



## The Greater Louisville Workforce Development Board, Inc.

**Contract No:** 600-300-23

**Program:** TANF

**Funding Source:** Cabinet for Health and Family Services Department for Community Based Services

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

**THIS AGREEMENT**, made and entered into as of this July 20<sup>th</sup> day of July 2022, by and between The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 ("the Board"), as the Administrative Entity for the Greater Louisville Workforce Development Area and the Board of Education of Jefferson County Board Kentucky, 3332 Newburg Road, Louisville, Kentucky, 40218 ("the Service Provider").

### WITNESSETH:

WHEREAS the Board has received Federal Grants through the Kentucky Cabinet for Health and Family Services via the Department for Community Based Services (DCBS), which provide for expenditures to be made for various activities authorized by Temporary Assistance for Needy Families ("TANF") legislation, and

WHEREAS the Board is responsible to Kentucky Cabinet for Health and Family Services via the Department for Community Based Services for the expenditure of funds and program operations in compliance with provisions of TANF and its implementing regulations, directives, and guidelines for the expenditure of funds and program operations;

WHEREAS the Board desires to have a range of training and employment activities and services for eligible customers under TANF / K-TAP, KWP and/or other grants;

WHEREAS the Service Provider is a party capable of providing certain education, employment, training, placement activities and services for The Greater Louisville Workforce Development Board; and

WHEREAS the Board, in accordance with its Policies and Procedures, has selected the Service Provider to provide education services identified for recipients of TANF / K-TAP funding specified in the Program Narrative incorporated herein, during July 20, 2022 to June 30, 2023.

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

#### 1. Scope of Agreement

The Service Provider shall, using TANF funds, provide K-TAP recipients with a TABE assessment and scoring as part of their orientation process in Jefferson County, Kentucky under the following terms and conditions:

### **1.1 Services**

Service Provider shall provide services as specified in the Program Narrative attached and incorporated herein.

### **1.2 Duration of Contract**

This contract shall begin the 20<sup>th</sup> day of July, 2022 and continue until the 30<sup>th</sup> day of June, 2023.

However, in the event that, during the term of this Agreement, the Kentucky Cabinet for Health and Family Services/Department for Community Based Services or any relevant State or Federal agency fails to appropriate funds for the payment of the Board's obligations under this Agreement, the Board's rights and obligations under this Agreement shall terminate on the last day for which an appropriation has been made.

## **2. Compliance with Regulations**

The Service Provider shall comply with the applicable requirements of TANF, its implementing regulations, and the applicable requirements of any and all legislation and implementing regulations pertaining to programs or activities that receive Federal funding.

### **2.1 Specific Federal and State Regulations**

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

- 2.1.1 Executive Order 11246 of September 24, 1965, titled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 2.1.2 The Americans with Disabilities Act of 1990, as amended (Public Law 101-336; 42 U.S.C. §12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.
- 2.1.3 The Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 2.1.4 The Davis-Bacon "Wages and Hours" Act (40 U.S.C. §3141 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 6).
- 2.1.5 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

- 2.1.6 All applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), and specifically Section 306 of the Clean Air Act (42 U.S.C. §7401 et seq.), section 508 of the Clean Water Act, as amended (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.1.7 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act, as amended (P.L. 94-163, 89 Stat. 871, 42 U.S.C. §6201 et seq.).
- 2.1.8 Executive Order 12549 of February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Service Provider's signed certification is incorporated by reference hereto.
- 2.1.9 Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. §1352 (OMB 0348-0046). The Service Provider's signed certification is incorporated by reference hereto.
- 2.1.10 KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Service Provider's signed certification is incorporated by reference hereto.
- 2.1.11 Certification for a Drug Free Workplace.
- 2.1.12 The Service Provider shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Service Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA) (Section 188), 29 U.S.C. §3101 et seq., including the Nontraditional Employment for Women Act of 1991 (29 U.S.C. 1737); Equal Pay Act of 1963, as amended (29 U.S.C. §206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e et seq.); section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. §794); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §621); Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. §4212); paragraphs (1) through (7) of Section 202 of Executive Order No. 11246; and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

- 2.1.13 Service Provider agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. §651 et. seq.*, as amended, and KRS Chapter 338. Service Provider also agrees to notify the Board and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Service Provider performs work under this Agreement. Service Provider agrees to the extent permitted by law to indemnify, defend and hold the Board and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.1.14 Service Provider agrees to comply with the requirements of 2 CFR 200, 2 CFR 2900.
- 2.1.15 Service Provider agrees to comply with the requirements of the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq., as applicable.
- 2.1.16 Service Provider agrees to comply with the requirements of TANF and also agrees to comply with all federal and state policies, advisories, guidelines, procedures and directives pertaining to or affecting TANF programs. Related documents and materials incorporated by reference include: U.S.C. 601 to 619: Block Grants to States for Temporary Assistance for Needy Families (see: <http://www.gpo.gov/fdsys/>); 921 KAR Chapter 2: Cabinet for Health and Family Services Department for Community Based Services Family Support (See: <https://apps.legislature.ky.gov/law/kar/TITLE921.HTM>); and KTAP and KWP Operation Manuals (See: <https://chfs.ky.gov/agencies/dcbs/dfs/Pages/default.aspx>).

## **2.2 Assurances by Service Provider concerning employment**

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

- 2.2.1 Displacement of any currently employed Service Provider staff, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- 2.2.2 Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;
- 2.2.3 Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so

created by hiring an individual whose wages are subsidized with WIOA and/or other grant funds;

2.2.4 Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or

2.2.5 Duplication of services or activities that would have been performed by the Service Provider in the absence of this funding.

### **2.3 Conflicts of Interest**

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

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

Pursuant to KRS 45A.455:

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

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

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

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

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

pertaining to any contract or subcontract and any solicitation or proposal therefor.

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

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

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

## **2.4 Debarment**

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

## **2.5 Lobbying**

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

## **2.6 Patents and Copyrights**

Unless otherwise provided in the Program Narrative or Budget of this Agreement, pursuant to requirements of 37 CFR Part 401, the Service Provider assigns to the Board any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Program Narrative section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Board may in turn assign any such rights to the Kentucky Department of Workforce Investment, or to the United States Department of Labor (DOL), if so required.

## **2.7 Funding sources**

The Service Provider will comply with the requirements set forth in any Kentucky Cabinet for Health and Family Services/Department for Community Based Services contract executed with the Board, and with all procedures established by the Kentucky Cabinet for Health and Family Services via the Department for Community Based Services. The Service Provider will clearly identify the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services and/or other appropriate funding sources as required by the Board. The Service Provider will submit any materials used for promotion of or recruitment for the program activities described here to the Board and the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services for review and approval.

## **2.8 Cost Principles**

The Service Provider shall conform to the cost principles as set forth in 200 KAR 2:006; 200 KAR 5:317; 45 C.F.R. Parts 74, 92, 96; 48 C.F.R. 31 and Contract Cost Principles and Procedures, Office of Management and Budget Circular A-122, Cost Principles for Non Profit Organizations (as revised) and OMB Circular A-110, Uniform Administrative Requirements for Grants and Contracts with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations unless excluded by Federal laws or regulations, as applicable.

## **2.9 Nepotism**

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

## **2.10 Program Specifics**

The Service Provider will perform the functions described with particularity in the Program Narrative of this Agreement, and will abide by the conditions established for payment in the Budget of this Agreement. The Service Provider shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Board, but in no case shall such consent relieve the Service Provider of its obligations under the Agreement.

# **3. Reporting Requirements**

## **3.1 Management Reports**

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

## **3.2 Confidential Information**



The Service Provider agrees to maintain as confidential any applicant or participant information acquired or provided by the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services consistent with State and Federal requirements of 5 U.S.C. 522a, 45 C.F.R. 601-619, KRS 205.175, and KRS 205.177, and will use the information solely for the purposes of providing services specified in this Agreement and will not release the information without the informed written consent of the applicant or participant.

### **3.3 HIPAA Confidentiality Compliance**

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

### **3.4 Maintenance of Documents**

- 3.4.1 The Service Provider agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Board, Kentucky Cabinet for Health and Family Services/The Department for Community Based Services to ensure a proper accounting for all funds.
- 3.4.2 The Board, pursuant to applicable law, including KRS 61.870 *et seq.*, specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Service Provider which are pertinent to this Agreement.
- 3.4.3 The Service Provider agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the Board or its designees, the Louisville/Jefferson County Metro Government, the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services, the United States Department of Labor, or the Comptroller General of the United States, at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Service Provider's personnel for interviews and discussions related to pertinent records.
- 3.4.4 The Service Provider agrees that the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services and /or the Federal grantor agency, the Comptroller General of the United States and / or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized



representatives or agents including independent auditors, shall have access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. The Service Provider agrees to permit staff of the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services, persons acting for the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services, and or staff designated by appropriate federal agencies, to monitor and evaluate services, supports, or activities being performed under the provisions of this contract. The Service Provider also agrees to submit all records and documentation of such in a format proscribed by the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services in regard to contracted services when requested for monitoring purposes. The Service Provider shall receive no additional remuneration for participation in the monitoring process. The Service Provider agrees that the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services, 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 evidence, that are directly pertinent to this contract for the purpose of financial audit, contract monitoring or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Service Provider, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission that are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a State government agency was providing this service.

- 3.4.5 The Service Provider will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of five (5) years. The retention period will begin on the date the final expenditure report by the Service Provider for this Agreement is received by the Board. If, prior to the expiration of the 5-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Service Provider will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Service Provider may substitute electronic copies in lieu of original records only after audit.
- 3.4.6 The records to be maintained and retained by the Service Provider shall include but not be limited to: (A) payroll records accounting for total time distribution of Service Provider's employees working full or part time on the work (to permit

tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (B) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Service Provider's stores stock or capital items; and (C) paid invoices and cancelled checks for materials purchased and for subcontractors Providers' and any other third parties' charges.

### **3.5 Accountability**

- 3.5.1 The Service Provider agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Board.
- 3.5.2 The Service Provider agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Board will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget.
- 3.5.3 The Service Provider agrees to be accountable to the Board and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Service Provider agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants enrolled in or served by TANF, and that any such funds used for training and/or services of individuals not enrolled in or served by TANF will be disallowed by the Board. Eligibility determination for TANF enrollment is the responsibility of the Service Provider, therefore funds used for training and/or services of individuals who are enrolled in TANF but are later determined to be ineligible for services will also be disallowed by the Board. The Service Provider agrees to indemnify, hold harmless and defend the Board from all claims, damages, losses and expenses, including attorney's fees, arising from any costs and/or payments that are disallowed under this Agreement.

### **3.6 Close Out Report**

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

If the Service Provider is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Service Provider in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement. Program Income cannot be earned during this contract agreement or with the use of TANF funds.

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

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

### **3.6 Audits**

The Service Provider will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Board. Unless an extension of time is expressly granted, the Response will be submitted to the Board within thirty (30) consecutive calendar days from the date of the Service Provider's notification of the Findings and Recommendations of the Audit. The Service Provider may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. The Board will consider the Service Provider's response and any additional information provided by the Service Provider when determining whether or not specific expenditures should be allowed.

## **4. Non-expendable property**

The Service Provider agrees to follow norms set by the Kentucky Cabinet for Health and Family Services/Department for Community Based Services and the Board for purchase of any non-expendable property with WIOA funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Board, at the Service Provider's own cost, any non-expendable property, whenever said property is no longer being utilized for TANF purposes, or whenever a contract or relationship between the Board and the Service Provider ceases to exist. The Service Provider will return said property, if any, to the location specified by the Board.

## **5. Ownership of property**

Service Provider hereby acknowledges that the Board provides equipment and/or assets for the Service Provider to use in its execution of the terms of this Agreement. That equipment shall remain the property of the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services. Service Provider further agrees to procure insurance on said

equipment. Should this insurance fail to cover loss or damage to the items for any reason, the Service Provider agrees to reimburse the Kentucky Cabinet for Health and Family Services/The Department for Community Based Services the replacement cost of said item within 30 days of the loss.

## **6. Liability of Board**

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

## **7. Hold Harmless and Indemnification**

To the extent permitted by law, the Service Provider shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and the Board, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Service Provider's (or Service Provider's SubService Providers, if any) performance or breach of the Agreement provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government, the Board, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. The Service Provider shall promptly notify the Board of any action brought against the Service Provider resulting from or related to this Agreement.

## **8. Insurance**

### **8.1 General Requirements**

Prior to commencing work, Service Provider shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Service Provider shall not commence work under this Agreement until all insurance required under the Agreement has been obtained and until certificates thereof are submitted to and approved

by the Board who may request review by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Service Provider shall not allow any SubService Provider to commence work until the insurance required of such SubService Provider has been obtained and copies of Certificates of Insurance retained by Service Provider evidencing proof of coverage.*

## **8.2 Proof of Insurance**

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

## **8.3 Additional insured clause**

The following clause shall be added to the Service Provider's (and approved SubService Providers) Commercial/Comprehensive General Liability Policies:

"Louisville/Jefferson County Metro Government, the Greater Louisville Workforce Development Board, Inc. d/b/a KentuckianaWorks, their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to Contract #600-300-23.

## **8.4 Insurance Types and Limits**

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

3.4.7 8.4.1 **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, and Products/Completed Operations, including, including:

1. Premises - Operations Coverage
2. Products and Completed Operations
3. Contractual Liability
4. Broad Form Property Damage
5. Personal Injury

3.4.8 8.4.2 **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

8.4.3 **COMMERCIAL PROPERTY INSURANCE** – If the Service Provider has care, custody, and control of personal property owned by Louisville/Jefferson County Metro

Government or the Board, then the Service Provider shall secure insurance for that property. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured. The interest of the Louisville/Jefferson County Metro Government and the Board shall be named as Loss Payee

#### **8.5 Acceptability of Insurers**

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

#### **8.6 Miscellaneous**

The Service Provider shall procure and maintain insurance policies as described herein and for which the Board shall be furnished Certificates of Insurance upon the execution of the Agreement. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Agreement, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government prior to the expiration of any policy(s).

Upon execution of the Agreement, Certificates of Insurance as required above shall be furnished to:

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

AND

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

Louisville/Jefferson County Metro Government  
Risk Management Division  
611 West Jefferson Street  
Louisville, KY 40202

Cancellation or Material Change of Coverage: Service Provider shall notify Louisville/Jefferson County Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Service Provider shall notify Louisville/Jefferson County Metro Government's Risk Management Division within two (2) business days. If Service Provider fails to notify Metro as required by this Agreement, Service Provider agrees that such

failure shall be a breach of this Agreement. The Louisville/Jefferson County Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation in accordance with policy provisions. When requested by the Louisville/Jefferson County Metro Government, a copy of the policy endorsement shall be provided to Louisville/Jefferson County Metro Government's Risk Management Division.

Approval of the insurance by the Louisville/Jefferson County Metro Government and the Board shall not in any way relieve or decrease the liability of the Service Provider hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and the Board does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Service Provider.

## **9. Payment**

### **9.1 Amount of Compensation**

The Board agrees to compensate the Service Provider, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Service Provider shall not exceed the sum of **\$10,000** for delivery of TANF Program services, as specified in the Program Narrative and Budget, more fully described below.

### **9.2 Under-expenditures**

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

### **9.3 Withholding payment**

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

### **9.4 Supplemental Funds**

It is understood that the Service Provider may supplement funds for reimbursement without expectations of reimbursement from the Board and this shall not constitute an audit exception.

### **9.5 Pro rate billings**

Service Provider, to the extent that it provides the same or related services to other parties, agrees to pro-rate its billings and out-of-pocket expenses to the Board which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Board pay bills or expenses which are



considered to be double billing (i.e. billing two different parties for the same work or expense).

#### **9.6 Reporting of income**

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

### **10. Independent Audit**

#### **10.1 Non-profit Entity**

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

#### **10.2 Payments under \$750,000**

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

#### **10.3 Review of Audit**

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

#### **10.4 For-profit Entity**

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

### **11. Modifications to Agreement**

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

### **12. Corrective Action**

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

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

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

Failure to correct items identified through the corrective action plan process could result in a decision to rebid the contract at the end of the fiscal year or in cancellation of the agreement, per section 13 of this Agreement.

### **13. Cancellation of Agreement**

#### **13.1 Without cause**

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

#### **13.2 For cause**

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

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

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

### **13.3 Force Majeure**

The performance of this Agreement may be delayed and/or suspended by any act of God, war, civil disorder, employment strike, hazardous or harmful condition, any alleged criminal or reckless acts, or other cause beyond the control of either Party (Force Majeure Event). Neither Party shall be held liable for any default, damages and/or breach of agreement should the performance of this Agreement be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Agreement is delayed and/or suspended due to Force Majeure Event, performance may only resume upon the mutual assent that the Force Majeure Event has subsided and all Parties are safe to resume performance of their respective duties under the Agreement, and the term of this Agreement may, through the sole determination of the Board, be extended by the period of time performance was suspended by the Force Majeure Event.

### **14. Legal costs**

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

### **15. Governing Law**

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

### **16. No Assignment**

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

**17. Employer/Employee Relationship**

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

**18. Authority**

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

**19. Entire Agreement**

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

**20. Successors**

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

**21. Severability**

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

**22. Counterparts**

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

**23. Calculation of Time**

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

**24. Captions**

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

**25. Notices**

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

**26. Incorporation of Documents**

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

## PROGRAM NARRATIVE

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

Board of Education of Jefferson County Kentucky  
Adult and Continuing Education Unit  
546 South First Street  
Louisville, KY 40203  
July 20, 2022– June 30, 2023

## **OVERVIEW**

KentuckianaWorks serves as the Workforce Development Board for the Louisville region, which includes Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, and Trimble counties. KentuckianaWorks programs help job seekers find jobs, education and training and connects employers with skilled, qualified workers.

One of the Board's primary functions is being the local decision-making authority for administering Federal Workforce Innovation and Opportunity Act funds as mandated in the Workforce Innovation and Opportunity Act (hereafter referred to as "WIOA"). This includes operating a regional network of Kentucky Career Centers that provides high-quality workforce services with an emphasis on career pathways within in-demand sectors informed by labor market intelligence. Service delivery is coordinated among a broad array of partners to help job seekers access the tools they need to manage their careers and to help employers find skilled workers.

### Diversity, Equity, and Inclusion

KentuckianaWorks believes a racially equitable workforce is one where race, ethnicity, and immigration status no longer influence one's workforce development outcomes or need for services. We strive for workforce outcomes that set everyone up for the wages, access, and schedule they need to thrive, no matter where they live in Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, and Trimble counties.

Historical inequitable access to jobs and inequitable workforce development policy has created disparities in the working world such as occupational segregation and income gaps strongly correlated to race. KentuckianaWorks commits to advancing more equitable workforce outcomes, since work plays a major role in accessing economic justice. Service providers are well positioned to reduce disparities in workforce outcomes and KentuckianaWorks encourages innovation in this space.

### Guiding Principles

While KentuckianaWorks' [vision and mission](#) describe the "what, who and why" of the public

workforce system, the below guiding principles outline the spirit of the “how.”

- **Service Provider Interaction:** Partner organizations actively and regularly participate in the exchange of subject matter expertise with one another
- **Racial Equity:** Partner organizations monitor racial disparities in workforce outcomes. Providers implement remedies that are informed by workforce data disaggregated by race and that are designed with a focus on deficient systems, not individuals.
- **Differentiated Customer Service:** Partner organizations identify different customer groups (most service providers will have at least two customer groups: job seekers and employers), discover customer needs, and develop an asset-based service delivery model for each customer group.
- **Coaching Orientation:** Service providers maintain supportive, trauma-informed environments for customers and colleagues.
- **National inspiration, local relevance:** Partner organizations source potential solutions for workforce service delivery challenges from projects around the nation and adjust for place-based differences when implementing solutions in the Louisville region.

### **SCOPE OF PROGRAM**

Through a Memorandum of Agreement with the Cabinet for Health and Family Services (CHFS), KentuckianaWorks is contracted to provide employment opportunities for Kentucky Transitional Assistance Program (K-TAP) recipients by assisting Kentucky Works Program (KWP) participants in the development of or upgrade of skills necessary to obtain and retain employment and to operate a K-TAP Wage Subsidy Program to encourage employers to hire K-TAP recipients or provide recipients with either potential employment and/or on the job work experience. The program is operated in partnership with Goodwill as the Power of Work Program (POW). The POW program will refer program participants to JCPS Adult Education for the administration of TABE and CASAS assessments and scoring.

The funding provided through this agreement is: Temporary Assistance for Needy Families (TANF)

The target population: TANF eligible participants, referred to as K-TAP participants in Kentucky.

The scope of this contract includes: TABE and CASAS assessment and scoring for K-TAP participants referred by the POW program.

### **Service Expectations**

- Provide access of services to all K-TAP participants regardless of barriers.
- Provide, or coordinate with the Power of Work program to provide, interpreting services according to section 601 Title VI of the Civil Rights Act of 1964 - No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



- Make services available in-person and remotely.
- Engage in continuous program improvement and quality assurance.

### Services

- Serve only TANF Recipients referred by the POW Program.
- Provide TABE and CASAS assessments and scoring for Power of Work K-TAP participants.
- Coordinate with the Power of Work to develop and implement plans to best provide services for POW program participants.

### Service locations

Below are the locations and hours of operation. As the economy is moving out of the COVID-19 pandemic, changes may affect the hours of operations and service delivery. Changes may include virtual service delivery in addition to the in-person services hours listed below. The schedule must be developed in partnership with KentuckianaWorks and the Power of Work program.

Locations	Hours of Operation	Hours per Week
Power of Work Kentucky Career Center 600 W Cedar St Louisville, KY 40202	As arranged by the partners	12

### Staffing

- Ensure the following staffing requirements of the CHFS are adhered to:
  - 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.
- Provide staffing for flexible scheduling, as needed.
- Staff may not transport participants.

### Communications Expectations

#### General

- Maintain regular communication with assigned KentuckianaWorks Program Director.
- Participate in periodic meetings to ensure proper communication and resolution of issues.

- Communicate all programmatic and customer issues to KentuckianaWorks Program Director within 24 hours. Report all safety emergencies as soon as possible.
- All electronic or paper records are subject to the Open Records Act and Freedom of Information Act.

#### Collaboration with KentuckianaWorks Communications Department

- Work with KentuckianaWorks on all print materials intended for program use and public distribution; materials must be approved by KentuckianaWorks and the CHFS before being printed or distributed.
- Adhere to the program brand standards (i.e. proper use of logo, funding language, etc.) as advised by KentuckianaWorks.
- Ensure that any program participant being highlighted in marketing materials or media opportunities has signed the photo/media release provided by KentuckianaWorks.
- Report any incidents of illegal or otherwise inappropriate behavior that may draw media interest to KentuckianaWorks immediately.
- Forward all incoming media inquiries to KentuckianaWorks. Service providers will not reach out to media, schedule media events, or engage with media as representatives of the program without prior approval from KentuckianaWorks.

#### **Monitoring**

##### Compliance

Service providers are responsible for compliance with all rules and regulations referenced in this contract. All service provider staff are required to follow KentuckianaWorks, local, state, federal and other funder policies that govern their program. KentuckianaWorks reserves the right to modify, add to or rescind its policies. In areas where KentuckianaWorks has policy discretion, service providers may apply for an exception request consistent with program goals and requirements.

KentuckianaWorks is available to provide technical assistance and training. If the service provider needs assistance understanding policies, rules or regulations of the program, the Service Provider Program director shall make a request to their KentuckianaWorks Program director in writing detailing the need for assistance.

KentuckianaWorks maintains its policies in a [KentuckianaWorks Workforce System Google Drive](#). The [Policy and Guidance folder](#) within the drive also highlights policies from other entities that govern or provide oversight to programs. All staff working on this contract should have access to the drive. Direct access requests to the KentuckianaWorks Program Director.

##### Monitoring

- Board of Education of Jefferson County, Kentucky will internally monitor services to ensure compliance with the Cabinet for Health and Family Services, KentuckianaWorks, timeliness and that performance objectives, service delivery expectations and program outcomes are met.

- KentuckianaWorks shall conduct on-going monitoring on a quarterly basis in order to assess the progress of all program functions.
- Participate fully in state monitoring as requested and provide all information and materials within the timeframe required. The Service Provider shall respond to all findings within thirty (30) days. If the Service Provider does not respond to findings, a corrective action plan from the Service Provider shall be submitted.
- Findings from KentuckianaWorks and state monitoring reviews will be submitted to the Service Provider by KentuckianaWorks as appropriate. The Service Provider shall respond to all findings within the time frame indicated in the report of the review. If a corrective action plan is required, the Service Provider will respond within the time frame indicated in the corrective action plan.
- Internally monitor program activities. Internal monitoring reports must be available to KentuckianaWorks to review, as requested.

### **Reporting Requirements**

The Service provider is expected to track and report activities to the KentuckianaWorks Program Director on a monthly using a report template agreed upon KentuckianaWorks. Monthly invoices will be sent to the designated fiscal contact using an invoice fiscal provides.

- Monthly contract reports are due on the first Friday of each month.
- Reports shall include but not be limited to:
  - Number of participants who received a TABE assessment.
  - Number of participants who received a CASAS assessment
  - Number of participants referrals received for Adult Education services
  - Number of participants enrolled in Adult Education
  - Number of upgrades earned by participants enrolled in Adult Education
  - Number of participants who earn a GED through Adult Education
- Monthly contract invoices are due on the 10<sup>th</sup> of the following month.

### **Performance**

- a. Provide K-TAP participants with TABE assessment and scoring.
- b. Provide K-TAP participants with CASAS assessment and scoring.

### **Budget**

#### **Budget Provisions**

- This is a cost reimbursement contract. The invoices submitted shall not exceed the contract budget of **\$10,000**. June is the final billing month of the program year. No expenses from the program year may be invoiced after submission of the June invoice (July, 10, 2023).
- Line item flexibility within the approved budget is allowed to up to 10% except for line items without prior written approval.
- The Service Provider's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Board, at the address given on page 1 of this contract within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Service Provider must

request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.

- Since the Service Provider, **Jefferson County Public Schools Adult and Continuing Education** represents that it is:

- a. ☒ (X) a public entity  
☐ ( ) a private non-profit entity,  
☐ ( ) an institution of higher education  
☐ ( ) a for-profit entity other than an institution of higher education,

such Service Provider

☒ (X) is

☐ ( ) is not

subject to the Single Audit requirements referenced in Section 11, of this Agreement.

Furthermore, since the Service Provider represents that it is:

- b. ☒ (X) a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees  
☐ ( ) a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,  
☐ ( ) a private non-profit entity,  
☐ ( ) a for-profit entity,

such Service Provider

☒ (X) is

☐ ( ) is not

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

#### Budget Line Item Definitions/Requirements

- **Personnel (Salaries)** – This line item is used to cover specific costs associated with positions needed to perform requested services. Positions must be clearly defined and specify job functions and responsibilities as they relate to this contract.
- **Personnel (Fringes)** – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Service Provider's written personnel policy for all employees.
- **Travel** – This line item is used to cover the costs of travel to meeting and activities. Meetings are required to be relevant to contract and to the benefit of the clients being served. Mileage reimbursement is to be in accordance with the CHFS established mileage policy. Parking expenses incurred will also be reimbursed under this line item. Mileage is to be billed at the state of Kentucky rate. The amount is subject to change on a quarterly basis. Rate shall be checked quarterly to ensure proper billing. The rate is posted here:

<http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>

Service Provider Budget

<u>LINE ITEM</u>	<u>COST</u>
<b>Salaries and Fringe</b>	
PT Instructional Assistant (AE12067-013129-651J) to work an average of 12 hours per week for 47 weeks: $\$12.40/\text{hr.} \times 12 \times 47 = \$6,993.60$	\$6,993.60
Associated fringe = \$2,552.00 (approx. 37%)	\$2,552.00
<b>Total:</b>	<b>\$9,545.60</b>
<b>Operational Cost</b>	
Travel	\$154.40
Supplies	\$300.00
<b>Total:</b>	<b>\$454.40</b>
<b>TOTAL FUNDS REQUESTED</b>	<b>\$10,000.00</b>

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

WITNESS the Agreement of the Parties hereto and attested by their signatures affixed hereon.

**The Board**

**The Service Provider**

**The Greater Louisville  
Workforce Development Board, Inc.  
d/b/a KentuckianaWorks**

**Board of Education of Jefferson County, Kentucky**

By:

By:

\_\_\_\_\_  
Michael B. Gritton  
Executive Director

\_\_\_\_\_  
Dr. Marty Pollio  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

By:   
Natalie K. Richards  
Assistant Jefferson County Attorney

6/27/2022

Date: \_\_\_\_\_