



Commonwealth of Kentucky

CONTRACT

CONTRACT INFORMATION

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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$85,151,400.00	7/1/2022	6/30/2024	\$85,151,400.00

FRYSC Funds

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.

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- 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-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-CHFS General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

1.05-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.
9. "GEER II" means Governor's Emergency Education Relief Fund II.

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

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

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- 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;

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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 statutes 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.

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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.

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6. Where GEER II funds have been included as funding specific to a District, the District shall follow the traditional components that must be met by Family Resource and Youth Services Centers limited specifically to Child Care, Early Childhood and Family and Mental Health Counseling related activities.

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 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;
7. Impact Reports submitted to DFRYSC on 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. Donated or raised funds that are provided to a specific center should be accounted for in the district MUNIS system separately from donation or raised funds provided to other district FRYSCs.

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

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Invoices for payment shall be submitted to Division of FRYSC or electronically to CHFS.FRYSCMUNISRPT@ky.gov quarterly. Invoices must be submitted no later than ninety (90) 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. PON3 number that invoice(s) are using for funding.
3. Clearly list dates of service (from and to).

Example

Quarterly Invoice: Dates of Service from: July 1, 2022 to: Sept 30, 2022

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 2022.
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

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-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

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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.

4.00.08-Payment

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

4.00.09-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.

4.00.10-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.

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,

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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 Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor'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 Board of Claims 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 defense each Party must inform the other in writing, with confirmation of

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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-CHFS 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)

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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

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.

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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

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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 Finance Terms Section 5.00 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

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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

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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 CHFS Policy for Responding to Allegations of Scientific Misconduct, 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

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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.

5.00.04-Equipment

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

Equipment and property reimbursed by CHFS for the purposes of fulfilling the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies with any single item purchase of \$5,000.00 or greater (capital expenditures), requires prior approval by

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subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.01-Subrecipient Provisions

This Contract has been identified as a sub-recipient agreement. The Contractor (subrecipient) and all lower tier sub-recipients shall comply with the provisions of 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations, in their entirety.

Federal agency implementing regulations for the Uniform Guidance are located as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 802, Department of Veterans Affairs

2 CFR Part 910, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2205, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

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The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as stipulated by 2 CFR, Part 200, Subpart F requirements.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their sub-recipients of federal monies received through this Agreement and provide their sub-recipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, sub-recipient's expenditures and related contract number in addition to all other information as required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to The Contractor's fiscal year end, unless CHFS grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

5.01.03-Response/Compliance with Audit Findings

The Contractor shall take action to ensure its or a sub-recipient's or 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 Agreement. This action will include the Contractor's delivery to CHFS, for CHFS approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspections(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 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 Agreement; or
3. Necessary due to the Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on the Contractor.

5.01.04-Reporting Requirements

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual identified on page 1 of the Contract. If not required to submit audit reports through

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- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and
- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.01.07-Additional Information Required Under 2 CFR §200.331(a)(1)

Upon request, the Department will make available any additional information required under 2 CFR §200.331(a)(1), Federal Award Identification.

(Rev. 05/06/20)

Endnotes

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**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 other party by registered or certified mail.

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

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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,

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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.