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Commonwealth of Kentucky

CONTRACT

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Doc Description: OVR Jefferson County Educational Cooperative	
Doc ID No: PON2 531 1700001252 1	Procurement Folder: 4441777
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: LORI MILLER	Cited Authority: FAP111-44-00
Telephone: 502-564-2663	

C O N T R A C T O R	Jefferson County Educational Cooperative
	3332 Newburg Road
	Louisville KY 40218
	US

Effective From: 05/01/2017

Effective To: 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Administrative Services, all kinds		0.00		0.00000	333,332.00	333,332.00

Extended Description

The purpose of this agreement is to facilitate Pre-employment transition services to youth considered potentially eligible for Vocational Rehabilitation services through transition services.

CFDA# 84.126A

FAIN# H126A170023

For more information, please see terms and conditions.

B I L L T O	Lori Miller	S H I P T O	496140
	Education and Workforce Development		EC-VOCATIONAL REHAB - FRANKFORT
	300 Sower Blvd, 4th Floor		275 East Main Street
	Frankfort KY 40601		Mail Drop 2-EK FRANKFORT KY 40621 US

Total Order Amount: 333,332.00

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Memorandum of Agreement
Between
The Commonwealth of Kentucky
Education and Workforce Development Cabinet
Department of Workforce Investment
Office of Vocational Rehabilitation
And
Jefferson County Educational Cooperative
Van Hoose Education Center
3332 Newburg Road
Louisville, KY. 40218

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Vocational Rehabilitation ("the Commonwealth" or "OVR") and Jefferson County Educational Cooperative ("the Contractor" or "JEFFCO") to establish an agreement for the facilitation of Pre-employment transition services to youth who are considered potentially eligible for Vocational Rehabilitation services through transition services. The initial MOA is effective from 05/01/2017 through 6/30/2018.

Scope of Services:

There are 173 local school districts and the Kentucky Schools for the Blind and Deaf throughout the state of Kentucky. These are all members of the 9 Special Education Cooperatives. The Special Education Cooperative Network is intended to assist local school districts in meeting the needs of its member districts. Services range from technical assistance, trainings, professional development, specialized services, research, and other needs identified by member districts and the Kentucky Department of Education. This Educational Coop has agreed to plan, coordinate and carry out student focused activities for high school and middle school students with disabilities (age 14-21) that are eligible or potentially eligible for OVR services in their region. Part of the coordination will include the location, facility, speakers, transportation, and materials.

The Jefferson County Educational Cooperative (JEFFCO), serves students in Jefferson County Public Schools (JCPS) and Kentucky School for the Blind (KSB).

This Educational Coop director has agreed to carry out the following three tasks for the Office of Vocational Rehabilitation in order to assist OVR to develop and implement the five core pre-employment transition services as required by the Workforce Innovation and Opportunity Act (WIOA, Sec 422.113 (c) (5)&(8). The five services are: job exploration counseling, work based learning experiences, counseling on post-secondary educational opportunities, workplace readiness training, and instruction

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in self-advocacy. Part of this coordination will include the location, facility, speakers, agenda, transportation and materials.

1. Per contract year develop, plan, coordinate and carry out a student focused conference exclusive for middle school students with disabilities in all local educational agencies in their region and should focus exclusively on Pre-Employment Transition Services in the 2016-17 school year and again in the 2017-18 school year.

The objective of the conference is to provide students with informational sessions on job exploration, work based learning experiences, post-secondary options, workplace readiness training, and self-advocacy, including peer mentoring. The purpose is to bring students with disabilities together for the dissemination of transition related information and provide trainings on topics related to exploring future employment options and post high school activities.

2. Per contract year develop, plan, coordinate and carry out a student focused conference exclusive for high school students with disabilities in all local educational agencies in their region and should focus exclusively on Pre-Employment Transition Services in the 2016-17 school year and again in the 2017-18 school year. (WIOA, Sec 422.113 (c) (5)&(8))

The objective of the conference is to provide students with informational sessions on job exploration, work based learning experiences, post-secondary options, workplace readiness training, and self-advocacy, including peer mentoring. The purpose is to bring students with disabilities together for the dissemination of transition related information and provide trainings on topics related to transitioning from high school to post high school activities, including employment.

3. To develop, plan, coordinate and carry out comprehensive weekly group workshops to the schools in their district during the school year and provide summer workshops/camps/experiences over the summer months. The programs will be for students with disabilities in need of pre-employment transition services who are eligible or potentially eligible for Vocational Rehabilitation services. Educational Cooperatives will provide short-term group workshops across their districts targeting students with disabilities age 14-21, utilizing a pre-approved curriculum specific to the five core Pre-ETS requirements, using best practices and research based ideas.

Within the first quarter of each contract year the Cooperative will provide to the OVR Administrator an overview of their plan to implement in-school workshops and summer activities with timelines.

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The educational cooperative will provide initial plans for each youth conference prior to the event and include an OVR contact person on their planning committee that will assist with the planning and development.

Prior to implementing conferences, submit detailed budget for each conference individually and minimally include:

1. Space for the conference with dates,
2. Speaker costs, including travel,
3. Travel/transportation for students to and from their high school,
4. Materials needed to conduct an effective conference.

OVR will establish the staff goals and outcome expectations for performance. The staff will be certified full time staff, with benefits, with minimum master's level of education and 5 years of experience working with students with significant disabilities. Regional and statewide travel is expected, as well as extensive summer work for both execution and planning of the activities.

The Cooperative may partner with local Community Rehabilitation partners, post-secondary educational partners, career centers, advocacy groups and parent organizations in order to best service the students in achieving the tasks.

Special underserved student populations (foster care, Department of Juvenile Justice, low incidence) may also be served by partnering with organizations best suited to the needs of the students. Utilizing existing cooperative educational staff such as outreach consultants, College and Career Readiness consultants, etc. may also be counted as staff time on the grant when they are working directly with the student during a workshop.

Staff must provide OVR quarterly travel plans, activities accomplished and planned, student data required, any invoices/receipts for payment for that previous quarter. Staff will also meet regularly with OVR staff and other regional coops to review program plans; these meetings may require travel outside their region.

Quarterly data collection and reporting requirements are: student permission from parents to participate, dates, activities, student information (911 data) including their disabilities, and other data deemed necessary for VR monitoring requests.

To document to state auditors that all funding was used for students, JEFFCO will provide the following student information to OVR on a quarterly basis:

- # Student name
- # Date of birth
- # School

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- # Current grade
- # Ethnicity & Race
- # ECE Status

Staff may also assist with employer partnerships in order to facilitate possible internship programs such as Project Search in their area.

Staff will coordinate with school districts to provide summer workshops, camps, tours, etc. Staff will coordinate and conduct youth conferences, summer conferences, establish summer projects and potentially partner with local business to ensure summer work experiences are available to students with disabilities in their area, along with stipends to the students for participation.

Other agencies and additional staff may be contracted to assist with ensuring the summer programs are a success. Incentives to the students for participation are allowable but must be documented in the budget proposal. Coordinating with businesses in the summer to provide students with work experiences may warrant a stipend or a payment to the student; this is allowable but must be pre-approved.

The first three months of the program will be hiring staff, coordinating youth conferences, initial implementation planning of workshops, summer programs will begin 6/1 and workshops will be weekly beginning 8/1.

Grants may also be adjusted and increased with any cooperative state funds available at a 1:2.5 rate of return utilizing a third party cooperative agreement to help increase capacity.

Pricing:

JEFFCO PROPOSED BUDGET DETAIL – April 2017 to June 2017

<u>Personnel</u>		TOTAL
4 Classified Staff (39 Extended Service Days/hrs)		
\$140.63 average daily rate X 25 days X 4 staff		\$22,063
<u>Miscellaneous</u>		
Travel:		
Mileage		\$4,350
*Calculated at current state travel rate and based on mileage		

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throughout district schools, local OVR offices, and workplaces for student job exploration.		
Staff Supplies		\$2,600
		\$6,950
Transition Experiences		
Estimating cost of TARC3 Tickets for 125 students		\$3,500
		\$3,500
Student Conferences		
<u>Middle School</u>	<u>High School</u>	<u>Total</u>
<u>Venue: \$3,900</u>	<u>Venue: \$3,900</u>	<u>\$7,800</u>
<u>Lunches: \$4,200</u>	<u>Lunches: \$4,200</u>	<u>\$8,400</u>
<u>*Includes 350 students per conf. @ \$12 state per diem</u>	-	-
<u>A/V: \$900</u>	<u>A/V: \$900</u>	<u>\$1,800</u>
<u>Speaker Fees: \$5,000</u>	<u>Speaker Fees: \$5,000</u>	<u>\$10,000</u>
<u>*Includes fee and travel expenses</u>	-	-
<u>Substitutes: \$6,000</u>	<u>Substitutes: \$5,900</u>	<u>\$11,900</u>
<u>*based on costs of substitute in JEFFCO at \$120.41</u>	-	-
<u>Contract Transportation: \$3,000</u>	<u>Contract Transportation: \$3,000</u>	<u>\$6,000</u>
<u>Supplies & Materials: \$4,000</u>	<u>Supplies & Materials: \$4,000</u>	<u>\$8,000</u>
<u>*Will include professional pad folio, flash drive, door prizes</u>	-	-
-	-	\$53,900
KSB Transition Activities Summer Program	-	-
-	<u>Sub-Total</u>	<u>\$86,130</u>
Personnel (Salaries & Benefits)	-	-
FT Certified Staff (187 Contract Days)	-	-
Salary	-	\$63,000
Life Insurance	-	\$54.00

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<u>Liability Insurance</u>	-	<u>\$43.00</u>
<u>Long Term Disability</u>	-	<u>\$189.00</u>
<u>Medicare Match</u>	-	<u>\$914.00</u>
<u>KTRS</u>	-	<u>\$10,146</u>
<u>Unemployment</u>	-	<u>\$60.00</u>
<u>Workers Compensation</u>	-	<u>\$170.00</u>
<u>Health Insurance</u>	-	<u>\$7,200</u>
<u>State Life Insurance</u>	-	<u>\$12.00</u>
<u>State Administrative Fee</u>	-	<u>\$96.00</u>
-	-	<u>\$81,884</u>
<u>FT Classified Staff (187 contract days)</u>	-	
<u>Salary</u>	-	<u>\$31,000</u>
<u>Life Insurance</u>	-	<u>\$33.00</u>
<u>Liability Insurance</u>	-	<u>\$43.00</u>
<u>Long Term Disability</u>	-	<u>\$93.00</u>
<u>FICA</u>	-	<u>\$1,922</u>
<u>Medicare Match</u>	-	<u>\$450</u>
<u>CERS</u>	-	<u>\$5,791</u>
<u>Unemployment</u>	-	<u>\$60.00</u>
<u>Workers Compensation</u>	-	<u>\$84.00</u>
<u>Health Insurance</u>	-	<u>\$7,200</u>
<u>State Life Insurance</u>	-	<u>\$12.00</u>
<u>State Administrative Fee</u>	-	<u>\$96.00</u>
-	-	<u>\$46,784</u>
<u>5 Staff (25 Extended Days)</u>	-	<u>\$25,579</u>
<u>Extended Summer Work Days for FT Cert. Staff</u>	-	<u>\$6,389</u>
-	-	-
<u>Miscellaneous</u>	-	-
<u>Travel:</u>	-	-
<u>Mileage</u>	-	<u>\$8,700</u>
<u>*Calculated at current state travel rate and based on mileage throughout district schools, local OVR offices, and workplaces for student job exploration.</u>	-	-
<u>Staff Supplies</u>	-	<u>\$1,500</u>
-	-	<u>\$10,200</u>

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Student Conferences	-	
<u>Middle School</u>	<u>High School</u>	<u>Total</u>
Venue: \$3,900	Venue: \$3,900	<u>\$7,800</u>
Lunches: \$4,200	Lunches: \$4,200	<u>\$8,400</u>
*Includes 350 students per conf. @ \$12 state per diem	-	-
A/V: \$900	A/V: \$900	<u>\$1,800</u>
Speaker: \$5,000	Speaker: \$5,000	<u>\$10,000</u>
*fees, travel expenses, misc.	-	-
Substitutes: \$6,000	Substitutes: \$5,900	<u>\$11,900</u>
Contract Transportation: \$3,000	Contract Transportation: \$3,000	<u>\$6,000</u>
Supplies & Materials: \$4,000	Supplies & Materials: \$4,000	<u>\$8,000</u>
*Will include professional pad folio, flash drive, door prizes	-	-
Weekly Group Workshops	-	<u>\$12,600</u>
Build your future Workshops	<u>1 workshop per school week x 36 workshops</u>	-
Sub-Total	-	<u>\$237,336</u>
Total Direct Costs	-	<u>\$323,466</u>
Total Budget	-	<u>\$333,332</u>

BUDGET PROPOSAL NARRATIVE

Student Conferences

JEFFCO's Student Transition Conferences will provide students with disabilities sessions on: career exploration, post-secondary options, workplace readiness training, and self-advocacy. One (1) conference will convene for middle school students and (1) for high school.

JEFFCO will evaluate conference activities through the use of student exit slips and end-of-event surveys. Students will leave with materials and knowledge to empower them through their post-secondary journey.

Through the Regional Interagency Transition Team (RITT), JEFFCO has developed a student conference planning committee and is collaborating with OVR counselors, Seven Counties, Commission for Children with Special Health Care Needs, Council on Developmental Disabilities, and more; throughout planning and implementation stages.

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Transition Experiences

Students will be supported by district staff in exploring community resources (employers, banks, career centers, OVR offices, etc.) with support from TARC3.

Summer Transition Experiences

Job Coaches will support students during summer weeks through the implementation of Pre-Employment Transition Services. Approximately 60 ECE students will be identified through collaboration with high schools throughout the district. Additionally, full-time Staff for the July 2017 to June 2018 contract will coordinate summer experiences for students that align with Pre-Employment Transition Services.

Weekly Group Workshops

JEFFCO will contract with Center for Accessible Living (CAL) to collaboratively provide students with workshops in the following areas: Career Exploration, Money Skills for the Real World, Self-Advocacy, Workplace Etiquette, and Career Readiness. Since schools know their students best we will support them in identifying students with disabilities, up to 30 per workshop with a maximum of 3 workshops per school, for the *Build Your Future Workshops*. This initiative is tailored to the needs of specific students as schools have the opportunity to identify the sessions most beneficial to their ECE student population. Weekly workshops will be implemented throughout the 2017-2018 school year.

Finance and Administration Terms and Conditions

Cancellation clause:

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

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.

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 agreement will be reduced by the amount specified in that document.

Access to Records:

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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, 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).

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 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.

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

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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.

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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

Discrimination:

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.

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2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, i 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 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

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direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Additional Terms and Conditions

If the performance of this Agreement involves the transfer by JEFFCO to OVR of any data regarding any JEFFCO student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), OVR agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than OVR and its employees, contractors and agents, without the approval of JEFFCO.
- Require all employees, contractors and agents of OVR to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of OVR having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- **Destroy or return to JEFFCO any such data obtained under this Agreement within thirty days after the date when it is no longer needed by OVR for the Project.**

BILLING:

Remit all invoices, bills, or requests for payment to: Vickey Reilly, Transition Administrator, Office of Vocational Rehabilitation: victoriaj.reilly@ky.gov

Method of Payment: Quarterly payments, expected documentation of quarterly travel plans, activities accomplished and planned, all student data required, any invoices/ receipts for payment for that quarter.

Kentucky Office of Vocational Rehabilitation reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

MONITORING:

For each conference and all workshops: before: we request student data collected (including documentation of their specific disability, parent permission, required

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Pre-ETS activity); after: provide number of students in attendance and conference evaluations. Other required submissions will be any receipts /contracts for purchases related to the conference or workshops, copy of presentation materials, agenda, biographies of speakers, and summaries of sessions. This information is required for federal monitoring purposes to ensure we are allocating funds for specific allowable expenses. If this information is not provided activities may be suspended until such a time that the required information is delivered.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this contract 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 contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

(1) Modifications

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 Office of Vocational Rehabilitation prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

(2) Pricing/Payments to Recipient

OVR shall, in accordance with the provisions of this Section, pay Recipient in the following amounts and using the methods set forth below:

(a) For performance of the services specified herein, the Office of Vocational Rehabilitation agrees to pay Recipient the sum of \$ 88,971 FY 2017 and \$244,361 in FY 2018. Unless specifically precluded in the agreement, funding can be automatically carried forward from year 1 to year 2 within the parameters of the agreement but cannot extend beyond the end date of the agreement.

(b) The Schedule of Payment to the University of Kentucky Research Foundation (UKRF) from the Office of Vocational Rehabilitation shall be on the basis of quarterly payment(s) based on billing(s) of expenditures sent to Carol Weber email Carols.weber@ky.gov, Victoria Reilly email Victoriaj.Reilly@ky.gov and Linda Grubbs email Linda.Grubbs@ky.gov for

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the respective quarter(s) from the total direct and indirect funds authorized for support of program work performance during the fiscal year from April 01, 2017 through June 30, 2018.

(c) Payment

1. Advance, Interim and Final Payments

Any advance payment allowed under this Agreement shall comply with Commonwealth Fiscal Rules and be made in accordance with the provisions of this Agreement. Recipient shall initiate any payment request by submitting standard invoices to the Commonwealth. Payments shall be made on a reimbursement basis. Recipient may request payments monthly; however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment.

2. Preliminary or Pre-Agreement Costs

Certain preliminary costs for services, incurred by Recipient prior to the execution of the grant award, may be reimbursable or included as part of allowable in-kind contributions. To be eligible, such costs shall be disclosed to the Commonwealth as preliminary and shall be subject to the cost principles set out in 2 CFR Part 200.

3. Interest

The Commonwealth shall fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Recipient previously accepted by the Commonwealth. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days.

4. Available Funds-Contingency-Termination

The Commonwealth is prohibited by law from making fiscal commitments beyond the term of the Commonwealth's current fiscal year. Therefore, Recipient's compensation is contingent upon the continuing availability of Commonwealth appropriations. If federal funds are used with this Agreement in whole or in part, the Commonwealth's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the Commonwealth's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Commonwealth or federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Commonwealth may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein.

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(d) Use of Funds. Pursuant to 2 CFR 200.420 to 200.475, funds shall be used only for eligible costs identified herein and/or in the Budget.

(3) Confidentiality

Personnel employed by OVR and the Recipient assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law. Any request or demand by a third party for OVR records and information in the possession of Recipient shall be immediately forwarded to the OVR's principal representative. All parties agree that any consumer information disclosed by OVR pursuant to this agreement is CONFIDENTIAL pursuant to 34 CFR 361.38 and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any consumer information covered under this agreement to any party unauthorized by OVR to receive said information may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party.

(a) Notification

Recipient shall notify its agent, employees, Subcontractors, and assigns who may come into contact with OVR records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

(b) Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Recipient or its agents in any way, except as authorized by this Agreement or approved in writing by the Commonwealth. Recipient shall provide and maintain a secure environment that ensures confidentiality of all OVR records and other confidential information wherever located.

(4) Fiscal Controls

The Recipient will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all funds disbursed to the Recipient by OVR. Those controls and procedures must be sufficient to permit preparation of reports required by laws authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable laws.

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(5) Records

(a) Retention

All records shall be maintained for three (3) years by the Recipient after the Agreement ends and the final financial report is submitted or until all audit questions are resolved, whichever is later.

(c) Type of Records

The Recipient will maintain records related to this agreement that fully disclose and documents:

1. The amount and disposition by the Recipient of all funds received by it from the Commonwealth;
2. The total cost of the project or undertaking in connection with the project with which the funds are given or used;
3. The amount of that portion of cost of the project supplied by other sources;
4. All expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the award; and
5. How the Recipient has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of the award.

(6) Conflict of Interest.

(a) All employees or representatives of the Recipient shall comply with any and all applicable state and federal laws, regulations, or policies regarding conflicts of interest. The Recipient shall immediately disclose to OVR any conflict of interest that it becomes aware of.

(b) Inclusion in Subcontracts. The Recipient shall include the substance of this Section in all subcontracts.

(7) Audit

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by OVR. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 4:30 p.m., local time, Monday through Friday.

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(c) The Recipient shall also provide OVR with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133 (now 2 CFR §§ 200.64, 200.70 and 200.90), as revised, and in the event that the Recipient expends \$750,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133 (now 2 CFR § 200.501).

(e) A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to OVR of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after OVR has notified the Recipient of such noncompliance.

(g) If the Recipient is subject to Single Audit requirements the Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under applicable Kentucky laws. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to OVR no later than seven (7) months from the end of the Recipient's fiscal year.

(8) Subcontracting

The Recipient agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the Recipient agrees that all requirements of the Agreement shall also be applicable to subcontractors and that the subcontractors shall be required to report to the Recipient in a manner that will meet the Recipient's reporting requirements to OVR. In no event shall any provision of this Section be construed as relieving the Recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if such performances rendered were rendered by the Recipient.

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(9) Erroneous Payments

At the Commonwealth's sole discretion, payments made to Recipient in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Recipient, may be recovered from Recipient by deduction from subsequent payments under this Agreement or other Grants, grants or agreements between the Commonwealth and Recipient or by other appropriate methods and collected as a debt due to the Commonwealth. Such funds shall not be paid to any party other than the Commonwealth.

(10) Debarment

The Recipient certifies by its signature on this Agreement that neither it nor its principals, agents, contractors and vendors are presently debarred, suspended or proposed for debarment, declared ineligible for federal benefits by any federal or state department or agency, or sentenced to a denial of federal benefits by a state or federal court, and is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (E.O.) 12549 and E.O. 12689.

(11) Breach, Notice and CureIn addition to any breaches specified in other sections of the Agreement, the failure of either party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. In the event of a breach, notice of such shall be given in writing by the aggrieved party to the other party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Commonwealth may exercise any of the remedies set forth in the Remedies section.

(12) Remedies

If Recipient is in breach under any provision of this Agreement, the Commonwealth shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in the Breach, Notice and Cure section. The Commonwealth may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively, subject to the right of the Recipient to exercise any available appeal rights.

(a) Termination for Cause and/or Breach

If Recipient fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the

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provisions of this Agreement and in a timely manner, the Commonwealth may notify Recipient of such non-performance in accordance with the provisions herein. If Recipient thereafter fails to promptly cure such non-performance within the cure period, the Commonwealth, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the Commonwealth of this right shall not be deemed a breach of its obligations hereunder. Recipient shall continue performance of this Agreement to the extent not terminated, if any.

(b) Obligations and Rights

To the extent specified in any termination notice, Recipient shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Recipient shall complete and deliver to the Commonwealth all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the Commonwealth, Recipient shall assign to the Commonwealth all of Recipient's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Recipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Recipient in which the Commonwealth has an interest. All materials owned by the Commonwealth in the possession of Recipient shall be immediately returned to the Commonwealth. All Work Product, at the option of the Commonwealth, shall be delivered by Recipient to the Commonwealth and shall become the Commonwealth's property.

(c) Payments

The Commonwealth shall reimburse Recipient only for accepted performance up to the date of termination.

(d) Remedies Not Involving Termination

The Commonwealth, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

1. Suspend Performance

Suspend Recipient's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commonwealth without entitling Recipient to an adjustment in price/cost or performance schedule. Recipient shall promptly cease performance and incurring costs in accordance with the Commonwealth's directive and the Commonwealth shall not be liable for costs incurred by Recipient after the suspension of performance under this provision.

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2. Temporarily Withhold Payment

Payment will be made upon satisfactory delivery of services.

3. Disallow or Deny Payment

Deny payment for those obligations not performed, or, that due to Recipient's actions or inactions, cannot be performed; provided, that any denial of payment shall be reasonably related to the value to the Commonwealth of the obligations not performed.

4. Removal

Demand removal of any of Recipient's employees, agents, or Subcontractors whom the Commonwealth deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest, not in the Commonwealth's best interest, or jeopardizes the Commonwealth's obligations to the United States Department of Education.

(e) Intellectual Property

If Recipient infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Recipient shall, at the Commonwealth's option (a) obtain for the Commonwealth or Recipient the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the Commonwealth.

(f) Any Other Available Remedy

The Commonwealth shall take any other remedy that may be legally available to it.

(13) Assurances

This Agreement involves the expenditure of federal funds. Therefore, the Recipient shall at all times during the execution of this Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are subject to the terms and conditions incorporated either directly or by reference in this Agreement. The Recipient shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Agreement. The federal laws and regulations include but are not limited to:

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- (a) Program Legislation/regulation;
- (b) Education Department General Administrative Regulations (EDGAR), 34 CFR Parts 74-99;
- (c) Rehabilitation Act of 1973, as amended, 29 USC 701 et seq.
- (d) Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award;
- (e) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors];
- (f) The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000];
- (g) Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers];
- (h) Standards, orders, or requirements 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 USDE and the Regional Office of the Environmental Protection Agency (EPA);
- (i) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
- (j) Office of Management and Budget Circulars 2 CFR Part 200, 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122) and A-133, as applicable;
- (k) The Hatch Act (5 U.S.C. §§ 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
- (l) The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. §§ 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. § 225 and 47 U.S.C. § 611;
- (m) The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.);
- (n) Restrictions on Lobbying (1) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (2) 43 CFR 18;
- (o) Civil Rights Assurance. The undersigned is subject to 42 U.S.C. §§ 2000d, The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., and its implementing regulation 45 CFR Part 91; Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.

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§ 794, and implementing regulation, 45 CFR Parts 80, 84 et seq.; Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability.

(p) These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;

(q) Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Recipient on the basis of race, color, national origin, age, sex (in education activities) or disability.

(r) Protection of Human Subjects. To the extent applicable to it, the Recipient agrees to comply with the requirements set out in 34 CFR Part 97 relating to research that involves human subjects.

(s) Drug and Alcohol Abuse Prevention Program. The Recipient agrees to comply with the requirements set out in 34 CFR Part 86, requiring institutions of higher education that receive federal assistance to certify that it has adopted and implemented a drug abuse prevention program.

(14) Assignment and Subgrants

Recipient's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of the Commonwealth. Any attempt at assignment, transfer, sub-granting without such consent shall be void. All assignments, sub-grants, or Subcontractors approved by Recipient or the Commonwealth are subject to all of the provisions hereof. Recipient shall be solely responsible for all aspects of sub-granting arrangements and performance.

(15) Binding Effect

Except as otherwise provided, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(16) Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(17) Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

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(18) Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

(19) Indemnification-General

To the extent permitted by Kentucky law, the Recipient agrees to hold OVR harmless and to indemnify OVR from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Recipient or its subcontractors, if any, pursuant to this Agreement.

(20) Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

(21) Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Commonwealth if Recipient fails to perform or comply as required.

(22) Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

(23) Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(24) Representations and Certifications

Recipient makes the following specific representations and certifications, each of which was relied on by the Commonwealth in entering into this Agreement:

(a) Standard and Manner of Performance

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Recipient shall use its best efforts to perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the field, industry, trades or profession and in the sequence and manner set forth in this Agreement.

(b) Licenses, Permits, Etc.

Recipient represents and certifies that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Recipient certifies that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the Commonwealth or other adjustment in Agreement Funds. Additionally, all employees and agents of Recipient performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Recipient, if a foreign corporation or other foreign entity transacting business in the Commonwealth of Kentucky, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the Commonwealth of Kentucky and has designated a registered agent in Kentucky to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Recipient to properly perform the terms of this Agreement shall be deemed to be a material breach by Recipient and constitute grounds for termination of this Agreement.

(25) Reporting Requirements

The Recipient shall comply with the following reporting requirements:

(a) Performance and Progress

Recipient shall file quarterly progress reports with the Commonwealth detailing the status of the Project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Recipient receives the notice to proceed, and every three (3) months thereafter until final approval of the completed Project is performed by the Commonwealth. The quarterly reports shall reflect the Recipient's progress in meetings its stated goals and objectives. After the Project is completed, Recipient shall file an annual report with the Commonwealth. The Commonwealth may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the Commonwealth will still be able to meet its performance reporting obligations to the Federal agency.

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(b) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Recipient entity, which reads as follows: "I certify that all expenses reported (or payments requested) are for appropriate purposes and in accordance with the Agreement set forth in the application and award documents".

(c) Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect Recipient's ability to perform its obligations hereunder, Recipient shall notify the Commonwealth of such action and deliver copies of such pleadings to the Commonwealth's principal representative as identified herein. If the Commonwealth's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OVR.

(d) Noncompliance

Recipient's failure to provide reports and notify the Commonwealth in a timely manner in accordance with this Section may result in the delay of payment of funds and/or termination as provided under this Agreement.

(26) Approvals

(a) Signatory Authority

The Recipient assures and guarantees that the Recipient possesses the legal authority to enter into this Agreement, to receive funds pursuant to and authorized by this Agreement and to perform the services the Recipient has obligated itself to perform pursuant to this Agreement.

(b) Authorized Representative

The person or persons signing and executing this Agreement on the Recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Recipient to execute this Agreement on the Recipient's behalf and to validly and legally bind the Recipient to all contractual terms, performances and provisions. If requested, the Recipient will provide OVR with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

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Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

Buddy Hoskinson Executive Director
Signature Title

Buddy Hoskinson 3/21/17
Printed Name Date

2nd Party:

Signature Title

Printed Name Date

Other Party

Signature Title

Printed Name Date

Approved as to form and legality:

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Patricia B. A. *dm*
Attorney

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Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

Each bidder or offeror swears and affirms under penalty of perjury, that:

In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

Each contractor further swears and affirms under penalty of perjury, that:

In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

In accordance with KRS 121.3 30(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of

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officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____