

Effective From: 07/01/2016

Effective To: 06/30/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Nelson Co. BOE FY17		0.00		0.00000	292,016.02	292,016.02

Extended Description

Administer the Family Resource and Youth Services Centers program within the parameters established in the approved plan(s) and this agreement. Employ full time center coordinator(s) responsible for the provision of both core and optional components to students and/or families served by the school(s) either onsite or offsite through referral to existing services or by direct provision if no alternative exists. The school district center is as follows: Cardinal Center YSC, Team Up! FRYSC, NESTT FRYSC and The Village FRYSC. Method of Payment: Upon receipt of invoice. Source of funds: Funds transferred pursuant to KRS 156.497. 100% General Funds. Term of contract 7/1/16 to 6/30/17.

Contact: Anthony Orr 859-349-7000

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Title Page

For

Memorandum of Agreement

Between a State Agency & Other Governmental Body or Political Subdivision

Cabinet for Health and Family Services

Department for Family Resource Centers and Volunteer Services

Family Resource and Youth Services Centers (FRYSC)

POINT OF CONTACT

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Section 1—Purpose and Background

1.00—Purpose and Background

Pursuant to statutorily established and continuing eligibility in the designated school(s), provide local administration of the Family Resource and Youth Services Centers (FRYSC) program within the parameters established in the approved plan(s) and this agreement. Employ full-time center coordinator(s) that shall be responsible for the provision of both core and optional components to students and/or families served by the school(s) either on-site or off-site through referral to existing services or by

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direct provision if no alternative exists. Provide activities and additional services as deemed necessary by local need surveys and described in the approved plan. The Cabinet will provide funding, training, support and technical assistance to the District in the local administration of this program.

1.01—Issuing Office

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

1.02—Communications

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

1.03—Terminology

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

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

Contract Specialist, Buyer, Purchaser, or Contract Officer

Proposal, or Offer

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

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

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

1.04—Definitions/Acronyms

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

(DFRYSC) Division of Family Resource and Youth Services Centers

(FRYSC) Family Resource and Youth Services Centers

(DCBS) Department for Community Based Services

(KTAP) Kentucky Transitional Assistance Program

(CHFS) Cabinet for Health and Family Services

(IC) Infinite Campus

1.05—Organization

This contract is organized in the following manner:

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

Section 2—Scope of Work / Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 3— Finance Terms and Conditions of the Contract

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

Section 5—Federal Requirements

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Section 2—Scope of Work

2.00—Services Required

The Second Party shall:

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

2.01—Deliverables

The Second Party shall perform the following services:

A. Approved Plan

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

- a. Ensure that each center complies with the provisions set forth in its approved plan, for:
 - 1) Financial operations;
 - 2) Marketing services and activities;
 - 3) Training support staff and school personnel;
 - 4) Minimizing stigma of participants;
 - 5) Involving parents and families;
 - 6) Self-evaluation of the Center's program; and,
 - 7) Granting priority status for receipt of services to economically disadvantaged students and families, if resources are limited.
 - 8) The Approved Plan is hereby incorporated by reference, as if fully set forth herein.

b. Ensure that each center develops and maintains procedures pertaining to parental or guardian consent for children who receive services, except when state or federal law supersedes this requirement, and for sharing confidential information with other service providers.

c. Ensure that each center develops and adheres to approved action components that address the core components as outlined in the New or Continuation Program Plan relative to whether the center is a Family Resource Center, Youth Services Center or Family Resource and Youth Services Center and any optional components. Each component within the plan shall be addressed by an individual action component in a way that is consistent with the needs assessment.

d. Ensure that the center revises elements of the programs included in the action components of the approved plan as needed with submission and approval of the proposed revision(s) on the form specified by the Cabinet and submitted to the appropriate DFRYSC Regional Program Manager (RPM), except during the last sixty (60) days of the agreement.

e. Ensure that, prior to the direct provision of services by a center, the center staff shall promote identification, coordination, and utilization of existing resources to meet the needs identified in the needs assessment and in accordance with its action component plans.

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f. Ensure that local centers develop specific optional components, as needed, that shall be based on needs assessments and that these optional components shall be developed in a way that promotes the identification, coordination, and utilization of existing resources.

g. Ensure that each center coordinates and collaborates with state and local agencies or organizations for the provision of student and family support services.

h. Ensure that middle or high schools served by FRYSCs participate in the Youth Risk Behavior Survey if selected for inclusion by the Centers for Disease Control and Prevention.

B. General Personnel

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

2. Ensure that center staff work under the supervision of the center coordinator.

3. Evaluate all center staff according to local district policy but, at a minimum, biennially utilizing position-specific protocols.

4. Ensure that center coordinators coordinate the hiring, evaluation, and reassignment of staff paid with FRYSC funds.

5. Ensure that no center coordinator spends any of his/her time in the supervision of other center coordinators or staff that is not directly related to center programs.

6. Ensure that center coordinators are responsible for carrying out the activities specified in the approved New or Continuation Program Plan.

7. Ensure that Administrative Staff shall not assign coordinators duties that are unrelated to the implementation and/or operation of the center.

8. Ensure that, although center coordinators are eligible to apply for extra service duties outside established center operation hours, they shall not spend any of their required time, which is paid under this agreement, performing these duties.

9. Ensure that the center coordinator, additional full-time or part-time center staff, and volunteers, have a criminal record check for individuals with supervisory relationships with students upon initial employment and may be subject at any point thereafter to be in compliance with all local District policies.

10. Ensure center staff are in compliance with time and attendance requirements.

C. Advisory Council

1. Ensure that each center adheres to the following requirements and maintains the following for each center:

a. A local advisory council whose voting membership is comprised of:

1) At least one-third (1/3) parents/caregivers who are not employees of the school district in any capacity and who reflect the composition of the school(s) community in gender, racial, ethnic and socio-economic status;

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- 2) Not more than one-third (1/3) staff representing the school(s) served by the center;
- 3) The remaining council members must be made up of representatives from community partners;
- 4) And, at least two (2) students in a Youth Services Centers or a Family Resource Youth Services Centers.

b. Ensure that advisory council meets at least every other month to maintain program and fiscal review of the center operations through ongoing discussion including the following:

- 1) Needs assessment;
- 2) Component updates;
- 3) Budget and fiscal reports; and,
- 4) Evaluation activities.

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

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

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

D. Site Location(s)

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

E. Records

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

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

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

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

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

e. Exceptions are:

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

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

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

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

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

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

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

F. General Responsibilities

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

2.02—Programmatic Requirements

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

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

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

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

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

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

F. That the Second Party may request a waiver of the full-time center coordinator requirement, in writing. The decision to grant such a waiver shall rest in the sole discretion of the DFRYSC

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Director. In the event that the DFRYSC Director grants such a waiver, in no event shall it last longer than 1 year. Such waivers may be requested on a form approved by the Cabinet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. That prior written approval of the Cabinet through the DFRYSC is required for any purchase of a single item over \$500 and any purchase of goods or subcontracts equal to \$1,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.03—Reporting Requirements

Second Party shall meet the following reporting requirements:

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

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

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

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

4. The first period semi-annual MUNIS financial report reflects true and actual expenditures for the first six months of the program fiscal year and shall be submitted upon request of the Regional Program Manager.

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5. The year-end MUNIS financial report reflects true and actual expenditures for the fiscal year and shall be received by August 15 of each year.

6. Each center report shall include the center name for identification purposes.

7. Only center expenditures shall be reflected on this report.

8. Failure to comply with any of the aforementioned requirements may result in delay or withholding of payment of funds.

9. Second Party acknowledges and agrees that CHFS may monitor the contract in accordance with the stated goals and objectives as submitted in the Second Party's approved plan according to DFRYSC monitoring schedule and procedures.

2.04—Pricing and Payment Requirements

1. Advance quarterly payments by the Cabinet to the Second Party shall be made upon submission of an approved Funding Request Form/Invoice to the DFRYSC Director.

2. Any unexpended funds shall be applied toward next fiscal year's program allocation amount and shall be retained by the Second Party (if applicable).

3. The Cabinet retains the right to delay payment if the Second Party does not comply with the Cabinet's programmatic and fiscal reporting requirements.

2.05—CHFS/Agency Responsibilities

CHFS may:

1. To provide technical assistance, training and all necessary reporting documents and/or formats.

2. To arrange and conduct training sessions for designated school district staff periodically throughout the year.

3. To ensure that all policy decisions, changes therein, interpretations and reinterpretations of policy affecting this contract will be distributed to the Second Party promptly by the Cabinet.

4. To ensure there will be no discrimination against any applicant for, or recipient of services on account of race, color, age, sex, religious creed, ancestry, or national origin in performance of this agreement.

2.06—Information Technology Requirements

Second Party shall ensure the following requirements are met:

1. Make provisions for obtaining computer hardware and software that meets or exceeds minimum specifications of the Kentucky Department of Education.

2. DFRYSC specifications include the following:

A. On-line Internet and e-mail capabilities;

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- B. In-out telephone line; and,
- C. Desktop access to Infinite Campus (IC)
- D. Desktop MUNIS and/or monthly detailed MUNIS reports.

3. The Second party shall be responsible for hardware and software upgrades.

Electronic Health Record Technology Incentive Program - The Vendor shall comply with all applicable provisions of 42 CFR 495.

Section 3—Finance Terms and Conditions of the Contract

3.00—Beginning of Work

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

3.01—Cancellation

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

3.02—Funding Out Provision

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.03—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.

3.04—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(8) and (10), 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 agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence,

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received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

3.05—Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

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

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, 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. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, 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/she 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

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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 agreement or with any of the said rules, regulations or orders, this agreement 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.

Section 4—CHFS Standard Terms and Conditions

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

4.00—Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department named on the Title Page and approved by the Office of Policy and Budget, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

- A. This written agreement and any subsequent written amendments to this agreement; and
- B. Any clarifications concerning the Contractor's proposal.

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

4.01—Term of Contract and Renewal Options

The term of the Contract is to be for the period of July 1, 2016 through June 30, 2017.

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This agreement is 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 filed with the Legislative Research Commission, Government Contract Review Committee.

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

4.02—Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Department named on the Title Page of the Cabinet for Health and Family Services prior to the effective date of such modification or change. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Sole Point of Contact on the Title Page for consideration and decision.

4.03—Notices

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

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Sole Point of Contact listed on the title page immediately preceding the Table of Contents.

Notices made by the Department to the Contractor shall be sent to the Contractor Representative listed in the Extended Description of Commodity Line 1 of the resulting contract.

4.04—The Contract

The Department for Family Resource Centers and Volunteer Services has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Board of Education is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

4.05—Effective Date of Contract and Earliest Date of Payment

This agreement is not effective and binding until the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet or his/her authorized designee have approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC").

Payments on personal service contracts and memoranda of agreement 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.

4.06—Contract Renewals

Upon expiration of the initial term, contract renewal shall be subject to prior approval from the Office of Policy and Budget, the Secretary of the Finance and Administration Cabinet or his authorized designee

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and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

4.07—LRC Policies

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

4.08—Choice of Law and Forum

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

4.09—Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

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

4.10—Payment

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

4.11—Expenses

Travel expenses, if authorized:

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

Other expenses, if authorized herein:

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

4.12—Purchasing and specifications

The Contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

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4.13—Conflict-of-interest laws and principles

The Contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

4.14—Campaign Finance

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

4.15—Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Contractors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Contractor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

4.16—Social security

The Contractor and all other parties so contracted for services under the scope of service of this contract are cognizant that the CHFS is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Contractor for this contract.

4.17—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

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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>

4.18—Attachment(s)

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

4.19—Contract Conformance

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

4.20—Advertising Award

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

4.21—No Required Use of Contract

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

4.22—Minority Recruitment, Hiring and Reporting Requirements

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

4.23—Assignment

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

4.24—Bankruptcy

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

- A. promptly cures all defaults under this Contract;

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B. promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and

C. provides adequate assurance of future performance, as determined by the Commonwealth.

4.25—Contractor Cooperation in Related Efforts

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

4.26—Headings

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

4.27—Severability

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

4.28—Indemnification

To the extent allowed by Kentucky law, the Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by the Contractor during the term of this or any prior Agreement with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the Contractor or any of the Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

4.29—Sovereign Immunity

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

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4.30—Force Majeure

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

4.31—Code of Ethics

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

4.32—Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.33—Service Delivery Requirements

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

- A. All applicable federal and state statutes and regulations as they are currently in effect;
- B. All commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
- C. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and CHFS and submitted to a federal agency.

4.34—Total Amount of Funds and Budget Revisions

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

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

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4.35—Subcontractors

Unless provided in the scope of work and pre-approved at the Cabinet level, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

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

A. Responsibility for Subcontractor Contract Requirements

The Contractor shall have a Contract with any subcontractor that the Contractor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the subcontractor's section. The subcontractor must make available to the Contractor and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.

No obligation or right of the Contractor under this Contract shall be subcontracted to another, without prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Contractor, upon the cabinet's request, shall submit the subcontract for approval to: Cabinet for Health and Family Services, Name of Department, Department Address listed on the Title Page.

B. Subcontractor Monitoring Requirements

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

The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials which are pertinent to this contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

4.36—Indirect Cost

Except as otherwise authorized by this contract, no indirect costs shall be reimbursed.

4.37—Financial Record Retention

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

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4.38—Response/Compliance with Audit Findings

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

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

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

4.39—Equipment and Property

1. The Second Party may, with funds in this contract, purchase or lease any equipment, which has a single unit cost of \$499 or less, without prior written approval from the Cabinet through DFRYSC; however, local district policy and procedures apply.

2. The Second Party shall obtain prior written approval from the Cabinet through the DFRYSC Director copy the contract specialist referenced in Section 3.07 for any equipment, purchased or leased, that has a unit cost of \$500 or more.

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

4. The request shall include:

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

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

A. Property of CHFS

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

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B. Property Control Ledger/Logs

1. Inventory Tracking

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

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

2. Violation of Established Inventory Controls

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

3. Surplus Equipment

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

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

C. Requirement of Inventory

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

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4.40—Maintenance of Insurance

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

To the extent that the Contractor and any Subcontractor are not self-insured, each shall, in any event, name CHFS as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Contractor and any Subcontractor shall notify CHFS of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Department.

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

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

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

4.41—Research Project Approval and Institutional Review Board Requirements

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 920 KAR 1:060 which provide for a Cabinet review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects, which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the Cabinet for Health and Family Services Institutional Board. No research may begin until such time as the Board reviews and approves the project.

4.42—Scientific Misconduct

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

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4.43—Intellectual Property

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

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

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

- A. Patents;
- B. Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or
- C. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

4.44—Turnover Assistance

Upon receipt of notice of termination of the Contract from CHFS, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself.

4.45—Licensure, Certification, and Registration

The Contractor shall:

- A. Ensure that each employee under contract or in its employ obtains and maintains all appropriate licenses, registrations, and/or certifications (at all times) necessary to the extent such are required for performance under this Contract;
- B. Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and
- C. Produce copies of any employee's license, registration and/or certification at the request of CHFS or the Cabinet's designee.

4.46—Permits, Licenses, Taxes and Laws

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

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

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4.47—Legal Proceedings

Except as specifically disclosed in writing to CHFS by the Contractor, prior to the date of this Contract, Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against Contractor or any subcontractor which would have a material effect on Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the Department.

4.48—Certification Regarding Drug Free Workplace

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
- B. Establish an ongoing drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug free workplace;
 - 3. Available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violation.

4.49—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

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

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

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

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

- A. The Contractor shall cause all personnel who may have access to confidential information provided by CHFS to enter into CHFS approved confidentiality agreements and shall maintain such confidentiality agreements on file. CHFS reserves the right to direct the removal from contract administration, or the termination of access to CHFS provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.
- B. Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Contractor, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Contract.
- C. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.
- D. The Contractor shall permit unrestricted access on demand to personnel of the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

4.51—HIPAA Confidentiality Compliance

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

4.52—No Grant of Employment or Agency

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

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

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

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Section 5—Federal Requirements

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II.

The following terms shall apply to this contract regardless of whether the funding source is federal, state or other.

5.00—Certain Provisions Contained Within 2 CFR Part 200 Appendix II

5.00.01—Remedies for Breach

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

5.00.02—Provisions for Termination

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

This Contract may be terminated:

- A. If the Contractor is in default of its contractual obligations, after the Commonwealth has provided the Contractor written notice of the identified deficiencies and a specified time to cure;
- B. For convenience of the Commonwealth by providing the Contractor thirty (30) calendar days written notice of termination;
- C. Immediately for cause; or
- D. Upon less than thirty (30) calendar days' notice to the Contractor, upon written determination of the Secretary of the Finance and Administration Cabinet, or his designee, for convenience of the Commonwealth.

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

5.00.03—Clean Air Act and Federal Water Pollution Control Act

Contractor and sub-contractors shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401*et seq.*, and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251*et seq.* Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

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

The Contractor shall be compliant with 2 CFR 180 at the time of award and throughout the contract period.

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5.00.05—Certification of Lobbying Activities

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

