42—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

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

- a.) That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;
- b.) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such as prospective participant shall submit an explanation in writing to CHFS; and
- c.) That should the Second Party or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CHFS of same.

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

4.43—Licensure, Certification, and Registration

The Second Party shall:

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

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

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

4.44—Permits, Licenses, Taxes and Commonwealth Registration

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

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or license may be required.

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

4.45—Conflict of Interest Laws and Principles

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

4.46—Campaign Finance (See Exhibit A)

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

4.47—Legal Proceedings

Except as specifically disclosed in writing to CHFS by the Second Party, prior to the date of this Contract, Second Party certifies there are no suits, investigations, or other proceedings pending or threatened

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against Second Party or any subcontractor which would have a material effect on Second Party's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Second Party shall use its best efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Second Party related to this Contract. The Second Party shall send written notice to the Cabinet for Health and Family Services, Name of Department and Address listed on the Title Page.

4.48—Certification of Lobbying Activities (See Exhibit A)

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

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

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

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

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

During the performance of this contract, the Second Party shall:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

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.

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The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

The contractor will send to each labor union or representative of workers with which he 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.

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.

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

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

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.

The Vendor will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin.

If a recipient of Federal Financial assistance, shall comply with Executive Order 13166, Federal Register Volume 65. No.50121, including but not limited to, language providing services to improve access to its programs and activities for persons, who, as a result of their national origin, are limited in their English proficiency ("LEP"). The language services shall:

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

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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; providing notice to LEP persons; monitoring compliance and updating the plan.)

4.50—Minority Recruitment, Hiring and Reporting Requirements

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

4.51—Violation of Tax and Employment Laws

KRS 45A.485 requires the Second Party to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Second Party 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, 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 Second Party 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 Second Party shall be in continuous compliance with the provisions of those statutes which apply to the Second Party's operations, and that the Second Party's 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 the Second Party's disqualification from eligibility for future state contracts for a period of two (2) years.

The Second Party shall not have violated any of the provisions of the above-referenced statutes within the previous five (5) year period.

4.52—Certification Regarding Drug Free Workplace

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

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

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

The dangers of drug abuse in the workplace;

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

Available drug counseling, rehabilitation and employee assistance programs; and

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

4.53—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its

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employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor will comply with all Federal and State Regulations and Statutes related to confidentiality that are applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

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

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

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

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

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

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

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

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

4.55—HIPAA Confidentiality Compliance

The Second Party agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164, established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d) to protect the security, confidentiality, and integrity of health information. In the event, the Second Party is determined to be a business associate under HIPAA Privacy Rule, the Second Party agrees to execute a separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

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4.56—Governing Law and Regulations

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

4.57—Reduction in Contract Worker Hours

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

4.58—No Grant of Employment or Agency

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

At no point shall any individual providing services under this Contract be considered an employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Second Party.

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

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SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

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III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

Region	School District	Center Name
3	Jefferson County	Atherton HS YSC
3	Jefferson County	Auburndale FRC
3	Jefferson County	Bates/Tully FRC
3	Jefferson County	Blake FRC
3	Jefferson County	Bloom-Hawthorne FRC
3	Jefferson County	BreckinRidge/Franklin FRC
3	Jefferson County	Brown/Central FRYSC
3	Jefferson County	BYCK FRC
3	Jefferson County	Cane Run FRC
3	Jefferson County	Carter/Duvalle FRC
3	Jefferson County	Chenoweth/Jaeger FRC
3	Jefferson County	Circle FRC
3	Jefferson County	Conway YSC
3	Jefferson County	Coral Ridge FRC
3	Jefferson County	Crums Lane FRC
3	Jefferson County	Cubs to Bruins YSC
3	Jefferson County	D.O.S.S. YSC
3	Jefferson County	Den of Pride FRC
3	Jefferson County	Dixie/Johnsontown Road FRC
3	Jefferson County	Engelhard FRC
3	Jefferson County	Fairdale EL FRC
3	Jefferson County	Fairdale HS/SouthPark TAPP YSC
3	Jefferson County	Family Connection FRC
3	Jefferson County	Farnsley YSC
3	Jefferson County	Field FRC*
3	Jefferson County	Foster FRC
3	Jefferson County	Fredrick Law Olmsted Academy North
3	Jefferson County	Goldsmith FRC
3	Jefferson County	Gutermuth FRC
3	Jefferson County	H.E.L.P. YSC
3	Jefferson County	Hazelwood FRC
3	Jefferson County	Helping Hands FRC
3	Jefferson County	Helping Hearts AND Hands FRC
3	Jefferson County	Highland MS YSC
3	Jefferson County	Hite-Middletown FRC
3	Jefferson County	Hopes FRC
3	Jefferson County	Indian Trail FRC
3	Jefferson County	Iroquois HS YSC
3	Jefferson County	Jacob FRC
3	Jefferson County	JB Atkinson FRC
3	Jefferson County	Jeffersontown Chargers YSC
3	Jefferson County	Johnson MS/Butler HS YSC

3	Jefferson County	Kennedy/Brandeis FRC
3	Jefferson County	Kenwood Kubs Count FRC
3	Jefferson County	Kerrick/Eisenhower FRC
3	Jefferson County	Lassiter MS YSC
3	Jefferson County	Layne/Wilkerson FRC
3	Jefferson County	Liberty YSC
3	Jefferson County	Lincoln/Dawson Orman FRC*
3	Jefferson County	M.L. King, Jr. FRC
3	Jefferson County	Maupin FRC
3	Jefferson County	McFerran FRC
3	Jefferson County	Meyzeek YSC
3	Jefferson County	Mill Creek FRC
3	Jefferson County	Minors Lane FRC
3	Jefferson County	Moore Community YSC*
3	Jefferson County	Nannie Lee Frayser FRC
3	Jefferson County	Newburg MS YSC
3	Jefferson County	Noe MS YSC
3	Jefferson County	Okolona FRC
3	Jefferson County	Olmsted South YSC
3	Jefferson County	PHillis Wheatley FRC
3	Jefferson County	Portland FRC
3	Jefferson County	RAngeland FRC
3	Jefferson County	Robert Frost MS YSC
3	Jefferson County	Roosevelt-Perry FRC
3	Jefferson County	RS Adams YSC
3	Jefferson County	Rutherford FRC
3	Jefferson County	Semple/ChurchHill Park FRYSC
3	Jefferson County	Seneca/Binet FRYSC
3	Jefferson County	Shacklette FRC
3	Jefferson County	Shawnee HS YSC
3	Jefferson County	Shelby/Waller-Williams FRYSC
3	Jefferson County	Smyrna FRC*
3	Jefferson County	Southern HS YSC
3	Jefferson County	Star Center FRC
3	Jefferson County	Stepping Stones FRYSC
3	Jefferson County	Steps Center FRYSC
3	Jefferson County	Stuart Spartan YSC
3	Jefferson County	The Bridge FRC
3	Jefferson County	The Kid Connection FRC
3	Jefferson County	The Link FRYSC*
3	Jefferson County	The Nesting Place FRC
3	Jefferson County	The Ridge Connection FRYSC
3	Jefferson County	Thomas Jefferson YSC
3	Jefferson County	TLC FRC

3	Jefferson County	Trunnell FRC
3	Jefferson County	Valley HS YSC
3	Jefferson County	Watson Lane FRC
3	Jefferson County	Wellington FRC
3	Jefferson County	Western HS YSC
3	Jefferson County	Western MS YSC
3	Jefferson County	Westport's Intervention Network Center YSC
3	Jefferson County	Whitney Young FRC
3	Jefferson County	Wilder-Zachary Taylor FRC
3	Jefferson County	Youth Connection Services YSC

Total Free 165 & 450	Calculated Center Budget at \$172.65	District
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
378	\$65,261.70	
450	\$77,692.50	
416	\$71,822.40	
450	\$77,692.50	
450	\$77,692.50	
367	\$63,362.55	
450	\$77,692.50	
339	\$58,528.35	
450	\$77,692.50	
450	\$77,692.50	
370	\$63,880.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
392	\$67,678.80	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
224	\$38,673.60	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
374	\$64,571.10	
339	\$58,528.35	
440	\$75,966.00	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
387	\$66,815.55	
450	\$77,692.50	
343	\$59,218.95	
450	\$77,692.50	
450	\$77,692.50	
412	\$71,131.80	
450	\$77,692.50	
450	\$77,692.50	

450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
343	\$59,218.95	
450	\$77,692.50	
426	\$73,548.90	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
401	\$69,232.65	
436	\$75,275.40	
450	\$77,692.50	
353	\$60,945.45	
450	\$77,692.50	
450	\$77,692.50	
291	\$50,241.15	
450	\$77,692.50	
369	\$63,707.85	
281	\$48,514.65	
425	\$73,376.25	
184	\$31,767.60	
401	\$69,232.65	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
337	\$58,183.05	
450	\$77,692.50	
450	\$77,692.50	
330	\$56,974.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
331	\$57,147.15	

430	\$74,239.50	
450	\$77,692.50	
329	\$56,801.85	
368	\$63,535.20	
450	\$77,692.50	
382	\$65,952.30	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	
450	\$77,692.50	\$6,983,347.20
\$6,983,347.20		\$6,983,347.20