KCSD
Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:
5/3/21

AGENDA ITEM (ACTION ITEM):
Consider/Approve Approve 2021-2022 Family Resource and Youth Service Center (FRYSC) Contract with the Cabinet for Family and Health Services

APPLICABLE BOARD POLICY:
01.011 General Power and Duties of the Board

HISTORY/BACKGROUND:
By entering into the Memorandum of Agreement with the Commonwealth of Kentucky the Kenton County Board of Education agrees to administer Family Resource and Youth Service Center (FRYSC) programs within the parameters outlined in the MOU. The KCSD is provided with funds to employ a full time center coordinator who is responsible for the provision of both core and optional components to students and families served by the schools. The district Family Resource Center (FRC) and Youth Service Centers (YSC) are: Beechgrove FRC, Dixie YSC, Fort Wright FRC, Caywood FRC, Kenton FRC, Piner FRC, River Ridge FRC, Ryland FRC, Scott YSC, Simon Kenton YSC, Summit View FRYSC, Taylor Mill FRC, Turkeyfoot YSC, Twenhofel YSC, White's Tower FRC, and Woodland YSC.

FISCAL/BUDGETARY IMPACT:
$1,909,098.93 is provided by the state to administer the FRYSC program.

RECOMMENDATION:
Approval to 2021 FRYSC Contract with the Cabinet for Family and Health Services.

CONTACT PERSON:
Karen Hendrix

Principal/Administrator *District Administrator* *Superintendent*

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

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Commonwealth of Kentucky
CONTRACT MODIFICATION

DOC ID NUMBER:
PON2 730 2000001722 **Version:** 3 **Record Date:**

Document Description: FRYSC BOE Region 04 (C2023)

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: MODIFICATION 2

04/05/2021

Original Contract Amount: $4,747,336.32
Amount of Increase: $4,834,947.80
Total Contract Amount: $9,582,284.12

This modification is to extend the contract for an additional year and realign the budget amounts for FY21 and FY22.

The buyer is changed from Regina K. Long to Jennifer G. Yount

Scope of Work changes:

Section 2.01(G) (2) (d) change language from "DFRYSC Principal Training Module" to "FRYSC and School Leaders-Partnership at Its Best Module".

Section 2.01(G) (3) (s) (ii) change language from "fess" to "fees".

Section 2.02(B) (3) change language from "A Funding Request/Invoice due by July 15" to "A Funding Request/Invoice due within 14 business days of funding award".

Section 4.01.07 Force Majeure added, "a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky," to the second sentence.

Commodity Line 1 through Commodity Line 16 Accounting Line 1 - additional funding added to all lines in a total amount of $43,004.62

Commodity Line 1 through Commodity Line 16 Accounting Line 2- added in their entirety in a total amount of $4,791,943.18.

Contract end dates extended throughout the entire contract 07/01/2021 to 06/30/2022.

Issuer Contact:

Name: Jennifer Yount
Phone: 502-564-1896
E-mail: jenniferg.yount@ky.gov

Vendor Name:
Multiple Provider

702 Capitol Avenue
OMPS
Frankfort KY 40601

Vendor No. ZZMISCPROC
Vendor Contact
Name: No Contact
Phone: XXX-XXX-XXXX
Email:

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Bellevue Independent BOE	$0.000000	$219,528.84	$219,528.84

Extended Description:

Administer 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) 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.

100% General Funds

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Robb Smith (859) 261-7577
robb.smith@bellevue.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Boone County BOE	$0.000000	$1,821,656.83	$1,821,656.83

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Mike Ford 859-282-3325
mike.ford@boone.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Campbell County BOE	$0.000000	$706,022.40	$706,022.40

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
David Rust 859-448-2436
david.rust@campbell.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
4		0.00000		Carroll County BOE	$0.000000	$330,948.00	$330,948.00

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Danny Osborne, 502-732-7070
danny.osborne@carroll.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
5		0.00000		Covington Independent BOE	$0.000000	$1,077,787.32	$1,077,787.32

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Alvin L. Garrison 859-392-1001
alvin.garrison@covington.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract	Total Price

						Amount	
6		0.00000		Dayton Independent BOE	$0.000000	$272,848.24	$272,848.24

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Jay Brewer 859-491-6565
jay.brewer@dayton.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
7		0.00000		Erlanger-Elsmer Independent BOE	$0.000000	$516,278.88	$516,278.88

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Chad Molley 859-727-2009
chad.molley@erlanger.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
8		0.00000		Gallatin County BOE	$0.000000	$330,948.00	$330,948.00

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Larry Hammond 859-567-1821
larry.Hammond@Gallatin.kyschools.us

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1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
9		0.00000		Grant County BOE	$0.000000	$730,291.92	$730,291.92

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Matt Morgan 859-824-3323
matt.morgan@grant.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
10		0.00000		Kenton County BOE	$0.000000	$1,909,098.93	$1,909,098.93

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Dr. Henry Webb 859-344-8888
henry.webb@kenton.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
11		0.00000		Ludlow Independent BOE	$0.000000	$165,474.00	$165,474.00

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Mike Borchers 859-261-8210
mike.borchers@ludlow.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
12		0.00000		Newport Independent BOE	$0.000000	$452,663.32	$452,663.32

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Tony Watts 859-292-3004
tony.watts@newport.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
13		0.00000		Owen County BOE	$0.000000	$326,903.08	$326,903.08

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Robert Stafford 502-484-3934
robert.stafford@owen.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

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Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
15		0.00000		Pendleton County BOE	$0.000000	$330,948.00	$330,948.00

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Joe Buerkley
Joe.Buerkley@pendleton.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
16		0.00000		Williamstown Independent BOE	$0.000000	$165,474.00	$165,474.00

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
Misty Middleton, (859) 824-7144
Misty.Middleton@williamstown.kyschools.us

1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
17		0.00000		Walton-Verona Independent BOE	$0.000000	$225,412.36	$225,412.36

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.

100% General Funds.

Term of contract 7/1/20 to 6/30/22

2nd Party Contact:
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matt.baker@wv.kyschools.us

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1st Party Contact:
Melissa Goins, Director, DFRYSC
502-564-4986 x3834
Melissa.goins@ky.gov

Shipping Information:	Billing Information:
	CHFS DFRCVS/FRYSC 275 E Main Street 3C-G Frankfort KY 40621

TOTAL CONTRACT AMOUNT:	$9,582,284.12

MODIFICATION HISTORY

MODIFICATION 2

04/05/2021

Original Contract Amount: $4,747,336.32
Amount of Increase: $4,834,947.80
Total Contract Amount: $9,582,284.12

This modification is to extend the contract for an additional year and realign the budget amounts for FY21 and FY22.

The buyer is changed from Regina K. Long to Jennifer G. Yount

Scope of Work changes:

Section 2.01(G) (2) (d) change language from "DFRYSC Principal Training Module" to "FRYSC and School Leaders- Partnership at Its Best Module".

Section 2.01(G) (3) (s) (ii) change language from "fess" to "fees".

Section 2.02(B) (3) change language from "A Funding Request/Invoice due by July 15" to "A Funding Request/Invoice due within 14 business days of funding award".

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Commodity Line 1 through Commodity Line 16 Accounting Line 1 - additional funding added to all lines in a total amount of $43,004.62

Commodity Line 1 through Commodity Line 16 Accounting Line 2- added in their entirety in a total amount of $4,791,943.18.

Contract end dates extended throughout the entire contract 07/01/2021 to 06/30/2022.

ADMINISTRATIVE MODIFICATION

August 24, 2020

Previous Contract Amount: $4,747,336.32

Increase/ Decrease Amount: $0.00

New Contract Amount: $4,747,336.32

This Administrative Modification is required for reporting purposes. The contract title will change from FRYSC BOE Region 4 to FRYSC BOE Region 04. There are no changes to contract amount or scope of work.

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Family Resource Centers and Volunteer Services, Division of Family Resource and Youth Services Centers (FRYSC) ("the Commonwealth") and the Multi-Provider - Family Resource and Youth Services Centers ("the Contractor") to establish an agreement for administering the Family Resource and Youth Services Centers program within the parameters established in the approved plan(s) and this agreement. The Contractor shall 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 on-site or off-site through referral to existing services or by direct provision if no alternative exists. The initial MOA is effective from July 1, 2020 through June 30, ~~2021~~ 2022.

SECTION 1-ADMINISTRATIVE OVERVIEW

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. The Contractor shall 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. The Contractor shall provide activities and additional services as deemed necessary by local need assessments and as 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 Department for Family Resource Centers and Volunteer Services, Division of Family Resource and Youth Services Centers (FRYSC). 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 identified on page 1 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:

- Vendor: Contractor, Offeror, Second Party, Proposer

- Contract Specialist: Buyer, Purchaser, Contract Officer

- Commonwealth of Kentucky: Commonwealth, 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. "FRYSC Counts!" 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.

1.05-Organization

This Contract is organized in the following manner:

Section 1 - Administrative Overview

Section 2 - Scope of Services

Section 3 – Pricing

Section 4 - CHFS General Terms and Conditions

Section 5 - Federal Requirements

Finance Terms and Conditions of the Contract

SECTION 2-SCOPE OF SERVICES

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.

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 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 Center or a Family Resource Youth Services Center.

b. Ensure that advisory council meets at least 5 times per year (every other month excluding summer months) 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 School - Based Decision - Making Council(s) and/or school leadership team 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.

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 Administrators Guidebook.

b. Centers shall maintain all records on - site as outlined in the recordkeeping section of the DFRYSC 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 documents are up to date and on file.

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 (FRYSC Counts!).

8. Ensure that supplies having a per unit acquisition cost less than $5,000 shall follow property standards outlined within each Kentucky school district's policies and procedures, when purchased with FRYSC funds under this agreement.

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 statues or regulations, information releases or official issuances of the Cabinet, and the FRYSC Administrators Guidebook, as if appended herein.

G. Programmatic Requirements

1. The Second Party shall ensure the following staffing requirements:

a. 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.

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

c. 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.

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

e. 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.

f. 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.

2. The Second Party shall ensure the following information/professional development requirements:

a. 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:

i. Orientation training for new coordinators;

ii. Mentoring site visits for new coordinators;

iii. An annual statewide training conference;

iv. Regional meetings as scheduled; and,

v. Other training events as identified by the DFRYSC.

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

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

d. Ensure that all principals within the district that serve schools with a center complete the ~~DFRYSC Principal Training Module~~ FRYSC and School Leaders- Partnership at Its Best Module.

3. Ensure the following budgetary requirements:

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

b. 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.

c. 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.

d. 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.

e. Any such amendments shall be submitted on the system approved by the Cabinet.

f. 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.

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

h. Prior 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.

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

j. 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.

k. 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:

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

ii. 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.

l. 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.

m. 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.

n. 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.

o. 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.

p. 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.

q. 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.

r. Program income is any gross income earned that is directly generated by an activity supported by a FRYSC where expenses (e.g., supervision, supplies, utilities, etc.) are paid, in whole or part, by FRYSC contract funds. Program income must be deducted from total allowable costs to determine the net allowable costs for the FRYSC program. Any exception must be approved by the FRYSC Director or Assistant Director. Any balance after the deduction must be used for FRYSC - approved programming.

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

i. The sale of tangible personal property;

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

iii. Registration fees; and,

iv. Patent or copyright royalties.

t. 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 auditing purposes.

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

5. 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.

2.02-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~~ A Funding Request/Invoice due within 14 business days of funding award;

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

5. Coordinator Professional Development Tracking Forms to be entered on the Training tab in the FRYSC Counts! system by June 30;

6. Advisory Council minutes showing a review of Implementation and Results must be uploaded to FRYSC Counts! by September 30;

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.

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.

2.03-Subcontractors

Subcontractors will not be allowed for this contract.

2.04 - CHFS/FRYSC Responsibilities

FRYSC 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.

2.05-Monitoring 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-PRICING

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. Contract balances and final payments shall be adjusted due to unexpended funds as reported by end of year MUNIS reports. Districts will be notified by correspondence from the Division of FRYSC if such adjustment will occur. Contract modifications may be issued to reduce the balance of the contract at the discretion of the FRYSC Director.

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.

Invoices for payment shall be submitted to Division of FRYSC or electronically to CHFS.FRYSCMUNISRPT@ky.gov monthly. Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The invoice must include at a minimum:

1. Vendor's name and address.

2. PON2 number that invoice(s) are using for funding.

3. Clearly list dates of service (from and to).

Example
Monthly Invoice: Dates of Service from: July 1, 2020 to: July 31, 2020

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 2020.

5. Total amount due for the current billing cycle.

6. Cumulative total for all invoices to date.

7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re - invoicing.

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

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;

4.00.01-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 page 1 of this Contract 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:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and

2. The Contractor's final written budget or 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.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2020 through June 30, ~~2021~~ 2022.

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 KRS Chapter 45A.

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

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist identified on page 1 for consideration and decision.

4.00.04-Notice

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 Contract Specialist identified on page 1.

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

4.00.05-Renewals

Not applicable to Memorandum of Agreements.

4.00.06-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm

4.00.07-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.

If a foreign entity, 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.

4.00.08-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. 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. Foreign entity is defined within KRS 14A.1-070.

4.00.09-Payment

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in of this Contract.

4.00.10-Expenses

Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

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 this Contract or authorized in advance and in writing by the Commonwealth.

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 requested by the Commonwealth.

4.00.11-Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with the Commonwealth of Kentucky, and by holding and performing this Contract, the Contractor will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

4.00.12-Campaign Finance

The Contractor certifies that neither the Contractor nor any member of the Contractor's immediate family having an interest of ten percent (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, (i) that neither the Contractor nor the company that the Contractor represent, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and (ii) that the award of a contract to him/her or the company which the Contractor represent will not violate any provisions of the campaign finance laws of the Commonwealth.

4.00.13-Social Security

The parties are cognizant that the state 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.

4.01-General Provisions

4.01.01-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.

4.01.02-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.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

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.

4.01.04-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.

4.01.05-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 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 the Contractor or as a result of the express written request of CHFS; or (f) the Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Kentucky Claims Commission up to the jurisdictional amount.

4.01.06-Sovereign Immunity

The Parties expressly agree that no provision of this Contract constitutes 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.

4.01.07-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, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, 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 Subcontractor 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, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defensem each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

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

The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. CHFS shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to the Contractor and CHFS. The 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.

4.01.09-Licensure, Certification, and Registration

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;

2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and

3. Produce copies of any required license, registration, and/or certification at the request of CHFS or the Cabinet's designee.

4.01.10-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.

To the extent required by law, 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.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to CHFS by the Contractor, prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on the 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.

4.01.12-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 a full-time or part-time 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, volunteer, or independent contractor of the Contractor.

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

4.01.13-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 of 1990 as Amended (ADA), 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, as applicable, 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 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 forth 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, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify CHFS.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

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

1. All applicable federal and state statutes and regulations as they are currently in effect;

2. All commitments and assurances as set forth in all CHFS grant awards with respect to goals, 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

3. 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.

4.02.02-Total Amount of Funds and Budget Revisions

In addition to Section 4.00.10 - Expenses, 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.

4.02.03-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.

Before engaging a Subcontractor not identified in the Contractor's response or replacing a Subcontractor identified in the Contractor's response, the Contractor will notify the agency and

provide the agency with information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. The agency reserves the right to approve or disapprove any Subcontractor proposed by the prime Contractor; such approval shall not be unreasonably withheld.

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

4.02.03.01-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 the Contract Specialist identified on page 1.

4.02.03.02-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 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 that are pertinent to this Contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

4.02.04-Indirect Cost

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

4.02.05-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, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with 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. The provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall 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 that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

Any dissemination of information about projects funded and the scope of work described in the 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.

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.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;

2. Information that 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

3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

4. 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.

4.02.07-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).

4.02.08-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' 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:

1. Required by a Kentucky or Federal law, regulation, rule, or other audit requirement relating to the Contractor's business;

2. Performed by the Contractor as part of this Contract; or

3. Necessary due to the Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on the Contractor; or

4. Deficiencies may also result in the assessment of penalties as described in Section 4.02.10 - Performance-Based Penalties.

4.02.09-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 that 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 CHFS Institutional Board. No research may begin until such time as the Board reviews and approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of contract for each instance of non-performance.

If the Cabinet elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the Department's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The Department will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the Department's representative designated by the Department within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the Department shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by Finance or the Department, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. Cabinet may reduce the time allowed for corrective action depending upon the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result up to a $500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result up to $1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the

representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in action pursuant to the section titled 'Cancellation' of this Contract.

3. Upon timely resolution of all performance based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.11-Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents completed for this Contract, contact the Contract Specialist identified on page 1.

4.02.12-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data or communication or technical support system. Such plans shall enable the Contractor to continue to meet all requirements of CHFS. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne solely by the Contractor.

4.02.13-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx

4.03-Breach and Contract Termination

4.03.01-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 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.

4.03.02-Transition/Turnover

In the event CHFS requires a transition after a non-renewal or termination by either party, CHFS shall notify the Contractor at the same time CHFS serves notice of the non-renewal or termination, as the case may be.

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 Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.

2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor. CHFS shall ensure the cooperation of the new Contractor to facilitate a smooth transition.

3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by CHFS, CHFS shall review the document and within fourteen (14) calendar days provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If CHFS determines upon review that the Transition Document is missing necessary information, CHFS shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a full and complete accounting and report as of the date of termination about the status of services. This report shall be provided to CHFS within twenty-one (21) days of the effective date of termination.

5. Transfer all documents and records of every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain to this Contract, including but not limited to, all those listed in the contract, within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.

6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.

7. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

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.

4.04.02-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:

1. Promptly cures all defaults under this Contract;

2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and

3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-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.

4.04.04-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.

4.04.05-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 Part 50 and 900 KAR 1:080, as amended, and shall be made available, upon request,

to CHFS. 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.

4.04.06-Intellectual Property

The Contractor agrees that any formulae, methodology, or 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 CHFS, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data 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:

1. Patents;

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

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

4.04.07-Certification Regarding Drug-Free Workplace

The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:

1. 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;

2. Establish an ongoing drug-free awareness program to inform employees about:

A. The dangers of drug abuse in the workplace;

B. The Contractor's policy of maintaining a drug-free workplace;

C. Available drug counseling, rehabilitation, and employee assistance programs; and

D. The penalties that may be imposed upon employees for drug abuse violation.

4.04.08-Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

4.04.09-Record Checks

A current and satisfactory criminal record check that is satisfactory with no convictions or outstanding charges which would constitute a disqualifying offense under 900 KAR 1:009. A criminal record check shall be completed through the Kentucky State Police Information Center or the Administrative Office of the Courts. If an individual providing services under the contract has resided or worked in a state other than Kentucky a satisfactory records check shall be required of those states as well.

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, regarding Contract provisions for non-federal entity Contracts under federal award.

The following terms shall apply:

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors 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.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, the Contractor shall certify, by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

For the purposes of this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

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

5.00.03-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 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 $10,000.00 and not more than $100,000.00 for each such failure.

Note A: This information is specific to the Notice of Grant Award (NGA) for the Prime Recipient (CHFS) rather than the Subrecipient. NGAs or equivalent federal documents will be made available directly to Subrecipients via file access, internet access or through direct correspondence, as determined by each Department.

Note B: Only the Prime Recipient (CHFS) submits FFATA information. Descriptions submitted by CHFS through FFATA are limited to the general program description. FFATA information is available publically at www.USASPENDING.gov.

Note C: Unless specified in the Commodity Line Extended Description, subawards issued by CHFS do not contain Research and Development (R&D).

(Rev.3/25/2020)

Memorandum of Agreement Standard Terms and Conditions

Revised December 2019

1.00 Effective Date:

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

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

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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4.00 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 day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 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, 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).

7.00 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 corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[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.

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

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.

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.

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.

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.

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.

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.

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.

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.

CHFS Cabinet Approval:

Signature | Title

Printed Name | Date

Contractor Approval:

See next page for signatures.

CHFS Department Review:

Signature | Title

Printed Name | Date

Approved as to form and legality:

DocuSigned by:
Lucas Roberts
804FD72E457745F...

Attorney

4/21/2021 | 2:56 PM EDT

Date

KDE Region 4

Bellevue Independent

DocuSigned by:
Robb Smith
DD477E218D3C4EE...

Superintendent

Robb Smith

4/22/2021 | 6:58 AM PDT

Boone County

Campbell County

Carroll County

Covington Independent

Dayton Independent

Erlanger-Elsmer Independent

DocuSigned by:
Chad Molley
C5A65C4DD77E412...

Superintendent

Chad Molley

4/22/2021 | 2:46 PM EDT

Gallatin County

Grant Independent

DocuSigned by:
Matt Morgan
704F5C4489A84FB...

Superintendent

Matt Morgan

4/22/2021 | 9:52 AM EDT

Kenton County

Ludlow Independent

DocuSigned by:
Mike Borchers
07EAAE056DE14B2...
Mike Borchers

Superintendent

4/22/2021 | 7:34 AM PDT

Newport Independent

Owen County

Pendleton County

DocuSigned by:
Joe Buerkley
9657F75CE100447...
Joe Buerkley

Superintendent

4/22/2021 | 1:55 PM EDT

Walton-Verona Independent

Williamstown Independent

Memorandum of Agreement Standard Terms and Conditions
Section 7.00 Violation of Tax and Employment Laws Disclosure

The Contractor shall indicate below whether or not they have violated any of the provisions of the above statutes within the previous five (5) year period.

If violations have been made, the Contractor must reveal such final determination(s) of violation(s). Email 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 to the Buyer of Record listed on the title page.

	Has Not	Has
Bellevue Independent	X	
Boone County		
Campbell County		
Carroll County		
Covington Independent		
Dayton Independent		
Erlanger-Elsmer Independent	X	
Gallatin County		
Grant Independent	X	
Kenton County		
Ludlow Independent	X	
Newport Independent		
Owen County		
Pendleton County	X	
Walton-Verona Independent		
Williamstown Independent		