



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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

Doc Description: Kentucky Project AWARE-Year 1	
Doc ID No: PON2 540 1500001390 2	Procurement Folder: 3745439
Procurement Type: Memorandum of Agreement	
Administered By: Thelma Hawkins	Cited Authority: FAP111-44-00
Telephone: 502-564-1979	Issued By: Thelma Hawkins

Reason For Modification: The modification is to increase the contract due to changes in the federal approved budget to align budgeted expenditures with grant requirements and add language to the contract Terms and Conditions per Executive Order 2015-370.
 \$350,625 Original contract amount
 \$ 72,342 Modification increase (MUNIS# 551AT)
 \$422,967 Revised contract total

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

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Kentucky Project AWARE-Year 1		0.00		0.00000	422,967.00	422,967.00

Extended Description

Contract Period: April 24, 2015-September 29, 2015
 MUNIS# 551AS CFDA# 93.243A 100% Federal
 Accounting Template: E76644
 Grant Notice of Award Number: 1H79SM061908-1

The district will carry out goals of the Kentucky AWARE (Advancing Wellness and Resilience in Education) project: Goal 1: Expand the capacity of other state and local child, youth, and family serving agencies to increase awareness of mental health issues among school-aged youth; Goal 2: Connect children, youth and families, who may have behavioral health issues, with appropriate services; Goal 3: Provide training to school personnel and other adults who interact with school-aged youth to detect and respond to mental health issues in children and young adults; Goal 4: Provide effective governance and organization for interagency collaboration and grant management of the project.

Method of Payment: Quarterly cost reimbursement. Detailed MUNIS report with line item object codes must be submitted based on the approved budget. A final MUNIS report must be submitted within 60 days of the contract expiration date.

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

Extended Description

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

Total Order Amount:	422,967.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

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

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

DUNS#-- _____

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

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**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions
Revised January 2012**

SCOPE OF SERVICES:

The district will carry out goals of the Kentucky AWARE project:

Goal 1: Expand the capacity of other state and local child, youth, and family serving agencies to increase awareness of mental health issues among school-aged youth;

Goal 2: Connect children, youth and families, who may have behavioral health issues, with appropriate services;

Goal 3: Provide training to school personnel and other adults who interact with school-aged youth to detect and respond to mental health issues in children and young adults;

Goal 4: Provide effective governance and organization for interagency collaboration and grant management of the project.

BILLING: Remit all invoices, bills, or requests for payment to: Thelma Hawkins, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to thelma.hawkins@education.ky.gov.

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

BUDGET:

Revised Budget 8/17/2015

Component 1 MUNIS# 551AS					
PERSONNEL					
Position	Name	Annual Salary/Rate	Level of Effort	# of Persons	Total
AWARE LEA Project Manager	T. Whitlow	\$119,042	25.00%	1	\$ 29,761
AWARE LEA Project Coordinator	V. Posey	\$ 66,229	20.00%	1	\$ 13,246
PBIS Coaches- 9 months	TBN	\$ 65,000	100.00%	2	\$ 97,500
Extended- time (summer) -15 days @ \$339.6365 per day	V. Posey	\$ 5,095	100.00%	1	\$ 5,095
TOTAL PERSONNEL					\$145,602
FRINGE					
Position	Name	Fringe	% to	Total	

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		Salary/Benefit	Rate	Grant	
AWARE LEA Project Manager	T. Whitlow	\$ 28,668	25.00%	1	\$ 7,167
AWARE LEA Project Coordinator	V. Posey	\$ 19,335	20.00%	1	\$ 3,867
PBIS Coaches	TBN		100.00%	2	\$28,670
Extended Time	V. Posey	\$ 899		1	\$ 899
TOTAL FRINGE					\$40,603

TRAVEL					
Purpose	Item	Per Unit Cost	#Days/Units	# Persons	Total
AWARE LEA Project Manager	Mileage Reimbursement	0.48	2878	1	\$1,381
Travel for Regional Consultant	Mileage Reimbursement	0.48	3000	1	\$1,440
AWARE Grantee Meeting	Airfare	700.00	1	1	\$ 700
AWARE Grantee Meeting	Hotel	250.00	4	1	\$1,000
AWARE Grantee Meeting	Per Diem	40.00	5	1	\$ 200
TOTAL TRAVEL					\$4,721

SUPPLIES				
Purpose	Item	Per Unit Cost	# Units	Total
AWARE LEA Project Manager	Office supplies and other materials	\$ 2,000.00	1	\$2,000
Supplies for Regional Consultant	Office supplies and other materials	\$ 2,000.00	1	\$2,000
TOTAL SUPPLIES				\$4,000

CONSULTANT/CONTRACT					
Purpose	Item	Per Unit Cost	#Days/Unit	# Persons	Total
University of Kentucky Center on Trauma and Children	Trauma-Informed Care Learning Collabs	\$20,059.00	1	1	\$20,059
Regional Behavioral Consultant	Awareness/Outreach	\$72,000.00	1	1	\$72,000
KY Partnership for Families and Children / KY Youth MOVE	Regional Youth Involvement Activities and Outreach	\$33,859.00	1	1	\$33,895
PBIS Consultant	PBIS Technical Assistance	\$ 3,000.00	7	1	\$21,000
TOTAL CONSULTANT/CONTRACT					\$146,954

INDIRECT COSTS			
Cost Category	Total Cost	Rate %	Total
Personnel	\$145,602	3.57%	\$5,198
Fringes	\$ 40,603	3.57%	\$1,450
Travel	\$ 4,721	3.57%	\$ 169
Supplies	\$ 4,000	3.57%	\$ 143
Consultant/Contract (Limited to the first \$25,000 per contract per SAMHSA)	\$ 50,000	3.57%	\$1,785
Other			
TOTAL INDIRECT COSTS			\$8,745

Total Component 1 Cost	\$350,625
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Component 2 MUNIS# 551AT					
PERSONNEL					
Position	Name	Annual Salary/Rate	Level of Effort	# of Persons	Total
Extended - time - YMHFA Instructors - 15 days @ \$320 per day	TBN	\$4,800	100.00%	3	\$14,400
TOTAL PERSONNEL					\$14,400
FRINGE					
Position	Name	Salary/Benefit	Fringe Rate		Total
Extended - time - YMHFA Instructors (summer)	TBN	\$819	100.00%	3	\$ 2,457
TOTAL FRINGE					\$ 2,457
TRAVEL					
Purpose	Item	Per Unit Cost	#Days/Units	# Persons	Total
Local training	Mileage Reimbursement	0.48	325	7	\$ 1,092
TOTAL TRAVEL					\$ 1,092
SUPPLIES					
Purpose	Item	Per Unit Cost	# Units		Total
YMHFA Manuals	Training Manuals	\$ 20.00	150		\$ 3,000
Materials and supplies	Training supplies	\$ 125.00	7		\$ 871
TOTAL SUPPLIES					\$ 3,871
OTHER					
Purpose	Item	Per Unit Cost	# Units		Total
Substitute Teachers for YMHFA Training	Substitute Teacher	\$ 165.00	136		\$22,440
Training Costs for YMHFA trainees	Hourly rate for summer PD - 8 hours @ 150 trainees	\$23.40	1200		\$28,082
TOTAL OTHER					\$50,522
Total Component 2 Costs - YMHFA Training					\$72,342

Total Component 1 Cost (551AS)	\$350,625
Total Component 2 Costs - YMHFA Training (551AT)	\$ 72,342
Total KY AWARE	\$422,967

ORIGINAL BUDGET:

PERSONNEL					
Position	Name	Annual Salary/Rate	Level of Effort	# of Persons	Total
AWARE LEA Project Manager	T. Whitlow	\$115,546	10.00%	1	\$11,555

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AWARE LEA Project Coordinator	V. Posey	\$ 63,167	15.00%	1	\$ 9,475
PBIS Coaches- 6 months	TBN	\$ 64,500	75.00%	2	\$96,750
Extended - time - YMHFA	TBN	\$ 4,800	100.00%	3	\$14,400
Instructors - 15 days @ \$320 per day					
Extended- time (summer) -15 days @ \$323.94 per day	V. Posey	\$ 4,859	100.00%	1	\$ 4,859
TOTAL PERSONNEL					\$137,039
FRINGE					
Position	Name	Salary/ Benefit	Fringe Rate	% to Grant	Total
AWARE LEA Project Manager	T. Whitlow	\$27,660	10.00%	1	\$ 2,766
YMHFA LEA Local Instructor	V. Posey	\$18,480	15.00%	1	\$ 2,772
PBIS Coaches	TBN	\$18,704	75.00%	2	\$28,056
Extended - time - YMHFA	TBN	\$ 819	100.00%	3	\$ 2,457
Instructors (summer)					
Extended- time (summer)	V. Posey	\$ 829	100.00%	1	\$ 829
TOTAL FRINGE					\$36,880
TRAVEL					
Purpose	Item	Per Unit Cost	#Days/Units	# Persons	Total
Local training	Mileage	0.48	325	7	\$1,092
	Reimbursement				
Travel for Regional Consultant	Mileage	0.48	900	1	\$ 432
	Reimbursement				
TOTAL TRAVEL					\$1,524
SUPPLIES					
Purpose	Item	Per Unit Cost	# Units		Total
YMHFA Manuals	Training manuals	\$ 20.00	150		\$ 3,000
Materials and supplies	Training materials and supplies	\$ 125.00	7		\$ 875
Supplies for Regional Consultant	Office supplies and other materials	\$ 1,333.00	1		\$ 1,333
TOTAL SUPPLIES					\$ 5,208
CONSULTANT/CONTRACT					
Purpose	Item	Per Unit Cost	#Days/Units	# Persons	Total
YMHFA Training of Trainers	Training costs	\$ 2,000.00	1	3	\$ 6,000
University of Kentucky Center on Trauma and Children	Training costs	\$ 20,059.00	1	1	\$ 20,059.00
Regional Behavioral Consultant	Training costs	\$ 72,000.00	1	1	\$ 72,000
PBIS Consultant	PBIS Technical Assistance	\$ 7,000.00	1	1	\$ 7,000
TOTAL CONSULTANT/CONTRACT					\$ 105,059.00
OTHER					
Purpose	Item	Per Unit Cost	# Units		Total
Substitute Teachers for YMHFA	Substitute Teacher	\$165.00	150		\$ 24,750

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Training			
Training Costs for YMHFA	Hourly rate for summer PD - 8	\$23.40	1200
trainees	hours @ 150 trainees		\$ 28,082
TOTAL CONSULTANT/CONTRACT			\$ 52,832
INDIRECT COSTS			
Cost Category	Total Cost	Rate %	Total
Personnel	\$ 137,039	3.57%	\$ 4,892
Fringes	\$ 36,880	3.57%	\$ 1,317
Travel	\$ 1,524	3.57%	\$ 54
Supplies	\$ 5,208	3.57%	\$ 186
Consultant/Contract	\$ 105,059	3.57%	\$ 3,751
Other	\$ 52,750	3.57%	\$ 1,883
TOTAL INDIRECT COSTS			\$ 12,083
TOTAL Project AWARE Budget			\$ 350,625

NOTE: Section 75.562 of EDGAR states indirect cost is limited to 8% for educational training grants or other educational services, regardless of the rate negotiated with the cognizant agency. The difference between the 8% limit and the grantee's negotiated rate may not be used for cost sharing or matching purposes, charged to direct cost categories, or charged to another Federal award.

Some programs contain prohibitions against recovery of any indirect costs. Under grants received from one of these programs, a grantee may not charge to a direct cost category in its budget a cost that would be treated as an indirect cost in other situations, nor may those unrecovered indirect costs be charged to other Federal awards.

METHOD OF PAYMENT:

Quarterly cost reimbursement. Detailed MUNIS report with line item object codes must be submitted based on the approved budget. A final MUNIS report must be submitted within 60 days of the contract expiration date.

FINANCIAL REPORTS:

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

Cancellation clause:

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

Funding Out Provision:

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

If the contract funding is reduced, then the scope of work related to the contract may also be reduced, upon mutual agreement of both parties and commensurate with the reducing in funding. This reduction of scope shall not be considered a breach of contract.

Federal Funding Accountability and Transparency Act Compliance

For agreements that include Federal funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. Details on how to register and acquire a DUNS

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number are available at <http://fedgov.dnb.com/webform>, and are free for all entities required to register for grant awards under these provisions. The Second Party must disclose to KDE the names of the top five executives and total compensation to each, if:

More than 80% of the Second Party's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$25,000.00 annually, and Compensation information is not already available to the public.

Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document. The state agency shall provide the contractor thirty (30) calendar days written notice of reduction of the contract, and a commensurate change in scope of work shall be negotiated with contractor.

Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Effective Date:

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

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

Violation of tax and employment laws:

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

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

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

Contractor must check one:

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

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year period.

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

Discrimination:

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:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. 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.
3. 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.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this 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.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of

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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.

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.