



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: KYAE-2016-038 Marion County Perkins Nursing

Doc ID No: PON2415 1600001534 1

Procurement Folder: 4191903

Procurement Type: Memorandum of Agreement

Record Date:

Issued By: ASHLEY SMITHER

Cited Authority: KRS164.020-22

Telephone:

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MARION CO BD OF ED

755 EAST MAIN STREET

LEBANON

KY 40033

US

Effective From:

Effective To:

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Perkins Nursing		0.00		0.00000	7,000.00	7,000.00

Extended Description

Marion County will identify students who are interested in careers in healthcare by selecting enthusiastic candidates who are eager to join the ranks of caring health professionals. To support students in completing the State Registered Nurse Aide training and pass the exam to obtain the SRNA certificate the program director and one instructor will:

- Identify three (3) students who are interested and qualify to pursue the SRNA training.
 - Complete:
 - WIN Soft Skills Courseware
 - One module of the online SRNA course (assigned by KYAE)
 - Conduct research and develop one instructional unit that concurrently addresses the CCRS, KYAE Employability Standards, and the skills/knowledge needed to successfully complete the course and exam.
 - Integrate EdReady pathways for participating students, as appropriate.
 - Provide updates as requested by KYAE.
 - Attend a one-day meeting to debrief and identify replicable best practices.
 - Instructors will communicate virtually with Susie Roberts (R/LA coach) and Erron Prickett (math coach) for coaching on contextualizing instruction to prepare students for the SRNA exam.
 - At the conclusion of the pilot, be available as a resource to other programs that plan to implement the integration of employability skills.
- Effective date: 3/1/2016-06/30/2016. Budgeted source of funds: 100% Federal. Method of payment: Cost-reimbursement upon receipt and approval of monthly KYAE Expenditure Report submitted online. All costs must be reasonable, allowable and actual.

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Total Order Amount:

7,000.00

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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 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 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

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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 Second Party agrees to:

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. 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.
6. 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.
7. Failure by the Second Party to adhere to KYAE reporting requirements may result in:

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- ✂ Reimbursements being delayed or withheld; or
- ✂ The 30-day contract termination clause being invoked by KYAE.

G. 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.

H. 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.

I. EXTENSION/AMENDMENTS

The terms and conditions of this contract may be extended or amended by mutual consent of the parties in writing.

J. TERMINATION

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

K. 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.

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.

L. 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.

M. 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 preceding 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

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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.

N. 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.

O. 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.

P. 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.

SCOPE OF WORK FY 2015 – 2016

Marion County will identify students who are interested in careers in healthcare by selecting enthusiastic candidates who are eager to join the ranks of caring health professionals. To support students in completing the State Registered Nurse Aide (SRNA) training and pass the exam to obtain the SRNA certificate the program director and one instructor will:

1. Identify three (3) students who are interested and qualify to pursue the SRNA training.

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2. Complete:
 - (a) WIN Soft Skills Courseware
 - (b) One module of the online SRNA course (assigned by KYAE)
3. Conduct research and develop one instructional unit that concurrently addresses the CCRS, KYAE Employability Standards, and the skills/knowledge needed to successfully complete the course and exam.
4. Integrate EdReady pathways for participating students, as appropriate.
5. Provide updates as requested by KYAE.
6. Attend a one-day meeting to debrief and identify replicable best practices.
7. Instructors will communicate virtually with Susie Roberts (R/LA coach) and Erron Prickett (math coach) for coaching on contextualizing instruction to prepare students for the SRNA exam.
8. At the conclusion of the pilot, be available as a resource to other programs that plan to implement the integration of employability skills.

Effective date: 3/1/2016-06/30/2016. Budgeted source of funds: 100% Federal. Method of payment: Cost-reimbursement upon receipt and approval of monthly KYAE Expenditure Report submitted online. All costs must be reasonable, allowable and actual.

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 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.

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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 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.

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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/fibr/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 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.

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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.

Effective Date: March 1, 2016 - Expiration Date: June 30, 2016

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

Sub recipient Acknowledgement Form

2016

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:

Program Director Name and Title: _____

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

1. _____ 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:

3. As a sub recipient/contractor, _____
_____ 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)

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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.

Council on Postsecondary Education (1st party)

Reecie Stagnolia, Vice President KYAE Date _____

Approved as to form and legality

Travis Powell, General Counsel

2nd Party

Signature Date

Printed Name: _____

Title: _____

Approved as to form and legality (optional)

Legal or General Counsel