

C.H. 12/3/15



Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT

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Doc Description: KYAE ELC-2016-005 Jefferson BOE

Doc ID No: PO2 415 1600002409 1

Procurement Folder: 4100682

Procurement Type: MOA/PSC Exception

Record Date:

Issued By: TERRY PRUITT

Cited Authority: KRS164.020-22

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JEFFERSON COUNTY PUBLIC SCHOOLS TREASURER

GRANTS AND AWARDS ACCOUNTING

PO BOX 34020

LOUISVILLE

KY 40232-4020

US

Effective From: 2015-07-01

Effective To: 2016-06-30

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	EL/Civics		0.00		0.00000	80,923.00	80,923.00

Extended Description

English Literacy/Civics instruction is designed to provide an integrated program of services that will increase civic learning and engagement and English literacy for immigrants and other limited English proficient adults who are not enrolled in public education, in order to: (a) assist adults to achieve competence in the English language; (b) provide contextualized instruction on the rights and responsibilities of parents, workers and community members in society; and (c) provide services that are of sufficient duration and intensity in terms of hours for EL/Civics students to make sustainable increases in their literacy level to become self-sufficient.

Budgeted source of funds: 100% federal (CFDA 84.002 A, Adult Education State Administered Grant)

Method of payment: cost-reimbursement; receipt and approval of monthly on-line Expenditure Report. All costs must be reasonable, allowable and actual.

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COUNCIL ON POSTSECONDARY ED - KY ADULT ED

1024 CAPITAL CTR DR

KY ADULT EDUCATION SUITE 320

FRANKFORT

KY 40601

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Total Order Amount: 80,923.00

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This agreement is made and entered into by and between the First Party, Kentucky Adult Education, Council on Postsecondary Education, referred to as "KYAE", and the Contractor, hereinafter referred to as the Second Party.

I. The Second Party agrees to perform the following services:

- A. Operate a program in compliance with the Scope(s) of Work, Enrollments, Citizenship Attainments, and Budget(s). Individuals employed by the Second Party are considered employees of the provider, not KYAE; therefore the Second Party is responsible for any benefits accrued prior to the current grant year and pursuant to 42 U. S. C. § 418, all social security contributions;
- B. Operate a program in compliance with the provisions of the Kentucky Adult Education Policy and Procedure Manual as amended from time to time, located on-line at:
https://kaers.ky.gov/FileRepository/Portal_Resource//1516KYAEPolicyManual.pdf and hereby incorporated by reference; and
- C. Operate a program in compliance with the approved proposal, which is hereby incorporated by reference.

II. The Second Party agrees to the following:

A. CONFIDENTIALITY

1. Assure the confidentiality of all information, whether written, verbal or electronic, provided by or about any client seeking or receiving services under this contract, except as approved and authorized in writing by the client, or as otherwise by law in accordance with the provisions of 5 U. S. C. § 552a which governs the release of public information.
2. (a) Use or permit access to the Kentucky Adult Education Reporting Information Network (hereafter referred to as "KAERS"), an information system that allows for the transfer of data to accommodate the assessment of potential services and program eligibility, only for purposes specifically authorized;
- (b) Provide to the First Party the completed Request for the KAERS Access form for any employee to be considered for access to the KAERS;
- (c) Require all employees who have been trained and granted access by the First Party to the KAERS to read and sign a copy of the Employee Security Contract which is available at <http://www.kyae.ky.gov/educators/forms.htm>. and is hereby incorporated by reference;
- (d) Maintain a copy of signed security agreements in the personnel files of the respective employees and make copies available to KYAE upon request;
- (e) Ensure that only authorized employees are given access to the KAERS; and
- (f) Instruct all employees with access to the KAERS regarding the confidential nature of the information, including the relevant statutes and regulations.

B. INDEMNITY

The Second Party shall indemnify KYAE from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts of the Second Party, its agents, employees, licensees, or invitees that result in injury to persons, corporations, partnerships, or any other entity. Also, it shall indemnify KYAE from any and all liability, loss, or damage that KYAE may suffer resulting therefrom. 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 may be limited to an award from the Board of Claims up to the jurisdictional amount. In the event the Second Party is legally prohibited

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from entering into an indemnity contract, the Second Party shall hold KYAE harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts of the Second Party, its agents, employees, licensees, invitees, or participants that result in injury to persons, damage to property or loss arising from performance of this contract, as those injuries, damages or losses related to any persons, corporations, partnerships, or any other entity, from any and all liability, loss, or damage.

C. SUBCONTRACTING

The Second Party agrees not to subcontract services under this contract. All services identified within this contract are to be directly provided by the Second Party unless specifically identified in the agreement or in the case wherein salary is being facilitated by the provider to the employing educational entity.

D. CONFLICT OF INTEREST

The Second Party certifies that it is legally entitled to enter into the subject contract and certifies that no employee or representative of the Second Party with procurement authority shall participate, either directly or indirectly, in any activities that are in conflict with the provisions stated in KRS 45A.340 , KRS 45A.455 and KRS Chapter 11A, Executive Branch Code of Ethics.

E. AUDIT

The Second Party shall procure, as to the completed contract, a single agency-wide audit, in accordance with and as required by, appropriate state and federal laws, regulations, and Federal Uniform Guidance documents, as applicable for your agency. The audit threshold is \$750,000 or more in annual aggregate federal financial assistance for all programs administered by the Second Party. Federal financial assistance includes federal dollars received either directly from a federal agency or indirectly through a state or other agency. In the event that aggregate federal funding equals or surpasses the threshold, a single audit shall be required and the Second Party shall submit a copy of the audit report to KYAE no later than March 31, 2017. In the event that aggregate federal funding is less than \$750,000, written notification that an audit report is not required must be sent to KYAE no later than March 31, 2017.

Failure to comply with this section may result in payments being delayed or withheld.

In addition, KYAE may arrange for a comprehensive program and financial audit and/or follow-up audits of the Second Party.

F. METHOD OF PAYMENT

The Method of Payment will be in accordance with guidelines implementing the federal Cash Management Improvement Act, Pub. L. 101-453, 104 Stat. 1058. This is a direct program cost reimbursement contract. Payment will be made based on reasonable, allowable, and actual costs incurred. KYAE does not permit the Second Party to charge indirect costs, or "overhead" charges, against this grant.

The Second Party understands that funds awarded under this contract cannot be used to provide services that would be otherwise available from another funding source or be available on a non-reimbursable basis. If travel is included, it shall be paid in accordance with local policy or, in the absence of such policy, in accordance with 200 KAR 2:006. Payment by KYAE to the Second Party, as well as the Second Party's continued performance, shall be subject to the availability of state or federal funds necessary to finance the provision of the services described in this contract.

The Second Party agrees to:

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1. Submit monthly expenditure reports to KYAE detailing expenditures of actual costs incurred using the on-line Expenditure Report form and including detailed personnel expenditure on the Time Sheet Summary form on the 10th of each month following the month of services. Invoices received after the 10th shall be processed in the subsequent payment cycle. For programs administering more than one county, a report shall be submitted for each county individually.
2. Submit the final year-end on-line invoice detailing actual cost incurred no later than July 15, 2016 unless notified otherwise in writing by KYAE.
3. Report only expenditures that are for goods received or services provided or received during the contract term and are determined allowable in compliance with the cost principles set forth in Federal Uniform Guidance documents. Encumbered but unexpended funds are not eligible for reimbursement unless the goods/services have been received by close of business June 30, 2016.
4. Expenditures that exceed the approved budget line are not eligible for reimbursement.
5. A maximum of 5% of the EI/civics grant funding may be used for administrative purposes. Any administrative functions provided at the local level shall be budgeted at the local level.
6. Reimburse KYAE within 60 days of notification for any unresolved costs and/or payments that are disallowed as of a result of KYAE policy, federal/state guidelines, and/or audit findings.
7. Payments 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.
8. Failure by the Second Party to adhere to KYAE reporting requirements may result in:
 - ✎ Reimbursements being delayed or withheld; or
 - ✎ The 30-day contract termination clause being invoked by KYAE.

G. FINANCIAL MANAGEMENT SYSTEM

The Second Party shall establish and/or maintain a financial system that shall provide for:

1. Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with reporting requirements set forth in Federal Uniform Guidance documents, as applicable;
2. Records that identify the source and application of funds for activities/functions/services performed under this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income;
3. Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;
4. Submit a cumulative inventory report form in the on-line Finance Module on or before August 31, 2016 for all non-consumable property with a life expectancy of one year or more and acquired with KYAE funds. Cumulative inventory is defined as any inventory purchase made with KYAE funds under this agreement or any previous agreement with KYAE (previously known as DAEL). All property purchased with Adult Education funds will revert to KYAE in the event this contract is not executed or is terminated; Note: Federal regulations restrict purchase of any item valued at \$5,000 or greater without prior written approval.
5. When computer equipment has reached the end of its useful life, it may be disposed of following the

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Commonwealth Office of Technology (COT) guidelines for safeguarding personal and student information. It is the responsibility of the 2nd party to properly dispose of equipment in accordance with COT policy. At the time of disposal, the 2nd party shall notify KYAE using the form in [CIO-077 Sanitization of IT Equipment Policy](#) available on the KYAE web site, that the equipment has been disposed of and that personal and student information has been properly eliminated.

6. Accounting records that are supported by original source documentation;
7. Assurance that no other funds or assets of the Second Party shall be co-mingled with the funds provided for these programs to be administered under this contract to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein; and
8. Responsibility for monitoring, fiscal and/or program exceptions established by evaluation, monitoring and/or audit of this contract, and for promptly settling any monitoring, fiscal and program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by KYAE.

H. MEDIA RELEASES

Assure that all printed or electronic materials or presentations used for the promotion of programs paid wholly or in part with state or federal adult education funds identify that the program is a federal and state program administered by KYAE.

I. COPYRIGHTING

KYAE has a royalty free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, or permit others to use, any copyrighted material developed in the course of or under this contract.

J. EXTENSION/AMENDMENTS

1. The terms and conditions of this contract may be extended or amended by mutual consent of the parties in writing.
2. The Second Party may reallocate funds up to but not exceeding 10% of the original line item budget. No money may be moved between sub-grants, as identified in the attached budget. The total amount of the grant is not subject to alteration by the Second Party. Written notification of reallocation shall be made in the KYAE Finance Module prior to invoicing with the reallocated budget. Notification of reallocation must be received by KYAE no later than March 31, 2016.
3. In exceptional circumstances and for good cause shown, the Second Party may request to amend the contract budget beyond 10% of any original line item. A request for such amendment shall be **received** by KYAE in the KYAE Finance Module **no later than March 31, 2016**, and will be considered on a case-by-case basis. Approval from KYAE must be secured prior to expending funds based upon any reallocation in excess of 10% of the original line item.

K. TERMINATION

KYAE may cancel the contract at any time for cause, or on 30 day written notice without cause.

L. CHOICE OF LAW AND FORUM PROVISION

The laws of the Commonwealth of Kentucky shall govern all questions concerning the execution, validity, interpretation, and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

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ASSURANCES AND CERTIFICATIONS

Following is a series of state and federal laws and regulations with which a recipient of federal or state funding must be in compliance in order to receive the funds. If the Second Party cannot comply with any of these laws and regulations, federal or state funds cannot be released to that applicant.

M. KRS 45A.485 CERTAIN CONTRACTS REQUIRED TO MANDATE REVEALING OF VIOLATIONS OF AND COMPLIANCE WITH SPECIFIED KRS CHAPTERS – EFFECT OF NONDISCLOSURE OR NONCOMPLIANCE.

The Second Party shall comply with KRS 45A.485 to (a) reveal to the Commonwealth, prior to the award of this contract, any final determination of a violation by the applicant within the previous five-year period of the provisions of KRS Chapters 136 – Corporation and Utility Tax, 139 – Sales and Use Tax, 141 – Income Taxes, 337 – Wage and Hours, 338 – Occupational Safety and Health of Employees, 341 – Unemployment Compensation, and 342 – Workers Compensation and (b) for the duration of the grant to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. To comply with 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 concerning the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination. Failure to comply with the above-cited 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 to bid or submit proposals to the Commonwealth for a period of two years.

N. DISCRIMINATION PROHIBITED

1. The Second Party agrees not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws.
2. In compliance with KRS 344.015, Kentucky Adult Education, Council for Postsecondary Education has adopted a Title VI Plan. The Second Party shall likewise adopt the Title VI Plan or certify compliance with its own Title VI Plan. The CPE Title VI Plan is available at www.cpe.ky.gov
3. To the extent that the Second Party is a required partner in a Kentucky Career Center established pursuant to Title I of the Workforce Innovation Opportunity Act of 2014 (P.L. 113-128), the Second Party assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws
 - ✧ Section 188 of the Workforce Innovation Opportunity act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
 - ✧ Title VI of the Civil Rights act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

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- ✧ Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- ✧ The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- ✧ Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Second Party also assures that it will comply with all regulations implementing the laws listed above. This assurance applies to the Second Party's status, if applicable, as a required partner in a one-stop delivery system established under WIOA. The Second Party understands that the United States has the right to seek judicial enforcement of this assurance.

O. CERTIFICATION OF A DRUG-FREE WORKPLACE

The Second Party shall comply with the provisions of 34 CFR Part 85, Subpart F, Drug Free Workplace Act of 1988.

P. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, LOWER TIER COVERED TRANSACTIONS

1. The Second Part certifies that neither the Second Party nor its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Adult Education or agency;
 - (b) Have within a three-year period proceeding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with performing a public transaction;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses defined at 34 CFR Part 85;
 - (d) Have within a three-year period preceding this contract had one or more public transaction terminated for cause or default;
2. Where the Second Party is unable to certify to any of the statements in this certification, they shall submit an explanation to KYAE; and
3. The instructions for certification, which are an integral part of this certification, have been read and agreed to by the Second Party.

Q. CERTIFICATION ON LOBBYING

No federally appropriated funds have been paid or will be paid, by or on behalf of the Second Party, 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 or Congress in connection with the making of any federal grant, the entering into any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative contract. 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 an employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative contract, the Second Party shall complete and submit standard form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions. The Second Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, and contracts under grants and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.

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R. SAFETY

The Second Party assures that program participants shall not be required or permitted to receive KYAE funded services in buildings or surroundings which are dangerous, unsanitary, or hazardous to either the participant's or employee's health and safety.

S. REMEDIES FOR BREACH

In the event of breach of contract by the Second Party, KYAE may pursue any remedy available to it pursuant to this contract, or to the provisions of KRS Chapter 45A, or any other remedy available to it at law.

III. In relation to the contract, KYAE agrees to:

- A. Monitor and evaluate the program for compliance with the provisions of this contract;
- B. Provide information, consultation, technical assistance, and forms;
- C. Provide the Second Party access to the KAERS for the limited purpose of assessment of potential services and program eligibility; and
- D. Provide timely payments to the contractor upon receipt of approved invoices.

ENGLISH LITERACY/CIVICS EDUCATION SCOPE OF WORK FY 2015 – 2016

AUTHORITY

KYAE administers federal funds for adult education programs to provide adult education and EL/Civics to assist adults to become literate and obtain the knowledge and skills necessary for employment, self-sufficiency and completion of a secondary education in compliance with the Workforce Innovation Opportunity Act, Title II Adult Education and Literacy, 20 U. S. C. § 9201 et seq., KRS151B.410, KRS164.041, the KYAE State Plan, Policy and Procedure Manual, and implementing regulations.

A. PROGRAM DESIGN AND ACTIVITIES

English Literacy/Civics instruction is designed to provide an integrated program of services that incorporates English literacy and civics education for immigrants and other limited English proficient adults who are not enrolled in public education.

- a) The term "English literacy" indicates a program of instruction designed to help individuals of limited English proficiency achieve competence in the English language.
- b) The term "Civics", as defined in the November 17, 1999 Federal Register, indicates an educational program that emphasizes contextualized instruction on the rights and parents, workers, and community members.
- c) The term "individual of limited English proficiency" means an adult or out-of-school youth who has limited ability in speaking, reading, writing, or understanding the English language, and whose native language is a language other than English, or who lives in a family or community environment where a language other than English is the dominant language.

The Second Party agrees to the following:

- 1. Provide adult education services or instruction below the postsecondary level for eligible individuals who:
 - (a) has attained 16 years of age;

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- (b) who is not enrolled or required to be enrolled in secondary school under State law; and
- (c) who-
 - i.) is basic skills deficient
 - ii.) do not have a secondary school diploma or its recognized equivalent, and has not achieved an equivalent level of education; or
 - iii.) is an English language learner.
- 2. Provide services as outlined in the Second Party's EL/Civics proposal, incorporated herein.
- 3. Meet the program's goals as outlined in the second party's EL/Civics proposal, incorporated herein:
 - a. EL/Civics enrollment goal;
 - b. goal for students achieving citizenship;
- 4. Provide program participants with orientation, a Student Education Plan and academic consultation throughout the enrollment and instructional process;
- 5. Submit any changes to the proposed delivery of services consistent with applicable statutes, regulations, and policies, including budget, scope of work, or personnel qualifications worksheets to KYAE for review and approval;
- 6. Adhere to all KYAE policies and the EL/Civics Program Assurances included herein; and
- 7. Notify KYAE within ten days of changes in program services, personnel, contact names, mail or e-mail addresses, or telephone/fax numbers.

B. REPORTING

The Second Party agrees to:

- 1. Report accurate, up-to-date student citizenship achievement and EL/Civic enrollment program data via the on-line system by the 10th of each month for the previous month;
- 2. Submit the online Expenditure Report monthly in compliance with the Method of Payment as outlined in this contract, II. F. 1-9;
- 3. Submit to KYAE by August 31, 2016, a cumulative Inventory Report on-line for all non-consumable items purchased with KYAE funds;
- 4. Submit by May 31, 2016 a final report (not to exceed three pages) summarizing the program's successes, including EL/Civics enrollment goal and actual attainment, citizenship goal and actual attainment and academic performance in the NRS ELS educational function levels. The report should also include other EL/Civics activities and achievements.
- 5. Submit a copy of the single audit as per section E of this document by March 31, 2017; and
- 6. Failure by the Second Party to adhere to KYAE reporting requirements may result in:
 - ✂ Reimbursements being delayed or withheld; or
 - ✂ The 30-day contract termination clause being invoked by KYAE.

EL/CIVICS PROGRAM ASSURANCES FY 2015-2016

Assurances to Kentucky Adult Education, Council on Postsecondary Education (KYAE), under authority of Title II of the *Workforce Innovation Opportunity Act of 2014*, P.L. 113-128, KRS 151B.410, KRS 158.360 and KRS 164.020-23.

The Second Party assures Kentucky Adult Education, Council on Postsecondary Education that:

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1. All facilities shall have appropriate exterior and interior signage clearly identifying the adult education and literacy programs;
2. All learners shall have a safe and age-appropriate learning environment;
3. Funds received under this contract shall be used to supplement and not supplant funds already available from other sources, including but not limited to, e.g., United Way, Family Resource and Youth Service Centers, Head Start and Even Start, for purposes authorized by the Adult Education and Family Literacy contract;
4. Documentation of hours worked shall be maintained for KYAE-funded employees in the fiscal office and/or office of the program director and shall be available for inspection by an authorized representative of KYAE;
5. KYAE shall be notified of changes in staff, sites, or instruction within ten (10) days of change;
6. All instructors hired after July 1, 1998, employed under this agreement will meet employment criteria for personnel as outlined in the KYAE Policy and Procedure Manual.
7. KYAE may monitor, evaluate, and/or provide program support to the Second Party for activities performed under this contract.
8. There shall be a designated computer sufficient for KYAE's required information management system to provide accurate electronic data on program outcomes and performance. Internet access, including e-mail, shall be available via a dedicated line, and each program employee shall have individual e-mail access. Computer equipment purchased with KYAE funding will meet minimum standards as detailed on the KYAE website and is the property of the second party except, however, if the contract is terminated or not renewed, all computer equipment with remaining useful life will revert to KYAE.
9. Students shall have access to curriculum and related learning products available on the Internet.
10. The Second Party shall maintain a strong commitment to serve individuals in the community who are most in need of literacy services, including individuals who are low-income or have minimal literacy skills, and shall offer adult learners flexible schedules (evening and/or weekend hours as needed) and support services whenever possible.
11. The Second Party shall form partnerships and coordinate with other available resources in the community, such as elementary, secondary, and postsecondary educational institutions; one-stop centers; job training programs and social service agencies.

Funding Out Provision:

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

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.

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

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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.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

The Second Party agrees to maintain all records pertaining to this agreement for a period of not less than three (3) years after the contract closing date and that all matters pertaining to this contract (i.e., 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). This includes files of all personnel, financial records, statistics, property, participants, and supporting documentation or other written materials that relate to the delivery of service.

The Second Party agrees to permit staff of KYAE, or persons acting for KYAE, and/or staff designated by appropriate federal agencies, to monitor and evaluate services being performed. The Second Party also agrees to submit all records and documentation of service provisions in regard to contracted services when requested for monitoring purposes.

The Second Party agrees to maintain records that are sufficient to identify the results of the service provided to each individual and for use in evaluating the effectiveness of the total program. These records will be made available to KYAE staff upon request.

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

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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) 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

Registration with the Secretary of State by a Foreign Entity.

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

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

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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 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

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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.

Effective Date: July 1, 2015 - Expiration Date: June 30, 2016

Authorizing Signatures

We, the undersigned, hereby acknowledge our agreement to the terms and conditions contained in this document and that we are authorized to obligate our respective organizations accordingly.

1st Party: _____ Date _____
Reecie Stagnolia, Vice President, KYAE

Approved as to form and legality: _____
(Optional) Travis Powell, General Counsel CPE

2nd Party: Signature _____ Date _____

Printed Name _____ Title _____

Approved as to form and legality: _____
(Optional) Second Party

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Council on Postsecondary Education
Title VI of the Federal Civil Rights Act

Sub recipient Acknowledgement Form

2015

Accompanying this acknowledgment form is the Council's current Title VI plan, which is applicable to the following federal programs administered by the Council: Improving Educator Quality, Adult Education, and GEAR-UP Kentucky. We appreciate your cooperation completing and returning this form timely in order for the Council to continue to assure we are meeting our Title VI responsibilities.

Title VI of the Civil Rights act of 1964 (42 U.S.C. 2000d) provides:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In addition Executive Order 13166, August 11, 2000 requires that programs and services be made available to individual participants with Limited English Proficiency (LEP).

Federal Program Name:

Board of Education of Jefferson County Kentucky

Program Director Name and Title: Joyce Griffith, Director Adult & Continuing Education

Return the completed form within 30 days to the CPE grant contact identified below:
(Scanned attachments and faxes are acceptable)

1. Board of Education of Jefferson County Kentucky is a sub recipient and/or contractor of the federal program listed above and has received a copy of the Council's current Annual Title VI Implementation Plan and is in compliance with the policies stated therein. A copy of the current plan can be always be obtained at <http://cpe.ky.gov/about/titlevi.htm>

2. As a requirement of the Title VI plan, the sub recipient/contractor will follow the Council's Title VI plan or the sub recipient / contractor's Title VI plan. Please check which plan will be followed:

☐ Council on Postsecondary Education Title VI Plan

☒ Sub recipient / Contractor Title VI plan

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Please provide the name and contact information of the sub recipient's/ contractor's responsible Title VI reporting official:

Dr. Georgia Hampton, Director of Compliance & Investigation
C.B. Young Jr. Service Center
3001 Crittenden Dr.
Louisville, KY 40209-1104

3. As a sub recipient/contractor, Board of Education of Jefferson County
Kentucky agrees to the following:

- a. Maintain adequate records on beneficiaries' participation to ensure the federal program is open to all individuals regardless of race, color, or national origin and submit compliance reports if required by Department of Education. Upon request, this information shall be provided to the Council on Postsecondary Education.
- b. Promote public outreach by ensuring Title VI posters are posted prominently in the beneficiary's views.
- c. Ensure that all employees involved in the federal program are notified of the Title VI responsibilities and complaints procedures.
- d. Implement procedures to assist beneficiaries with limited English proficiency (LEP).
- e. Forward all complaints and their resolutions, if applicable, to the Council on Postsecondary Education's Title VI Coordinator, Rebecca Bowman, 1024 Capital Center Drive, Frankfort, KY 40601.

(Signature and Date)

(Printed Name and Title)