

- a. Obtain for the Commonwealth or Contractor the right to use such products and services;
 - b. Replace any goods, services or other product involved with non-infringing products or modify them so that they become non-infringing; or,
 - c. If neither of the foregoing alternatives are reasonably available, remove any infringing goods, services or products and refund the price paid therefore to the Commonwealth.
- vi. Any Other Available Remedy
The Commonwealth shall take any other remedy that may be legally available to it.

14. Assurances

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

- a. Program Legislation/regulation;
- b. Education Department General Administrative Regulation (EDGAR), 34 CFR Parts 7 4-99;
- c. Rehabilitation Act of 1973, as amended, 29 USC 701 et seq.
- d. Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award;
- e. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors];
- f. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of \$2,000];
- g. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers];
- h. Standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to USDE and the Regional Office of the Environmental Protection Agency (EPA);

- i. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
- j. Office of Management and Budget Circulars 2 CFR Part 200, 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122) and A-133, as applicable;
- k. The Hatch Act (5 U.S.C. §§ 1501-1508) and Public Law 95-454, Section 4728. These statutes state that any person or organization involved in the administration of federally assisted programs cannot use federal funds for partisan political purposes of any kind;
- l. The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. §§ 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. § 225 and 47 U.S.C. § 611;
- m. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.);
- n. Restrictions on Lobbying (1) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (2) 43 CFR 18; and;
- o. Civil Rights Assurance. The undersigned is subject to 42 U.S.C. §§ 2000d, The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., and its implementing regulation 45 CFR Part 91, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and implementing regulation, 45 CFR Parts 80, 84 et seq.; Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Contractor on the basis of race, color, national origin, age, sex (in education activities) or disability.
- p. Protection of Human Subjects. To the extent applicable to it, the Contractor agrees to comply with the requirements set out in 34 CFR Part 97 relating to research that involves human subjects.
- q. Drug and Alcohol Abuse Prevention Program. The Contractor agrees to comply with the requirements set out in 34 CFR Part 86, requiring institutions of higher education that receive federal assistance to certify that it has adopted and implemented a drug abuse prevention program.

15. Assignment and Subgrants

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

Agreement. Contractor shall be solely responsible for all aspects of sub-granting arrangements and performance.

16. Binding Effect

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

17. Captions

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

18. Counterparts

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

19. Entire Understanding

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

20. Indemnification-General

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

21. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

22. Survival of Certain Terms

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

23. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits

which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

24. Waiver

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

25. Representations and Certifications

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

a. Standard and Manner of Performance

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

b. Licenses, Permits, Etc.

Contractor represents and certifies that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Contractor certifies that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the Commonwealth or other adjustment in Agreement Funds. Additionally, all employees and agents of Contractor performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the Commonwealth of Kentucky, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the Commonwealth of Kentucky and has designated a registered agent in Kentucky to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Agreement shall be deemed to be a material breach by Contractor and constitute grounds for termination of this Agreement.

26. Reporting Requirements

The Contractor shall comply with the following reporting requirements:

a. Performance and Progress

Contractor shall file quarterly progress reports with the Commonwealth detailing the status of the project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Contractor

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

b. Expenditure Certification

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

c. Litigation Reporting

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

d. Noncompliance

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

27. Approvals

a. Signatory Authority

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

b. Authorized Representative

The person or persons signing and executing this Agreement on the Contractor's behalf do warrant and guarantee that he, she, or they have been duly authorized by the Contractor to execute this Agreement on the Contractor's behalf and to validly and legally bind the Contractor to all contractual terms, performances, and provisions. If requested, the Contractor

will provide OVR with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

28. Certification of No Criminal Activity

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

29. Attorney Fees

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

**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 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

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

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

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

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

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

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

By signing this MOA, all parties agree electronic approvals may serve as electronic signatures.

Approved by:

Signature: Cora McNabb **Date:** 7/22/2024
Executive Director, Office of Vocational Rehabilitation

Signature: Tim Schlosser **Date:** 7/22/2024
Superintendent, Local Education Authority

Certificate Of Completion

Envelope Id: F1EC9D4E3A874676877388FDA8EE835B	Status: Completed
Subject: Complete with DocuSign: Simpson CWTP LEA-OVR MOA 2024-25.pdf	
Source Envelope:	
Document Pages: 29	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	rebeccah.kinder
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	500 Mero Street,
	Frankfort, KY 40601
	rebeccah.kinder@ky.gov
	IP Address: 205.204.186.55

Record Tracking

Status: Original	Holder: rebeccah.kinder	Location: DocuSign
7/22/2024 9:54:20 AM	rebeccah.kinder@ky.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Kentucky Office of Vocational Rehabilitation	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Tim Schlosser tim.schlosser@simpson.kyschools.us Superintendent Security Level: Email, Account Authentication (None)	<i>Tim Schlosser</i> Signature Adoption: Pre-selected Style Using IP Address: 170.185.204.227	Sent: 7/22/2024 9:55:42 AM Viewed: 7/22/2024 10:28:42 AM Signed: 7/22/2024 10:29:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cora McNabb cora.mcnabb@ky.gov Executive Director Security Level: Email, Account Authentication (None)	<i>Cora McNabb</i> Signature Adoption: Pre-selected Style Using IP Address: 205.204.186.55	Sent: 7/22/2024 10:29:24 AM Viewed: 7/22/2024 10:31:01 AM Signed: 7/22/2024 10:31:11 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Kelly Baker kelly.baker@simpson.kyschools.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/22/2024 9:55:41 AM Viewed: 7/22/2024 9:57:03 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Chris Norsworthy cnorsworthy@ky.gov Admin Specialist OVR Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/22/2024 10:31:12 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2024 9:55:41 AM
Certified Delivered	Security Checked	7/22/2024 10:31:01 AM
Signing Complete	Security Checked	7/22/2024 10:31:11 AM
Completed	Security Checked	7/22/2024 10:31:12 AM

Payment Events	Status	Timestamps
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