



Every Child Every Day

SUPERINTENDENT
TONYA HORNE-WILLIAMS

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MEMBER DISTRICT 3
WILLIAM NEWSOME, JR

MEMBER DISTRICT 5
STEVE SLONE

Consent Agenda Item (Action Item):

Approve the Memorandum of Understanding and Vendor Agreement between the Office of Vocational Rehabilitation and the Floyd County Board of Education for the provision of providing Community Work Transition Programing to students with disabilities for the 2026-2027 school year as they work on their post-secondary transition goals. (interest inventories, job shadowing, supported employment, on the job training, career fairs etc.)

Applicable State or Regulations:

KRS 158.440, 160.380 (1)a

Fiscal/Budgetary Impact:

There will be no direct cost for Floyd County Schools associated with this agreement.

History/Background:

The Employment Specialists facilitate the Community Work Transition Program for students who have IEP's. This allows students with disabilities to receive additional support services and meet post-secondary transition goals to help them secure gainful employment upon graduating high school.

Recommended Action:

Approval of the Memorandum of Understanding and Vendor Agreement between the Office of Vocational Rehabilitation and Floyd County Schools for the provision and implementation of the Community Work Transition Program for the 2026-2027 school year.

Contact Person(s):

N/A

Principal

Cecilia Francis

Director

Tonya H. Williams

Superintendent

Date: 5-20-26

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

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**Terms and Conditions for
MEMORANDUM OF AGREEMENT
Between
The Commonwealth of Kentucky, Education and
Labor Cabinet, Office of Vocational Rehabilitation
and
FLOYD COUNTY BOARD OF EDUCATION**

This Memorandum of Agreement (“MOA”) is entered into, by and between the Commonwealth of Kentucky, Education and Labor Cabinet, Office of Vocational Rehabilitation, (“OVR” or “Commonwealth”) and FLOYD COUNTY BOARD OF EDUCATION as the Local Education Authority (“LEA”) to establish an agreement for the Community Work Transition Program (“CWTP”).

This MOA is effective from **July 1, 2026, through June 30, 2027.**

I. Scope of Services

The CWTP Vocational Rehabilitation (“VR”) program is designed to assist OVR “eligible” and “potentially eligible” students with disabilities who have identified work as a desired post-school outcome and have demonstrated a need for assistance to transition from high school to employment. The primary goal of this program and all services provided is to improve the transition of students with disabilities into competitive integrated employment prior to high school exit. Additionally, program goals are to provide exposure and experiences in career and employment opportunities in order to improve transition into postsecondary education and training. Students who may be considering sheltered work facilities earning a sub-minimum wage post high school may also participate in CWTP for experiential work opportunities.

Transition Services and Pre-Employment Transition Services (Pre-ETS) are the two components of the CWTP that can be utilized. Transition Services include a set of services that assist the student directly with job search and placement prior to high school exit. Transition Services are typically provided to 11th and 12th grade students who intend to obtain employment prior to high school exit. These transition services are also available to students through grade 14. Pre-ETS may be provided to students regardless of grade or desired post-school outcome. Pre-ETS, as the earliest set of services available, are most beneficial to students in the early stages of employment exploration and exposure. These services are short-term in nature and designed to help students identify career interests. Transition services are required to be provided whereas Pre-ETS are optional.

A. LEA shall:

1. Complete and submit a CWTP application to OVR and the University of Kentucky Human Development Institute (“HDI”) expressing LEA’s intent to participate in CWTP for the upcoming school year.
2. Review Vendor Manual annually before signing and returning the OVR Vendor Agreement to OVRVendors@ky.gov
3. Hire an Employment Specialist (ES), who shall follow the requirements of the program, with the following minimum requirements for employment:
 - a. High school education or equivalent;
 - b. Minimum two (2) years’ experience working with individuals with disabilities;
 - c. Significant knowledge of jobs in the community;
 - d. Good written and oral communication skills; and
 - e. Knowledge of the OVR resources in the LEA’s area, the partners, and the available programs for youth.
4. Ensure the ES attends the CWTP annual mandatory training provided by the HDI prior to providing services. It is strongly encouraged that other school staff involved in the CWTP attend annual trainings as well (e.g., ES’s direct supervisor, primary contact). Through HDI’s annual training, staff are appropriately trained on the most current, approved methods of service delivery as described in OVR’s CWTP Procedures Manual. Invoices will not be accepted by OVR from LEA personnel who have not attended the annual mandatory training.
5. Ensure each CWTP ES identified on the annual CWTP application shall be allowed release time to attend mandatory scheduled trainings.
6. Ensure the ES receives a copy of this MOA to provide a comprehensive understanding of the requirements of the contract and their roles and responsibilities.
7. Ensure students have available transportation to participate in the activities of the CWTP.
8. Actively partner with HDI to attend additional trainings/meetings provided by HDI in order to develop and implement support plans if the CWTP fails to

achieve expectations; and construct timetables to address individual program needs should the quality of services require improvement.

9. Allow HDI access to provide individual program evaluations, program audits, and technical assistance (TA), as necessary for the purposes of ensuring program compliance.
10. Demonstrate progress toward meeting the goals of support plans within the designated timetables. Should the support plans be unsuccessful, as defined by their individualized expectations, the LEA shall not be eligible to participate in the program for at least one (1) year.
11. Ensure the CWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI by the end of the school year.
12. Provide the ES a private space for confidential discussions with the students, a locking file cabinet for maintaining confidential information, and secure computer access with internet to allow for creation of work product, such as forms, resumes, applications, labor market research, etc.
13. Make a request for a service exception to the OVR Administrator prior to making a service exception for a student.
14. Provide quarterly student Infinite Campus grade/progress reports to OVR for eligible CWTP consumers/students. Grade/Progress Reports may be submitted directly to the OVR counselor.
15. Retain student documents and reports generated from the provision of CWTP services for a minimum of 3 years after this MOA ends and the final financial report is submitted or until all audit questions are resolved, whichever is later. (See Records section under the Additional Terms and Conditions.) Documents and reports include but are not limited to: Pre-ETS Referral Form, Comprehensive Vocational Assessment ("CVA") Student Activity Reports, CVA Report, Job Development/Job Coaching Planning Meeting Report, Job Development/ Job Coaching Reports, Job Placement Reports, Employment Follow-Up Reports, Exit Planning Meeting Reports, Supported Employment Consultation Meeting Reports, Pre-ETS activity reports.
16. Provide CWTP Transition Services (required) and Pre-ETS (optional) with a Vocational Rehabilitation focus and in a manner that does not supplant any school-based instructional programs deemed the responsibility of the LEA through the Individuals with Disabilities Education Act ("IDEA").

17. Provide CWTP Transition Services to students in their final two years of high school (typically 11th and 12th grade through grade 14 when applicable). Maximum number of Transition Services students per ES should not exceed 12.
18. Refer students with disabilities to the OVR counselor in order to apply for VR services. These students have expressed the goal of employment prior to high school exit and have demonstrated the need for individualized transition services in accordance with their Individualized Education Plan ("IEP").
19. Ensure the completion and submission of all required documentation to OVR and as described in CWTP Procedures Manual. Required documentation shall include:
 - a. Completed Pre-ETS Referral Form;
 - b. A copy of the student's IEP, 504 plan, or disability documentation;
 - c. Monthly notes with an accurate accounting of services provided and supporting documents maintained;
 - d. Comprehensive Vocational Assessment, CVA Activity Notes, Job Development/Job Coaching Planning Meeting, Job Development/Job Coaching Monthly Reports, Exit Planning Meeting Report, Job Placement Report, and Employment Follow-up Report, Supported Employment Consultation Meeting Report (when applicable), Positive Personal Profile Report (when applicable), Family Interview Report (when applicable).
20. Ensure the ES has authorizations prior to providing transition services.
21. Ensure the ES will work with each student authorized and will ensure the mandatory components of the program are provided to remain a CWTP. The ES shall maintain accurate records and provide the authorized services to the maximum extent possible for a successful program in providing a variety of opportunities to the students referred. The mandatory components of CWTP Transition Services are outlined in Section II, Part A.
22. Complete a Comprehensive Vocational Assessment ("CVA") for students determined eligible for OVR services. The CVA shall be used to determine a student's unique strengths, resources, priorities, concerns and abilities, and interests as they relate to post-school activities and employment in order to establish an appropriate vocational goal and future training needs. The report shall include information to describe the nature of ideal work tasks, co-workers, and work setting as well as student preferences and contributions.

23. Obtain information for the CVA in part by conducting activities (minimum of 10 hours up to 20) with the student. Time should be spent conducting activities at work or employment sites in the community with the student. These activities are used to ensure the assessment process provides thorough content for the CVA. During the CVA completion process, CVA Student Activity Reports shall be submitted by the 5th of each month to OVR.
24. Conduct a Job Development/Job Coaching Planning Meeting to plan job development/job coaching activities for a student.
25. Provide Job Development/Job Coaching activities as determined appropriate for a student during the Job Development/Job Coaching Planning Meeting and according to the student's Individualized Plan for Employment ("IPE"). Job Development (searching for employment) begins after the Job Development/Job Coaching Planning Meeting. Job Coaching begins after the student obtains employment.
26. Ensure the ES provides individualized, weekly Job Development and Job Coaching activities in the community as it applies to the individual student. These two distinct services are for the expressed purpose of the student attaining (Job Development) and maintaining (Job Coaching) employment prior to exiting high school.
27. Conduct an Exit Planning Meeting to define the steps to be taken after graduation/exit in order to ensure a student's successful transition to post-school activities and future employment needs. The ES shall ensure this meeting takes place within the final quarter of the student's last year of high school.
28. Submit to OVR a Job Placement Report once a student is employed in a competitive and integrated setting that meets the guidelines and vocational goal of the student's IPE. Job Placement Report is due one (1) day after the student's high school exit. OVR will not issue payment for monthly progress notes after the Job Placement Report is submitted. The LEA is not eligible for job placement payment if the student does not attain employment prior to exiting high school.
29. Submit an Employment Follow-Up Report to OVR for a student as follows:
 - a. 30-day report if the student maintains successful employment for 30 days. The LEA is eligible for payment for employment follow-up when a student maintains stable employment. Stable employment is considered: competitive integrated employment, where the student is satisfied with their employment, the employer is satisfied with the student and there is no risk of termination or write-up, the student has any needed extended services in place, has worked consistent hours, works for a secure business, and is in

good standing with the employer for at least 30 days after exiting high school.

- b. The LEA is not eligible for follow-up payment if the student does not attain employment prior to exiting high school.
30. Ensure compliance with state and federal law, and requirements from the U.S. Department of Labor regarding student wages.

If LEA elects to provide Pre-ETS, the LEA Shall:

31. In accordance with the Workforce Innovation and Opportunity Act (“WIOA”) Section 113(A), provide Pre-ETS only to students with disabilities in need of such services who are ‘eligible’ or ‘potentially eligible’ for OVR services. Pre-ETS, shall not be provided until the LEA has received prior authorization from OVR for the individual student. OVR approval of the Pre-ETS referral and approval in Pre-VR will serve as the authorization for provision of Pre-ETS.
32. Refer students with disabilities to OVR for Pre-ETS provision and include with referral the student’s IEP, 504 plan or disability documentation.
33. Utilize the Pre-VR System for data exchange of Student Information, including Referral Forms, Documentation of Disability, services provided, hours, group size, activity notes, and outcomes.
34. Enter Pre-ETS activity documentation into the Pre-VR system to include:
 - a. Date that service occurred;
 - b. Amount of time spent in direct service to the student;
 - c. Which category of the 5 Pre-ETS were performed (i.e., Job Exploration Counseling, Work-Based Learning Experiences, Workplace Readiness Training, Instruction in Self-Advocacy, or Counseling on Opportunities for Enrollment in Postsecondary Education); and
 - d. A progress note that specifies the activity performed within the Pre-ETS category.
 - e. An outcome note that specifies the *individualized details* for the individual student as it pertains to the activity performed.
35. Ensure that all Potentially Eligible students receiving Pre-ETS through CWTP are referred to OVR, have been made aware of OVR services and have been connected to the OVR counselor or staff that serve the school district.

B. OVR shall:

1. Ensure the OVR counselor determines that CWTP Transition Services are appropriate for the student based on the following criteria:
 - a. Prior to implementing CWTP Transition Services, student must be determined eligible for OVR services and have a significant disability;
 - b. Student must require services from an ES in order to obtain and maintain employment;
 - c. The student and parent/legal guardian have expressed a desire for the student to get a job in the community and be in the program;
 - d. There is time in the student's schedule to allow for community activities;
2. Have the final authority to decide whether a student may continue in CWTP and/or what services are appropriate.
3. Provide fee-for-service reimbursement to the LEA for Pre-ETS and Transition Services provided by the LEA, pursuant to the rates and requirements set forth in the Invoicing section of this MOA.
4. Review student referrals, IEP, 504 plan and/or disability documentation to determine if a student is "potentially eligible" for Pre-ETS prior to the start of Pre-ETS provision. Review IEP, 504 plan and/or disability documentation to determine eligibility for other OVR services (e.g., CWTP Transition Services, OVR vocational guidance and counseling).
5. Review invoices and supporting documentation prior to processing for payment to ensure completeness of data, ensuring invoices are accurate and reflect those services initially authorized for each student match service sessions listed.
6. Authorize CWTP services prior to service provision, as OVR determines necessary, through the OVR Case Management System ("CMS") or Pre-VR system.
7. Monitor authorizations and invoices for the provision of Pre-ETS and Transition Services. If it is determined that a LEA has not provided sufficient Transition Services to new and current CWTP Transition Services students by January of the school year, OVR may temporarily cease the provision of Pre-ETS until transition services are implemented.

8. Ensure OVR counselor authorizes for CWTP transition services in accordance with the OVR policies and procedures manual.
9. Assure the student is in receipt of career counseling and information, referral for services to Federal and State programs, and other resources in the individual's geographic area that offer employment-related services and supports designed to enable the individual to explore, discover, experience, and attain competitive integrated employment.
10. Ensure all applicable OVR policies and procedures are maintained statewide.
11. Ensure all parties involved with CWTP are appropriately trained and provided with support from OVR and HDI as needed.
12. Review CWTP mandatory training components on a yearly basis.
13. Provide guidance and technical assistance to LEA.
14. Ensure LEA expenditures are appropriate, solely for OVR consumers, and deemed appropriate for the program.
15. Assign a minimum of one (1) VR Counselor to each LEA participating in the CWTP. The VR Counselor shall provide guidance to the ES on developing an appropriate unique goal for each student participating in the program. The VR Counselor shall review requests for services, approve services deemed necessary, and maintain all supporting documentation received and approved prior to payment of requested funds. In the event that the VR Counselor position assigned to the LEA becomes vacant, the VR local manager or a designee, in coordination with the VR Assistant assigned to the CWTP, shall continue the program until the VR Counselor position is filled.
16. Meet with "eligible" students, parents/guardians, the ES and/or involved school district staff on a regular basis and as needed to effectively plan and implement a successful CWTP transition program.
17. Provide guidance and support to the ES in the provision of approved services, as well as provide feedback on labor market trends, necessary employment skill development, and disability related intervention strategies for the unique needs of the individual consumer in order to develop a customized program.
18. Ensure VR Counselors use the CVA report to determine a student's vocational goal when writing or amending the IPE.
19. Ensure VR Counselors attend the Job Development/Job Coaching Planning and Exit Planning Meetings to plan unique, vocationally relevant activities for students.

20. Ensure VR Counselors refer students for supported employment, as appropriate based on student need, by at least the third quarter (Q3) of students' senior year (12th grade) or year of exit.
21. Develop IPEs for students, when appropriate, noting the need for CWTP transition services, and provide services in accordance with IPEs.
22. Ensure VR Counselors amend IPEs, as needed during students' exit planning meetings, to more clearly identify services required for attaining a successful transition and employment outcome.
23. Review required documentation of approved services which are provided by the LEA and pay the LEA at the established rate, per Invoicing section below, within 30 days of receiving satisfactorily documented services, as determined by the VR Counselor.
24. Monitor program expenditures by VR Counselors for services approved under this MOA.
25. Ensure assigned VR Counselors attend CWTP trainings provided by HDI.
26. Review the need for and ensure the provision of assistive technology when students are in an employment setting, when applicable.
27. Provide Social Security Benefits Planning, when applicable.
28. Refer for adult services, such as independent living, when applicable.

II. Budget and Invoicing

A. Transition Services Authorizations and Reporting

CWTP Transition Services shall not be provided until the LEA has received prior authorization via an OVR Authorization Form. OVR will authorize necessary Transition Services through the OVR Case Management System on a quarterly basis. Each of the following Transition Services require an authorization prior to the service being provided.

The LEA shall provide reports associated with the corresponding Transition Services that are provided:

- a. Comprehensive Vocational Assessment: in accordance with the review and submission process in the CWTP Procedures Manual, the CVA Report and invoice

shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$1,200.00 per approved CVA Report.

- b. **CVA Activities:** During the CVA process, activities should be conducted with the student at work or employment settings in the community. These activities are used to ensure the assessment process provides thorough content for the CVA. Reports shall be submitted monthly until the final CVA report is completed and submitted. CVA Activity Reports are due by the 5th of the month following provided services. All CVA Activity hours (minimum of 10 up to 20 hours maximum) should be completed, documented, and submitted to OVR prior to the CVA being completed for submission. This service fee shall be billed at \$80.00 per hour at a minimum of 10 hours with a maximum of 20.
- c. **Positive Personal Profile (PPP) Report:** in accordance with the review and submission process in the CWTP Procedures Manual, this optional report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$100.00 per approved PPP Report.
- d. **Family Engagement Interview (FEI) Report:** in accordance with the review and submission process in the CWTP Procedures Manual, this optional report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$100.00 per approved FEI Report.
- e. **Job Development/Job Coaching Planning Meeting Report:** in accordance with the review and submission process in the CWTP Procedures Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Job Development/Job Coaching Planning Meeting Report.
- f. **Monthly Job Development reports** are due when a student is receiving job development that assists the student with job search activities and is actively searching for employment. Job Development reports reflect job search activities with the student. Services shall be completed within the quarter authorized. In accordance with the review and submission process in the CWTP Procedures Manual, monthly reports shall be submitted on or before the 5th of the month following provided services. Invoices shall be submitted on the 5th of the month following the quarter. This service fee is billed at \$80.00 per hour with a maximum of 30 hours billable per quarter.
- g. **Monthly Job Coaching Reports** are due when a student is receiving job coaching that assists the student who has become employed with maintaining the job. Job Coaching Reports reflect job coaching activities with the student. Services shall be completed within the quarter authorized. In accordance with the review and submission process in the CWTP Procedures Manual, monthly reports shall be submitted on or before the 5th of the month following provided services. Invoices

shall be submitted on the 5th of the month following the quarter. This service fee is billed at \$80.00 per hour with a maximum of 30 hours billable per quarter.

- h. Supported Employment Consultation Meeting Report: in accordance with the review and submission process in the CWTP Procedures Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Supported Employment Consultation Meeting Report.
- i. Exit Planning Meeting Report: in accordance with the review and submission process in the CWTP Procedures Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$300.00 per approved Exit Planning Meeting Report.
- j. Job Placement Report: in accordance with the review and submission process in the CWTP Procedures Manual, the report and invoice shall be submitted upon completion, within the quarter authorized. This service fee shall be billed at \$1,500.00 approved Job Placement Report.
- k. Employment Follow-Up Report: in accordance with the review and submission process in the CWTP Procedures Manual, the report and invoice shall be submitted as soon the 30 days of follow-up services are completed. This service fee shall be billed at \$200.00 per approved Employment Follow-Up Report.

B. Pre-ETS Authorizations and Reporting

LEA shall not begin services prior to student approval in the Pre-VR System. OVR approval in Pre-VR will serve as the authorization for the provision of Pre-ETS. Pre-ETS provided by the LEA without prior approval will not be paid. OVR shall authorize on a yearly basis for each student and pay the LEA the following for Pre-ETS provided.

Fees:

- a. One (1) student billed at \$90.00 per hour.
- b. Two (2) students are billed at a \$48.60 (per student) hourly rate for a total of \$97.20 per hour.
- c. Three (3) students are billed at a \$36.90 (per student) hourly rate for a total of \$110.70 per hour.
- d. Four (4) students are billed at a \$29.70 (per student) hourly rate for a total of \$118.80 per hour.

- e. Five (5) to ten (10) students are billed at the base rate per hour with a total of \$150.00 per hour.
- f. Eleven (11) to twenty (20) students are billed at the base rate per hour with a total of \$200.00 per hour.
- g. Twenty-one (21) or more students require an exception request to be sent to and approved by the OVR CWTP Administrator prior to provision of services. Groups of students with disabilities should be kept small to ensure students have the support they need in order to participate in services. However, there may be occasions where it is appropriate for larger groups to participate in Pre-ETS. The LEA shall seek written approval from OVR prior to conducting group activities with more than twenty-one (21) students. All such proposals must ensure that all grant costs are necessary, reasonable, allocable, and allowable under state and federal law.”

Reporting:

- a. LEA will submit service hours, activity notes and outcomes through the Pre-VR System by the 5th of the following month. Service hours cannot be entered after the 5th. Example: Service hours provided in September shall be submitted by the 5th of October.
- b. Pre-ETS Coordinators will review hours, activity notes and outcomes by the 15th of the month. Example: Services provided in September, submitted by the 5th of October, will be reviewed by the 15th of October. NOTE: If activity notes and/or outcomes are insufficient, Coordinator may request additional information or not approve service hours.
- c. Approved services will appear on the Approved Services reports in the Pre-VR system after the 15th of each month.

Pre-ETS Invoicing:

- a. Provider shall use the Approved Services reports to create invoices, which shall be submitted to OVR by the last day of the month but no earlier than the 16th of the month. Invoices and supporting documentation/reports shall be emailed to OVRInvoices@ky.gov. Example: Services provided in September, approved in October, shall be invoiced by October 31st. Billing shall be submitted in 15-minute increments (e.g., .25, .50, .75, 1.00, etc.).
- b. If no reimbursement is required during a specific month, the LEA shall send email notification to OVRInvoices@ky.gov stating no reimbursement is requested for said month.

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

1. LEA name and address; (e.g., Board of Education Name)
2. Reference to OVR (e.g., "Bill to: OVR");
3. Unique Invoice Number;
4. Invoice Date; (e.g., date invoice is submitted)
5. Dates of service in which services were provided (e.g., "September invoice Dates of Service 09/01/2024-09/30/2024");
6. Description of services provided; (e.g., Self-Advocacy, Job Exploration, etc.);
7. Invoice breakdown, per line item (e.g., "2.00 hours, Self-Advocacy"); and
8. Invoice total

NOTE: If discrepancies exist, corrective action may include discussion with the LEA to ensure all service sessions are appropriate and accurate. If discrepancies are unable to be reconciled, this shall result in reduction or denial of claim voucher. The LEA shall be required to submit a corrected claim within ten (10) calendar days. OVR shall document and provide specific issues in writing to the LEA.

III. Points of Contact

OVR Contact:

Vocational Rehabilitation Administrator
Mayo-Underwood Building
500 Mero Street
Frankfort, KY 40601
502-782-3356
OVRInvoices@ky.gov

LEA Contact: (Job Title, Mailing Address, Phone, Email or Inbox Address)

Cinda Francis
Director of Special Education
442 Ky. Route 550
Eastern, Ky. 41622
606-886-2354
cinda.francis@floyd.kyschools.us

IV. Monitoring

Per 2 CFR 200.329, OVR shall monitor the performance of the Contractor as necessary and in accordance with regulations to ensure Contractor compliance with all the requirements of this MOA, including timeframes and performance goals.

A. Audit

OVR will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Contractor's compliance with this MOA and any applicable federal and state laws, and agency policies and procedures. The Contractor shall permit persons duly authorized by OVR to inspect any, but not limited to:

1. Records;
2. Documents (Physical and Electronic);
3. Facilities; and
4. Inventory.

OVR may also interview any clients and employees of the Contractor under such conditions as OVR deems appropriate.

B. Documentation Review

Contractor must supply any document required by or referenced in and consistent with this MOA in either paper or electronic form, and any such version shall be sufficient for all purposes under this MOA.

C. Risk Assessment

During the term of this MOA, the Contractor agrees to provide documents and information to facilitate OVR's monitoring risk assessment process. The Contractor further agrees to comply with the requirements, requests, and results of OVR's risk assessment, including participation in monitoring events. Failure to comply with this may result in termination of the MOA.

V.

Additional Terms (February 2026)

- A. **Subcontractors** - The Contractor agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of the Commonwealth. Upon request, Contractor shall provide the agency with information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. If said consent is given, the Contractor agrees that all requirements of the Agreement shall also be applicable to Subcontractors and that the Subcontractors shall be required to report to the Contractor in a manner that will meet the Contractor's reporting requirements. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if the Contractor rendered such performances rendered.

Before replacing an approved Subcontractor, the Contractor will notify the Commonwealth and provide the agency with information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel.

The Commonwealth reserves the right to approve or disapprove any Subcontractor proposed by the Contractor; such approval shall not be unreasonably withheld.

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor shall ensure all Subcontractors are aware of the obligations under this Agreement.

- B. **Modifications** - No modification or change of any provision in this Agreement 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 prior to the effective date of such modification or change.
- C. **Authorization to do Business in Kentucky** - The Contractor affirms that it is properly registered with the Secretary of State and 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 Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
- D. **Conflict of Interest**. All employees or representatives of the Contractor shall comply with all applicable state and federal laws, regulations, and policies regarding conflicts of interest. The Contractor shall immediately disclose to the Commonwealth any conflict of interest of which it becomes aware. The Contractor shall include the substance of this Section in all subcontracts.
- E. **Travel Expenses** - The Contractor shall be paid for no travel expenses unless and except as specifically authorized in this Agreement or authorized in advance and in writing by the Commonwealth. If authorized, Contractor shall be reimbursed for actual travel expenses in the same amounts as authorized for Commonwealth employees. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- F. **Headings** - The section headings in this Agreement are for reference and convenience only and shall not have any effect on the construction or legal effect of this Agreement.
- G. **Assignment** - This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. However, neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the Commonwealth.
- H. **No Required Use of Contractor** - This Agreement does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services. The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with 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.
- I. **Severability** - It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of

Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, if the remainder of the Agreement is capable of performance.

- J. **Indemnification** - The Contractor shall indemnify and hold harmless the Education and Labor Cabinet 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 Agreement; (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 the Contractor during the term of this or any prior Agreement with the Education and Labor Cabinet; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the Contractor or any of the Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by the Education and Labor Cabinet in an unauthorized manner, provided that such action was not taken by the Contractor or as a result of the express written request of the Education and Labor Cabinet; or (f) the 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 Kentucky Board of Claims up to the jurisdictional amount.

- K. **Sovereign Immunity** - The parties expressly agree that no provision of this Agreement constitutes a waiver by the Commonwealth of Kentucky of any immunities from suit or from liability that the Commonwealth of Kentucky may have by operation of law including but not limited to sovereign immunity.
- L. **Force Majeure** - Neither party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that the Commonwealth shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the parties shall negotiate in good faith any appropriate offset to the compensation payable under this Agreement. The Contractor shall cooperate and shall require that any Subcontractor cooperate with the Commonwealth in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense, each party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.
- M. **Maintenance of Insurance** - During the term of this Agreement, 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 Agreement. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that the Contractor and any Subcontractor are not self-insured, each shall, in any event, name the Education and Labor Cabinet as an additional insured on any policy of coverage, except for the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide the Education and Labor Cabinet proof of insurance coverage upon request.

The Commonwealth shall not be responsible for any premiums or assessments on the policy or policies held by the Contractor or any Subcontractor under this Agreement.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to the Commonwealth.

The Contractor shall notify the Commonwealth within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. The Commonwealth shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to the Contractor and the Commonwealth. The Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Agreement. If their respective insurance coverage expires at any time during the term of this Agreement, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Agreement.

This section shall not apply when the Contractor is an agency of the Commonwealth of Kentucky.

N. Permits, Licenses, Taxes, and Laws - The Contractor shall ensure all necessary permits, licenses, registrations and certifications are maintained at all times to the extent such are required for performance under this Agreement; ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and produce copies of any required license, registration, and/or certification upon request by the Commonwealth.

To the extent required by law, the Contractor shall pay any sales, use, personal property and income taxes arising out of this Agreement and the transaction contemplated hereby. Any other taxes levied upon this Agreement, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Contractor shall abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Agreement is performed. Failure to do so shall be considered a breach of the terms of this Agreement.

O. No Grant of Employment or Agency - Nothing in this Agreement shall be construed, in any way, as granting to any individual providing services under the Agreement any of the claims, privileges, or rights established or recognized for employees under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Agreement be considered a full-time or part-time employee of the Commonwealth, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee, volunteer, or independent contractor of the Contractor.

In no event shall any employee, volunteer, or independent contractor of the Contractor be deemed to be a third-party beneficiary of this Agreement or an agent or an employee of the Commonwealth.

- P. **Record Retention** - The Contractor agrees to maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and state laws, regulations, and policies except as may otherwise be specified in this Agreement.

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

1. The amount and disposition by the Contractor of all funds received by it from the Commonwealth;
2. The total cost of the project or undertaking in connection with the project with which the funds are given or used;
3. The amount of that portion of cost of the project supplied by other sources;
4. All expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the award; and
5. How the Contractor has separated grant expenditures to properly allocate costs to existing grants and ensure compliance with the requirements of the award.

- Q. **Overpayments** - In the event the Commonwealth determines, including through audit, monitoring, or program review, that the Contractor has received payment in error or expended funds in a manner not in accordance with this Agreement, the Contractor shall be liable for reimbursement to the Commonwealth. Such reimbursement shall be due thirty (30) days after the Commonwealth has notified the Contractor of overpayment or non-compliance.

- R. **Confidential Information** - The Contractor shall comply with the state and federal laws governing access to and use of information and data provided by the Commonwealth or collected by the Contractor under this Agreement and will use such information or data only for those purposes expressly delineated, defined, and authorized in this Agreement.

The Contractor shall instruct its employees and agents to use a degree of care required to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements in this subsection.

The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

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, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

- S. **Advertising Award Prohibition** - The Contractor shall not refer to this Agreement 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.
- T. **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 provide copies of such pleadings upon request.
- U. **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 the Commonwealth in a timely manner in writing all offenses enumerated in this certification.
- V. **Breach, Notice, and Cure** - In addition to any breaches specified in other sections of the Agreement, the failure of either party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. In the event of a breach, the aggrieved party shall give notice of such in writing to the other party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Commonwealth may exercise any of the remedies set forth in the Remedies section.
- W. **Remedies** - If Contractor is in breach under any provision of this Agreement, the Commonwealth shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in the Breach, Notice, and Cure section. The Commonwealth may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively, subject to the right of the Contractor to exercise any available appeal rights.

1. Termination for Cause and/or Breach - If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the Commonwealth may notify Contractor of such non-performance in accordance with the provisions herein. If Contractor thereafter fails to promptly cure such non-performance within the cure period, the Commonwealth, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the Commonwealth of this right shall not be deemed a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any.
2. Obligations and Rights – Upon receipt of any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and sub-contracts with third parties. However, Contractor shall complete and deliver to the Commonwealth all work, services and goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the Commonwealth, Contractor shall assign to the Commonwealth all of Contractor's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the Commonwealth has an interest. All materials owned by the Commonwealth in the possession of Contractor shall be immediately returned to the Commonwealth. All work product, at the option of the Commonwealth, shall be delivered by Contractor to the Commonwealth and shall become the Commonwealth's property.
3. Payments - The Commonwealth shall reimburse Contractor only for accepted performance up to the date of termination.
4. Remedies Not Involving Termination - The Commonwealth, as its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:
 - i. Suspend Performance - Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commonwealth without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the Commonwealth's directive and the Commonwealth shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.
 - ii. Temporarily Withhold Payment – Payment will be made upon satisfactory delivery of services.
 - iii. Disallow or Deny Payment - Deny payment for those obligations not performed, or, that due to Contractor's actions or inactions, cannot be performed; provided, that any denial of payment shall be reasonably related to the value to the Commonwealth of the obligations not performed.
 - iv. Removal - Demand removal of any of Contractor's employees, agents, or subcontractors

whom the Commonwealth deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest, not in the Commonwealth's best interest, or jeopardizes the Commonwealth's obligations.

- v. Intellectual Property – If it infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Contractor shall, at the Commonwealth's option:
 - a. Obtain for the Commonwealth or Contractor the right to use such products and services;
 - b. Replace any goods, services or other product involved with non-infringing products or modify them so that they become non-infringing; or
 - c. If neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid therefore to the Commonwealth.

- vi. Any Other Available Remedy - The Commonwealth shall take any other remedy that may be legally available to it.

X. **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.

Y. **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.

Z. **Choice of Law and Forum** – The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this Agreement. Any legal action brought based on this Agreement shall be filed in the Franklin Circuit Court in Frankfort, Kentucky.

AA. **Attorney Fees** – Each party shall bear its own attorneys' fees incurred in disputes arising from this Agreement.

The following section is added when the contract is entered in eMARS. If you send a draft version of the MOA to the vendor, you should include the terms below.

NOTHING BELOW THIS POINT CAN BE AMENDED unless approved by the Finance Cabinet.

Memorandum of Agreement Standard Terms and Conditions
Revised February 2026

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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 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.

3.00 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.

4.00 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.

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

6.00 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 of 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.

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

8.0 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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

Approved by:

Signature: _____

Date: _____

Executive Director, Office of Vocational Rehabilitation

Signature: _____ **Date:** _____
Superintendent, Local Education Authority