



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

Issuer Contact:Name: Melissa Weitzel
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GREATER LOUISVILLE EDUCATION
COOPERATIVE
3332 NEWBURG ROAD

LOUISVILLE KY 40218**Vendor No.**

KY0036146

Vendor ContactName: EDWARD D MUNS
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Email: Edward.Muns@jefferson.kyschools.us**Effective From:** 2021-07-01**Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administrative Services, All Kinds	\$0.000000	\$242,985.00	\$242,985.00

Extended Description:

The purpose of this agreement is to facilitate Pre-employment transition services to youth considered potentially eligible for Vocational Rehabilitation services through transition services.CFDA# 84.126A For more information, please see terms and conditions.

Shipping Information:Office of Vocational Rehabilitation - Frankfort
500 Mero Street, 4th Floor NE

Frankfort KY 40601

Billing Information:Office of Vocational Rehabilitation - Frankfort
500 Mero Street, 4th Floor NE

Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$242,985.00**

Memorandum of Agreement Terms between Education and Workforce Development Cabinet Office of Vocational Rehabilitation and Greater Louisville Educational Cooperative (GLEC)

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of Vocational Rehabilitation (“OVR” or “the Commonwealth”) and Greater Louisville Educational Cooperative (“GLEC” or “the Contractor”) to establish an agreement for the provision of Pre-Employment Transition Services (Pre-ETS) to students with disabilities to enhance their skills and readiness for post – secondary, employment and training.

The initial MOA is effective from July 1, 2021 through June 30, 2022.

I. COVID-19 Terms

Due to the ongoing COVID-19 pandemic, OVR ceased all in-person services. Our primary concern is the health and safety of our consumers, staff, and partners. During the term of this Agreement, Executive Orders or other safety protocol as mandated by OVR, may continue to prohibit in-person services. The vendor must comply with the following procedures when in person services are prohibited:

1. Substantive services must continue to be provided to consumers. Substantive services may include but are not limited to resources for distance service delivery listed at: <http://www.wintac.org/content/resources-distance-service-delivery#tech>
2. In order for services to be reimbursed, substantive services must be rendered.
3. Service providers may implement accessible training activities using a computer-based training platform that allows for face-to-face interaction. As part of this process, the service provider must ensure the consumer’s ability to actively participate in computer-based training, including identifying whether the customer has the computer resources available.
4. Prior to providing services on a remote basis to OVR consumers, a plan of service must be submitted to the OVR Administrator detailing the proposed methods of providing remote services.
5. The provider must have written OVR approval of the proposed plan of service prior to implementation of remote services.

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II. Scope of Services

Contractor will provide the five (5) required Pre-ETS activities to qualified students through individual and group activities. The activities will be determined by individual student needs. The Contractor will collaborate and utilize the student's individual education program (IEP), the Pre-ETS need(s), or the ARC committee decisions to determine what Pre-ETS activities the student needs. This will address individual needs, transition goals, or post-secondary goals. Outcomes will be determined by multiple data points such as evidence of participation and evaluation of readiness and engagement in the activities.

Pre-ETS activities shall include:

1. Job Exploration
2. Work-Based Learning
3. Workplace Readiness
4. Post-Secondary
5. Self-Advocacy

A. Contractor shall:

1. Ensure pre-ETS funding under this agreement does not supplant existing Contractor funding. Instead, Contractor shall use the funding to provide enhancements to current services to students with disabilities and/or offer additional services not already available to Contractor students.
2. Provide all five (5) pre-ETS in accordance with federal and state requirements and the terms of this MOA, and agree to comply with all written guidance, policies and procedures of KY OVR.
3. Provide the required pre-ETS activities for Job Exploration, in groups, as follows:
 - a. Share and discuss local labor market information and how it impacts them;
 - b. Use ONET to explore careers;
 - c. Arrange a panel of local employers to meet with students;
 - d. Develop a local career fair;
 - e. Provide information regarding nontraditional employment;
 - f. Work with students to complete vocational interest inventories;
 - g. Discuss information about career pathways and help students identify career pathways of interest to them;
 - h. Host regional or school transition conference with career speakers;
 - i. Host a workshop that informs students about job shadowing, paid/nonpaid work experience, career mentorship, paid/nonpaid internships;
 - a9. Provide workplace tours for groups of students;
 - aa. Discuss information about career pathways and determine barriers and alternatives;
 - ab. Have students explore 3-5 career pathways of their interest;
 - ac. Teaching students what jobs are in demand;
 - ad. Provide information regarding nontraditional employment;
 - ae. Teaching students about the local labor market and how it affects their life; and,

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- af. Career fair.
4. Provide the required pre-ETS activities for Job Exploration, in one-on-one, as follows:
- a. As appropriate, and in collaboration with district personnel:
 - i. With the student, review vocational interest inventory results;
 - ii. Learn about and explore career pathways using state career information systems;
 - iii. Interview people to learn about jobs and skills needed to succeed;
 - iv. Provide information regarding nontraditional employment;
 - v. Work with the student to develop a career goal plan;
 - vi. Talk about in-demand occupations within the community;
 - vii. Link students with career mentors, job shadowing contacts;
 - viii. Connect students with business mentors in the areas of interest;
 - ix. Provide information regarding non-traditional employment;
 - x. Provide information about in-demand industry sectors and occupations; and,
 - xi. Provide visuals such as, videos of various occupations for students to view.
5. Provide the required pre-ETS activities for Work-Based Learning, in groups, as follows:
- a. Coordinate worksite tours to learn about specific job skills;
 - b. Provide virtual career tours;
 - c. Provide guest speakers to talk about apprenticeships, job shadowing;
 - d. Provide guest speakers to talk to students about specific careers; and,
 - i. Allow students to ask questions in relation to that career.
 - e. Coordinate informational interviews to research employers.
6. Provide the required pre-ETS activities for Work-Based Learning, in one-on-one, as follows:
- a. As appropriate, and in collaboration with district personnel:
 - i. Develop work sites aligned with student interest;
 - ii. Provide local volunteer opportunities for students;
 - iii. Conduct work-based learning evaluations of student performance; and,
 - iv. Provide opportunities for internships, apprenticeships (not registered apprenticeships or pre-apprenticeships), and fellowships.
7. Provide the required pre-ETS activities for Post-Secondary Counseling, in groups, as follows:
- a. Coordinate group college visits to a variety of settings;
 - b. Plan visits to Job Corps;
 - c. Conduct workshops about Accessibility Offices at Colleges;

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- d. Conduct workshops about various branches of the military and the requirements, including ASVAB;
 - e. Conduct workshops to inform students of various summer camp opportunities in the region at post-secondary settings; and,
 - f. Provide guest speakers, such as personnel from post-secondary Office of Accessibility.
8. Provide the required pre-ETS activities for Post-Secondary Counseling, in one-on-one, as follows:
- a. As appropriate, and in collaboration with district personnel:
 - i. Learn about accommodations for college entrance exams;
 - ii. Develop "class shadows" in college and vocational training classrooms;
 - iii. Advise students and parents or representatives on academic curricula;
 - iv. Provide information about the college application and admissions processes;
 - v. Complete the Free Application for Federal Student Aid (FAFSA) with student;
 - vi. Provide resource that may be used to support individual student success in education and training (i.e., disability support services);
 - vii. Provide students information on SSI;
 - viii. Provide students information on STABLE KY;
 - ix. Provide students information on guardianship;
 - x. Provide students information on special needs trust;
 - xi. Community support for an individual with a disability;
 - xii. Learn about accommodations for college entrance exams;
 - xiii. Share information regarding graduation rates for students that register with Disability Services vs. those who do not;
 - xiv. Share information regarding admission requirements and process;
 - xv. With students, create a list of questions for Admissions and/or Disability Services staff;
 - xvi. With the student, make phone calls to Admissions and/or Disability Services to ask questions; and,
 - 1. Provide students with the opportunity to tour the Disability Resource Center.
 - xvii. Share information regarding available programs at community colleges and technical schools.
9. Provide the required pre-ETS activities for Workplace Readiness, in groups, as follows:
- a. Provide lessons on strategies to support independence at work such as time management, self-monitoring performance and accepting constructive feedback;
 - b. Teaching soft skills;
 - c. Conduct simulations to develop social and communication skills;
 - d. Develop financial literacy (including banking and budgeting skills);

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- e. Teaching financial literacy;
 - f. Budgeting (providing opportunity for students to attend Money Skills 101 workshops);
 - g. Banking (informing students of various accounts available);
 - h. Teach on how to communicate on the job;
 - i. Provide role-play experiences for working as a team;
 - a9. Develop communication and interpersonal skills;
 - aa. Develop job-seeking skills; and,
 - ab. Instruct students on understanding employer expectations for punctuality and performance, as well as other “soft” skills necessary for employment.
10. Provide the required pre-ETS activities for Workplace Readiness, in one-on-one, as follows:
- a. As appropriate, and in collaboration with district personnel:
 - i. Identify and learn how to use assistive technology in the workplace;
 - ii. Meet with a benefits counselor;
 - iii. Develop individual transportation plans and learn necessary mobility skills;
 - iv. Workplace professional manner;
 - v. Listening skills;
 - vi. Physical space awareness;
 - vii. Communication skills- especially how to handle certain situations;
 - viii. Connect student with a business mentor;
 - ix. Conduct mock interviews with students;
 - x. Help students with transportation (Tarc3/Driver Permit Test); and,
 - xi. Provide self-evaluation instruction/programs that include:
 - 1. Maintaining health relationships;
 - 2. Work and study habits;
 - 3. Planning and goals setting;
 - 4. Using community resources;
 - 5. Budgeting and paying bills; and,
 - 6. Computer literacy.
11. Provide the required pre-ETS activities for Self Advocacy, in groups, as follows:
- a. Conduct a panel presentation of recent graduates to share their experiences;
 - b. Select and deliver a disability disclosure curriculum;
 - c. Teach a class using “Whose Future is it Anyway” to teach self-determination skills;
 - d. Assist students in selecting a community need and create a plan to address it;
 - e. Teach students about and discuss rights and responsibilities;
 - f. Teach students how to request accommodations or services and supports; and,

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- g. Assist students in communicating their thoughts, concerns and needs to prepare them for peer monitoring opportunities with individuals working in their area(s) of interest.
12. Provide the required pre-ETS activities for Self Advocacy, in one-on-one, as follows:
- a. Teach independent skills;
 - b. Appearance;
 - c. Carrying money safely;
 - d. Provide students information on waiver programs;
 - e. Discuss with students how to identify their strengths and weaknesses;
 - f. Discuss with the students their rights and responsibilities;
 - g. Discuss with the student how their disability impacts them and identify strategies that may assist them at school, work and socially;
 - h. Use computer-assisted instruction to learn about IEP's and how to be an active participant;
 - i. Assist student to identify, document and explain needed accommodations;
 - a9. Assist student in developing goals and information to share at their IEP;
 - aa. Provide opportunities for students to participate in mentoring with individuals employed by or volunteering for employers, boards, associations, or organizations in integrated community settings; and,
 - ab. Provide opportunities for students to participate in youth leadership activities offered in educational or community settings.
13. Provide verification of student's disability (e.g., IEPs) and provide the required federal data elements and other required documentation to KY OVR. GLEC shall only be reimbursed for allowable pre-ETS activities for students with disabilities participating in pre-ETS services.
14. Limit group sizes to a maximum of twenty (20) students. Groups of students with disabilities should be kept small to ensure students have the support they need in order to participate in services. However, there may be occasions where it is appropriate groups larger than twenty (20) to participate in a Pre-ETS. GLEC shall seek written approval from OVR prior to conducting group activities with more than twenty (20) students. All such proposals must ensure that all grant costs are necessary reasonable, allocable, and allowable under state and federal law.
15. Formal proposals shall be received and approved in advance for groups larger than 20. All proposals shall ensure that all grant costs are necessary reasonable, allocable, and allowable under state and federal law.
16. Provide no more than 15 hours per quarter (no more than 60 hours per academic year) of Pre-ETS to student, this includes group and individual services which will be monitored by the Regional Pre-ETS Coordinators.

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17. Provide required, and completed, pre-ETS referral form to designated OVR staff.
18. Conduct pre- and post-tests with pre-ETS students.
19. Provide student results for the pre- and post-test to OVR.
20. Provide service session documentation to include:
 - a. Date that service occurred;
 - b. Amount of time spent in direct service to the student;
 - c. Which of the 5 required Pre-ETS were performed (job exploration counseling, work-based learning experiences, workplace readiness, instruction in self-advocacy, counseling on opportunities for enrollment in postsecondary education); and
 - d. A progress note and specify the activity performed within the required pre-employment transition service.
21. Operate program on a quarterly schedule:

Quarter 1 (Q1) = July 1 – September 30

Quarter 2 (Q2) = October 1 – December 31

Quarter 3 (Q3) = January 1 – March 31

Quarter 4 (Q4) = April 1 – June 30
22. Submit quarterly reports that:
 - a. Describe the successes you experienced during the report period;
 - b. Describe the challenges you experienced during the reporting period;
 - c. Discuss collaboration efforts;
 - d. Discuss progress on achieving goals; and
 - e. Report at least one testimony or notes from satisfied student/parent whom have received services from the program. (Note that the testimonies will be utilized in state and federal reports so please redact any identifying information.)
23. Provide required, and completed, student participation sheet with service session information and corresponding invoice to designated OVR staff by the 5th of each month.
24. Collaborate with OVR to develop corrective action plans to address any applicable issues that arise during the monitoring review.
25. Ensure the Pre-ETS Referral Form is completed. Parental/guardian consent must be obtained for any students under the age of majority. Contractor shall submit

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the completed form to OVR staff for approval and an authorization. OVR will notify GLEC with approval and student case number. OVR staff will also inform Contractor of any students deemed ineligible for services. Once electronic software is implemented, web portal will replace paper documents but information must be entered into the portal by the same deadlines.

OVR shall:

1. Provide funding to Contractor, based on an hourly rate as set forth in this Agreement, to provide all five pre-ETS services to students.
2. Review student referrals and determine applicant's eligibility for Vocational Rehabilitation and pre-ETS services, prior to the start of service sessions.
3. Review referral and service session information to ensure accuracy, as well as eligibility status of students.
4. Determine appropriateness of recommended pre-ETS for each student, prior to the start of service sessions.
5. Review claim vouchers and supporting documentation, prior to processing for payment, to ensure completeness of data, ensuring invoice is accurate and reflect services initially authorized for each student and matches service sessions listed.
6. Review in detail a sampling of total service sessions entered each month to ensure sessions are being recorded accurately and are attributed to the appropriate pre-ETS activity.
7. Provide written communication to Contractor regarding areas of improvement and corrective action requirements, as applicable.
8. Conduct on-site program and fiscal monitoring reviews at least annually to evaluate compliance and requirements, ensure adherence to requirements, as needed.
9. Collaborate with Contractor to develop corrective action plans to address any applicable issues that arise during the monitoring review.
10. Provide basic pre- and post-test designs, if applicable.
11. Provide notification to Contractor of any changes that may occur to the documentation and data process.

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III. Required Documentation

Once a student is identified as eligible or potentially eligible for VR services, and in need of receiving Pre-ETS, Contractor will ensure the Pre-ETS Referral Form is completed. Parental/guardian consent must be obtained for any students under the age of majority. Contractor must submit the completed form to OVR staff for approval and an authorization. OVR will notify Contractor with approval and student case number. OVR staff will also inform Contractor of any students deemed ineligible for services.

OVR will provide official notification to Contractor of any changes that may occur to the documentation and data process.

Information obtained must utilize the Pre-ETS Referral Form:

- # Intake date;
- # Name; (first, last, middle)
- # Date of Birth;
- # Previous VR applicant status, if applicable;
- # Social Security Number, if available, and if not, a unique identification number;
- # Mailing & residential address;
- # Phone number;
- # Parent or guardian name (specify if legal guardian);
- # Emergency contact information, if available;
- # Disability;
- # If student has an IEP or 504 Plan, a copy of that plan (or required signatures on Referral Form) ;
- # If student does not have an IEP or 504 Plan, provide some other documentation of disability;
- # Expected year of graduation/completion;
- # Gender;
- # Race; and,
- # Ethnicity.

When submitting documentation for the provision of Pre-ETS for a student, service session must be completed that identifies each individual and/or allowable group size services.

IV. Budget

GLEC shall invoice as indicated below for services provided, but not to exceed \$242,985.

# of Students	Hourly Rate	%	Total
1	\$72.00	100	\$72.00
2	\$38.88	54	\$77.76
3	\$29.52	41	\$88.56
4	\$23.76	33	\$95.04
5-10	Base Rate		\$110.00
11-20	Base Rate		\$150.00

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Proposal Required

V. Invoicing

The Contractor shall submit a monthly invoice. Invoices are due by the 5th of each month following the month in which services were provided or expenditures were made. If the 15th falls on a weekend or holiday, the invoice is due the following business day. Supporting financial documentation is required for all payment requests and shall be submitted with the invoice. Failure to submit invoices and documentation timely may result in delay or withholding of funds. Invoices and documentation shall be submitted to OVRInvoices@ky.gov.

If no reimbursement is required during a specific month, the Contractor shall send email notification to OVRInvoices@ky.gov stating no reimbursement is requested for said month.

Invoices shall contain the following elements legibly printed on the invoice:

1. Contractor name, address
2. References OVR
3. PON Number
4. Unique Invoice Number
5. Invoice Date
6. Description of goods or services provided to OVR
7. Invoice Amount
8. Invoice breakdown, per contract budget summary

NOTE: If discrepancies exist, corrective action may include discussion with Contractor to ensure all service sessions are appropriate and accurate. If discrepancies are unable to be reconciled, this will result in reduction or denial of claim voucher. Contractor will be required to submit a corrected claim within ten (10) calendar days. Specific issues will be documented in writing and provided to Contractor.

VI. Reporting

Contractor Contact:

Latricia Bronger

Greater Louisville Education Cooperative (GLEC) Director

Latricia.Bronger@jefferson.kyschools.us

502-485-3280 (Office)

502-553-9608 (Cell)

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OVR Contact:

Dorothy Jenkins

Vocational Rehabilitation Administrator

Dorothy.Jenkins@ky.gov

502-781-3441

VII. Additional Education and Workforce Cabinet Terms and Conditions

1. Modifications or Amendments

Proposed amendments, modifications, or revisions to this Agreement may be made at any time by either party but shall become valid and effective only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

2. Choice of Law and Forum Provisions

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this Agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

3. Pricing/Payments to Recipient

OVR shall, in accordance with the provisions of this Section, pay Contractor as set forth below:

- a. For performance of the services specified herein, OVR agrees to pay Contractor pursuant to the terms set forth in the Budget.
- b. The schedule of payment to the Contractor shall be on a monthly basis for expenditures actual services rendered and sent to for the total direct and indirect funds authorized for support of program work performance during the fiscal year or years set forth in this agreement

Invoices should be sent electronically to: OVRInvoices@ky.gov

- c. Payment: The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

i. Advance, Interim, and Final Payments

Any advance payment allowed under this Agreement shall comply with Commonwealth Fiscal Rules and be made in accordance with the provisions of this Agreement. Recipient shall initiate any payment request

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by submitting standard invoices to the Commonwealth. Payments shall be made on a reimbursement basis. Recipient may request payments monthly; however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment.

ii. Preliminary or Pre-Agreement Costs

Certain preliminary costs for services, incurred by Contractor prior to the execution of the award, may be reimbursable or included as part of allowable in-kind contributions. To be eligible, such costs shall be disclosed to the Commonwealth as preliminary and shall be subject to the cost principles set out in 2 CFR Part 200.

iii. Available Funds-Contingency-Termination

The Commonwealth is prohibited by law from making fiscal commitments beyond the term of the Commonwealth's current fiscal year. Therefore, Contractor's compensation is contingent upon the continuing availability of Commonwealth appropriations. If federal funds are used with this Agreement in whole or in part, the Commonwealth's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the Commonwealth's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Commonwealth or Federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Commonwealth may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein.

iv. Use of Funds

Pursuant to 2 CFR 200.420 to 200.475, funds shall be used only for eligible costs identified in the Budget.

4. Confidentiality

Personnel employed by OVR, and the Contractor, assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law. Any request or demand by a third party for OVR records and information in the possession of Contractor shall be immediately forwarded to the OVR's principal representative.

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All parties agree that any consumer information disclosed by OVR to the Contractor pursuant to this agreement is confidential pursuant to 34 CFR 361.38, and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any consumer information covered under this agreement to any party unauthorized by OVR to receive said information may result in immediate termination of this agreement any and all other relevant and applicable penalties and sanctions to the disclosing party.

a. Notification

Contractor shall notify its Agent, Employees, Subcontractors, and assigns who may be exposed to OVR records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

b. Use, Security and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way except as authorized by this Agreement or approved in writing by the Commonwealth. Contractor shall provide and maintain a secure environment that ensures confidentiality of all OVR records and other confidential information wherever located.

5. **Fiscal Controls**

The Contractor will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all funds disbursed to the Contractor by OVR. Those controls and procedures must be sufficient to permit preparation of reports required by laws authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable laws.

6. **Records**

a. Retention

The Contractor shall maintain all records for three (3) years after the Agreement ends and the final financial report is submitted or until all audit questions are resolved, whichever is later.

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b. Type of Records

The Contractor shall maintain records related to this agreement that fully disclose and document:

- i. The amount and disposition by the Contractor of all funds received by it from the Commonwealth;

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- ii. The total cost of the project or undertaking in connection with the project with which the funds are given or used;
- iii. The amount of that portion of cost of the project supplied by other sources;
- iv. All expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the award; and,
- v. How the Contractor has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of the award.

7. **Conflict of Interest**

- a. All employees or representatives of the Contractor shall comply with all applicable state and federal laws, regulations and policies regarding conflicts of interest. The Contractor shall immediately disclose to OVR any conflict of interest that it become aware of.
- b. The Contractor shall include the substance of this Section in all subcontracts.

8. **Audit**

- a. **The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.**
- b. **These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by OVR. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00am to 4:30pm, local time, Monday through Friday.**
- c. **The Contractor shall also provide OVR with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.**
- d. **If the Contractor is a non-profit organization, state, or local government as defined in OMB Circular A-133 (now 2 CFR §§ 200.64, 200.70 and 200.90), as revised, and in the event that the Contractor expends \$750,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in**

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accordance with the provisions of OMB Circular A-133 (now 2 CFR § 200.501).

- e. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- f. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Contractor shall be held liable for reimbursement to OVR of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after OVR has notified the Contractor of such noncompliance.
- g. If the Contractor is subject to Single Audit requirements, the Contractor shall have either all audits completed by an independent certified public accountant (IPA) who shall be a certified public accountant or a public accountant licensed under applicable Kentucky laws. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to OVR no later than seven (7) months from the end of the Contractor's fiscal year.

9. Subcontracting

The Contractor agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the Contractor agrees that all requirements of the Agreement shall also be applicable to Subcontractors and that the subcontractors shall be required to report to the Contractor in a manner that will meet the Contractor's reporting requirements to OVR. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if the Contractor rendered such performances rendered.

10. Erroneous Payments

At the Commonwealth's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Agreement or other grants or agreements between the Commonwealth and Contractor or by other appropriate

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methods and collected as a debt due to the Commonwealth. Such funds shall not be paid to any party other than the Commonwealth.

11. Debarment

The Contractor certifies by its signature on this Agreement that neither it nor its principals, agents, contractors and vendors are presently debarred, suspended or proposed for debarment, declared ineligible for federal benefits by any federal or state department or agency, or sentenced to a denial of federal benefits by a state or federal court, and is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (E.O.) 12549 and E.O. 12689.

12. Breach, Notice and Cure

In addition to any breaches specified in other sections of the Agreement, the failure of either party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. In the event of a breach, the aggrieved party shall give notice of such in writing to the other party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Commonwealth may exercise any of the remedies set forth in the Remedies section.

13. Remedies

If Contractor is in breach under any provision of this Agreement, the Commonwealth shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in the Breach, Notice and Cure section. The Commonwealth may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively, subject to the right of the Contractor to exercise any available appeal rights.

a. Termination for Cause and/or Breach

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the Commonwealth may notify Contractor of such nonperformance in accordance with the provisions herein. If Contractor thereafter fails to promptly cure such non-performance within the cure period, the Commonwealth, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the Commonwealth of this right shall not be deemed a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any.

b. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of

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such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Contractor shall complete and deliver to the Commonwealth all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the Commonwealth, Contractor shall assign to the Commonwealth all of Contractor's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Commonwealth has an interest. All materials owned by the Commonwealth in the possession of Contractor shall be immediately returned to the Commonwealth. All work product, at the option of the Commonwealth, shall be delivered by Contractor to the Commonwealth and shall become the Commonwealth's property.

c. Payments

The Commonwealth shall reimburse Contractor only for accepted performance up to the date of termination.

d. Remedies Not Involving Termination

The Commonwealth, as its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commonwealth without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the Commonwealth's directive and the Commonwealth shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Temporarily Withhold Payment

Payment will be made upon satisfactory delivery of services.

iii. Disallow or Deny Payment

Deny payment for those obligations not performed, or, that due to Contractor's actions or inactions, cannot be performed; provided, that any denial of payment shall be reasonably related to the value to the Commonwealth of the obligations not performed.

iv. Removal

Demand removal of any of Contractor's employees, agents, or subcontractors whom the Commonwealth deems incompetent, careless,

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insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest, not in the Commonwealth's best interest, or jeopardizes the Commonwealth's obligations to the United States Department of Education.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Contractor shall, at the Commonwealth's option:

- a. Obtain for the Commonwealth or Contractor the right to use such products and services;
- b. Replace any goods, services or other product involved with non-infringing products or modify them so that they become non-infringing; or,
- c. If neither of the foregoing alternatives are reasonably available, remove any infringing goods, services or products and refund the price paid therefore to the Commonwealth.

vi. Any Other Available Remedy

The Commonwealth shall take any other remedy that may be legally available to it.

14. **Assurances**

This Agreement involves the expenditure of federal funds. Therefore, the Contractor shall at all times during the execution of this Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are subject to the terms and conditions incorporated either directly or by reference in this Agreement. The Contractor shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Agreement. The federal laws and regulations include but are not limited to:

- a. Program Legislation/regulation;
- b. Education Department General Administrative Regulation (EDGAR), 34 CFR Parts 74-99;
- c. Rehabilitation Act of 1973, as amended, 29 USC 701 et seq.
- d. Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award;
- e. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors];

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- f. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000];
- g. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers];
- h. Standards, orders, or requirements 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 USDE and the Regional Office of the Environmental Protection Agency (EPA);
- i. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
- a9. Office of Management and Budget Circulars 2 CFR Part 200, 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122) and A-133, as applicable;
- aa. The Hatch Act (5 U.S.C. §§ 1501-1508) and Public Law 95-454, Section 4728. These statutes state that any person or organization involved in the administration of federally assisted programs cannot use federal funds for partisan political purposes of any kind;
- ab. The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. §§ 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. § 225 and 47 U.S.C. § 611;
- ac. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.);
- ad. Restrictions on Lobbying (1) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (2) 43 CFR 18; and;
- ae. Civil Rights Assurance. The undersigned is subject to 42 U.S.C. §§ 2000d, The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., and its implementing regulation 45 CFR Part 91, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and implementing regulation, 45 CFR Parts 80, 84 et seq.; Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Contractor on the basis of race, color, national origin, age, sex (in education activities) or disability.
- af. Protection of Human Subjects. To the extent applicable to it, the Contractor agrees to comply with the requirements set out in 34 CFR Part 97 relating to research that involves human subjects.
- ag. Drug and Alcohol Abuse Prevention Program. The Contractor agrees to comply with the requirements set out in 34 CFR Part 86, requiring

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institutions of higher education that receive federal assistance to certify that it has adopted and implemented a drug abuse prevention program.

15. Assignment and Subgrants

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of the Commonwealth. Any attempt at assignment, transfer, sub-granting without such consent shall be void. All assignments, sub-grants, or Subcontractors approved by Contractor or the Commonwealth are subject to all of the provisions of this Agreement. Contractor shall be solely responsible for all aspects of sub-granting arrangements and performance.

16. Binding Effect

Except as otherwise provided, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

17. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

18. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

19. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

20. Indemnification-General

To the extent permitted by Kentucky law, the Contractor agrees to hold OVR harmless and to indemnify OVR from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Contractor or its subcontractors, if any, pursuant to this Agreement.

21. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable

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and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

22. Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Commonwealth if Contractor fails to perform or comply as required.

23. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

24. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

25. Representations and Certifications

Contractor makes the following specific representations and certifications, the Commonwealth in entering into this agreement relied on each of which:

a. Standard and Manner of Performance

Contractor shall use its best efforts to perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the field, industry, trades or profession and in the sequence and manner set forth in this Agreement.

b. Licenses, Permits, Etc.

Contractor represents and certifies that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Contractor certifies that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the Commonwealth or other adjustment in Agreement Funds. Additionally, all employees and agents of Contractor performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other

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foreign entity transacting business in the Commonwealth of Kentucky, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the Commonwealth of Kentucky and has designated a registered agent in Kentucky to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Agreement shall be deemed to be a material breach by Contractor and constitute grounds for termination of this Agreement.

26. Reporting Requirements

The Contractor shall comply with the following reporting requirements:

a. Performance and Progress

Contractor shall file quarterly progress reports with the Commonwealth detailing the status of the project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Contractor receives the notice to proceed, and every three (3) months thereafter until the Commonwealth performs final approval of the completed project. The quarterly reports shall reflect the Contractor's progress in meetings its stated goals and objectives. After the project is completed, Contractor shall file an annual report with the Commonwealth. The Commonwealth may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the Commonwealth would still be able to meet its performance reporting obligations to the Federal agency.

b. Expenditure Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor entity, which reads as follows: "I certify that all expenses reported (or payments requested) are for appropriate purposes and in accordance with the Agreement set forth in the application and award documents."

c. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the Commonwealth of such action and deliver copies of such pleadings to the Commonwealth's principal representative as identified herein. If the Commonwealth's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OVR.

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d. **Noncompliance**

Contractor's failure to provide reports and notify the Commonwealth in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination as provided under this Agreement.

27. **Approvals**

a. **Signatory Authority**

The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this Agreement, to receive funds pursuant to and authorized by this Agreement and to perform the services the Contractor has obligated itself to perform pursuant to this Agreement.

b. **Authorized Representative**

The person or persons signing and executing this Agreement on the Contractor's behalf do warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this Agreement on the Contractor's behalf and to validly and legally bind the Contractor to all contractual terms, performances and provisions. If requested, the Contractor will provide OVR with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

28. **Certification of No Criminal Activity**

The Contractor certifies that it and its principals have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, or gratuity violations potentially affecting the award of federal grant funds. The Contractor further certifies that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification. The Contractor certifies that it will disclose to OVR in a timely manner in writing all offenses enumerated in this certification.

29. **Miscellaneous**

Each party shall bear its own attorneys' fees and costs that may arise out of the enforcement of this contract.

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MOA/PSC Exception Standard Terms and Conditions
Revised December 2019

Whereas, the first party, the state agency, 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 **Whereas**, the second party, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract 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 submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 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.

5.00 Cancellation:

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 other party by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract 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 contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

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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.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

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

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

Registration with the Secretary of State by a Foreign Entity:

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

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

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

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

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

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. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

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.

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12.00 Purchasing and specifications:**This section does not apply to governmental or quasi-governmental entities.**

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

13.00 Conflict-of-interest laws and principles:**This section does not apply to governmental or quasi-governmental entities.**

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

14.00 Campaign finance:**This section does not apply to governmental or quasi-governmental entities.**

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

15.00 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).

16.00 Social security: (check one)**This section does not apply to governmental or quasi-governmental entities.**

_____ 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 second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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

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To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract 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 contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

This section applies only to contracts 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 contract, 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.

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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/her 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 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 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 that 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.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Latricia Bronger

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:
Dondra Meredith

6/4/2021

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EWDC Attorney

Date