



# Commonwealth of Kentucky

## CONTRACT

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Document Description: SUBRECIPIENT - JCPS AmeriCorps C4767

Cited Authority: CFDA 94.006  
AmeriCorps State and National

Reason for Modification:

**Issuer Contact:**Name: Dani Pyles  
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Name: Hannah O. Lehman  
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Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Jefferson County Public Schools REACH Corps FY 24-25	\$0.000000	\$234,889.00	\$234,889.00

**Extended Description:**

This is a subaward of federal financial assistance.

Second Party to this agreement shall provide statutorily established AmeriCorps programs as a cost reimbursement subaward, in accordance with the Application for Federal Assistance submitted by each subrecipient. Payments shall not exceed the total amount authorized by the final Notice of Grant Award (NGA) and the related Program Summary Chart, as issued by the Corporation for National and Community Service (CNCS).

This Commodity Line:  
Funding 100% Federal  
CFDA: 94.006  
FAIN # 24ACCKY001

UEI: R5D3NH1SNPA7

Contractor Contact: Ben Langley  
Phone 502-485-3926  
ben.langley@jefferson.kyschools.us

First Party contact: Aubrey Mason  
Phone 502-564-7420  
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Effective From: 08/01/2024

Effective To: 07/31/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Jefferson County Public Schools REACH Corps FY 25-26	\$0.000000	\$234,889.00	\$234,889.00

**Extended Description:**

Funding 100% Federal  
CFDA: 94.006  
FAIN # 24ACCKY001

Shipping Information:	Billing Information:
	CHFS DFRCVS/KCCVS 275 E Main Street 3W-E  Frankfort KY 40621

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$469,778.00</b>
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## **SUBRECIPIENT Memorandum of Agreement Terms and Conditions**

### **Regular (Government/Quasi-Governmental) (PON2)**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services Department for Family Resource Centers and Volunteer Services, Serve Kentucky, (“the Commonwealth”) and Jefferson County Public Schools (JCPS) (“The Contractor”) to establish an agreement for AmeriCorps subawards of federal financial assistance. The initial MOA is effective from 08/01/2024 through 07/31/2026.

#### **SECTION 1-ADMINISTRATIVE OVERVIEW**

##### **1.00-Purpose and Background**

AmeriCorps State and National Grants are administered by AmeriCorps, a federal agency whose mission is to improve lives, strengthen communities, and foster civic participation through service and volunteering. AmeriCorps brings people together to tackle some of the country’s most pressing challenges through national service and volunteering. AmeriCorps members serve with organizations dedicated to the improvement of communities. AmeriCorps helps make service a cornerstone of our national culture.

The purpose of AmeriCorps State and National Grants awarded to eligible organizations is to engage AmeriCorps members in evidence-based or evidence-informed interventions to strengthen communities. An AmeriCorps member is an individual who engages in community service through an approved national service position. Members may receive a living allowance and other benefits while serving. Upon successful completion of their service, members earn a Segal AmeriCorps Education Award from the National Service Trust that members can use to pay for higher education expenses or apply to qualified student loans.

Serve Kentucky is the State Agency federally mandated to fulfill the obligations and services under Assistance Listing (AL) numbers 94.006 from the AmeriCorps federal agency. The Commonwealth of Kentucky has established Serve Kentucky to administer these programs.

##### **1.01-Issuing Office**

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on behalf of the Department for Department for Family Resource Centers and Volunteer Services, Serve Kentucky. The Cabinet’s designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

##### **1.02-Communications**

The Issuer identified on page 1 is the point of contact during the procurement process and for communications concerning contract issues during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1. Notices

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by the Cabinet shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.

### **1.03-Terminology**

For this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer
- Issuer of Contract: Buyer, Purchaser, Contract Officer
- Commonwealth of Kentucky: Commonwealth, State
- Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS
- Fiscal Year is the Commonwealth fiscal year: July 1 through June 30
- Biennium is 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

Notice of Grant Award(s)

### **1.05-Definitions/Acronyms**

(PR) Progress Report

(ASN) AmeriCorps State and National

(FFR) Federal Financial Report

(CFR) Code of Federal Regulations

(NSCHC) National Service Criminal History Check

(NOGA) Notice of Grant Award

(PER) Program Expense Report

## **SECTION 2-SCOPE OF SERVICES**

### **2.00-Services Required**

The Second Party shall receive federal financial assistance to recruit, train, and supervise AmeriCorps members meeting critical community needs in the areas of education,

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disaster services, health, environmental stewardship, economic opportunity, and service to veterans and military families. The grant application on file with AmeriCorps, including any amendments, specifies the program design and size, including service activities for a team of members serving full- or reduced-time for one year or during the summer. The federal awarding agency issues prime and amended Notices of Grant Awards to Serve Kentucky, which are each accompanied by a supporting Program Summary Chart and Funding Summary Chart. The Funding Summary Chart identifies the amount of federal funds and required match for each subgrantee using unique grant identifying information for each program.

Each Second Party shall operate their AmeriCorps program in accordance with Second Party's approved application for federal financial assistance. There are three types of programs authorized by AmeriCorps and covered under this agreement, including Cost Reimbursement, Fixed Amount Subaward and Planning Grant.

In accordance with the requirements of AmeriCorps, the federal funding agency, and as a requirement to receive funding through this agreement, all Second Parties shall adhere to the following provisions, subject to clarifications enumerated at the end of this section.

1. Provide training on prohibited and allowable service activities in the pre-service training for members and their site supervisors. Through proper record-keeping the program must demonstrate completion of prohibited and allowable activity training prior to the start of service for members and site supervisors, when requested. The Program agrees to display the Prohibited Activity poster provided by Serve Kentucky at all host site locations. The Program staff shall also review member's monthly activity report and journal entries to further ensure compliance.
2. Recruit members at the national level, using the online recruitment system provided by AmeriCorps. Members may be recruited at the state or local level via program or host site applications. Members may be recruited through Kentucky post-secondary institutions from social work, teaching or other relevant college degree programs.
3. Recruit members who are a minimum of 17 years of age, have a high school diploma, GED equivalent, or who will obtain a diploma or equivalent prior to use of the education award and have successfully completed an intensive interview process.
4. Provide members with pre-service orientation before they report to their respective service sites. Programs should provide ongoing member training opportunities to ensure

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members have the requisite tools to successfully complete service and be prepared for life after AmeriCorps.

5. Recruited members must be a U.S. citizen, a U.S. National or a Lawful Permanent Resident Alien.

6. Ensure AmeriCorps branding requirements are followed:

a. Logo: Prominently display the standard AmeriCorps logo on websites, most notably on the home page and "About Us" sections. The logo is a registered service mark of AmeriCorps.

b. Language: Use standardized language to describe the program in press releases, public documents, and all speaking events to identify the organization's AmeriCorps affiliation.

c. Gear: Include the appropriate AmeriCorps logo on all gear for AmeriCorps-funded programs. Issue the AmeriCorps service gear to all members, who shall then be required to identify themselves as an AmeriCorps member, at all service times, to increase national identification and awareness.

d. Sites: Display signs or posters that feature the AmeriCorps logo at all sites where AmeriCorps members are serving, especially those to which elected officials or private-sector partners are invited to visit.

e. Public Materials: Subgrantees shall use the AmeriCorps name and logo on public materials such as stationery, application forms, recruitment brochures, online position postings, orientation materials, member curriculum materials, signs, banners, press releases, and publications related to their AmeriCorps program in accordance with AmeriCorps requirements.

Direct Link to federal brand Guidelines: <https://serve.ky.gov/ameriCorps/Documents/AmeriCorps-Brand-Guidelines-Grantees-033122.pdf>

f. Adhere to the appropriate federal fiscal year AmeriCorps State Terms and Conditions-Specific and Terms and Conditions-General and utilize the AmeriCorps Brand Guidelines available on the AmeriCorps website or from Serve Kentucky.

7. Provide all site supervisors with an intensive training, prior to AmeriCorps member recruitment and placement.

8. Provide regular check-ins with service sites via site visits, phone calls, virtual meetings, etc. to revisit prohibited activities and program expectations. Topics at such training events or check-ins shall include: supervisor roles and responsibilities; reporting requirements; match and recording systems; prohibited activities (as defined by AmeriCorps); and development of goals, objectives and a sustainability plan.

9. Ensure the service site coordinator or program staff completes a written member mid-year evaluation (detailing required number of hours, assignments, etc.) for full-time, three-quarter time and half-time members who serve for 10 months or more per service

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year. Additionally, all members regardless of service term or slot type must have an End of Year Evaluation completed by program staff and/or site supervisors.

10. Ensure that the service site coordinators (supervisors) and the Program staff approve all member timesheets for allowable service hours and ensure that prohibited activities are not included within service hours.

11. Ensure that service sites assume the lead role in recruitment and selection of members, attend all mandatory trainings and conference calls, provide direct supervision of members, coordinate local in-service training opportunities, monitor the progress toward members goals and objectives, cooperate with the evaluation process by completing, distributing, and collecting evaluation forms, and maintain accurate in-kind match records, where applicable.

12. Comply with the National Service Criminal History Check (NSCHC) requirements and maintain knowledge of current NSCHC requirements as promulgated by the federal AmeriCorps agency. Under the Serve America Act (SAA), all subrecipients must conduct National Service Criminal History checks on participants and program employees in AmeriCorps, AmeriCorps Seniors and any other programs funded by AmeriCorps under National Service laws. All employees, participants, and others who receive a salary (paid or in-kind), national service education award, living allowance, or stipend under AmeriCorps grants, must complete the checks prior to beginning employment or service. Subrecipients are strongly encouraged to incorporate suitability screening and institute a holistic framework for safeguarding beneficiaries of service. Under current federal AmeriCorps agency guidance, program staff whose activities are entirely covered in the indirect cost rate or cost allocation plan are not required to comply with NSCHC. Members aged 18 and older must receive a compliant NSCHC prior to beginning service, or if enrolled at age 17, must receive a compliant NSCHC immediately upon reaching the age of 18. Unless otherwise specified by the federal AmeriCorps agency, the NSCHC requirement extends to all members and staff identified within the eGrants budget. See item 28, below, for further information. A satisfactory criminal history check must be completed at least one day prior to any work or service by the individual. Documentation as outlined within AmeriCorps and Kentucky AmeriCorps Program Director Guidance shall be maintained in the member's file and made available upon request by Serve Kentucky or the federal AmeriCorps agency. Designated staff members must complete NSCHC online training at least annually, or as directed by Serve Kentucky staff. Should the subrecipient be determined by the federal AmeriCorps agency to be non-compliant under the NSCHC Enforcement Guide issued by AmeriCorps, subrecipient shall immediately remit the amount of the identified disallowance by check payable to Kentucky State Treasurer. Serve Kentucky may utilize a manual hold of program reimbursement to ensure receipt of disallowed costs.

13. Adhere to all the requirements of the federally approved grant application, the AmeriCorps Grant Provisions, the Notice of Funding Opportunity (NOFO), Budget / Application Instructions, Performance Measure Instructions, Mandatory Supplemental Information and the subrecipient's federally approved plan, including continuation plan and attachments and modifications. The Serve Kentucky AmeriCorps Program Director

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Guidance Document and the AmeriCorps Terms and Conditions (specific to the grant year) are hereby incorporated by reference as if set forth fully herein and are available from the CHFS Department for Family Resource Centers and Volunteer Services and on the Federal AmeriCorps website. Resources for state subgrantees, including terms and conditions, are located on the AmeriCorps website: <https://www.americorps.gov/grantees-sponsors/state-subgrantees>.

14. Obtain written permission from the Cabinet prior to the reproduction and/or distribution of any videos and/or any materials developed under this agreement, as these are considered the property of the Cabinet.

15. Programs shall utilize the member file checklist or the official monitoring tool provided by Serve Kentucky to ensure that, at a minimum, the applicable documentation is present in each member's file.

16. Ensure that member's service hours are earned according to the schedule agreed upon by the site, program, and member. Members may not earn paid leave. If the member takes sick, holiday, vacation or personal leave, it is unpaid time off. Any hours missed during said leave must be made up at a later date. Members must have detailed daily time logs of service and in accordance with the following:

- a. Members cannot receive hours for providing any service to family members.
- b. Service hours shall align with the approved grant activities including member development activities. Programs are required to have an AmeriCorps-compliant member management and reporting system, such as America Learns' AmeriCorps Impact Suite or OnCorps Reports. Any other systems must be approved by Serve Kentucky in advance.
- c. Except for pre-approved site closures and program policy, members must serve a minimum number of hours per living allowance period, as determined by the program and approved by Serve Kentucky. Members can have no zero-hour living allowance periods and still earn the living allowance.
- d. Teleservice activity hours are those that produce a tangible product and receive prior written supervisory approval for each instance of teleservice, whether for planned or unplanned site closure or other teleservice necessity. Teleservice may not exceed 10% of a member's total service hours. Teleservice may only be utilized if the program has a policy allowing teleservice activity (Refer to the Serve Kentucky AmeriCorps Program Director Guidance).

17. Secure an audit in accordance with 2 CFR, Part 200, Subpart F, if applicable. See 5.01.02 - Audit Requirements, below.

18. Provide health insurance to eligible members and assist eligible members with required paperwork to receive federal AmeriCorps sponsored childcare.

19. The Second Party shall ensure that AmeriCorps members and Site Supervisors receive training/certification to recognize and refrain from participation in the following activities prohibited under Federal regulations:



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Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the AmeriCorps federal agency, staff, and members may not engage in the following activities (see 45 CFR § 2520.65)

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless AmeriCorps assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as AmeriCorps may prohibit.

AmeriCorps members are prohibited from participating in the mentioned activities, either directly or indirectly. This includes recruiting, training, or managing others with the primary intent of engaging in any of the specified activities. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals must not wear the AmeriCorps logo while doing so.

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20. Ensure member fundraising does not exceed 10% of agreed upon service hours per member, in accordance with federal program regulations [45 CFR §2520.45]. Ensure member fundraising is directly in support of the program's service activities in accordance with federal program regulations [45 CFR § 2520.40].

21. Comply with all applicable Federal and State law (including but not limited to statutes, regulations, federal grant policy determinations and court decisions) for services provided under this Contract, specifically including but not limited to the National and Community Service Act of 1990 as amended by the Serve America Act, AmeriCorps State and National Regulations (CFR Title 45, Subtitle B, Chapter XXV, Sections 2510, 2520, 2521-2530, 2540, and 2555), all the conditions, terms, or requirements of AmeriCorps State and National Grants; (which can be found at <https://americorps.gov/grantees-sponsors/state-commissions> and under Assistance Listings #94.006 at SAM.gov), and KRS 273.453, 922 KAR 6:010; 45 CFR Part 75 (except where state procedure, including Kentucky Administrative Regulations, specifically excludes certain sections of Part 75); OMB 2 CFR Part 200 et al.

22. Respond to any Statement of Deficiencies that is presented by the Cabinet for Health and Family Services, by submitting a Corrective Action Plan for review and approval by the Cabinet and then complying with all provisions of any approved Corrective Action Plan, which shall be subject to monitoring by the Cabinet.

23. Budget for and attend the annual Kentucky AmeriCorps Accelerator event (formerly called Launch), including subrecipient staff and members with an attendance minimum of one (1) staff and fifty percent (50%) of enrolled members for each program. Attendance exceptions must be documented by written notice / confirmation between the subrecipient Program Director and the Serve Kentucky Program Officer.

24. In addition to the insurance requirements identified in Section 4.01.08 - Maintenance of Insurance, below, subrecipient shall ensure coverage of AmeriCorps Members and volunteers in addition to employees.

25. Budget for and attend the annual Kentucky AmeriCorps Accelerator event (formerly called Launch), including subrecipient staff and members. Serve Kentucky hosts program staff meetings as indicated by the annually published calendar. At least one staff member must attend from each program. Attendance exceptions must be documented by written notice / confirmation between the subrecipient Program Director and the Serve Kentucky Program Officer.

26. Personally Identifiable Information (PII) shall not be transmitted through email unless encrypted or secured within password protected files. The PII of AmeriCorps members and volunteers is protected by federal laws, including the Privacy Act of 1974, as amended, which can include criminal penalties and fines for violations.

27. Serve Kentucky may mobilize Kentucky AmeriCorps program staff and AmeriCorps members to deploy and help communities prepare for, respond to and recover from disasters. (Refer to the Serve Kentucky AmeriCorps Program Director Guidance for guidance and policy.)

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28. Programs and their members shall observe National Service Days as identified by the federal AmeriCorps agency. Observance includes service projects, recognition or remembrance events.

29. New programs will be required to schedule a New Program Start-up Visit with Serve Kentucky staff between August and November. This will be an on-site visit.

30. Special provisions for program types:

#### A. COST REIMBURSEMENT PROGRAMS AND PLANNING GRANTS

(1) Ensure that all in-kind match expenses are adequately supported by documentation using the same standards set forth for reimbursement with federal funds, as outlined in 2 CFR 200. In-kind match expenses are those expenses for which there has not been a cash disbursement issued from the subrecipient's accounting system. In-kind includes calculated indirect administrative costs in excess of those claimed for the federal share of expenses. Service sites may provide supervision, office supplies, technology, mileage and some program support provided for the benefit of the program without charge. Other sources of match may include training and technical assistance to members and site supervisors and similar non-federal resources provided free of charge to the subrecipient. Notwithstanding anything to the contrary herein, any such match shall comply with all provisions of the AmeriCorps Grant, the subrecipient's federally approved plan, and/or the policies and procedures of the AmeriCorps in order to qualify as match.

(2) Provide the required match as outlined in the federally approved grant application. Second Party shall be fully liable for federal refund of any match deficiencies identified in audit. Audit disallowances such as insufficient match or inappropriate expenditures of federal funds shall be remitted by check payable to Kentucky State Treasurer. Serve Kentucky may utilize a manual hold of program reimbursement to ensure receipt of disallowed costs. The cost sharing or matching contributions shall meet all of the following criteria:

- a. Are verifiable from the Second Party's records;
- b. Are not included as match contributions for any other Federal award;
- c. Are necessary and reasonable for accomplishment of project or program objectives;
- d. Are allowable under 2 CFR 200, Subpart E—Cost Principles, where applicable;
- e. 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
- f. Conform to other provisions of 2 CFR 200, as applicable.

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(3) Supplies meeting the definition stipulated in 2 CFR §200.94, having a per unit acquisition cost less than \$5,000 or the amount specified by 2 CFR §200.1, shall follow property standards outlined in 2 CFR §200.314, when purchased with federal funds under this agreement.

(4) Subrecipients that require an advance of a federal subaward due to extenuating circumstances must request such advance in writing addressed to Serve Kentucky Deputy Director and submitted to CHFSServeKY@ky.gov for consideration. Any advance issued shall be at the discretion of Serve Kentucky, will be limited in amount based upon the individual circumstances and must be deducted from future expense reimbursement payments no later than the final three months of the program year or sooner, if deemed appropriate by Serve Kentucky staff.

#### B. FIXED AMOUNT SUBAWARD

(1) Provide administrative and financial management of the program in accordance with guidance provided by The Fixed Amount Grant Financial and Administrative Process Guide, edition 2.10, issued by AmeriCorps.

(2) Comply with the requirements under fixed amount grants, as outlined under The Fixed Amount Grant Financial and Administrative Process Guide, edition 2.10. Except for the requirements specifically attributable to allowable costs and application and financial reporting paperwork, all other requirements still apply, including but not limited to:

- a. Full-time AmeriCorps members receive the minimum living allowances and are offered health coverage.
- b. Members meet National Service eligibility and criminal history check standards.
- c. Programs implement member time-keeping systems to track member service hours and activities.
- d. Grantees and/or sites provide program management and supervision.
- e. Performance measures are reported into programmatic performance oversight systems.
- f. Programs contribute significant non-AmeriCorps funds to fully operate the program
- g. Follow the Uniform Administrative Requirements, including Single Audit requirements.
- h. Follow program income use and earning requirements.

(3) Professional Service Corps are not eligible for an advance of a federal AmeriCorps subaward.

(4) NSCHC for members are required under the same rules as for cost reimbursement programs. Fixed Amount Subawardees are currently not required to obtain NSCHC for staff members but must immediately comply if the federal AmeriCorps agency

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modifies this requirement. Programs are strongly encouraged to review NSCHC pronouncements at least semi-annually to stay compliant.

### C. PLANNING GRANTS

(1) Planning Grant staff are not currently required to obtain NSCHC for staff until a full program with members is awarded to the subrecipient but must immediately comply if the federal AmeriCorps agency modifies this requirement. Programs are strongly encouraged to review NSCHC pronouncements at least semi-annually to stay compliant.

(2) Planning grants are exempted from member requirements listed in number 1 – 29, above. Planning grant activities should include development of Policy and Procedures for meeting the member criteria of number 1 – 29 above, assuming the subrecipient successfully applies for a full program with members.

#### 2.01-Deliverables

In accordance with the AmeriCorps State and National Grants awarded by the federal AmeriCorps agency, the Second Party shall adhere to all Federal Goals and Performance Measures set forth in all Applications for Federal Assistance submitted as required to AmeriCorps for ASN Grants FY 2024 and FY 2025, which are incorporated herein by reference, as if fully set forth herein. Second party shall provide the AmeriCorps program, as outlined within the referenced application, from August 1, 2024, through July 31, 2026.

#### 2.02-Reporting Requirements

Second Party shall:

1. Submit an end-of-year progress report including continuous improvement issues such as performance measures, volunteer management and recruitment, and member enrollment and retention statistics to Serve Kentucky, according to the schedule outlined below. All such reports shall be submitted using an online information system approved by Serve Kentucky. In addition, member time logs shall be submitted quarterly on or before the 15th of the month following the end of the quarter for which the time log is being submitted using the federally-based electronic information system. Program close out documents covering the period September 1 through the end of the program year shall be submitted no later than ten (10) days after the end of the term of this agreement. Electronic submission of all documents, reports and invoices shall be acceptable unless otherwise specified by Serve Kentucky. Reports shall be delivered to the Serve Kentucky Program Officer, unless otherwise specified. The Serve Kentucky Program Officer and Financial Officer may each alter the reporting schedules of their respective areas through email communication delivered to the subrecipient Program Director.

2. Use the Serve Kentucky reporting systems to report service activities performed under this agreement. Second Party shall be required to meet any compliance activities associated with the federally-based electronic information system. All forms can be obtained from the federally-based electronic information system or Serve Kentucky Program Officer.

Summary of Reports – Due Dates

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Member Summary Reports: Due October 15, January 15, April 15, and July 15 of each year.

End-of-Year Progress Report (Covers entire program year): Due no later than 30 days following the scheduled end of the program year.

Program close-out documents: Due no later than thirty (30) days following the scheduled end of the program year.

Invoices and Program Expense Reports (PERs): All forms are provided by Serve Kentucky, individualized for each program and program type. By submitting a PER or invoice, the individual submitting these forms certifies that program activities and expenditures meet all criteria for billing federal funds under the respective program type.

Federal Financial Report (FFR): As of August 1, 2024, FFRs are no longer required to be submitted by subaward programs.

Equipment and Residual Supplies Inventory statement: Due no later than thirty (30) days after the end of the three-year grant period or upon request of the Fiscal Grants Officer.

### **2.03-Subcontractors**

Subcontractors will be not considered acceptable for this contract, unless such expenditures are designated within the application budget submitted and approved as set forth in the Application for Federal Assistance.

### **2.04-Equipment**

Purchase of equipment with contract funds is not allowed.

### **2.05-CHFS/ Department for Family Resource Centers and Volunteer Services, Serve Kentucky Responsibilities**

Serve Kentucky may:

- A. Provide invoice forms and instructions to complete the contract requirements.
- B. Ensure that all policy decisions, changes, interpretations, and reinterpretations affecting this contract are distributed promptly to the program established.
- C. Provide the Sub Grant numbers for each program along with the awarded Member Service Years (MSYs), awarded Members and awarded AmeriCorps funds.

### **2.06-Monitoring Requirements**

The Second Party hereby acknowledges and agrees that Serve Kentucky may monitor each subrecipient in accordance with 2 CFR 200.332. The Second Party acknowledges and agrees that Serve Kentucky may use standardized monitoring procedures to conduct any of the following activities as needed, onsite visits, desk review(s), targeted technical assistance visits, and timesheet audit of each eligible entity, in accordance with applicable law, to determine whether the Second Party has met the performance goals, administrative standards, financial management requirements, organizational standards and other requirements of the Terms and Conditions for AmeriCorps State

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and National Grants, as specified by the federal awarding agency. Serve Kentucky may also conduct on-site visits to program sites.

### **2.07-Related Documents and Materials Incorporated by Reference**

All Notices of Grant Award(s) (NGA) and related Program Summary Charts / Funding Summary Charts issued by AmeriCorps.

Program Application and Budget as submitted to AmeriCorps.

Terms and Conditions (General and Specific) for AmeriCorps State and National awards, Certificates and Assurances. Resources for state subgrantees, including terms and conditions, are located on the AmeriCorps website: <https://www.americorps.gov/grantees-sponsors/state-subgrantees>.

Title 2 CFR 200, in its entirety, and 45 CFR Chapter XXV as applicable to AmeriCorps programs.

National and Community Service Act of 1990 (42 USC 12501 et seq.)

### **SECTION 3-PRICING/INVOICING**

An indirect rate of 10% has been approved and included in the budget.

Payment is conditioned upon receipt of appropriate, accurate, and timely invoices. Invoices for payment shall be submitted electronically to [CHFSServeKY@ky.gov](mailto:CHFSServeKY@ky.gov). The Contractor shall submit monthly invoices. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

The Second Party hereby acknowledges and agrees that it shall follow any and all requirements imposed by the law, the governmental entities, or the specific grants or other sources providing the funding for this Contract. The Second Party further acknowledges and agrees that, in the event that there is a final determination that any such requirements were violated or that any funds provided pursuant to this Contract were either handled, spent, paid, matched, maintained, documented, or supported insufficiently or inappropriately, any recoupment of such funds or any other damages related thereto, which are suffered by the Cabinet, shall be specifically subject to the indemnification provisions of this Contract. Detailed description of services shall be provided.

For Cost Reimbursement and Planning Grants, the Second Party shall submit monthly invoices no later than the 15th of every month for reimbursement of services performed during the previous month, in accordance with this Section. For Fixed Amount Subawards, interim payments are established as every other month with a final settlement to occur upon exit of all members based upon the service level completed by each member. For Cost Reimbursement and Planning Grants, payments as requested on these invoices shall be in accordance with the budget submitted by the Second Party to AmeriCorps and Serve Kentucky. Said budget is set forth in the Application for Federal Assistance submitted to the Corporation for National and Community Services for AmeriCorps State and National Grants, which is incorporated herein by reference, as if fully set forth herein. Payments for all subrecipients must be submitted by using

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the payment request form to be provided by Serve Kentucky. This invoice form is to be completed in a manner prescribed by Serve Kentucky, using the invoice format supplied by Serve Kentucky and submitted by email to CHFSServeKY@ky.gov.

a. Cost Reimbursement and Planning Grants: Invoices shall be due on the 15th of every month; covers expenditures in the previous month.

b. Fixed Amount Subaward: Interim payments for full award programs will be made by Serve Kentucky every other month, beginning with the month following the start of the program year (e.g., by September 15 for programs beginning August 1). Professional service corps programs will receive 3 total payments during the program year on a schedule as determined by Serve Kentucky. Interim payments to fixed amount programs are intended to be an estimate of payments due to each program based upon enrollment and performance and are not intended to be payment in full for service rendered to date. A final settlement will be made upon exit of all members using the service hours reported by the subaward program in eGrants.

#### COST REIMBURSEMENT PROGRAMS AND PLANNING GRANTS

All monthly invoices for reimbursement must be accompanied by a monthly financial report called Program Expense Report (PER). The Program Expense Report (PER) format shall be provided in an Excel format to the Second Party by Serve Kentucky. Second Parties shall return the Excel document to Serve Kentucky each month, along with the required invoice.

Serve Kentucky may at any time request copies of any and all supporting documentation of all requests for payment (monthly invoices) made in association with this contract, for any given month or months. Additionally, the Second Party shall be prepared to supply any and all monthly general ledger printouts upon request, along with any explanation and/or clarification of the accounting codes.

Invoices for payment shall be submitted electronically to CHFSServeKY@ky.gov. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

#### FIXED AMOUNT SUBAWARDS

On the predetermined interval (every other month), a current listing of active and non-active members by program will be generated using the program information submitted to eGrants by the programs. Subaward programs shall indicate their agreement or dispute the number of active members shown on these reports. Interim payments will be issued upon verification and submittal of a completed and signed invoice by the program. Serve Kentucky may alter the interim payment schedule if necessary to ensure no overpayment of federal program funds.

#### ALL AMERICORPS PROGRAMS

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

The Contractor shall submit monthly invoices. The invoice must include at a minimum:



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1. Vendor's name and address.
2. PON2 number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
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 above requirements will be rejected and returned 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**

A valid contract between the Parties consists of the following:

1. This written Agreement, all attachments, 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 the Contract provisions, 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 and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

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

#### **4.00.03-LRC Policies**

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

A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

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#### **4.00.04-Choice of Law and Forum**

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

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

#### **4.00.05-Authorized to do Business in Kentucky**

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

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

#### **4.00.06-Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

#### **4.00.07-Payment**

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

### **4.01-General Provisions**

#### **4.01.01-Headings**

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

#### **4.01.02-Assignment**

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Contract nor any rights or obligations may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the Finance and Administration Cabinet.

#### **4.01.03-No Required Use of Contract**

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This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused. The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

#### **4.01.04-Severability**

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining parts shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part 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**

No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

#### **4.01.07-Force Majeure**

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but not are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike

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or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS retains the right to obtain any necessary services elsewhere in the event of such non-performance by the Contractor. In this event, 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 with confirmation of receipt, as soon as possible of the existence of a force majeure event. To preserve this right as a defense, each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

#### **4.01.08-Maintenance of Insurance**

During this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide and shall require any Subcontractor to provide evidence of such coverage upon request.

If the Contractor and any Subcontractor are not self-insured, each shall name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

CHFS shall not be responsible for any premiums or assessments on any policy held by the Contractor or any subcontractor under this Contract. CHFS may, at its sole discretion, pay one or more premiums, if doing so would be in the Cabinet's best interest. Should CHFS exercise this option, the Contractor shall fully reimburse CHFS, either directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer not cancel the coverage without thirty (30) days prior written notice to CHFS. The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. In any subcontract, the Contractor shall require that any Subcontractor also provide such notice to the Contractor and CHFS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract.

#### **4.01.09-Licensure, Certification, and Registration**

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The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

#### **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 related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor.

Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

#### **4.01.11-Legal Proceedings**

Except as specifically disclosed in writing to CHFS 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 this Contract or, if applicable, any subcontracts. The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

#### **4.01.12-No Grant of Employment or Agency**

Nothing in this Contract shall be construed, in any way, as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall 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 an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent of the Commonwealth.

#### **4.01.13-CHFS Discrimination Prohibited**

During this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any other protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act

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of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state and local laws prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3. In all program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

5. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

#### **4.01.14-Staffing**

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

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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 shall be in accordance with all applicable federal and state statutes and regulations.

##### **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.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

##### **4.02.03-Subcontractors**

Unless provided in the scope of work and pre-approved at the Cabinet level, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not Subcontractors are used.

##### **4.02.04-Indirect Cost**

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

##### **4.02.05-Financial Record Retention**

The Contractor agrees to maintain all Contract records for not less than three (3) years after all Contract matters (e.g., audit, settlement of audit exceptions, disputes) are resolved and in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

##### **4.02.06-Confidential Information**

The Contractor shall comply with state and federal law governing access to and use of information and data provided by CHFS or collected by the Contractor. The Contractor will use such information or data only for purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic

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or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Any dissemination of information about projects funded and the scope of work of this Contract must be fully documented and reviewed by the Cabinet's project manager before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

The Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to The Contractor's policies and procedures for 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**

If applicable, 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 comply with and shall ensure any Subcontractor complies with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.10-Performance-Based Penalties.

#### **4.02.09-Research Project Approval and Institutional Review Board Requirements**

If applicable, any proposed research project under this Contract shall follow the procedures and protocols in 920 KAR 1:060, which provides for the Cabinet's review



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of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

#### **4.02.10-Performance-Based Penalties**

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If the Cabinet elects not to exercise a penalty clause, this shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. The Cabinet will work with the Contractor to resolve performance issues at all times.

##### **1. Requirement of Corrective Action:**

###### **A. Letter of Concern**

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

###### **B. Corrective Action Plan**

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

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

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following the date of the written deficiency notice may result in up to a \$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 an action pursuant to Finance Terms - 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) twice 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 for this Contract, contact the Issuer.

#### **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, communication, or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the Contractor.

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

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements

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contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.4.03-Breach and Contract Termination

#### **4.03.01-Remedies for Breach**

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies 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.

#### **4.03.02-Transition/Turnover**

In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, 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.
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, within fourteen (14) calendar days, CHFS shall provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records needed for an orderly transition. If CHFS determines that the Transition Document is missing necessary information, CHFS shall provide

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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 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 pertaining to this Contract in its possession 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 provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.

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

#### **4.04-Miscellaneous Provisions**

##### **4.04.01-Advertising Award Prohibition**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the Commonwealth of Kentucky.

##### **4.04.02-Bankruptcy**

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

##### **4.04.03-Code of Ethics**

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics may result in the immediate termination of the Contract.

##### **4.04.04-Notices and Pamphlets**

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All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor pursuant to this Contract shall include a statement identifying the appropriate source of funds for the project or service, including, but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

#### **4.04.05-Scientific Misconduct**

If applicable, the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any 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 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS of any activity reported to the Contractor under this section.

#### **4.04.06-Intellectual Property**

Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

#### **4.04.07-Data Use Agreement**

Not Required

#### **4.04.08-Business Associate Agreement**

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

### **SECTION 5-FEDERAL REQUIREMENTS**

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II.

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

##### **5.00.01-Clean Air Act and Federal Water Pollution Control Act**

The Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

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

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment. For 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 a subsidiary, division, or business segment, and similar positions).

### **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.

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#### **5.00.04-Equipment**

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

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, requires prior approval by the Cabinet and the federal agency before the federal government will allow the costs in accordance with 2 CFR Part 200.

#### **5.00.05 Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR § 200.216, Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **5.00.06 Domestic Preferences for Procurements**

In accordance with 2 CFR § 200.322(a):

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

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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:

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.

#### **5.00.08-Certification Regarding Drug-Free Workplace**

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

#### **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



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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  
2 CFR Part 2900, Department of Labor  
2 CFR Part 3474, Department of Education

Unless otherwise indicated by this Agreement, this sub-award does not include Research and Development.

The Contractor (sub-recipient) and all lower tier sub-recipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund of any deficiencies identified in audit, state or federal review.

#### **5.01.01-Federal Funding Accountability and Transparency Act Compliance**

The Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252), in accordance with 2 CFR, Part 170, including registration of a unique entity identifier number if the amount of Federal funding awarded to the Contractor is \$25,000.00 or more.

The Contractor must disclose to CHFS the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than \$25,000,000.00 annually; and
2. Compensation information is not already available to the public (such as, through reporting under the Securities Exchange Act of 1934. See 2 CFR, Part 170 for additional details regarding executive compensation requirements).

#### **5.01.02-Audit Requirements**

The Contractor (sub-recipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of

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audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

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

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(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 the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by CHFS.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

#### **5.01.05-Indirect Cost**

The Contractor (sub-recipient) shall be reimbursed for indirect costs only where the Contractor incurs indirect costs in addition to costs that are reimbursed as direct program costs. Indirect cost rates shall be recognized in the following order:

1. The Contractor's federally approved negotiated rate, if one exists, shall be recognized for the purposes of charging indirect cost to the federal programs administered through this sub-recipient agreement, except where limited by federal statute. The Contractor shall submit the federally approved indirect cost rate document to the Contract Specialist identified on page 1 of the Contract. A federally approved negotiated rate may exist in cases where the Contractor conducts business directly with the federal government other than as related to this Agreement. CHFS may issue an acceptance letter in addition to this Agreement to acknowledge the appropriate federally approved rate.

2. If no federally approved negotiated rate exists, the Contractor may request to utilize an indirect cost rate or cost allocation plan developed in accordance with 2 CFR, Part 200, Subpart E, by submitting a request and detailed indirect cost plan description to the Contract Specialist identified on page 1 of the Contract. Plan or rate approval must be evidenced by formal written acknowledgement by the Contractor as acceptable for purposes of billing, to be applied to federal programs except where limited by federal statute. If this option is approved, CHFS will issue a separate letter of acceptance which shall be valid for the term of this Agreement.

If options 1 or 2 above are not utilized, the Contractor may elect to utilize the de minimis rate (10% of Modified Total Direct Costs) as outlined in 2 CFR, §200.414(f), for purposes of requesting reimbursement for indirect costs as a sub-recipient, to be applied to federal programs except where limited by federal statute.

#### **5.01.06-Cost Share or Matching**

If indicated elsewhere in this Agreement, the Contractor (Sub-recipient) shall provide the required match as outlined in the federally approved grant application. The Contractor shall be fully liable for federal refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet all of the following criteria:

- Are verifiable from the Contractor's records;
- Are not included as match contributions for any other federal award;
- Are necessary and reasonable for accomplishment of project or program objectives;

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- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;
- 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.

**Endnotes**

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**Memorandum of Agreement Standard Terms and Conditions  
Revised January 2023**

**1.00 Effective Date**

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

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

**2.00 EEO Requirements**

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

**3.00 Cancellation Clause**

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

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

### **6.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **7.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

### **8.00 Discrimination**

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,



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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**Approvals**

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

**CHFS Cabinet Approval:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Contractor Approval:**

Superintendent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Dr. Marty Pollio

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CHFS Department Review:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

DocuSigned by:  
*Lucas Roberts*

\_\_\_\_\_  
804ED72E457745E  
Attorney

1/26/2024 | 2:46 PM EST

\_\_\_\_\_  
Date

**Notice of Grant Award****Corporation for National and Community Service**

250 E Street SW, Suite 300  
Washington, DC 20525-0001  
(202) 606-5000

**AmeriCorps State****Grantee**

HEALTH & FAMILY SERVICES, KENTUCKY CABINET FOR  
275 E Main ST Frankfort KY 40601-2321

EIN: 610600439  
UEI: LECJQDCLHVE5

**Award Information**

Agreement No.: **21ACCKY001** Performance Period: **08/01/2021 - 07/31/2024**  
Amendment No.: **6** Budget Period: **08/01/2023 - 07/31/2024**  
CFDA No.: **94.006** Grant Year: **3**

**Purpose**

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the National and Community Service Act of 1990, as amended (42 U.S.C. §12501 et seq.).

**Funding Information**

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$4,659,549	\$4,659,549
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$4,659,549	\$4,659,549

**Cumulative Funding for Project Period**

Total Awarded in Previous Amendments **\$5,867,383**  
Total CNCS Funds Awarded to Date **\$10,526,932**

**Member Information****Member Education Awards as of this Amendment**

	W/Allowance	WO/Allowance
Full Time (1700 hours)	100	0
Three Quarter Time (1200 hours)	115	0
1-Year Half Time (900 hours)	0	0
2-Year Half Time (1st Year)	0	0
2-Year Half Time (2nd Year)	0	0
Reduced Half Time (675 hours)	0	0
Quarter Time (450 hours)	31	15
Minimum Time (300 hours)	7	75
Abbreviated Time (100 hours)	0	10
Member Service Years (MSY Awards)	210.59	

**Funding Source and Amount**

2023-2024-OP24-F11-OPO-23000-4101 \$940,725.00  
2023--OPE1-F11-OPO-23000-4101 \$3,718,824.00

**Special Conditions****Award Description**

This award funds the approved 2023-2024 AmeriCorps State Competitive programs, as listed on the approved program and funding summary charts. No member may enroll prior to the approved start date of the member enrollment period. Your 2023-2024 regulatory match is 38% and your budgetary match is 38%.

Partners for Rural Impact, Inc.: This award includes ARP funding intended to increase the living allowance, provide match replacement funds, and/or expand current activities. To do this, we will award \$270132 for living allowance increases.

Hindman Settlement School: This award includes ARP funding intended to increase the living allowance, provide match replacement funds, and/or expand current activities. To do this, we will award \$139920 for living allowance increases.

# Notice of Grant Award

250 E Street SW, Suite 300  
Washington, DC 20525-0001  
(202) 606-5000

## AmeriCorps State

### Grantee

HEALTH & FAMILY SERVICES, KENTUCKY CABINET FOR  
275 E Main ST Frankfort KY 40601-2321

EIN: 610600439  
UEI: LECJQDCLHVE5

### Award Information

Agreement No.:	<b>21ACCKY001</b>	Performance Period:	<b>08/01/2021 - 07/31/2024</b>
Amendment No.:	<b>6</b>	Budget Period:	<b>08/01/2023 - 07/31/2024</b>
CFDA No.:		Grant Year:	<b>3</b>

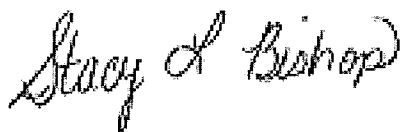
Global Game Changers Children's Education Initiative, Inc.: This award includes ARP funding intended to increase the living allowance, provide match replacement funds, and/or expand current activities. To do this, we will award \$53480 for living allowance increases.

Northern Kentucky University Research Foundation Inc: This award includes ARP funding intended to increase the living allowance, provide match replacement funds, and/or expand current activities. To do this, we will award \$461813 for living allowance increases.

JEFFERSON COUNTY BOARD OF EDUCATION: This award includes ARP funding intended to increase the living allowance, provide match replacement funds, and/or expand current activities. To do this, we will award \$15380 for living allowance increases.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://www.americorps.gov/sites/default/files/document/FY2023-General-Terms-Conditions-508-20221028.pdf> and the Program Terms and Conditions found at <https://americorps.gov/sites/default/files/document/2023ASNProgram508TC.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, supporting documents, and with applicable federal statutes, regulations and guidelines.

Corporation for National and Community Service:

 07/21/2023

HEALTH & FAMILY SERVICES, KENTUCKY  
CABINET FOR  
Legal Applicant

Signature Award Date

Stacy Bishop  
Senior Grants Officer

Carie Kizziar  
Project Director

Grants Officer

Shannon Ramsey  
Certifying Official/Executive Officer

Elizabeth Rose  
Program Officer