



## Commonwealth of Kentucky

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C.H. 6-13-17

## CONTRACT

## IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: 730 FRYSC BOE Region 3 SFY18 (C155)	
Doc ID No: PON2 730 1700001808 1	Procurement Folder: 4517605
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: Michelle Buffin	Cited Authority: FAP111-44-00
Telephone: 502-564-6930	

C O N T R A C T O R	JEFFERSON COUNTY BOARD OF EDUCATION
	VANHOOSE EDUCATION CENTER
	PO BOX 34020
	LOUISVILLE KY 40218 US

Effective From: 07/01/2017

Effective To: 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Jefferson Co FRYSC FY18		0.00		0.00000	6,879,032.65	6,879,032.65

## Extended Description

Administer the Family Resource and Youth Services Centers program within the parameters established in the approved plan(s) and this agreement. Employ full time center coordinator(s) responsible for the provision of both core and optional components to students and/or families served by the school(s) either onsite or offsite through referral to existing services or by direct provision if no alternative exists. The school district centers are as follows: Adams YSC, Atherton HS YSC, Auburndale FRC, Bates/Tully FRC, Blake FRC, Bloom-Hawthorne FRC, Breckinridge/Franklin FRC, Brown/Central FRYSC, Byck FRC, Cane Run FRC, Carter/Duvalle FRC, Chenoweth/Jaeger FRC, Circle FRC, Conway YSC, Coral Ridge FRC, Crums Lane FRC, Cubs To Bruins YSC, D.O.S.S. YSC, Den Of Pride FRC, Dixie/Johnsonstown Road FRC, Englehard FRC, Fairdale El FRC, Fairdale HS/Southpark Tapp YSC, Family Connection FRC, Farnsley YSC, Field El FRC, Foster FRC, Gutermuth FRC, H.E.L.P. YSC, Hazelwood FRC, Helping Hands FRC, Helping Hearts And Hands FRC, Highland MS YSC, Hile-Middletown FRC, Hopes FRC, Hugs FRC (Rutherford EL), Indian Trail FRC, Iroquois HS YSC, Olmstead Academy South YSC, Jacob FRC, JB Atkinson FRC, Jeffersontown Chargers YSC, Johnson MS/Butler HS YSC, Kennedy/Brandeis FRC, Kerrick/Eisenhower FRC, Kenwood Kubs Count FRC, Lassiter MS YSC, Layne/Wilkerson FRC, Liberty YSC, Lincoln/Dawson Orman FRC, Martin Luther King, JR FRC, Maupin FRC, McFerran FRC, Meyzeek YSC, Mill Creek FRC, Minors Lane FRC, Moore Community YSC, Nannie Lee Frayser FRC, Newburg MS YSC, Noe MS YSC, Okolona FRC, Phillis Wheatley FRC, Portland FRC, Rangeland FRC, Robert Frost MS YSC, Roosevelt-Perry FRC, Semple/Churchill Park FRYSC, Shacklette FRC, Shawnee HS YSC, Shelby/Waller-Williams FRYSC, Smyrna FRC, Southern HS YSC, Frederick Law Olmsted Academy North YSC, Star Center FRC, Stepping Stones FRYSC, Steps Center FRYSC, Stuart Spartan YSC, The Bridge FRC, The Kid Connection FRC, The Link FRYSC, The Nesting Place FRC, The Ridge Connection FRYSC, Thomas Jefferson YSC, TLC FRC, Goldsmith FRC, Seneca Binet FRYSC, Trunnell FRC, Valley HS YSC, Watson Lane FRC, Wellington FRC, Western HS YSC, Western MS YSC, Westport's Intervention Network CTR YSC, Whitney Young FRC, Wilder-Zachary Taylor FRC and Youth Connection Services YSC.

100% General Funds

Term of contract 7/1/17 to 6/30/18

## 1st Party Contact:

Dr. Donna Hargens, Superintendent  
502-485-3011  
Donna.hargens@jefferson.kyschools.us

## 2nd Party Contact:

Melissa Goins, Director, DFRYSC  
502-564-4986 x3834  
Melissa.goins@ky.gov

B I L L  T O	<div data-bbox="141 228 440 300">CHFS DFRCVS/FRYSC 275 EAST MAIN ST 3C-G</div> <div data-bbox="141 340 626 405">FRANKFORT                      KY 40621 US</div>	S H I P  T O	
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<b>Total Order Amount:</b>	<b>6,879,032.65</b>
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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:

Signature

Title

Printed Name

Date

#### 2nd Party:

*Donna M. Hargens*  
Signature

*Superintendent*  
Title

*Donna M. Hargens*  
Printed Name

*5/22/17*  
Date  
*Pending Board Approval*

#### Department Commissioner:

*Melissa Grims*  
Signature

*Ex. Director*  
Title

*Melissa Grims*  
Printed Name

*5/18/17*  
Date

#### Other Party:

Signature

Title

Printed Name

Date

#### Approved as to form and legality:

*Lucas Roberts*  
Attorney

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# **Title Page**

**For**

## **Memorandum of Agreement**

**Between a State Agency & Other Governmental Body or Political Subdivision**

**Cabinet for Health and Family Services**

**Department for Family Resource Centers and Volunteer Services**

**Family Resource and Youth Services Centers (FRYSC)**

## **POINT OF CONTACT**

**Michelle Buffin, Contract Specialist  
Division of Procurement & Grant Oversight  
275 East Main Street, 4E-C  
Frankfort, KY 40621  
Telephone: 502 / 564-7736 ext. 3501  
Fax: 502 / 564-5531  
E-mail: michelle.buffin@ky.gov**

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## **Section 1—Purpose and Background**

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### **1.00—Purpose and Background**

Pursuant to statutorily established and continuing eligibility in the designated school(s), provide local administration of the Family Resource and Youth Services Centers (FRYSC) program within the parameters established in the approved plan(s) and this agreement. Employ full-time center coordinator(s) that shall be responsible for the provision of both core and optional components to students and/or families served by the school(s) either on-site or off-site through referral to existing services or by direct provision if no alternative exists. Provide activities and additional services as deemed necessary by local need surveys and described in the approved plan. The Cabinet will provide funding, training, support and technical assistance to the District in the local administration of this program.

#### **1.01—Issuing Office**

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

#### **1.02—Communications**

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

#### **1.03—Terminology**

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

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

Contract Specialist, Buyer, Purchaser, or Contract Officer

Proposal, or Offer

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

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

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

#### **1.04—Definitions/Acronyms**

1.-"CHFS" or "Cabinet" means Cabinet for Health and Family Services.

2.-"DCBS" means Department for Community Based Services.

3.-"DFRYSC" means Division of Family Resource and Youth Services Centers.

4.-"FRYSC" means Family Resource and Youth Services Centers.

5.-"Green System" means a data system each center coordinator maintains access to, uploads required documents to, and routinely assures accuracy on information

6.-"IC" means Infinite Campus.

7.-"KTAP" means Kentucky Transitional Assistance Program.

8.-"MUNIS" means Municipal Uniform Information System, an accounting system where financial reports are generated.

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## **1.05—Organization**

This contract is organized in the following manner:

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

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

Section 3— Finance Terms and Conditions of the Contract

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

Section 5—Federal Requirements

## **Section 2—Scope of Work**

### **2.00—Services Required**

The Second Party shall:

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

### **2.01—Deliverables**

The Second Party shall perform the following services:

#### **A.-Approved Plan**

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

a.-Ensure that each center complies with the provisions set forth in its approved plan for:

i.-Financial operations;

ii.-Market services and activities;

iii.-Train support staff and school personnel;

iv.-Minimize stigma of participants;

v.-Involve parents and families;

vi.-Self-evaluation of the Center's program; and,

vii.-Grant priority status for receipt of services to economically disadvantaged students and families, if resources are limited;

viii.-The approved plan is hereby incorporated by reference, as if fully set forth herein.

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

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

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

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

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

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

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

#### **B.-General Personnel**

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

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

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

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

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

6.-Ensure that center coordinators are responsible for carrying out the activities specified in the

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approved New or Continuation Program Plan.

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

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

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

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

#### C.-Advisory Council

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

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

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

ii.-Not more than one-third (1/3) staff representing the school(s) served by the center;

iii.-The remaining council members must be made up of representatives from community partners; and,

iv.-At least two (2) students in a Youth Services Centers or a Family Resource Youth Services Centers.

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

i.-Needs assessment;

ii.-Component updates;

iii.-Budget and fiscal reports; and,

iv.-Evaluation activities.

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

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

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

#### D.-Site Location(s)

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

#### E.-Records

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

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

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

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

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

e.-Exceptions are:

i.-DFRYSC monitoring;

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

iii.-Responding to court orders.

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

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

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

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

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

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

#### **F.-General Responsibilities**

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

#### **2.02—Programmatic Requirements**

##### **A.-The Second Party shall ensure the following staffing requirements:**

1.-Maintain, at a minimum, one full-time coordinator for each center. Full-time shall be a minimum of thirty (30) hours per week and 240 days per school year.

2.-The center advisory council shall have a direct and shared role in the hiring of the center coordinator.

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

4.-Regional Program Manager(s) shall be notified by the District of all coordinator vacancies.

5.-In the event the hiring process exceeds sixty (60) days, the DFRYSC Director shall be notified in writing of the circumstances leading to the delay.

6.-The Second Party may request a waiver of the full-time center coordinator requirement in writing. The decision to grant such a waiver shall rest in the sole discretion of the DFRYSC Director. In the event that the DFRSYC Director grants such a waiver, in no event shall it last longer than one (1) year. Such waivers may be requested on a form approved by the Cabinet.

##### **B.-The Second Party shall ensure the following information/professional development requirements:**

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

a.-Orientation training for new coordinators;

b.-Mentoring site visits for new coordinators;

c.-An annual statewide training conference;

d.-Regional meetings as scheduled; and,

e.-Other training events as identified by the DFRYSC.

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

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

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

C.-Ensure the following budgetary requirements:

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

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

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

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

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

6.-Any such amendments shall be submitted on the form approved by the Cabinet.

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

8.-Any budget realignment of 10% or \$100, whichever is greater, or more requires prior approval of the DFRYSC Regional Program Manager.

9.-Prior written approval of the Cabinet through the DFRYSC is required for any purchase of a single item over \$500 and any purchase of goods or subcontracts equal to \$1000.

10.-All budget amendments shall be submitted sixty (60) calendar days prior to the end of the state fiscal year.

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

12.-If a Family Resource Youth Center includes a core or optional component that utilizes program funds appropriated under this contract for basic needs or emergency assistance, the centers advisory council shall adopt a written narrative that explains in detail:

a.-The criteria and limit for these expenditures for basic needs or emergency assistance; and,

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b.-An annual limit on program funds that can be used for financial assistance per family per fiscal year. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

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

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

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

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

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

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

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

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

20.-Funding includes but is not limited to such revenue as:

a.-The sale of tangible personal property;

b.-Tuition and related fees (unless for a regularly offered course taught by the Second Party or one of its subcontractors);

c.-Registration fees; and,

d.-Patent or copyright royalties.

21.-The cost borne by the income shall not count toward satisfying any cost sharing or matching requirements under this agreement. All income shall be identified and documented for annual

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auditing purposes.

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

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

### **2.03—Reporting Requirements**

The Second Party shall meet the following reporting requirements:

A.-Submit to the DFRYSC, all required reports by the designated deadlines. Failure to comply with the aforementioned requirements may result in delayed payment of funds.

B.-Reports shall include, but are not limited to, the following:

1.-A Continuation Program Plan due by March 1 of even-numbered years;

2.-Budget is due yearly following the announcement of allocation amounts;

3.-A Funding Request/Invoice due by July 15;

4.-A year-end Municipal Uniform Information System (MUNIS) Financial report due by August 15;

5.-Infinite Campus year-end report due by August 15;

6.-Coordinator Training Tracking Forms to be uploaded to the District page in the Green System by August 15;

7.-Implementation and Results due by September 30;

8.-Free and Reduced Lunch numbers entered on the center information page in Green System by December 21.

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

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

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

F.-Each center report shall include the center name for identification purposes.

G.-Only center expenditures shall be reflected on this report.

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

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

#### **2.04--Pricing and Payment Requirements**

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

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

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

#### **2.05-CHFS/Agency Responsibilities**

CHFS may:

A.-Provide technical assistance, training and all necessary reporting documents and/or formats.

B.-Arrange and conduct training sessions for designated school district staff periodically throughout the year.

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

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

#### **2.06--Information Technology Requirements**

The Second Party shall ensure the following requirements are met:

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

B.-DFRYSC specifications include the following:

- 1.-On-line Internet and e-mail capabilities;
- 2.-In-out telephone line;
- 3.-Desktop access to Infinite Campus (IC); and,
- 4.-Desktop MUNIS and/or monthly detailed MUNIS reports.

C.-The Second Party shall be responsible for hardware and software upgrades.

### **Section 3--Finance Terms and Conditions of the Contract**

#### **3.00--Beginning of Work**

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All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

### **3.01—Cancellation**

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

### **3.02—Funding Out Provision**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

### **3.03—Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

### **3.04—Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **3.05—Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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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.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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.

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

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor 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.

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5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Section 4—CHFS Standard Terms and Conditions**

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

### **4.00—Contract Components and Order of Precedence**

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

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

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

### **4.01—Term of Contract and Renewal Options**

The term of the Contract is to be for the period of July 1, 2017 through June 30, 2018.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of

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KRS Chapter 45A.

#### **4.02—Changes and Modifications to the Contract**

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

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

#### **4.03—Notices**

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

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

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

#### **4.04—The Contract**

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

#### **4.05—Effective Date of Contract and Earliest Date of Payment**

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

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

#### **4.06—Contract Renewals**

Upon expiration of the initial term, contract renewal shall be subject to prior approval from the Division of Procurement and Grant Oversight, the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

#### **4.07—LRC Policies**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain

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professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

#### **4.08—Choice of Law and Forum**

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

#### **4.09—Authorized to do Business in Kentucky**

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

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

#### **4.10—Payment**

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

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

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

#### **4.11—Expenses**

##### **Travel expenses, if authorized:**

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized under the specifications of this Contract. Travel reimbursement for activities under the terms and conditions of this Contract shall be in accordance with the Legislative Research Commission Government Contract Review Committee Travel Policy #98-1 and 200 KAR 2:006. It is the intent of the Cabinet that the Contractor's employees and the subcontractor's employees are reimbursed for travel expenses at rates not to exceed the travel reimbursement rates authorized for state employees. No travel time or travel expenses shall be included in the hourly rates of the Contractor's employees, or any subcontractor's employees to the Contractor, under this Contract.

##### **Other expenses, if authorized herein:**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if

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requested by state government.

- A. Invoicing for fee: The Contractor's fee shall be original invoice(s) and shall be documented by the Contractor. The invoice(s) must detail the work performed and the time frame in which it was performed. The invoice must conform to the method described in the specifications of the contract.
- B. Invoicing for travel expenses: The contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- C. Invoicing for miscellaneous expenses: The Contractor must follow instructions prescribed in the specifications of the contract. Allowable expenses shall be documented and submitted on an original invoice or certified copy.

#### **4.12—Purchasing and specifications**

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

#### **4.13—Conflict-of-interest laws and principles**

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

#### **4.14—Campaign Finance**

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

#### **4.15—Protest**

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

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

**William M. Landrum III, Secretary**

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Commonwealth of Kentucky  
Finance and Administration Cabinet  
Room 383, New Capitol Annex  
702 Capitol Avenue  
Frankfort, KY 40601

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

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

#### 4.16—Social security (check one)

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

#### 4.17—Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

#### 4.18—Attachment(s)

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

#### 4.19—Contract Conformance

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

#### 4.20—Advertising Award

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

#### 4.21—No Required Use of Contract

This contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave

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all or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

#### **4.22—Minority Recruitment, Hiring and Reporting Requirements**

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

#### **4.23—Assignment**

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

#### **4.24—Bankruptcy**

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

- A. promptly cures all defaults under this Contract;
- B. promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and
- C. provides adequate assurance of future performance, as determined by the Commonwealth.

#### **4.25—Contractor Cooperation in Related Efforts**

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

#### **4.26—Headings**

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

#### **4.27—Severability**

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

#### **4.28—Indemnification**

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by the Contractor during the term of this or any prior Agreement with

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CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the Contractor or any of the Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor failure to comply with any applicable state or federal laws or regulations.

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

#### **4.29—Sovereign Immunity**

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

#### **4.30—Force Majeure**

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

#### **4.31—Code of Ethics**

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

#### **4.32—Notices and Pamphlets**

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

#### **4.33—Service Delivery Requirements**

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

- A. All applicable federal and state statutes and regulations as they are currently in effect;
- B. All commitments and assurances as set forth in all CHFS grant awards with respect to goals,

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strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and

- C. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and CHFS and submitted to a federal agency.

#### **4.34—Total Amount of Funds and Budget Revisions**

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

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

#### **4.35—Subcontractors**

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

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

##### **A. Responsibility for Subcontractor Contract Requirements**

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

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

##### **B. Subcontractor Monitoring Requirements**

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

The Contractor further understands and agrees, and shall ensure that any Subcontractor

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

#### **4.36—Indirect Cost**

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

#### **4.37—Financial Record Retention**

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

#### **4.38—Response/Compliance with Audit Findings**

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

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

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

#### **4.39—Equipment and Property**

The Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

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

##### **A. Property of CHFS**

Equipment and property purchased by CHFS for the purposes of fulfilling the requirements of this Contract, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of CHFS with any single item purchase of \$500.00 or greater, as well as single item purchases of \$5000.00 or greater (capital expenditures), requiring prior approval by the Cabinet. Any Capital Expenditures of \$5,000 or greater with Federal Dollars must also have the Federal Agency Prior Approval before the Federal government will allow the costs in accordance with 2 CFR, Part 200. All computer and information technology equipment purchases, regardless of cost, require prior approval from the Finance and Administration Cabinet's Commonwealth Office of Technology and must comply

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with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced on the Title Page of this contract. This equipment and property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

**B. Property Control Ledger/Logs**

The Contractor shall maintain a property control ledger/log that lists all property and/or furniture provided (whether leased or purchased) by CHFS with funds from this contract. As items are procured, a copy of the information that follows must be provided immediately to the CHFS Agency Property Officer such that a bar-coded Asset Tag can be assigned for all items with a cost of \$500 or more. The Contractor shall immediately affix the tag provided to the corresponding property.

1. CHFS Property Tag Number;
2. Equipment serial number;
3. Full Description of the item including make, model, color, etc;
4. Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);
5. Date of purchase and/or lease;
6. Location where the equipment and furniture are located, include full address and state building number when applicable; and
7. Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the first party will secure insurance coverage for the item. If the Contractor fails to report the required information, loss of the item will be at their expense.

If there is a change to the information above during the course of this contract, a CHFS 117 is required to be submitted to the CHFS Agency Property Officer.

**C. Requirement of Inventory**

**1. Inventory Tracking**

The Contractor shall conduct a complete, physical inventory of all equipment and/or furniture provided by CHFS and/or purchased with funds from this contract and provides such to the CHFS Agency Property Officer by February 1<sup>st</sup> of each year unless otherwise stated herein. Said findings shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the Cabinet's Agency Property Officer, but no later than February 1<sup>st</sup>, or as otherwise stated, with the corresponding inventory.

**2. Loss/Destruction**

The Contractor shall immediately notify the Department immediately if an item purchased by CHFS is damaged, missing, or stolen. In compliance with KRS 45.313, the Contractor shall forward in writing to CHFS the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen. The Department will immediately notify the Agency Property Officer and the DFM, such that the proper steps can be taken to document/claim this loss to support replacement

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of the item if possible.

### 3. Surplus

All state owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the Cabinet. The CHFS, Office of Administration and Technology Services staff are responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplus or returned, the Contractor shall complete a B-217 and mail it to the CHFS Agency Property Officer with a copy to the Department within thirty (30) calendar days when any of the following occurs:

- a. The equipment or furniture is no longer needed by the Contractor and is available for surplus;
- b. The contract is terminated; or
- c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of \$5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Contractor shall deliver to CHFS a complete and current inventory, including the information referenced in Section 4.47, of any and all of the Cabinet's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Contractor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

#### 4.40—Maintenance of Insurance

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

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

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

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that

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the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

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

#### **4.41—Research Project Approval and Institutional Review Board Requirements**

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

#### **4.42—Scientific Misconduct**

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

#### **4.43—Intellectual Property**

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

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

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

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A. Patents;

B. Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or

C. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

#### **4.44—Turnover Assistance**

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

#### **4.45—Licensure, Certification, and Registration**

The Contractor shall:

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

#### **4.46—Permits, Licenses, Taxes and Laws**

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

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

#### **4.47—Legal Proceedings**

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

#### **4.48—Certification Regarding Drug Free Workplace**

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
- B. Establish an ongoing drug free awareness program to inform employees about:

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1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug free workplace;
3. Available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violation.

#### **4.49—Confidential Information**

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

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

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

The Contractor is a nonaffiliated third party as defined by KRS 61.931, and as such agrees to protect personal information in accordance with KRS 61.932 and KRS 61.933.

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

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

- A. The Contractor shall cause all personnel who may have access to confidential information provided by CHFS to enter into CHFS approved confidentiality agreements and shall maintain such confidentiality agreements on file. CHFS reserves the right to direct the removal from contract administration, or the termination of access to CHFS provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.
- B. Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Contractor, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Contract.
- C. Any dissemination of information about projects funded and the scope of work described in the

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terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

- D. The Contractor shall permit unrestricted access on demand to personnel of the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

#### **4.51—HIPAA Confidentiality Compliance**

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

#### **4.52—No Grant of Employment or Agency**

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

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

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

#### **4.53—Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State or Local Protected Class)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws. The Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act as Amended (ADAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not, based on membership in a protected class: denied aid, care, services, or other benefits provided under this contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any

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advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility or meeting other requirements or conditions that must be met to receive benefits.

3. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

4. In all program or service solicitations or advertisements placed by or on behalf of the Contractor, the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on limited English proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The language services shall:

- a. Be consistent with the general guidance document issued by the Department of Justice which sets for the compliance standards recipients of Federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;
- b. Have a method of identifying LEP individuals; and
- c. Provide language assistance measures (e.g. oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance).

## **Section 5—Federal Requirements**

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

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

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

#### **5.00.01—Remedies for Breach**

It is agreed by the Parties that in the event of breach of contract by the Contractor, CHFS may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any

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remedy that is available to it by law. The remedies available to CHFS may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Contractor to CHFS for noncompliance as provided for in this Contract.

#### **5.00.02—Provisions for Termination**

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

This Contract may be terminated:

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

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

#### **5.00.03—Clean Air Act and Federal Water Pollution Control Act**

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

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

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

#### **5.00.05—Certification of Lobbying Activities**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

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accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

T&C rev. 01.04.2017

**Cabinet for Health and Family Services****Contract Legal Review Routing Sheet**

Date: 4/11/2017	Buyer: michelle.Buffin@Ky.Gov
Requested By: Douglas Holt	Department: 730 - Department for Family Resource Centers and Volunteer Services D730
Phone: (502) 682-1038	Division: Division of Family Resource and Youth Service Centers H400
E-Mail: douglas.holt@ky.gov	Branch:
Service/Contract Name: FY18 Region 3 BOE	
Vendor#: Multi Provider	Effective Date: 7/1/2017
Contract #: PON2 730 1700001808	Expiration Date: 6/30/2018
RFP #:	Amount: \$6,879,032.65
SPR1: SPR1--	

Contract - Approved for OLS Review

5/10/2017 2:56:00 PM CHFS\claudette.tracy

Office of Legal Services' Designee  
Attorney Review☒ Approved

Comments:

☐ DeniedDate/Initials: 5/17/17 JR

Corrected

Date/Initials: \_\_\_\_\_

☐ Approved☐ Denied

Date/Initials: \_\_\_\_\_

Corrected

Date/Initials: \_\_\_\_\_

Office of Legal Services General  
Council☒ Approved☐ DeniedDate/Initials: 5/17/17 MW

Assigned to: