

The Greater Louisville Workforce Development Board, Inc.

Contract No.: 205-110-21

**Funding Source: US Department of Housing and Urban Development
Continuum of Care
Youth Homelessness Demonstration Program**

**Contractor: Board of Education of Jefferson County,
Kentucky Adult & Continuing Education**

THIS AGREEMENT, made and entered into as of this 1st day of July 2020, by and between The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 (“the Board”), as the Administrative Entity for the Greater Louisville Workforce Development Area and the Board of Education of Jefferson County, Kentucky, 3332 Newburg Road, Louisville, Kentucky 40218 (“the Contractor”).

W I T N E S S E T H:

WHEREAS the Board has received a Federal Grant through the US Department of Housing and Urban Development (“HUD”) which provides for expenditures to be made for various activities authorized by the Consolidated Appropriations Act, 2017 (Pub.L.115-31) (the Act), and pursuant to the General Section to HUD’s Fiscal Year 2017 Notice[s] of Funding Availability for Discretionary Programs, and the Youth Homelessness Demonstration Program (“YHDP”) Notice of Funding Availability, published January 17, 2018 (the NOFA), and

WHEREAS the Board is responsible to HUD for the expenditure of funds and program operations in compliance with the provisions of the NOFA, and, if not outlined in the NOFA, then subject to provisions of the Continuum of Care Program regulation, 24 CFR part 578 (the Regulation) and its implementing regulations, directives and guidelines; and

WHEREAS the Board desires to have a range of education, training, and employment activities and additional services, namely housing assistance coordination, for eligible customers under the YHDP grant;

WHEREAS the Contractor is a party capable of providing certain education, training and employment activities as well as additional services, namely housing assistance coordination, for the Greater Louisville Workforce Development Area; and

WHEREAS the Board, in accordance with its Policies and Procedures, has selected the Contractor to provide services identified as the **Youth ShelterWorks Program**.

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

1. Scope of Agreement

The Contractor agrees to provide the above specified services for the requisite number of eligible participants under the following terms and conditions:

1.1 Services

Contractor shall provide services that target homeless youth as identified customers as specified in the Program Narrative attached and incorporated herein.

1.2 Duration of Contract

This contract shall begin on the 1st day of July, 2020 and continue until the 30th day of June, 2021.

However, in the event that, during the term of this Agreement, HUD fails to appropriate funds for the payment of the Board's obligations under this contract, the Board's rights and obligations under this contract shall terminate on the last day for which an appropriation has been made. The Board shall deliver notice to the Contractor of any such non-appropriation not later than 5 days after the Board has knowledge that the appropriation has not been made.

0. Compliance with Regulations

The Contractor shall comply with the applicable requirements of the Youth Homelessness Demonstration Program NOFA and the Continuum of Care Program, its implementing regulations, and the applicable requirements of any and all legislation and implementing regulations pertaining to programs or activities that receive Federal funding.

2.1 Specific Federal and State Regulations

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

- 2.1.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- 2.1.2 The Americans with Disabilities Act of 1990 (Public Law 101-336; 42 U.S.C. §12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.
- 2.1.3 The Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 2.1.4 The Davis-Bacon "Wages and Hours" Act (40 U.S.C. §3141 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 6).
- 2.1.5 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 2.1.6 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.), and specifically Section 306 of the Clean Air Act (42 U.S.C. §7401), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.1.7 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871, 42 U.S.C. §6201 et seq.).
- 2.1.8 Executive Order 12549 of February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Contractor's signed certification is incorporated by reference hereto.
- 2.1.9 Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. §1352 (OMB 0348-0046). The Contractor's signed certification is incorporated by reference hereto.
- 2.1.10 KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Contractor's signed certification is incorporated by reference hereto.
- 2.1.11 Certification for a Drug Free Workplace.
- 2.1.12 The Contractor shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Contractor assures that it will comply fully with the nondiscrimination

and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA) (Section 188), 29 U.S.C. §3101 et seq; Title XVI General Provisions, Section 1604 of the Recovery Act; Equal Pay Act of 1963, as amended (29 U.S.C. §206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e et seq.); section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. §79)4; Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §621); Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. §4212); Paragraphs (1) through (7) of Section 202 of Executive Order No. 11246; and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

- 2.1.13 Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 651 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Board and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to the extent permitted by law to indemnify, defend and hold the Board and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.1.14 Contractor shall comply with the requirements of 2 CFR 200 and 2 CFR Part 2400.
- 2.1.15 Contractor agrees to comply with the requirements of the Continuum of Care Program and the provisions of 24 CFR 578 et seq.
- 2.1.16 Contractor agrees to comply with the requirements of the Youth Homelessness Demonstration Program Notice of Funding Availability, published January 17, 2018 and the Grant Agreement between the Board and HUD.

2.2 Assurances by Contractor concerning employment

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

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

- 2.2.2 Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;
- 2.2.3 Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an individual whose wages are subsidized with grant funds;
- 2.2.4 Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or
- 2.2.5 Duplication of services or activities that would have been performed by the Contractor in the absence of this funding.

2.3 Conflicts of Interest

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

By executing this Agreement, the parties hereto certify that Contractor's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of

any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

2.4 Debarment

The Contractor assures the Board that it, the Contractor and its principal employees, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal department or agency and that Contractor and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension."

2.5 Lobbying

The Contractor assures the Board that it, the Contractor, has not and will not pay any Federally appropriated funds, including the funds to be received under terms of the present Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,

or modification of any Federal contract, grant, loan, or cooperative agreement, including the awarding, extension, continuation, renewal, amendment, or modification of the present Agreement.

2.6 Patents and Copyrights

Unless otherwise provided in the Program Narrative or Budget of this Agreement, pursuant to requirements of 37 CFR 401, the Contractor assigns to the Board any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Scope of Program section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Board may in turn assign any such rights to HUD, if so required.

2.7 Funding sources

The Contractor will comply with the requirements set forth in any HUD Contract executed with the Board, and specifically with all procedures established by HUD, which are incorporated by reference in said Contract. The Contractor will clearly identify HUD, KentuckianaWorks and/or other appropriate funding sources as required by the Board. The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Board's designee.

2.8 Nepotism

The Contractor will comply with the Board's existing Policy and Procedures on nepotism, recovery of funds and other procedures pertinent to service of ineligible individuals, training and supportive service costs, and control of TARC tickets for participant use. The Contractor also agrees to comply with Policies and Procedures which the Board may find necessary to issue during the life of the present Agreement, from the effective date of their issuance.

2.9 Discrimination Prohibited

Both parties agree that in the implementation and administration of this Agreement they shall not discriminate on the basis of race, color, national origin, religion, sex, age, marital or parental status, political affiliations or beliefs, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Americans with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; all other applicable state and federal laws that prohibit discrimination and the implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws; and JCBE Board non-discrimination policies.

3. Reporting Requirements

3.1 Management Reports

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

3.2 Confidential Information

The Contractor agrees to maintain as confidential any applicant or participant information acquired under this Agreement consistent with state and federal law, and will use the information solely for the purposes of providing the services specified in this Agreement and will not release the information without the informed written consent of the applicant or participant. Exception--if subcontracts are executed for the operation of the Youth ShelterWorks Program by the Contractor, the Contractor may release information provided that the subcontractor agrees to the same terms and requirements.

3.3 Maintenance of Documents

- 3.3.1 The Contractor agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Board or HUD to ensure a proper accounting for all funds.
- 3.3.2 The Board, pursuant to applicable law, including KRS 61.870 *et seq.*, specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Contractor which are pertinent to this Agreement.
- 3.3.3 The Contractor agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the Board or its designees, the Louisville/Jefferson County Metro Government, HUD, or the Comptroller General of the United States, at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Contractor's personnel for interviews and discussions related to pertinent records.
- 3.3.4 The Contractor will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of five (5) years. The retention period will begin on the date the final expenditure report by the Contractor for this Agreement is received by the Board. If, prior to the expiration of the 5-year retention period, any litigation or audit is begun or a claim is instituted involving this

Agreement, the Contractor will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Contractor may substitute microfilm/microfiche copies in lieu of original records only after audit.

- 3.3.5 The records to be maintained and retained by the Contractor shall include but not be limited to: (A) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (B) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (C) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

3.4 Accountability

- 3.4.1 The Contractor agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Board.
- 3.4.2 The Contractor agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Board will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget. Also, the Board will not reimburse for costs that exceed individual line-items within cost categories.
- 3.4.3 The Contractor agrees to be accountable to the Board and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Contractor agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants enrolled in or served by the Youth ShelterWorks Program, and that any such funds used for training of individuals not enrolled in or served by the Youth ShelterWorks Program will be disallowed by the Board. To the extent permitted by Kentucky law, the Contractor agrees to indemnify, hold harmless and defend the Board from all claims, damages, losses and expenses, including attorney's fees, arising from any costs and/or payments that are disallowed under this Agreement.

3.5 Close Out Report

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

If the Contractor is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Contractor in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement.

If program income is earned under this Agreement it may be retained and used by the Contractor for approved activities within a time frame approved by the Board in writing. If the Contractor is not approved to use these funds accordingly, income must be returned to the Board.

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

Since, however, tuition and fees that represent the catalog price for training or services sold in substantial quantities to the general public by a public entity are deemed to cover only necessary and reasonable program costs of that entity, a public Contractor whose earnings under this Agreement consist solely of such tuition and/or fees is not required to track expenditures under this Agreement with a view to determining program income.

3.6 Audits

The Contractor will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Board. Unless an extension of time is expressly granted, the Response will be submitted to the Board within thirty (30) consecutive calendar days from the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion

date of such action demanded in the Audit's Findings and Recommendations. The Board will consider the Contractor's response and any additional information provided by the Contractor when determining whether or not specific expenditures should be allowed.

4. Non-expendable property

The Contractor agrees to follow norms set by HUD and the Board for purchase of any non-expendable property with contract funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Board, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for purposes of this Agreement. The Contractor will return said property, if any, to the location specified by the Board.

5. Liability of Board

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

6. Ownership of property

Contractor hereby acknowledges that if the Board provides equipment and/or assets for the Contractor to use in its execution of the terms of this Agreement, the equipment shall remain the property of the Board. Contractor further agrees to procure insurance on said equipment as set forth in Section I: C11 of this Contract. Should this insurance fail to cover loss or damage to said equipment for any reason, Contractor agrees to reimburse the Board the replacement cost of said item within 30 days of the loss.

7. Hold Harmless and Indemnification

To the extent allowed by Kentucky Law, the Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and the Board, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there

from, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government, the Board, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The Contractor shall promptly notify the Board of any action brought against the Contractor resulting from or related to this Agreement.

8. Insurance

a. 8.1 General Requirements

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

8.2 Proof of Insurance

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

8.3 Additional Insured Clause

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

"The Louisville/Jefferson County Metro Government, The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks, their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Youth ShelterWorks Program Contract #205-110-21.

8.4 Insurance Types and Limits

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

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

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

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

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

8.5 Acceptability of Insurers

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

8.6 Miscellaneous

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Board shall be furnished Certificates of Insurance upon the

execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Louisville/Jefferson County Metro Government's Risk Management Division at least fifteen (15) days prior to the expiration of any policy(s).

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

The Greater Louisville Workforce Development Board, Inc.
KentuckianaWorks
410 West Chestnut Street, Suite 200
Louisville, KY 40202

AND

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

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

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

E. Approval of the insurance by the Louisville/Jefferson County Metro Government and the Board shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and the Board do not in any way represent that the specified Limits of

Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

9. Payment

9.1 Amount of Compensation

The Board agrees to compensate the Contractor, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Contractor shall not exceed the sum of **\$3,373.39** for delivery of services in the Youth ShelterWorks Program, as specified in the Program Narrative and Budget, more fully described below.

9.2 Under-expenditures

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

9.3 Withholding payment

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

9.4 Pro rate billings

Contractor, to the extent that it provides the same or related services to other parties, agrees to pro-rate its billings and out-of-pocket expenses to the Board which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Board pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

9.5 Reporting of income

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require the Board to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Board with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Board as may be required by the IRS or the State Department of Revenue.

10. Independent Audit

10.1 Non-profit Entity

If the Contractor is a public or private non-profit entity or an institution of higher education, such Contractor agrees to have an independent audit of its financial records each fiscal year, in accordance with the Single Audit Act of 1984 (P. L. 98-502), and OMB Circular A-133, if it receives a total of \$750,000 or more in combined Federal funds for any fiscal year in which it receives funds under this Agreement. Such audit will be submitted to the Board, c/o Grants Management Division, Department of Finance & Budget, City Hall Annex, Louisville, Kentucky 40202, within three months after the close of the Contractor's fiscal year.

10.2 Payments under \$750,000

If the Contractor described in paragraph A., above, does not receive \$750,000 or more in combined Federal funds in a fiscal year in which it receives funds under this Agreement, it may be excepted from the audit by sending a listing of all Federal funds received in that fiscal year to the Grants Management Division.

10.3 Review of Audit

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

10.4 For-profit Entity

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

11. Modifications to Agreement

This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

12. Corrective Action

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

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

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

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

13. Cancellation of Agreement

13.1 Without cause

This Agreement may be terminated or canceled upon thirty (30) calendar day's written notice by either party without cause. Within five (5) consecutive calendar days' written notice of cancellation, the Contractor will submit to the Board for its review and consideration a proposed schedule of planned expenditures and activities for the thirty-day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of the Board. In the event of termination or cancellation, the Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined.

13.2 For cause

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

- 13.2.1 Breach of any provision of this Agreement by Contractor;
- 13.2.2 The filing of a bankruptcy petition by or against the Contractor or an assignment by Contractor for the benefit of creditors or similar situations that could impact the ability of the Contractor to perform its obligations under this Agreement; or
- 13.2.3 Actions that endanger the health, safety or welfare of Louisville Metro Government employees or its citizens.
- 13.2.4 Actions of fraud, misappropriation, embezzlement, or malfeasance.

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

13.3 Circumstances beyond Contractor's control

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

14. Legal costs

It is hereby expressly understood and agreed between the parties hereto that, if at any time the Board must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Board, or the United States Department of Housing and Urban Development, or for audit or complaint of violations by or against contract-funded employees or participants for any reason whatsoever, they, the Contractor, or Subcontractor, will in any event bear all legal and court costs attendant to or arising from or associated with such action, if the action by the Board is ultimately successful; but nothing contained herein will prevent the Board from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Board.

15. Governing Law

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

16. No Assignment

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

17. Employer/Employee Relationship

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

18. Authority

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

19. Entire Agreement

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

20. Successors

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

21. Severability

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

22. Counterparts

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

23. Calculation of Time

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

24. Captions

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

25. Notices

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

26. Incorporation of Documents

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

PROGRAM NARRATIVE

Board of Education of Jefferson County, Kentucky
3332 Newburg Road, Louisville, Kentucky 40218

Board of Education of Jefferson County, Kentucky
Adult and Continuing Education
612 South Fourth Street, 4th Floor, Louisville, Kentucky 40202.

Youth Homelessness Demonstration Program
“Youth ShelterWorks”

JULY 1, 2020 – JUNE 30, 2021

Program Contact

Ashley Janicki, Manager Skills U
Board of Education of Jefferson County, Kentucky
Adult and Continuing Education
(502) 485-7024
ashley.janicki@jefferson.kyschools.us

Scope of Program

The objective of this demonstration program is to prevent and end homelessness among young adults by building comprehensive systems of care for young people through evidence-based strategies.

The Youth ShelterWorks (YSW) program will ensure that job training and employment readiness is available on a broad basis so that youth are supported in the job search process and with ongoing career development. The purpose of Youth ShelterWorks is to put unaccompanied young adults on a path to self-sufficiency by providing work readiness skills, occupational skills training, career development, and paid internships. Services will be provided at the Kentucky Youth Career Center (KYCC), and will include intensive case management for participants in a supportive environment that provides wraparound services such as transportation, eyeglasses, work uniforms, and work tools. At the KYCC, participants will also be able to access on-site services such as GED preparation, Legal Aid, healthy relationship training, mental health services, a food pantry, job shadows, college tours, and others.

Services will be coordinated by a full-time Case Manager funded by the grant. Additionally, YSW participants will have the opportunity to participate in KYCC's Internship Academy, a 10-week program, overseen by a trainer, which includes work readiness, leadership development, and a paid internship. The grant will fund 50% of the trainer's salary. The full-time Case Manager will also coordinate with a Peer Support Specialist (employed by a partner agency) who will work onsite at the KYCC once per week. Through this partnership, participants will be supported in obtaining housing.

Target Population to be Served

Homeless, Unaccompanied Young Adults ages 18-24

- Adhere to HUD's categorical homeless definitions
- Prioritize the needs of subgroups of unaccompanied young adults, including those who are pregnant or parenting, LGBTQ, minority, disabled, and those involved with the criminal justice and foster care systems

Core Program Components Provided by the Contractor

The YHDP contract funds 2% of the KYCC Program Coordinator's position. This JCPS employee will be responsible for overseeing the following components:

- Supervision of one Case Manager and one Trainer who are employed by AHEAD Human Resources
- Program development with KentuckianaWorks staff
- Assistance with program functions outlined below as needed
- HMIS data entry
- Participation in training and technical assistance provided by the funder
- Participation in annual monitoring by CofC; development of annual progress report; YHDP grantees monthly meetings

Required Program Functions

- Recruitment and outreach, including from sites such as YMCA Safe Place, TAYLRD, the Louisville Free Public Library, and a new young adult shelter to be operated by St Vincent de Paul
- Verification of homelessness, referral to the common assessment team, and referrals for permanent housing or other housing options if more appropriate
- Program orientation and enrollment
- Comprehensive guidance and counseling through case management
- Assessment and development of an individualized career plan
- Provision of education, employment, and training activities, such as:
 - GED preparation

- Work readiness training
- Occupational skills training
- Job shadow
- Paid internship
- Assistance with employment placements
- Assistance with transition to post-secondary education
- Provision of wrap-around services
- Co-enrollment into other KYCC programs as needed, such as WIOA or Reimage
- Follow up services
- Data entry into HMIS and any other required management information systems
- Participation in training and technical assistance provided by grant funder

Addressing YHDP Program Priorities

All applicants must agree to design programs and train staff in accordance with the Louisville YHDP Principles. Training will be provided initially on these principles through the Louisville CoC but it is the responsibility of the applicant to continue education and maintain a dedication in program operations and hiring based on these principles:

- Combating Implicit Bias and Institutionalized Racism – Louisville has only just begun to understand that years of segregation and policies created to diminish the opportunities of minorities have created barriers to success for many people and communities in our city. At the same time, our biases are so deeply ingrained that we are often not even aware of their continued impact on our minority populations. We must be honest about this in all communications, provide regular training to remain mindful of our biases, and ensure that we consider the voices of persons of color in each step of the implementation of this plan. Every effort should be made to hire minority candidates for positions in these programs (especially leadership roles). Programs should be designed to target minority populations for program referrals and entry and to address biases that prevent minority youth from accessing services at a rate comparative to the level of need identified by the Louisville CoC.
- Positive Youth Development – A growing body of research shows that young people possessing a diverse set of protective factors can experience more positive outcomes. Research also shows that interventions are even more effective when they engage youth as equal partners. This plan seeks to not only provide housing and education or employment for YYAs experiencing homelessness in our community, but also seeks to work hand-in-hand with our Youth Action Board and other young adults experiencing homelessness to focus on their interests, skills and abilities to make a difference in their own lives and neighborhoods. All programs should be designed to insure that YYAs are part of program design, staffing and oversight. They should design programs to help

YYAs develop and grow versus correct or cure. Additionally, programs must not just serve youth but include them in opportunities to volunteer and help others.

- Trauma Informed Care – With 18% of the homeless young adults identified in HMIS reporting a history of experiences of domestic violence (this excludes those in the separate DV database) and over 40% reporting experience with sex trafficking, we know that the number of young adults who have experienced multiple life traumas is high. When working with these youth, we must be aware of how these traumas affect young adults' priorities and responses to services (and service barriers) and influence their cognitive, biological and emotional functioning. All programs must agree to provide training to all staff on trauma informed care and to assess their programs to identify and address barriers that re-traumatize program participants
- Client Choice – Many homeless young adults miss opportunities for community services available to them because our systems (including foster care and many homeless services) rarely provide choices or the ability to realize their own life goals and preferences. This plan works innovatively to avoid the standard approach of designing programs to accommodate the agency staff rather than best serving the client. All programs must be designed to provide multiple options for the YYAs served. This can include working with YYAs to design services focused on various employment or education options; providing housing at various sites with multiple levels of supports; creating subsidy programs with various lengths of stay based on need; and/or allowing participants to design their own service plan.
- Housing First – An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Programs funded through YHDP must remove any barriers to housing access such as requirements to be “housing ready” or stipulations for treatment compliance or completion prior to housing. All programs must be designed to move participants quickly into housing addressing any delays due to paperwork, meeting requirements, inspections and housing search understanding that safety and choice must still be a priority.

Participation in the Louisville CoC

While the YHDP Program is a two-year demonstration program to identify and fund innovative solutions to YYA homelessness, eligible and successful projects will have the opportunity to be renewed through the annual Louisville Continuum of Care (CoC)

process after the initial two years of operation. Therefore, it is important that all applicants participate fully in this process in order to successfully integrate into the full continuum of homeless services in the community. Louisville CoC requirements include:

- Monthly CoC Meetings – while CoC applicants are not required to participate in monthly CoC meetings, participation in at least 10 of the 12 meetings each year gives an agency the opportunity to vote on all decisions including the ranking of future CoC program grants.
- HMIS Participation – all YHDP and CoC-funded agencies are required to participate in the Homeless Management Information System (HMIS) managed by the Coalition for the Homeless. This includes entering all program participants into the database and updating progress annually. Funded agencies are also required to submit quarterly reports from HMIS to insure that data is up to date and meets minimum quality requirements.
- Coordinated Assessment – all YHDP and CoC-funded agencies are required to accept referrals for housing through the Family Health Centers Coordinated Assessment Team (CA). The CA Team conducts an assessment (adapted for YYAs) on each homeless person in the community to evaluate need and make appropriate referrals for housing.

Meeting HUD Guidelines

All applicants must comply with U.S. Department of Housing and Urban Development Continuum of Care Interim Rule 24 CFR_578 and the FY2017 YHDP NOFA except in cases where a waiver has been granted.

The purpose of the YHDP is to develop and demonstrate comprehensive, innovative approaches to ending youth homelessness. Therefore, you are encouraged to develop and apply for innovative solutions in your project design and to request waivers in program implementation. However, some waivers for statutory changes and some activities including construction and rehabilitation make a project ineligible for program renewal. Therefore, only renewable projects will be approved for funding. Others or non-renewable activities will be encouraged to apply for other funding opportunities like the Louisville Affordable Housing Trust Fund.

Organizational Responsibilities

Reporting Requirements - All funded YHDP and CoC grantees must comply with federal reporting requirements. Participant data should be entered timely in HMIS to insure that it is up to date and includes client progress in order to submit a program report annually to HUD no later than 90 days after the end of each program year. Additionally, the Louisville CoC requires that all grantees print and submit a report quarterly to ensure data standards and program outcomes are being met. If either is not

being achieved, the Coalition for the Homeless staff will contact you for technical assistance in addressing the matter.

Data Tracking and Case Management

- Enter all required customer data as directed by KentuckianaWorks into HMIS.
- Track participant data and provide periodic reports.
- Request technical assistance in writing from KentuckianaWorks regarding Policy and Procedures as needed.

Reporting Requirements

The Contractor will be expected to track and report activities to the Program Director on a monthly basis. Stakeholder reports for the Program Oversight Committee and Local Elected Officials are also required. Consistent due dates and templates for each report will be mutually agreed upon. Currently, monthly reports to the Program Director are due by the Friday of the first week of each month. Report topics include:

- Progress on qualitative and quantitative performance standards
- Successes and challenges
- Customer success story

Electronic Equipment and Software

All equipment and software purchase requests and requests to move electronic equipment must be submitted in writing to the KentuckianaWorks Program Director (these items must also be tagged for inventory).

Additional Contractor Responsibilities

Minimum Documentation and Management of Records

All participant information (program and demographics) and other required data must be recorded in each participant's electronic file(s) as designated by KentuckianaWorks. All hard copy documents will be maintained in appropriate files. The Contractor will submit invoices and other financial data according to instructions issued by KentuckianaWorks staff.

Publicity and Media Releases

The Contractor will coordinate and obtain approval through the KentuckianaWorks Communication Department for all products dealing with media relations describing projects or programs funded in whole or in part with KentuckianaWorks money. Such products include: news releases (press releases and media advisories), media events, media interviews, advertising, print articles, public service announcements, and strategic marketing efforts. In addition, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities described in the Program Narrative. Further, the Contractor will clearly identify the Housing and Urban

Development (HUD), and/or other appropriate funding sources as required by KentuckianaWorks.

Printed Materials

The Contractor will communicate with KentuckianaWorks regarding need for materials at the Kentucky Youth Career Center and make requests for printed materials with advance notice so that materials may be designed and printed. Additionally, all printed material used and distributed must receive prior approval from KentuckianaWorks. Moreover, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities described in the Program Narrative. Further, the Contractor will clearly identify the Housing and Urban Development (HUD), and/or other appropriate funding sources as required by KentuckianaWorks.

Incident Reports

The Contractor will provide (in writing) incident reports for (but not limited to) the following: theft, fighting, vandalism, and/or altercations with staff or other participants. KentuckianaWorks should also be notified if there is a participant or staff member who was involved in any off-site incident which has drawn/has the potential to draw media coverage.

Communication

The Contractor will participate in monthly management meetings with KentuckianaWorks to ensure proper communication and resolution of issues. The Contractor will also make staff available to participate in training sessions held by KentuckianaWorks. In addition, Contractor staff must respond to written, telephone, and email correspondence within reasonable time frames. In the event that a point staff person will not be present, a back-up must be designated. If time parameters aren't met regarding correspondence, notification will be made up the chain of command and documented.

Deadlines

Contractor staff must adhere to all KentuckianaWorks deadlines with regard to report submissions, monitoring concerns, performance requirements, data cleanup, and submission of paperwork, etc. If deadlines can not be met, a formal request for an extension must be sent via e-mail to the Program Director for proper approval. If extensions have not been formally requested and approved, notification of late submission will be made up the chain of command and documented.

Contractor Collaboration, Cooperation, and Coordination

The Contractor agrees that it will collaborate, cooperate, and coordinate services with other WDB contractors for the purpose of achieving WDB goals and providing exemplary service to our customers. Additionally, the Contractor will link with, refer participants to and otherwise collaborate, cooperate, and coordinate with any community resource

regardless of its funding source in order to achieve the goals of this contract in the most efficient manner possible.

Utilization of Contractor Resources

Contractors are expected to apply their non-WDB funded resources, if the services provided are considered usual and customary and participants meet the eligibility requirements of the non-WDB funded resources in order to avoid duplication of services and to affect the most efficient use of community resources. A detailed list of these contributions is listed in the Contractor's proposal.

Contract Extension

This agreement will end on June 30, 2021. No extension is possible without specific action of the Workforce Development Board.

Performance

Quantitative Measures

The Contractor will be responsible for the following set of performance metrics.

| Measures | Adjusted Goal to be reached by June 30, 2021 | 2-Year Grant Program Goals (10/2019-10/2021) |
|---|---|---|
| 1. Participants Served | 37 | 50 |
| 2. Completion of Career Assessments (ICDP) | 37 | 50 |
| 3. Participation in Leadership Development | 34 | 46 |
| 4. Completion of Workforce Education | 34 | 46 |
| 5. Placement into employment or short-term training | 22 | 30 |
| 6. Completion of Internship Academy | 18 | 25 |
| 7. Credentials earned | 18 | 25 |
| 8. Earned High School Diploma/GED | Track | Track |
| 9. Median Wage | Track | Track |
| 10. Participants obtaining housing stability | 18 | 25 |
| 11. Recidivism back into emergency housing | Less than 3.75% | Less than 5% |

Note: Monthly program reports submitted no later than the 5th of each month explain the yearly goals set on July 1, based upon what was accomplished.

| | Additional YHDP Community Measures |
|----|---|
| 1. | Shorten the length of time young adults are unsheltered to no more than 30 days. |
| 2. | House all young adults in the By-Name list (including reunification). |
| 3. | Maintain no more than 5% recidivism of young adults housed back into emergency shelter. |
| 4. | Continue to house newly homeless young adults at the rate they become homeless. |
| 5. | Maintain monthly meetings between the four systems of the plan through on-going commitments to remove barriers to homeless young adult success. |
| 6. | 100% of young adults receive access to life-changing (transformative) services. |
| 7. | 25% of young adults increase education levels. |
| 8. | 85% of young adults increase income. |
| 9. | 45% of young adults increase income to a level that benefits are no longer necessary. |

BUDGET

Budget Narrative

- a. This is a cost reimbursement contract. The total budget shall not exceed \$3,373.39. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Board.
- b. Since the Contractor, Board of Education of Jefferson County KY represents that it is
 - (X) a public entity
 - () a private non-profit entity,
 - () an institution of higher education
 - () a for-profit entity other than an institution of higher education,

Such Contractor

(X) is
() is not
subject to the Single Audit requirements referenced in Section 10.1, of this Agreement.

- c. The Contractor's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Board, at the address given in Section III above, within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Contractor must request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.
- d. Furthermore, since the Contractor represents that it is
 ☒ a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees
 ☐ a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,
 ☐ a private non-profit entity,
 ☐ a for-profit entity,

Such Contractor

- ☒ is
☐ is not

required to track expenditures under this Agreement with a view to determining program income, as delineated in Section 3.5 of this Agreement.

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

Budget Line Item Definitions/Requirements

- **Assessment** – This line item is to be used to cover the costs of assessment and GED attainment fees only. These costs should directly relate to deliverables outlined in the program narrative.
- **Dues/Subscriptions** – Subscriptions to journals, magazines, etc. that are considered reasonable and provide relevant information as it relates to the program funded by KentuckianaWorks will be allowed. All of subscriptions must be approved by KentuckianaWorks.
- **Educational Materials** – This line item is to be used to cover the cost of purchasing educational materials (manuals, study guides, and tools directly related to a curriculum or resource for learning). Written documentation must be provided to KentuckianaWorks that demonstrates that these materials cannot be purchased with other funds that the contractor receives and that all materials will be used for the benefit of WIOA customers only.

- **Equipment and Software** – This line item is to be used to cover the costs of any equipment or software desired by the subcontractor. All requests must be approved by KentuckianaWorks. After approval is obtained, orders for all electronic equipment and/or software are placed and coordinated through KentuckianaWorks.
- **Fringe Benefits** – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Contractor's written personnel policy for all employees. Daily employee parking in a garage or lot where required is considered a fringe benefit and so should be included in this line item as well.
- **Furniture and Other Approved Equipment** – This line item is used to cover the costs of furniture including desks, chairs, tables, bookcases, file cabinets, and fax machines. Before any purchases are made using this line item, requests must come to KentuckianaWorks accompanied by a written rationale. All items must be reported on the Contractor's inventory and is considered to be the property of KentuckianaWorks. This line-item does not cover computer, copier, electronic, or related equipment.
- **Office Supplies and Copying** – This line item is used to cover costs of office supplies directly related to WIOA program only. This includes items such as ink pens, paper clips, etc.
- **Printing** – This line item is used to cover costs for printing materials to be used in the course of providing contractual services to WIOA customers only.
- **Participant Expenses** – This line item is used to cover costs such as participant awards, background checks, bonding as appropriate, ID/Name Badges, and incentives. These items must be identified during negotiation of the contract and approved by KentuckianaWorks.
- **Planned Miscellaneous** – This line item is used to cover costs that contractor desires but they do not fit under any other line item. These items need to be clearly stated and receive prior approval from KentuckianaWorks.
- **Position Title/Personnel** – This line item is used to cover specific costs associated with positions needed to perform requested services. Positions must be clearly defined and specify job functions and responsibilities as they relate to this contract.

- **Postage/Courier Service** – This line item is used to cover costs related to using USPS, as well as Fed Ex, UPS, etc as necessary. If required to carry out obligations under contract expenses for Courier Service also come under this line item.
- **Staff Development** – This line item is used to cover costs of advancing the knowledge of employees providing direct program services. Requests for reimbursements under this category must contain descriptions of activities and benefit to the employee and Youth Career Center programs.
- **Transportation**-This line item is used to cover transportation costs for eligible participants. Transportation costs must be tracked by funding stream.
- **Travel (Local)** – This line item is used to cover the costs of local travel to meeting and activities using personal transportation (vehicles) within a fifty mile radius from central office. Meetings are required to be relevant to contract and to the benefit of the clients being served. Local travel is considered within a fifty- mile radius of business location. Mileage reimbursement is to be in accordance with the contractor's established mileage policy or an agreed upon amount reached during contract negotiation. Parking expenses incurred will also be reimbursed under this line item.
- **Travel (Out of Town)** – This line item is used to cover the costs of staff attending meetings and conferences that directly relate to the program being administered by the contractor.
- **Unforeseen Miscellaneous** – This line item is to be used to cover costs that don't fit within definitions specified above. It will not be used to cover cost overruns in individual line items. An example would be covering the cost of an interpreter not initially needed when the budget was initially finalized. NOTE: Total combined Unforeseen Miscellaneous and Contractual not to exceed **2%** of total budget.
- **Youth Development Activities** – This line item is used to cover costs associated with field trips for college/career exploration (such as transportation, admission/registration fees) as well as leadership development activities.

Note: Funds cannot be used to market or support programs and services not related to this agreement. This includes paying for advertising of positions, completing and filing

annual reports, business plan costs, legal services, or activities not directly related to this agreement.

Note: Budget line items and/or definitions cannot be added or changed without a written request and prior approval from KentuckianaWorks, with the following exception:

- For an individual line item, a change of 10 percent or less does not require approval.

Note: Invoices tied to the budget must be submitted to KentuckianaWorks' Fiscal Department by the 15th of the following month.

Line Item Budget: Contract 205-110-21

| JCPS YOUTH HOMELESSNESS DEMONSTRATION PROGRAM (YHDP) BUDGET – July 1, 2020 – June 30, 2021 | |
|---|-------------------|
| Coordinator at 2% of total salary | \$1,326.64 |
| Fringe 34% | \$451.06 |
| Total Program Salaries & Fringe | \$1,777.70 |
| Participant Expenses (Food) | \$1,481.30 |
| Total Operational Costs | \$1,481.30 |
| Sub Total | \$3,259.00 |
| Indirect Costs (est. @ 3.51%) | \$114.39 |
| GRAND TOTAL | \$3,373.39 |

Detail of Positions and Qualifications

Position Title: Coordinator

Specific Duties Related to Proposed Service:

- A. Will serve as team leader.
- B. Responsible for the day-to-day management of the center, staff supervision, and program design.
- C. Responsible for developing and maintaining relationships with social service agencies and community partners.
- D. Responsible for monitoring HUD performance outcomes.
- E. Oversight of required HUD activities, including program design, reporting, budgeting, outreach, and leading the YSW team in planning and decision-making in all YSW activities.
- F. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree preferred.
2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.
3. Other: Successful experience in organizational development and program management.

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

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

The Board

The Greater Louisville
Workforce Development Board, Inc.

By:

Michael B. Gritton
Executive Director

Date

The Contractor

Board of Education of Jefferson County, Kentucky

By:

Dr. Marty Pollio
Superintendent

Date

APPROVED AS TO FORM:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: Stephanie Malone
Stephanie Malone
Assistant Jefferson County Attorney

4/2/2020
Date