



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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**Doc Description:** DP1275/ Boone County Head Start / QUALITY IMPROVEMENT**Doc ID No:** PON2 135 1700002300 1**Procurement Folder:** 4531612**Procurement Type:** Memorandum of Agreement**Record Date:****Issued By:** KYLA SATTERLY**Cited Authority:** FAP111-44-00**Telephone:** 502-564-8098**C  
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NORTHERN KENTUCKY COMMUNITY ACTION

717 MADISON AVE

COVINGTON

KY 41011

US

**Effective From:** 07/01/2017**Effective To:** 12/31/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Grant Application 1		0.00		0.00000	15,000.00	15,000.00

**Extended Description**

Northern Kentucky Community Action - Boone County Head Start is approved to implement quality improvement initiatives within the local community as described in the quality improvement grant application submitted by Northern Kentucky Community Action - Boone County Head Start in the funding categories of:

1. Professional Development
2. Curriculum, Screening & Assessment
3. Classroom & Instructional Quality

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494552

FINANCE OAS

702 CAPITAL AVENUE

Rm 195 Capital Annex Bldg

FRANKFORT

KY 40601

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O****Total Order Amount:**

15,000.00

### Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Governor's Office of Early Childhood ("the Commonwealth") and Northern Kentucky Community Action - Boone County Head Start ("the Contractor") to establish an agreement for implementing quality improvement initiatives within the local community as described in the quality improvement grant application submitted by Northern Kentucky Community Action - Boone County Head Start. The initial MOA is effective from July 1, 2017 through December 31, 2017.

**Scope of Services:**

School Readiness in Kentucky means that each child enters school ready to engage in and benefit from early learning experiences that best promote the child's success and ability to be Ready to Grow, Ready to Learn & Ready to Succeed. Building upon that sentiment, the quality improvement grant was created, on behalf of Kentucky All STARS, in collaboration with the Kentucky Governor's Office of Early Childhood (GOEC), the Cabinet for Health and Family Services, Division of Child Care, and the Kentucky Department for Education for early care and education providers.

After exploring a number of models for early childhood education, Kentucky All STARS has defined the following Funding Categories in which the quality improvement grant can be utilized to achieve School Readiness toward purchases or resources within the following areas:

1. Professional Development
2. Curriculum, Screening & Assessment
3. Family & Community Engagement
4. Classroom & Instructional Quality
5. Other

In utilizing grant funds for one, or up to five, of the above categories, the goal is to better equip early care and education programs with the resources needed to increase school readiness in communities.

Northern Kentucky Community Action - Boone County Head Start is approved to implement quality improvement initiatives within the local community as described in the quality improvement grant application submitted by Northern Kentucky Community Action - Boone County Head Start in the funding categories of:

1. Professional Development
2. Curriculum, Screening & Assessment
3. Classroom & Instructional Quality

**Pricing:**

Northern Kentucky Community Action - Boone County Head Start is awarded a total amount of \$15,000.00.

The budget for this award is set pursuant to the Contractor's grant application(s) approved by the Governor's Office of Early Childhood Selection Committee. The budget may be amended per the Commonwealth's approval; however, the total contract amount shall not be modified.

**Budget per Application:**

Application 1: \$15,000.00

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The Contractor shall receive payment for the full contract amount at the beginning of the contract term to support start-up activities. Only expenditures incurred within the contract period shall be funded through the contract. Any expenditure incurred prior to or after the contract term will not be funded through the contract. The Contractor shall return any unused contract funds to the Commonwealth within 30 calendar days of the contract end date.

All personnel and fringe benefit costs shall be paid in amounts commensurate with the percentage of time the Contractor staff devotes to the program. Contract dollars may not be used for food or beverage purchases.

The Contractor shall submit proof of expenditures incurred between the start date of the contract and September 30, 2017 no later than October 15, 2017. Proof of expenditures incurred between October 1, 2017 and December 31, 2017 shall be submitted no later than January 15, 2018. Proof of expenditures should itemize the expenses incurred by the Contractor for work performed under this contract and which are to be funded through this contract award to the Kentucky Governor's Office of Early Childhood. Proof of expenditures will be monitored to confirm contract amounts are allowable and unused contract funds are returned to the Commonwealth within calendar 30 days of the contract end date.

The Commonwealth reserves the right to monitor, audit and track the Contractor's performance over the course of the contract term. The Commonwealth shall monitor activities and evaluate performance pursuant to the contract requirements and federal and state regulations and guidance. The information gathered may be used in the administration of this contract, including payment, and may be used when evaluating the Contractor in future procurements.

**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:**

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

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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 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

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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 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.

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## Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract 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 contract 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 contract.

### 1st Party:

Randy Poe  
Signature

Superintendent  
Title

Randy Poe  
Printed Name

5/22/17  
Date

### 2nd Party:

Lauree Nolsing  
Signature

VP Childrens Services  
Title

Lauree Nolsing  
Printed Name

5/25/17  
Date

### Other Party:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Approved as to form and legality:

\_\_\_\_\_  
Attorney