

The Greater Louisville Workforce Development Board

Contract No.: 600-300-18

Funding Source: Department for Community Based Services

Contractor: Board of Education of Jefferson County, Kentucky

THIS AGREEMENT, made and entered into as of this 1st day of July 2017, by and between The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 ("the Board"), as the Administrative Entity for the Greater Louisville Workforce Development Area and the Board of Education of Jefferson County Board Kentucky, 3332 Newburg Road, Louisville, Kentucky, 40218 ("the Contractor").

WITNESSETH:

WHEREAS the Board has received Federal Grants through the Kentucky Cabinet for Health and Family Services via the Department for Community Based Services, which provide for expenditures to be made for various activities authorized by Temporary Assistance for Needy Families ("TANF") legislation, and

WHEREAS the Board is responsible to Kentucky Cabinet for Health and Family Services via the Department for Community Based Services for the expenditure of funds and program operations in compliance with provisions of TANF and its implementing regulations, directives, and guidelines for the expenditure of funds and program operations;

WHEREAS the Board desires to have a range of training and employment activities and services for eligible customers under TANF / K-TAP, KWP and/ or other grants;

WHEREAS the Contractor is a party capable of providing certain employment, training, placement activities and services for The Greater Louisville Workforce Development Board; and

WHEREAS the Board, in accordance with its Policies and Procedures, has selected the Contractor to provide employment services identified for recipients of TANF / K-TAP funding

specified in the Program Narrative incorporated herein, during the 1st day of July 2017 to the 30th day of June 2018.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF AGREEMENT. The Contractor shall, using TANF funds, provide recipients with an adult basic education program offering customized Literacy, ABE, GED, and ESL instructional services in Jefferson County Kentucky under the following terms and conditions:

2. Compliance and Performance.

The Contractor shall comply with the applicable requirements of TANF, their implementing regulations, and the applicable requirements of any and all legislation and implementing regulations pertaining to programs or activities that receive Federal funding. In particular, the Contractor agrees to comply with all applicable standards, orders and requirements, including, but not limited to, the following Federal and State laws, issuances and any subsequent amendments:

2.1 Specific Federal and State Regulations

In particular, the Contractor agrees to comply with all applicable standards, orders and requirements, including, but not limited to, the following federal and state laws, issuances and any subsequent amendments:

2.1.1 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).

2.1.2 The Americans with Disabilities Act of 1990 (Public Law 101-336; 42 U.S.C. 12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.

2.1.3 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

2.1.4 The Davis-Bacon "Wages and Hours" Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

2.1.5 Sections 103 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).

2.1.6 Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

2.1.7 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).

2.1.8 Executive Order 12549 of February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Contractor's signed certification is incorporated by reference hereto.

2.1.9 Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. 1352 (OMB 0348-0046). The Contractor's signed certification is incorporated by reference hereto.

2.1.10 Senate Bill 258 codified at KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Contractor's signed certification is incorporated by reference hereto.

2.1.11 Certification for a Drug Free Workplace.

2.1.12 The Contractor shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Development Act of 1998 (WIA) (Section 188), 29 U.S.C. 2938, including the Nontraditional Employment for Women Act of 1991 (29 U.S.C. 1737); Equal Pay Act of 1963, as amended (29 U.S.C. 206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.); section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 793); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. 621); Vietnam Era Veterans' Readjustment Assistance Act of 1997, as amended (38 U.S.C. 4212); and title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

2.1.13 Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Contractor also agrees to notify the Board and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to the extent permitted by law to indemnify, defend and hold the Board and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.1.14 Contractor shall comply with the requirements of 2 CFR 200.

2.2 Assurances by Contractor concerning employment

The Contractor assures the Board that funds received and activities implemented under terms of this Agreement will not result in:

2.2.1 Displacement of any currently employed Contractor staff, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;

2.2.2 Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;

2.2.3 Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an individual whose wages are subsidized with CHFS and/or other grant funds;

2.2.4 Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or

2.2.5 Duplication of services or activities that would have been performed by the Contractor in the absence of this funding.

2.3 Conflicts of Interest

The Contractor agrees that it will carry out its responsibilities under this Agreement in such a manner as to avoid both organizational and personal conflicts of interest and the appearance of such conflicts of interest.

2.4 Debarment

The Contractor assures the Board that it, the Contractor, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal department or agency.

2.5 Lobbying

The Contractor assures the Board that it, the Contractor, has not and will not pay any Federally appropriated funds, including funds to be received under terms of the present Agreement, 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, including the awarding, extension, continuation, renewal, amendment, or modification of the present Agreement.

2.6 Patents and Copyrights

Unless otherwise provided in the Program Narrative or Budget of this Agreement, the Contractor assigns to the Boards any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Program Activities section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Boards may in turn assign any such rights to the Kentucky Cabinet for Health and Family Services via the Department for Community Based Services if so required.

2.7 Funding Sources

The Contractor will comply with the requirements set forth in any contract executed with the Board, and specifically with all procedures established by the Kentucky Cabinet for Health and Family Services via the Department for Community Based Services. The Contractor will clearly identify the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services and/or other appropriate funding sources as required by the Board. The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Board and the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services for review and approval.

2.8 Cost Principles

The Contractor shall conform to the cost principles as set forth in 200 KAR 2:006; 200 KAR 5:317; 45 C.F.R. Parts 74, 92, 96; 48 C.F.R. 31 and Contract Cost Principles and Procedures, Office of Management and Budget Circular A-122, Cost Principles for Non Profit Organizations (as revised) and OMB Circular A-110, Uniform Administrative Requirements for Grants and Contracts with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations unless excluded by Federal laws or regulations, as applicable.

2.9 Nepotism

The Contractor will comply with the Board's existing Policy and Procedures on nepotism, recovery of funds and other procedures pertinent to service of ineligible individuals, training and supportive service costs. The Contractor also agrees to comply with Policies and

Procedures that the Board may find necessary to issue during the life of the present Agreement, from the effective date of their issuance.

2.9 Program Specifics

The Contractor will perform the functions described with particularity in the Program Narrative of this Agreement, and will abide by the conditions established for payment in the Budget of this Agreement. The Contractor shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Board, but in no case shall such consent relieve the Contractor of its obligations under the Agreement.

3. Reporting Requirements

3.1 Management Reports

The Contractor agrees to provide all applicable management information system reports and all fiscal reports within the time periods specified by the Board, so as to document the Contractor's performance of its contractually stipulated functions.

3.2 Confidential Information

The Contractor agrees to maintain as confidential any applicant or participant information acquired or provided by the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services consistent with State and Federal requirements of 45 C.F.R. 601-619, KRS 205.175, and KRS 205.177, and will use the information solely for the purposes of providing services specified in this Agreement and will not release the information without the informed written consent of the applicant or participant.

3.3 Maintenance of Documents

3.3.1 The Contractor agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Board and the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services to ensure a proper accounting for all funds.

3.3.2 The Board, pursuant to applicable law, including KRS 61.870 *et seq.*, specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Contractor that are pertinent to this Agreement.

3.3.3 The Contractor agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the Board or its designees, the Louisville/Jefferson County Metro Government and the Kentucky Cabinet for

Health and Family Services / The Department for Community Based Services at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Contractor's personnel for interviews and discussions related to pertinent records.

3.3.4 The Contractor agrees that the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services and /or the Federal grantor agency, the Comptroller General of the United States and / or the Kentucky Auditor of Public Accounts, an/or any of their duly authorized representatives or agents including independent auditors, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to permit staff of the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services, persons acting for the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services, and or staff designated by appropriate federal agencies, to monitor and evaluate services, supports, or activities being performed under the provisions of this contract. The Contractor also agrees to submit all records and documentation of such in a format proscribed by the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services in regard to contracted services when requested for monitoring purposes. The Contractor shall receive no additional remuneration for participation in the monitoring process. The Contractor agrees that the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services, 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 evidence, that are directly pertinent to this contract for the purpose of financial audit, contract monitoring or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contractor, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission that are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.879 (1) © prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a State government agency was providing this service.

3.3.5 The Contractor will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of three (3) years. The retention period will begin on the date the final expenditure report by the Contractor for this Agreement is received by the Board. If, prior to the expiration of the 3-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Contractor will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Contractor may substitute microfilm/microfiche copies in lieu of original records only after audit.

3.4 Accountability

3.4.1 The Contractor agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Board.

3.4.2 The Contractor agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Board will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget. Also, the Board will not reimburse for costs that exceed individual line-items within cost categories.

3.4.3 The Contractor agrees to be accountable to the Board and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Contractor agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants enrolled in or served by TANF, and that any such funds used for training of individuals not enrolled in or served by TANF will be disallowed by the Board.

3.5 Close Out Report

The Contractor agrees to provide the Board with a financial close out report of this Agreement no later than thirty (30) consecutive calendar days after the end of this Agreement, which will release the Board from any further liabilities or payments.

If the Contractor is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Contractor in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement. Program Income cannot be earned during this contract agreement or with the use of TANF funds.

The public or private non-profit Contractor must maintain records that document all earnings and expenditures under this Agreement, and must maintain an accounting system capable of tracking and determining program income. All such records are subject to review, monitoring and audit by the Board and must be retained in accordance with Metro Government funding record retention requirements. Any failure on the Contractor's part to fully comply with the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services or Board program income requirements shall result in cost disallowance and repayment by the Contractor of any amounts directly related to the violation.

Since, however, tuition and fees that represent the catalog price for training or services sold in substantial quantities to the general public by a public entity are deemed to cover only

necessary and reasonable program costs of that entity, a public Contractor whose earnings under this Agreement consist solely of such tuition and/or fees is not required to track expenditures under this Agreement with a view to determining program income.

3.6 Audits

The Contractor will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Board. Unless an extension of time is expressly granted, the Response will be submitted to the Board within thirty (30) consecutive calendar days from the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. The Board will consider the Contractor's response and any additional information provided by the Contractor when determining whether or not specific expenditures should be allowed.

4. Non-expendable property

The Contractor agrees to follow norms set by the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services and the Board for purchase of any non-expendable property with TANF funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Board, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for TANF purposes, or whenever a contract or relationship between the Board and the Contractor ceases to exist. The Contractor will return said property, if any, to the location specified by the Board.

5. Legal Costs

It is hereby expressly understood and agreed among the parties hereto that, if at any time the Board must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Board the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services or for audit or complaint of violations by or against TANF and Metro Louisville-funded employees or participants for any reason whatsoever, they, the Contractor, or Subcontractor, will in any event bear all legal and court costs attendant to or arising from or associated with such action, if the action by the Board is ultimately successful; but nothing contained herein will prevent the Board from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Board.

6. Liability of the Board

In no event will the Board, the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services be responsible for, or liable to, any third party, including the Contractor, unless otherwise stipulated in this Agreement, for any damages of any type including but not limited to liquidated, proven, compensatory, or real, arising from or in any way associated with or attendant to, acts or omissions of the Contractor relating to this contract, including but not limited to, the Contractor's infringement of any United States patents, copyrights, or rights in data. To the extent permitted by Kentucky Law, the Contractor agrees to indemnify and hold harmless the Board and the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services from any such claims or causes of action. If, however, the Contractor's liability is governed by KRS 44.070-44.160 and 45A.245-45A.275, those statutes will prevail.

7. Ownership of Property

Contractor hereby acknowledges that the Board provides equipment and/or assets for the Contractor to use in its execution of the terms of this Agreement. That equipment shall remain the property of the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services. Contractor further agrees to procure insurance on said equipment. Should this insurance fail to cover loss or damage to the items for any reason, the Contractor agrees to reimburse WIB the replacement cost of said item as set forth in Exhibit A within 30 days of the loss.

8. Hold Harmless and Indemnification

To the extent permitted by Kentucky Law, the Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, the Commonwealth of Kentucky, The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government, The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The Board of Education of Jefferson County, Kentucky, as an agency of the Commonwealth of Kentucky, although vested with governmental immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against the Board of Education of Jefferson County, Kentucky relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the Board of Education of

Jefferson County, Kentucky will defend, indemnify, and hold harmless KentuckianaWorks and the Louisville/Jefferson County Metro Government from and against any and all claims which may/result from any error or omission arising out of its performance under this Agreement.

9. Insurance

9.1 General Requirements

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

9.2 Proof of Insurance

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this Agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government, and The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks. The Louisville/Jefferson County Metro Government and The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government or The Greater Louisville Workforce Development Board Inc., d.b.a. KentuckianaWorks' option, actual copies of policies.

9.3 Additional Insured Clause

The following clause shall be added to the Contractor's (and approved subcontractors) Commercial/Comprehensive General Liability Policies:

"The Louisville/Jefferson County Metro Government, The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks, their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the TANF program Contract #600-300-18.

9.4 Insurance Types and Limits

The insurance to be procured and maintained and **minimum** limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

9.4.1 COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- i. Premises - Operations Coverage
- ii. Products and Completed Operations
- iii. Contractual Liability
- iv. Broad Form Property Damage
- v. Independent Contractors Protective Liability
- vi. Personal Injury

9.4.2 WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

9.4.3 COMMERCIAL PROPERTY INSURANCE – insuring all personal property owned by others which is left in the care custody and control of the Contractor. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured. The interest of the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks shall be named as Loss Payee.

9.5 Acceptability of Insurers

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

9.6 Miscellaneous

A. The Contractor shall procure and maintain insurance policies as described herein and for which The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Louisville/Jefferson County Metro Government's Risk Management Division at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

The Greater Louisville Workforce Development Board, Inc.
KentuckianaWorks

410 West Chestnut Street, Suite 200
Louisville, KY 40202

AND

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

D. Cancellation or Material change of coverage: Contractor shall notify The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division within two (2) business days. If Contractor fails to notify The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. The Louisville/Jefferson County Metro Government's Risk Management Division reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

E. Approval of the insurance by the Louisville/Jefferson County Metro Government and The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and The Greater Louisville Workforce Development Board, Inc. do not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

10. PAYMENT

10.1 Amount of Compensation

The Board agrees to compensate the Contractor, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Contractor shall not exceed the sum of **\$63,000** for delivery of TANF services, as specified in the Program Narrative and Budget, more fully described below, during the period from the 1st day of July 2017 to the

30th day of June 2018. Funding is subject to the approval and availability of funding provided by the Kentucky Cabinet for Health and Family Services / The Department for Community Based Services.

10.2 Under-expenditures

The Board explicitly reserves the right to remove or withdraw encumbered funds allocated to the Contractor in the event of the occurrence of under-expenditures, and to reduce pertinent budget items, including cost-reimbursable line-items, on a pro rata basis for failure to perform at the levels of enrollment, satisfactory completion, unsubsidized job placement, job retention, and/or other performance objectives set forth in the Program Narrative of this Agreement.

10.3 Withholding Payment

The Board explicitly reserves the right to withhold compensation under this Agreement when the Contractor fails to submit in a timely manner any reports delineated in this Agreement or in Contractor Instructions.

10.4 Supplemental Funds

It is understood that the contractor (Board of Education of Jefferson County, Kentucky) may supplement funds for reimbursement without expectations of reimbursement from the Board and this shall not constitute an audit exception.

11. Independent Audit

11.1 Non-profit Entity

If the Contractor is a public or private non-profit entity or an institution of higher education, such Contractor agrees to have an independent audit of its financial records each fiscal year, in accordance with the Single Audit Act of 1984 (P. L. 98-502), and OMB Circular A-128, or, when applicable, OMB Circular A-133, if it receives a total of \$500,000 or more in combined Federal funds for any fiscal year in which it receives funds under this Agreement. Such audit will be submitted to the Board, c/o Grants Management Division, Department of Finance & Budget, City Hall Annex, Louisville, Kentucky 40202, within three months after the close of the Contractor's fiscal year.

11.2 Payments under \$500,000

If the Contractor described in paragraph A., above, does not receive \$500,000 or more in combined Federal funds in a fiscal year in which it receives funds under this Agreement, it may be excepted from the audit by sending a listing of all Federal funds received in that fiscal year to the Grants Management Division.

11.3 Review of Audit

The Board, through the Louisville Jefferson County Metro Government, will review such audit to ensure the Contractor's compliance with applicable laws and regulations in the use of its Federal funds.

11.4 For-profit Entity

If the Contractor is a for-profit entity other than an institution of higher education, it is not subject to the Single Audit Act.

12. Modifications to Agreement

The Contractor agrees to make no changes or modifications to this Agreement without prior written permission of the Board. Modifications requested by the Contractor will be granted only at the discretion of the Board. The Board may initiate a unilateral modification to this Agreement should it be in the best interest of the Board to do so. Any such modification or agreement, whether by the Board or by the Board and the Contractor, shall be made in writing.

13. Corrective Action

The contract will be monitored throughout the year to ensure that performance targets are met and that the Contractor is complying with the guidelines outlined in this Agreement.

Should it be determined that the Contractor is significantly behind on meeting performance targets or not in compliance with other aspects of the contract, KentuckianaWorks may request a corrective action plan from the contractor.

Based on the areas identified by KentuckianaWorks for improvement or correction, the Contractor will develop and submit a corrective action plan that details strategies, action items, anticipated outcomes and a corresponding timeline.

Failure to correct items identified through the corrective action plan process could result in a decision to rebid the contract at the end of a fiscal year, or in cancellation of the agreement, per section 13.2 of this contract.

14. Cancellation of Agreement

14.1 Without Cause

This Agreement may be terminated or canceled upon thirty (30) calendar days written notice by either party. Within five (5) consecutive calendar days' written notice of cancellation, the Contractor will submit to the Board for its review and consideration a proposed schedule of planned expenditures and activities for the thirty-day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of the Board. In the event of termination or

cancellation, the Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined.

14.2 For Cause

This Agreement may be terminated at any time for cause by the Board upon occurrence of any of the following:

14.2.1 Breach of any provision of this Agreement by Contractor;

14.2.2 The filing of a bankruptcy petition by or against the Contractor or an assignment by Contractor for the benefit of creditors or similar situations that could impact the ability of the Contractor to perform its obligations under this Agreement; or

14.2.3 Actions that endanger the health, safety or welfare of Louisville Metro Government employees or its citizens.

The Board shall provide written notice of termination to Contractor specifying the termination date and time. If the Board terminates this Agreement for cause, the Board shall have the right to withhold any payments due to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined. In addition, the Board may pursue any and all of its remedies in law or equity through all appropriate legal action.

14. 3 Circumstances beyond Contractor's Control

If Contractor is prevented from performing its obligations under the contract because of circumstances beyond its control, such as war, strike, act of God, or similar circumstances, then the Board may terminate this contract upon written notice to the Contractor specifying the termination date and time. However, if such termination is determined to be solely beyond Contractor's control and Contractor is in no way at fault for its failure to perform, then Contractor shall not be considered in default and Contractor shall not be liable for damages to the Board for its failure to perform.

15. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any court proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

16. No Assignment

The Contractor shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Board, but in no case shall such consent relieve the Contractor of its obligations under the Agreement.

17. Employer/Employee Relationship

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Board.

18. Authority

The Contractor, by execution of this Agreement, does hereby warrant and represent that Contractor is qualified to do business in the Commonwealth of Kentucky, and has full right, power and authority to enter into this Agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

20. Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

21. Severability

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

22. Counterparts

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

23. Calculation of Time

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

24. Captions

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

25. Notices

All notices required under this contract shall be in writing and addressed to a party at the address listed above. Such notices shall be given by personal delivery or by overnight delivery or by certified mail and shall be effective upon personal delivery or if mailed, one day after mailing by overnight carrier and three days after mailing if by certified mail, properly addressed and postage prepaid.

26. Incorporation of Documents

The attached Program Narrative and Budget are hereby incorporated into this Agreement. The Contractor agrees to perform the functions described with particularity in the Program Narrative, and agrees to abide by the conditions established for payment in the Budget.

PROGRAM NARRATIVE

Board of Education of Jefferson County, Kentucky
3332 Newburg Road
Louisville, KY 40232

Board of Education of Jefferson County Kentucky
Adult and Continuing Education Unit
546 South First Street
Louisville, KY 40203
July 1, 2017 – June 30, 2018

A. Scope of Work

Funding Streams: Temporary Assistance for Needy Families (TANF)

Target population: TANF eligible participants.

Board of Education of Jefferson County, Kentucky agrees to provide:

- Customized Literacy, ABE, GED, and ESL instructional services to participants whose eligibility has been predetermined by Goodwill Industries of Kentucky, who will recruit and refer participants to the classes.
- In-Kind contribution (there is no cost to the contract for this contribution):
 - TABE and CASAS assessment materials
 - Instructional materials
 - Phone service

B. Program Structure

Structure of Program (Name and length of time estimated for each activity listed above. Time must be expressed in both weeks and number of actual service hours projected.)

Program Activity		Number of Weeks	For Each Participant	End Date
Customized GED Instruction		48	Varies according to student needs	6/30/18
Customized ESL Instruction		48	Varies according to student needs	6/30/18
Skills Instruction for JRA Participants		40	Varies according to student needs	6/30/18

C. Service Sites

Service Site Location(s)	Hours of Operation	Total Hours Per Week
Power of Work Heyburn Building 332 W. Broadway, Suite 1000 Louisville, KY 40202	As arranged by the partners	30

Contact Persons:

Program: Joyce Griffith, Director Adult & Continuing Education
Board of Education of Jefferson County Kentucky
Ahrens Resource Center
546 South First Street
Louisville KY 40202
502-485-7024
Joyce.griffith@jefferson.kyschools.us

Fiscal: Joyce Griffith, Director Adult & Continuing Education
Board of Education of Jefferson County Kentucky
Ahrens Resource Center
546 South First Street
Louisville KY 40202
502-485-7024
Joyce.griffith@jefferson.kyschools.us

D. Program Design

1. Recruitment: Goodwill Industries will recruit and refer participants after determining their eligibility.
2. Orientation and Assessment: JCPSACE staff will provide an orientation to the classroom and TABE and CASAS assessments.
3. Referrals: Goodwill only.
4. Staff: Hired and supervised according to Jefferson County Board of Education regulations.
5. Describe Facilities, Equipment and other Resources at the Contractor's Site(s): N/A.
6. Electronic Equipment, Software, Training Materials, etc. associated with services provided by this contract: N/A.

E. Reporting Requirements

1. Submit monthly reports on program outcomes by the 10th day of each month. Reports shall include current month and year to date data.
2. Reports shall include but not be limited to:
 - a. Number of unduplicated participants referred for skill upgrades
 - b. Number of unduplicated participants that achieve upgrades
 - c. Number of participants who complete prescribed curriculum
 - d. Number of participants who take the GED Ready Test
 - e. Number of participants who attain a GED
 - f. Average number of months that participants are in GED classes
 - g. Number of participants referred to outside ESL or GED services
 - h. Number of participants who attain an NCRC

F. Monitoring

- a. Board of Education of Jefferson County, Kentucky will internally monitor both paper and electronic customer files to ensure compliance with the Cabinet for Health and Family Services, KentuckianaWorks, timeliness of completion of documentation and follow-up, and that performance objectives and program outcomes are met.
- b. KentuckianaWorks will monitor paper and electronic customer files as needed. Findings from monitoring files will be submitted to the Contractor by KentuckianaWorks on a monthly basis as appropriate. The contractor shall respond to all findings within thirty (30) days. If the contractor does not respond to findings, a corrective action plan from the Contractor shall be submitted.
- c. KentuckianaWorks shall conduct on-going monitoring on a quarterly basis in order to assess the progress of all program functions.

G. Publicity and Media Releases

Publicity and Media Releases: The Board of Education of Jefferson County, Kentucky, will coordinate and obtain approval through the KentuckianaWorks Communication Department for all products dealing with media relations describing projects or programs funded in whole or in part with KentuckianaWorks money. Such products include: news releases (press releases and media advisories), media events, media interviews, advertising, print articles, public service announcements, and strategic marketing efforts. In addition, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities described in Section A. Further, the Contractor will clearly identify the U.S. Department of Labor, Office of Employment & Training, the Cabinet for Health and Family Services and/or other appropriate funding sources as required by KentuckianaWorks.

H. Performance Outcomes

- a. 50% of ABE participants completing 40 or more hours of instruction will upgrade their basic skills in either reading, math, or writing by one or more grade level equivalencies.
- b. 50% of ESL participants completing 40 hours of more on instruction will upgrade their basic skills in English by one or more National Reporting System (NRS) levels.
- c. A minimum of 5 participants will attain their GED.
- d. A minimum of 10 participants will attain their NCRC.

J. Budget

Budget Narrative:

- a. This is a cost reimbursement contract. The total budget shall not exceed \$63,000. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Board.
 - b. Since the Contractor, **Jefferson County Public Schools Adult and Continuing Education** represents that it is
 - c.
 - (X) a public entity
 - () a private non-profit entity,
 - () an institution of higher education
 - () a for-profit entity other than an institution of higher education,such Contractor
 - (X) is
 - () is not
- subject to the Single Audit requirements referenced in Section 11, of this Agreement.
- c. The Contractor's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Board, at the address given in Section 9.6 above, within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Contractor must request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.
 - d. Furthermore, since the Contractor represents that it is
 - (X) a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees

☐ a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,

☐ a private non-profit entity,

☐ a for-profit entity,

such Contractor

☒ is

☐ is not

required to track expenditures under this Agreement with a view to determining program income, as delineated in Section 3.4 of this Agreement.

e. Job descriptions of staff members to be employed for this program follow the budget.

f. Cash Advances – N/A

K. Budget Line Item Definitions/Requirements

- **Administrative Costs**-This line item is used to cover the costs associated with program oversight. Administrative costs should not exceed 5% of total actual program expenditures.
- **Assessment**-This line item is to be used to cover costs of assessment/screening and GED attainment fees only. These costs should directly relate to deliverables outlined in the program narrative.
- **Educational Materials**-This line item is used to cover the cost of purchasing educational materials (manuals, study guides, and tools directly related to a curriculum or resource for learning) for TANF participants.
- **Personnel (Fringes)** – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Contractor's written personnel policy for all employees.
- **Personnel (Salaries)** – This line item is used to cover specific costs associated with positions needed to perform requested services. Positions must be clearly defined and specify job functions and responsibilities as they relate to this contract.
- **Travel & Training** –This line item is used to cover the costs of travel to meeting and activities. Meetings are required to be relevant to contract and to the benefit of the clients being served. Mileage reimbursement is to be in accordance with the CHFS established mileage policy. Parking expenses incurred will also be reimbursed under this line item. This line item is also used to cover costs of advancing the knowledge of employees

providing direct program services. Requests for reimbursements under this category must contain descriptions of activities and benefit to the employee and TANF programs.

NOTE: Funds cannot be used to market or support programs and services not related to this agreement. This includes paying for advertising of positions, completing and filing annual reports, business plan costs, legal services, or activities not directly related to this agreement.

1. Line Item Budget: POWER OF WORK

LINE ITEM	GLWIB COST
Funding Source:	
Part-Time Adult Education Instructor: 3 Part-Time to work an avg. of 6 -18 hours per week for an estimated 48 weeks	\$46,463
Fringe @ approximately 19%	\$8,828
Part-Time Instructional Assistant: 1 Part-Time to work an avg. of 10 hours per week for an estimated 48 weeks	\$6,155
Fringe @ approximately 9%	\$554
Total Program Salaries	\$52,618
Total Program Fringes	\$9,382
Parking	\$1000
TOTAL FUNDS Requested	\$63,000

**Requested fund amounts are subject to change relative to funding availability from grantors.*

APPROVED AND CERTIFIED: To be a grant of funds previously approved by the Mayor of the Louisville/Jefferson County Metro Government, or his authorized representatives, and The Greater Louisville Workforce Development Board, Inc., as contained in the Greater Louisville Workforce Development Area's Workforce Development Plan; or to be a grant of funds in accordance with procedures contained in the Interlocal Cooperation Agreement between the Louisville Jefferson County Metro Government and the Counties of Bullitt, Henry, Oldham, Shelby, Spencer, and Trimble.

WITNESS The Agreement of the parties hereto and attested by their signature affixed hereon.

The Board

The Contractor

The Greater Louisville
Workforce Development Board, Inc.

Board of Education of Jefferson County, Kentucky

By:

Michael B. Gritton
Executive Director

Dr. Donna Hargens
Superintendent

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Stephanie Malone
Stephanie Malone
Assistant Jefferson County Attorney