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AMH 7-23-2026

Commonwealth of Kentucky

CONTRACT

Document Number: PON2 730 2600004789 **Version:** 1

Record Date:

Document Description: SUBRECIPIENT - AmeriCorps Program JCPS C6800

Cited Authority: CFDA 94.006
AmeriCorps State and National

Reason for Modification:

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Effective From: 09/01/2026

Effective To: 08/31/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Jefferson County Public Schools REACH Corps FY 27	\$0.000000	\$132,236.00	\$132,236.00

Extended Description:

This is a subaward of federal financial assistance.

This contract is established to administer a Subaward for an AmeriCorps program (Cost Reimbursement Subaward), as authorized under 45 CFR Part 2550, and in accordance with the grant application submitted to the federal agency by the organization. AmeriCorps State and National Grants are administered by the federal Corporation for National and Community Service (CNCS). The purpose of AmeriCorps State and National Grants awarded to eligible organizations is to engage AmeriCorps members in interventions to strengthen communities.

This Commodity Line:
100% Federal Funds
CFDA: 94.006
FAIN:

UEI: R5D3NH1SNPA7

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TOTAL CONTRACT AMOUNT	\$132,236.00
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SUBRECIPIENT Memorandum of Agreement Terms and Conditions

Regular (Government/Quasi-Governmental) (PON2)

This Memorandum of Agreement (MOA) is issued by the Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight on behalf of Department for Family Resource Centers and Volunteer Services, Serve Kentucky ("the Commonwealth") with Jefferson County Board of Education ("the Contractor"). For purposes of this agreement and all federal requirements incorporated herein, the Contractor shall be considered the "Subrecipient" as that term is defined in 2 CFR §200.1. The initial MOA is effective from 09/01/2026 through 08/31/2027.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

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

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

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

1.01 Terminology

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

Vendor: Contractor, Offeror, The Second Party, Proposer

Issuer of Contract: Buyer, Purchaser, Contract Officer

Commonwealth of Kentucky: Commonwealth, State

Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS

Fiscal Year: July 1 through June 30

Biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.02 Definitions/Acronyms

1. (PR) - Progress Report
2. (ASN) - AmeriCorps State and National
3. (FFR) - Federal Financial Report
4. (CFR) - Code of Federal Regulations
5. (NSCHC) - National Service Criminal History Check
6. (NOGA) - Notice of Grant Award
7. (PER) - Program Expense Report

SECTION 2 – SCOPE OF SERVICES

2.00 Services Required

The Jefferson Board of Education shall:

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Receive federal financial assistance to recruit, train, and supervise AmeriCorps members meeting critical community needs in the areas of education, disaster services, health, environmental stewardship, economic opportunity, service to veterans and military families, and other focus areas deemed important by Serve Kentucky Commissioners. The grant application on file with AmeriCorps, including any amendments, specifies the program design and size, including service activities for a team of members serving a term of service during the appropriate program year. The federal awarding agency issues an initial Notice of Grant Award (NOGA) and any subsequent amendments to Serve Kentucky, each accompanied by a Program Summary Chart and a Funding Summary Chart that outline the approved program scope and budget. The Funding Summary Chart identifies the amount of federal funds and required match for each subgrantee using unique grant identifying information for each program grant.

The Second Party shall operate their AmeriCorps program in accordance with Second Party's approved application for federal financial assistance. There are two types of programs authorized by AmeriCorps and covered under this agreement: Cost Reimbursement and Fixed Cost.

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

1. Provide training on prohibited and allowable service activities in the pre-service training for members and their site supervisors. Through proper record-keeping the program must demonstrate completion of prohibited and allowable activity training prior to the start of service for members and site supervisors, when requested. The Program agrees to display the Prohibited Activity poster provided by Serve Kentucky at all host site locations. The Program staff shall also review member's monthly activity report and journal entries to ensure further compliance.
2. Recruit members at the national level, using the online recruitment system provided by AmeriCorps. Members may be recruited at the state or local level via program or host site applications.
3. Recruit members who are a minimum of 17 years of age, have a high school diploma, General Educational Development (GED) equivalent, or who will obtain a diploma or equivalent prior to use of the education award.
4. Provide members with pre-service orientation before they report to their respective service sites. Programs should provide ongoing member training opportunities to ensure members have the requisite tools to successfully complete service and be prepared for life after AmeriCorps.
5. Recruited members must be a U.S. citizen, a U.S. National or a Lawful Permanent Resident Alien.
6. Ensure AmeriCorps branding requirements are followed:
 - a. Logo: Prominently display the standard AmeriCorps logo on websites, most notably on the home page and "About Us" sections. The logo is a registered service mark of AmeriCorps.
 - b. Language: Use standardized language to describe the program in press releases, public documents, and all speaking events to identify the organization's AmeriCorps affiliation.
 - c. Gear: Include the appropriate AmeriCorps logo on all gear for AmeriCorps-funded programs. Issue the AmeriCorps service gear to all members, who shall then be required to identify themselves as an AmeriCorps member, at all service times.
 - d. Sites: Display signs or posters that feature the AmeriCorps logo at all sites where AmeriCorps members are serving.
 - e. Public Materials: Subgrantees shall use the AmeriCorps name and logo on public materials such as stationery, application forms, recruitment brochures, online position postings, orientation materials, member curriculum materials, signs, banners, press releases, and publications related to their AmeriCorps program in accordance with AmeriCorps requirements and guidance provided.

Direct Link to federal brand guidelines: <https://pl.aprimocdn.net/ameri-corps/bab9be0f-b9a2-479c-9b3d-aff10123b542/ameri-corps-brand-guidelines-original-file.pdf>

 - f. Adhere to the appropriate federal fiscal year AmeriCorps State Terms and Conditions-Specific and Terms and Conditions-General.
7. Provide all site supervisors with an intensive training, prior to AmeriCorps member recruitment and placement, and consistently throughout the program year.
8. Conduct site visits either in person or via multi-channel communications to enforce program expectations. Topics discussed should include prohibited activity reminders, training events, supervisor roles and responsibilities, timesheet approval free of AmeriCorps prohibited activities, data and match reporting, goal development and objectives
9. Ensure partner sites play a role in recruitment of members, direct supervision, training or coaching support of members. Enforce participation in all required training events, calls, or meetings. Complete or provide input on

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member mid-year evaluations, for full, three-quarter and half-time members serving more than 10 months and end of year evaluations for all members regardless of slot type or term length.

10. Comply with the National Service Criminal History Check (NSCHC) requirements and maintain knowledge of current NSCHC requirements as promulgated by the federal AmeriCorps agency. Under the Serve America Act (SAA), all subrecipients must conduct NSCHCs on participants and program employees in AmeriCorps, AmeriCorps Seniors and any other programs funded by AmeriCorps under National Service laws. All employees, participants, and others who receive a salary (paid or in-kind), national service education award, living allowance, or stipend under AmeriCorps grants, must complete the checks prior to beginning employment or service. Subrecipients are strongly encouraged to incorporate suitability screening and institute a holistic framework for safeguarding beneficiaries of service. Under current federal AmeriCorps agency guidance, program staff whose activities are entirely covered in the indirect cost rate or cost allocation plan are not required to comply with NSCHC. Members aged 18 and older must receive a compliant NSCHC prior to beginning service. Members enrolled at age 17 are not required to undergo the NSCHC process. However, if the person turns 18 before the start of a subsequent term of service, NSCHC is required prior to the individual beginning a subsequent term of work or service. Unless otherwise specified by the federal AmeriCorps agency, the NSCHC requirement extends to all members and staff identified within the eGrants budget. See item 28, below, for further information. **A satisfactory criminal history check must be completed at least one day prior to any work or service by the individual.** Documentation as outlined within AmeriCorps and Kentucky AmeriCorps Program Director Guidance shall be maintained in the member's file and made available upon request by Serve Kentucky or the federal AmeriCorps agency. Designated staff members must complete NSCHC online training at least annually, or as directed by Serve Kentucky staff. Should the subrecipient be determined by the federal AmeriCorps agency to be non-compliant under the NSCHC Enforcement Guide issued by AmeriCorps, Serve Kentucky must enforce NSCHC cost-based disallowance with subrecipients for applicable NSCHC noncompliance, either through repayment of federal funds to AmeriCorps or performing an internal adjustment to the accounting records (offset) or reducing a payment to the subgrantee to ensure the disallowed costs are not charged to the federal award. Note that offset and reduced payment are only options when the prime grant is open, and all funding has not been drawn down from the Payment Management System (PMS). Serve Kentucky may utilize a manual hold of program reimbursement to ensure receipt of disallowed costs.

11. Adhere to all the requirements of the federally approved grant application, the AmeriCorps Grant Terms and Conditions, the Notice of Funding Opportunity (NOFO), Budget / Application Instructions, Performance Measure Instructions, Mandatory Supplemental Information, Serve Kentucky Request for Applications (RFA) and the subrecipient's federally approved plan, including continuation plan, attachments, and modifications. The Serve Kentucky AmeriCorps Program Director Guidance Document and the AmeriCorps Terms and Conditions (general terms and those specific to the grant year) are hereby incorporated by reference as if set forth fully herein and are available from the CHFS Department for Family Resource Centers and Volunteer Services and on the federal AmeriCorps website. Resources for state subgrantees, including terms and conditions, are located on the AmeriCorps website: <https://www.americorps.gov/grantees-sponsors/manage-your-grant>.

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

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

14. Ensure that member's service hours are earned according to the schedule agreed upon by the site, program, and member. Members may not earn paid leave. Programs must ensure that each volunteer has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the volunteer's term of service, the recipient must account for holidays and other time off and must provide each volunteer with sufficient opportunity to make up missed hours. Members must have detailed daily time logs of service and in accordance with the following:

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

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if the program has a policy allowing teleservice activity (Refer to the Serve Kentucky AmeriCorps Program Director Guidance).

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

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

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

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

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

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

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

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

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

21. Comply with the non-discrimination policy specific to AmeriCorps programs. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, parties may bring a complaint to the attention of the AmeriCorps federal agency.

22. In addition to the insurance requirements identified in Section 4 – Insurance Requirements below, subrecipient shall ensure coverage of AmeriCorps Members in addition to employees, as required by federal terms and conditions.

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

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

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

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

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

28. Special provisions for program types:

A. COST REIMBURSEMENT GRANTS

The Jefferson County Board of Education shall:

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

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

- a. Are verifiable from the Second Party's records;
- b. Are not included as match contributions for any other Federal award;
- c. Are necessary and reasonable for accomplishment of project or program objectives;
- d. Are allowable under 2 CFR 200, Subpart E—Cost Principles, where applicable;
- e. Are not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs and written authorization has been received from the other Federal program; and
- f. Conform to other provisions of 2 CFR 200, as applicable.

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

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

B. FIXED AMOUNT GRANTS

The Jefferson County Board of Education shall:

1. Provide administrative and financial management of the program in accordance with guidance provided by AmeriCorps and Serve Kentucky.
2. Comply with the requirements for fixed amount grants, as outlined in guidance issued by AmeriCorps and Serve Kentucky. Except for the requirements specifically attributable to allowable costs and application and financial reporting paperwork, all other requirements still apply, including but not limited to:
 - a. Full-time AmeriCorps members receive the minimum living allowances and are offered health care coverage.
 - b. Members meet National Service eligibility and criminal history check standards.
 - c. Programs implement AmeriCorps-compliant member timekeeping systems to track member service hours and activities.
 - d. Subgrantees and/or sites provide program management and supervision.
 - e. Performance measures are reported into programmatic performance oversight systems.
 - f. Programs contribute significant non-AmeriCorps funds to fully operate the program.
 - g. Follow the Uniform Administrative Requirements, including Single Audit requirements.
 - h. Follow program income use and earning requirements.
3. Professional Service Corps are not eligible for an advance of a federal AmeriCorps subaward.
4. NSCHC for members are required under the same rules as for cost reimbursement programs. The NSCHC annual training must be completed by all grant recipients and subrecipients each year, and the certificate of completion must be kept on file. Programs are strongly encouraged to review NSCHC guidance regularly to stay compliant.

C. PLANNING GRANTS

1. Planning Grant staff are not currently required to obtain NSCHC for staff until a full program with members is awarded to the subrecipient but must immediately comply if the federal AmeriCorps agency modifies this requirement.
2. Planning grants are exempted from member requirements listed in number 1 – 27, above. Planning grant activities should include development of Policy and Procedures for meeting the member criteria of number 1 – 27 above, assuming the subrecipient successfully applies for a full program with members.

2.01 Deliverables

In accordance with the AmeriCorps State and National Grants awarded by the federal AmeriCorps agency, the Second Party shall adhere to all Federal Goals and Performance Measures set forth in all Applications for Federal Assistance submitted as required to AmeriCorps for ASN Grants FY 2026 and FY 2027, which are incorporated herein by reference, as if fully set forth herein. Second party shall provide the AmeriCorps program, as outlined within the referenced application, from September 1, 2026, through August 31, 2027.

2.02 Reporting Requirements

The Jefferson County Board of Education shall:

1. Submit an end-of-year progress report including continuous improvement issues such as performance measures, volunteer management and recruitment, and member enrollment and retention statistics to Serve Kentucky, according to the schedule outlined below. All such reports shall be submitted using an online information system approved by Serve Kentucky. Electronic submission of all documents, reports and invoices shall be acceptable unless otherwise specified by Serve Kentucky.
2. Use the Serve Kentucky reporting systems to report service activities performed under this agreement. Second Party shall be required to meet any compliance activities associated with the federally-based electronic information system. All forms can be obtained from the electronic information system or Serve Kentucky Program Officer.

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3. Summary of Reports – Due Dates.

- a. End-of-Year Progress Report (Covers entire program year): Due no later than 30 days following the scheduled end of the program year.
- b. Program close-out documents: Due no later than thirty (30) days following the scheduled end of the program year.
- c. Invoices and Program Expense Reports (PERs): All forms are provided by Serve Kentucky, individualized for each program and program type. By submitting a PER or invoice, the individual submitting these forms certifies that program activities and expenditures meet all criteria for billing federal funds under the respective program type.
- d. Federal Financial Report (FFR): As of August 1, 2024, FFRs are no longer required to be submitted by subaward programs. Serve Kentucky submits reports to AmeriCorps for each prime, as required.
- e. Equipment and Residual Supplies Inventory statement: Due no later than thirty (30) days after the end of the three-year grant period or upon request of the Fiscal Grants Officer.

2.03 Subcontractors/2nd-Tier Subrecipients

The Subrecipient may not subcontract with any other party to perform any of the Subrecipient's obligations under this Contract.

2.04 Equipment

Purchase of equipment with contract funds may be allowed with prior approval

2.05 CHFS/Department for Family Resource Centers and Volunteer Services Responsibilities

The Jefferson County Board of Education may:

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

2.06 Monitoring Requirements

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

SECTION 3 – PRICING/INVOICING

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

1. General Requirements

The Jefferson County Board of Education acknowledges and agrees to comply with all applicable federal and state laws, regulations, and requirements established by the funding source(s) supporting this Contract.

If a final determination finds that such requirements were violated, or that any funds under this Contract were handled, spent, paid, matched, maintained, documented, or supported improperly, the Second Party shall be responsible for any resulting recoupment or damages suffered by the Cabinet. Such recoupment or damages shall be subject to the indemnification provisions of this Contract.

A detailed description of services performed must be included with each invoice submitted for payment.

2. Invoicing Overview

a. Submission Method:

All invoices must be submitted by email to CHFSServeKY@ky.gov using the Serve Kentucky payment request form.

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b. Timing:

Cost Reimbursement Grants: Invoices are due by the 15th of each month for expenses incurred in the previous month.

Fixed Amount Grants: Interim payments are issued every other month, with a final settlement following member exits, based on verified service completion.

c. Approved Budget Reference:

Payments under this Contract shall follow the budget submitted by the Second Party to AmeriCorps and Serve Kentucky. The approved budget contained in Serve Kentucky's Application for Federal Assistance to AmeriCorps, including any approved amendments, is incorporated herein by reference.

d. Pre-Award Cost Approval:

The Second Party funded under this Contract has been granted approval for pre-award costs for one month prior to the start of your program, from August 1, 2026 – August 31, 2026. You must maintain documentation of your pre-award cost approval. This approval supports specific cost categories. These pre-award costs are allowable only to the extent that they would have been allowable if incurred after the date of the grant award.

The following is a list of pre-award costs that are approved in support of the program:

- i. Personnel expense and benefits
- ii. Travel for staff
- iii. Equipment
- iv. Supplies
- v. Contractual and consultant services
- vi. Training for staff and prospective members
- vii. Evaluation
- viii. Other operating or support costs

Any documented pre-award costs incurred by the Second Party must be submitted with the first invoice for the month of September 2026.

3. Cost Reimbursement Grants

a. Monthly Invoices:

- i. Due by the 15th of each month.
- ii. Must include a Program Expense Report (PER) in the Excel format provided by Serve Kentucky.
- iii. The PER must reflect all expenditures for the prior month.

b. Documentation:

- i. Serve Kentucky may request supporting documentation (e.g., receipts, payroll records, general ledger reports) for any payment request.
- ii. The Second Party must provide such documentation promptly, including general ledger printouts and explanations of accounting codes when requested.

4. Fixed Amount Grants

a. Interim Payments:

- i. Serve Kentucky will issue interim payments after the first month of the program, followed by payments every other month through the end of the program year. A final settlement invoice will be issued after all members have exited, based on verified service completion.
- ii. For Professional Service Corps programs, three total payments will be made per program year, on a schedule determined by Serve Kentucky.

b. Verification Process:

- i. Serve Kentucky will generate a report every other month listing active and non-active members based on eGrants data.
- ii. Subrecipients must review, confirm, or dispute these listings prior to payment.
- iii. Interim payments are estimates based on enrollment and performance; they are not final payments for services rendered.

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iv. A final settlement will occur after all members have exited, based on verified service hours in eGrants.

c. Adjustments:

i. Serve Kentucky may adjust the interim payment schedule to prevent overpayment of federal funds.

5. Invoice Content and Standards (All AmeriCorps Programs).

The invoice must include, at a minimum:

1. Subrecipient's name and address
2. Document Number (PON2 or PON3 and DO)
3. Clearly listed dates of service (from and to)
4. Date of Invoice (date invoice is prepared)
5. Total amount due for the current billing cycle
6. Cumulative total for all invoices to date
7. Detailed description of services provided

Invoices that do not contain the above requirements will be rejected and returned to the Contractor for re-invoicing.

The Contractor shall maintain documents to substantiate invoices and shall provide upon request.

SECTION 4 – CHFS GENERAL TERMS AND CONDITIONS

Incorporated by Reference

Finance & Administration Cabinet Policy FAP 111-44-00

Memorandum of Agreement

4.00 Memorandum of Agreement Standard Terms and Conditions

4.00.01 Order of Precedence

In the event of any conflict or ambiguity between the provisions in the Agreement or any attached documents, the order of precedence shall be:

1. Procurement statutes, regulations, and policies;
2. This written Agreement; and
3. Any attachments, schedules, exhibits, or appendices to this Agreement.

4.00.02 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor believes contract modification is necessary, it shall promptly report such matters to the Issuer identified on page 1 for consideration and decision.

4.01 General Provisions

4.01.01 Headings

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

4.01.02 Notices

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

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4.01.03 No Required Use of Contract

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

4.01.04 Severability

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

4.01.05 Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liabilities, losses, and/or damages suffered or incurred that results from or arises out of (a) the Contractor's performance under the terms of this Contract; (b) the Contractor's or any of its employees' or subcontractor's negligent acts, omissions, intentional misconduct, or any dishonest, fraudulent, or criminal, acts, errors, or omissions; (c) the policies and procedures of the Contractor, including all Contractor employment practices during the term of this or any prior Contract with CHFS; (d) the unauthorized publication, translation, reproduction, delivery, use, or disposition of any CHFS data; or (e) the Contractor's failure to comply with any applicable state or federal laws or regulations.

If the Contractor is an agency of the Commonwealth of Kentucky, liability shall be governed by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

4.01.06 Sovereign Immunity

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

4.01.07 Force Majeure

Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement if such failure or delay is due to events or causes beyond the reasonable control of either Party. Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strikes or shortages, war, riots, or other civil unrest, state or national declared emergencies, pandemics, or public utility failures. However, CHFS retains the right to obtain any services elsewhere in the event of the Contractor's non-performance. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other as soon as possible of the existence of a force majeure event. To preserve this right as a defense, each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the force majeure event or otherwise waive this right as a defense to other Party's claim of non-performance.

4.01.08 Maintenance of Insurance

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

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

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

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

4.01.09 Compliance with Licensure, Permits, and Tax Obligations

The Contractor shall ensure that all licenses, certifications, registrations, and permits required for performance under this Contract are obtained, kept in good standing, and maintained throughout the term of the Contract. These documents shall be readily accessible and available for inspection upon request.

To the extent required by law, the Contractor shall be solely responsible for the payment of any taxes associated with this Contract, including but not limited to sales, use, personal property, income, and other applicable taxes. The Contractor shall also be responsible for all required federal (including FICA), state, and local tax withholdings.

4.01.10 Legal Proceedings

Except as specifically disclosed in writing to CHFS prior to the date of this Contract, the Contractor certifies it is not aware of any suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on this Contract or, if applicable, any subcontracts. The Contractor shall use reasonable efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

4.01.11 No Grant of Employment or Agency

Nothing in this Contract shall be construed as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, or evaluations. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract.

4.01.12 CHFS Discrimination Prohibited

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, or any other protected class identified in federal, state, or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws prohibiting discrimination.
2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.
3. In all program or service solicitations or advertisements related to this Contract the Contractor will set forth the provisions of this non-discrimination section.
4. The Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities. The Contractor agrees to post a notice in a conspicuous place, in an accessible format, informing individuals with disabilities about the availability of and the process for requesting free, reasonable accommodations and modifications.
5. The Contractor agrees to provide meaningful access and language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The Contractor agrees to post a notice in a conspicuous place informing individuals with limited English proficiency about the availability of free language assistance services in a language they can understand.

4.01.13 Staffing

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

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CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any Contractor staff that has been provided to perform Contract services, if, in CHFS's discretion, it is determined that their continued use is not in CHFS's best interests, that such staff fails to meet any Contract requirements, or that such staff has violated any state or federal law or violated any policies and procedures of CHFS.

4.02 Contract Performance

4.02.01 Service Delivery Requirements

All services provided by the Contractor shall comply with all applicable federal and state statutes and regulations.

4.02.02 Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup any overpayment, regardless of the reason. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon as possible before the end of this Contract.

4.02.03 Financial Record Retention

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

4.02.04 Confidential Information

The Contractor shall comply with applicable state and federal law, policies, and procedures governing access to and use of information and data provided by CHFS or collected by the Contractor under the Contract. The Contractor shall use such information or data only for purposes expressly authorized in this Contract and will maintain strict confidentiality in accordance with CHFS security and privacy standards. The Contractor shall ensure that all employees, agents, and subcontractors adhere to these requirements and shall maintain signed confidentiality agreements or equivalent binding policies with all personnel who may access CHFS data.

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

Prohibited Activities

The Contractor and its personnel are expressly prohibited from:

1. Uploading, sharing, or transmitting any CHFS information—including de-identified, aggregated, or anonymized data—into any non-CHFS-approved external artificial intelligence (AI) tools, platforms, or extensions (e.g., ChatGPT, Bard, Traciq AI, Read AI, or similar).
2. Transferring CHFS information to personal devices, removable media (e.g., USB drives), or unapproved storage locations.
3. Sending CHFS information through unsecured email or unapproved collaboration tools.
4. Using CHFS information for testing, demonstration, or non-contractual research purposes without written approval from CHFS.

Monitoring and Enforcement

CHFS reserves the right to monitor, audit, and investigate any suspected or actual unauthorized access, use, or disclosure of information. Violations of this section may result in:

- Immediate contract termination;
- Disciplinary or legal action against responsible individuals; and
- Reporting to regulatory or law enforcement authorities as applicable.

Exceptions

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from confidentiality;
2. Information already in the public domain through lawful publication; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

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4. Information required by law to be disclosed, provided that prior written notice is given to CHFS to allow for protective action.

4.02.05 HIPAA Confidentiality Compliance

If applicable, the Contractor agrees to comply the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.06 Response/Compliance with Audit Findings

The Contractor shall comply with and require any Subcontractor to comply with any findings of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle related to this Contract. Within thirty (30) calendar days of the Contractor's notification of noncompliance, the Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the identified deficiencies. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.08-Performance-Based Penalties.

4.02.07 Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under this Contract shall comply with 920 KAR 1:060, which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with 45 CFR 46 and the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB) requirements. The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.08 Performance-Based Penalties

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

1. Requirement of Corrective Action:

A. Letter of Concern

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

B. Corrective Action Plan

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

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

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt may result in up to a \$500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the deficiency. The Contractor shall request an extension of time in

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writing from the designated representative and state. The request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms - Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.09 Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents for this Contract, contact the Issuer identified on page 1.

4.02.10 Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data, communication, or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the Contractor

4.02.11 Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

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

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

The Contractor shall comply with the Commonwealth's policy on the use of Artificial Intelligence (AI).

4.03 Breach and Contract Termination

4.03.01 Remedies for Breach

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

4.03.02 Transition/Turnover/Closure

The Contractor shall give the Commonwealth at least thirty (30) days written notice of any insolvency, bankruptcy, dissolution, or the closure of business operations related to this Contract.

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Upon receipt of the notice of non-renewal or termination or the Contractor's closure of business operations, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS (or its designee) to effectively close out the Contract and transition to another Contractor or to perform the work in-house. The Contractor is responsible for the orderly transition of work and the accuracy of data in coordination with CHFS and any new Contractor.

Within three (3) business days of CHFS's determination to initiate transition activities, the Agency Contract Manager will provide written instructions to the Contractor regarding the required activities.

Activities may include, but are not limited to:

1. Submission of a detailed Transition Plan within three (3) business days of receipt of CHFS communication. Upon receipt, CHFS will review and, if acceptable, approve the Transition Plan within three (3) business days. If CHFS determines that the Transition Plan is missing necessary information, CHFS shall provide the Contractor with written instructions for the required information, and the Contractor shall amend the Transition Plan to include the necessary information.
2. If the Commonwealth determines the Contractor was providing necessary, direct public services, notification to any individual receiving such services of the non-renewal, termination, or closure of business operations, advising the individual of reasonable, alternative service options. Prior to distribution, the notification shall be sent to the Issuer for CHFS approval. The Contractor shall provide written certification to the Commonwealth once all individuals have been notified.
3. Deliver all documents, records, and appropriate reference materials, including data models and file documentation, by the date approved in the Transition Plan.
4. Deliver a final report on the status of contracted services. This report shall be provided to CHFS by the close of business on the date of termination.
5. Deliver a complete accounting report to CHFS within ninety (90) calendar days of the effective date of termination.
6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records submitted. This assistance shall be provided to CHFS for a minimum of ninety (90) calendar days following the effective date of termination.

The Contractor shall be responsible for paying any additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data, or materials within the agreed time frames in the Transition Plan.

4.03.03 Disputes

The parties agree to take reasonable steps to resolve any disputes arising under this Contract.

4.04 Miscellaneous Provisions

4.04.01 Advertising Award Prohibition

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

4.04.02 Bankruptcy

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

1. All defaults under this Contract are promptly cured;
2. The Commonwealth is promptly compensated for the monetary damages incurred as a result of such default; and
3. Adequate assurance of future performance, as determined by the Commonwealth, is provided.

4.04.03 Code of Ethics

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

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4.04.04 Notices and Pamphlets

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

4.04.05 Scientific Misconduct

If applicable, the Contractor shall establish a procedure for the investigation, appeal, and disposition of complaints alleging misconduct in research projects funded by federal funds or Public Health Services research grants. Such policies and procedures shall comply with 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS of any activity reported to the Contractor under this section.

4.04.06 Intellectual Property

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

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

4.04.07 Business Associate Agreement

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

4.04.08 Record Checks

If Federal Tax Information is accessed or used, prior to any use or access, a criminal background check pursuant to 900 KAR 1:009 is required. No use or access will be permitted if the requirements of 900 KAR 1:009 are not met. If an individual providing services under the contract has resided or worked in a state other than Kentucky, a satisfactory records check shall be required of that state as well.

SECTION 5 – FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, including Appendix II, Subpart D, Subpart E, Subpart F, and §200.332, as applicable to subrecipient agreements.

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

5.00.01 Clean Air Act and Federal Water Pollution Control Act

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

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

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment. For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

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5.00.03 Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5.00.04 Equipment

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds without prior written approval from the Agency.

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract must be allowable under 2 CFR 200 and may require prior approval by the Cabinet and/or the federal awarding agency, as specified in the federal award terms.

The contractor is responsible for maintaining an inventory tracking log of all equipment (regardless of acquisition price) purchased with funds from this contract. The inventory log must include all of the following information:

1. Description of the Property
2. Serial Number
3. Source of Funding for the Property (including FAIN for Federal Awards)
4. Who the property is assigned to
5. The acquisition date of the property
6. The cost of the property at purchase
7. Percentage of federal funds used to acquire the property
8. Location of the property
9. Use and condition of the property
10. Any disposition data for property disposed of during the contract cycle

The Agency will send information notifying contractors that this inventory log will be due by February 1st of each contract cycle year. Contractors will be required to sign a declaration form declaring that the inventory reported was correct to the best of their knowledge. Contractors will also need to review the "Contractor Inventory Tracking Guide" that will be sent out with the letter in December and declare on the declaration form that they have reviewed it.

The physical inventory and Inventory Training Declaration signed form will need to be returned via email to CHFSServeKY@ky.gov:

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Per the Code of Federal Regulations 2 CFR 200.313(d)(3) a control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property purchased with contract funds. Contractors will be required to have policies in place for equipment purchased with contract funds that will prevent the loss, theft, and/or damage of the property. Contractors should ensure that all staff using equipment purchased with contract funds are aware of these safeguards.

Per the Code of Federal Regulations 2 CFR 200.313(d)(2) a physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

The contractor will be responsible for cooperating with the Agency to complete the physical inventory.

5.00.05 Telecommunications and Video Surveillance Services or Equipment

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

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

5.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR 200.322:

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

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR 200.323, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.01 Subrecipient Provisions

This Contract has been identified as a subrecipient agreement. The Contractor and all lower tier subrecipients shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), the terms and conditions of the federal award, and the federal funding agency's implementing regulations.

Unless otherwise indicated by this Agreement, this subaward does not include Research and Development.

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The Contractor shall be fully liable for any federal disallowances or refunds related to deficiencies identified in audit, monitoring, or state or federal review.

5.02 Pass-Through Entity Requirements – Federal Award Identification, Performance, and Monitoring

5.02.01 Federal Award Identification

In accordance with 2 CFR §200.332(a)(1), the following federal award identification information is applicable to this subaward and is hereby incorporated into this Agreement by reference to the federally approved grant application, Notice of Award, and any applicable attachments to this Contract.

5.02.02 Scope of Work and Federal Program Objectives

The Contractor shall perform the Scope of Work in a manner consistent with the purpose, objectives, and conditions of the federal award. All costs incurred must be allowable, allocable, reasonable, and necessary to accomplish the federal program objectives.

5.02.03 Performance Measurement and Reporting

The Contractor shall submit programmatic performance reports in the form, content, and frequency required by CHFS and/or the federal awarding agency. Performance reports shall include measurable outputs and outcomes aligned with federal program goals. Failure to submit required reports may result in enforcement action.

5.02.04 Financial Reporting

The Contractor shall submit financial reports and supporting documentation as required by CHFS and the federal awarding agency to support reimbursement requests and demonstrate compliance with the approved budget and federal cost principles.

5.02.05 Monitoring and Access to Records

CHFS reserves the right to monitor the Contractor's programmatic and financial performance through desk reviews, on-site reviews, and other monitoring activities. The Contractor shall provide CHFS, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to records, personnel, and facilities as necessary for monitoring, audit, and oversight purposes.

5.02.06 Remedies for Noncompliance

In accordance with 2 CFR §200.339, if the Contractor fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, CHFS may impose remedies including withholding payments, disallowing costs, suspending or terminating the Agreement, or other remedies permitted by law.

5.02.07 Applicability of Federal Requirements

In addition to 2 CFR Part 200, the Contractor is subject to all applicable federal statutes, regulations, executive orders, and the terms and conditions of the prime federal award, including any special conditions imposed by the federal awarding agency. Compliance is required regardless of whether such requirements are expressly restated in this Agreement.

5.02.08 Risk-Based Monitoring

CHFS shall monitor the Contractor's use of federal funds based on an assessment of risk in accordance with 2 CFR §200.332(d). Monitoring activities may include financial and programmatic reviews, desk reviews, on-site monitoring, review of audit reports, and follow-up on corrective actions. CHFS may provide technical assistance as needed to address identified deficiencies.

5.02.09 Program Income

Unless otherwise authorized in writing by CHFS and the federal awarding agency, any program income generated under this Agreement shall be used, reported, and disposed of in accordance with 2 CFR §200.307 and the terms of the federal award.

5.02.10 Closeout Requirements

Upon expiration or termination of this Agreement, the Contractor shall comply with closeout requirements in accordance with 2 CFR §§200.344–200.345, including submission of all final financial, performance, and property

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reports; return of any unspent or disallowed federal funds; and disposition of federally funded property as directed by CHFS.

The Contractor shall retain all records related to this subaward for three (3) years from the date of submission of the final expenditure report, or longer if required due to audit, litigation, or claim, in accordance with 2 CFR §200.334.

5.02.11 Flow-Down Requirements

The Contractor shall ensure that all applicable federal statutes, regulations, and award conditions are included in any lower-tier subawards and that lower-tier subrecipients comply with all applicable federal requirements.

5.03 Federal Funding Accountability and Transparency Act Compliance

In accordance with 2 CFR, Part 170, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), including registration of a unique entity identifier number if the amount of federal funding awarded to the Contractor is \$25,000.00 or more.

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

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

5.04 Audit Requirements

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

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with a corrective action plan shall be submitted to the Issuer identified on page 1 within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

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

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

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

5.05 Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any Contractor's or Subcontractor's compliance with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract.

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5.06 Reporting Requirements

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b). Notice of audit completion and availability shall be provided to the individual identified on page 1 of the Contract within ten (10) calendar days of submission to the Federal Audit Clearinghouse. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the Issuer identified on page 1 no later than six (6) months following the end of the audited fiscal year, unless an extension is approved in writing by CHFS.

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

5.07 Cost Share or Matching

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

- Are verifiable from the Contractor's records;
- Are not included as match contributions for any other federal award;
- Are necessary and reasonable for the accomplishment of project or program objectives;
- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;
- Are not paid by the federal government under another federal award, except where federal law specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and
- Conform to the other provisions of 2 CFR, Part 200 and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.08 Certification Regarding Drug-Free Workplace

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

5.09 Additional Subrecipient Requirements (2 CFR §200.332 Compliance)

5.09.01 Applicability of Federal Requirements

In addition to 2 CFR Part 200, the Contractor is subject to all applicable federal statutes, regulations, executive orders, and the terms and conditions of the prime federal award, including any special conditions imposed by the federal awarding agency. Compliance is required regardless of whether such requirements are expressly restated in this Agreement.

5.09.02 Risk-Based Monitoring

CHFS shall monitor the Contractor's use of federal funds based on an assessment of risk in accordance with 2 CFR §200.332(d). Monitoring activities may include financial and programmatic reviews, desk reviews, on-site monitoring, review of audit reports, and follow-up on corrective actions. CHFS may provide technical assistance as needed to address identified deficiencies.

5.09.03 Program Income

Unless otherwise authorized in writing by CHFS and the federal awarding agency, any program income generated under this Agreement shall be used, reported, and disposed of in accordance with 2 CFR §200.307 and the terms of the federal award.

5.09.04 Closeout Requirements

Upon expiration or termination of this Agreement, the Contractor shall comply with closeout requirements in accordance with 2 CFR §§200.344–200.345, including submission of all final financial, performance, and property reports; return of any unspent or disallowed federal funds; and disposition of federally funded property as directed by CHFS.

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5.09.05 Indirect Rate (de minimis)

The Contractor shall be reimbursed for indirect costs only when the Contractor incurs indirect costs in addition to costs that are reimbursed as direct program costs. Indirect cost rates shall be recognized in the following order:

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

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

If options 1 or 2 above are not utilized, the Contractor may elect to utilize the de minimis rate (15% of Modified Total Direct Costs) as in 2 CFR 200.414(f), for requesting reimbursement for indirect costs as a Contractor, to be applied to federal programs except where limited by federal law.

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Memorandum of Agreement Standard Terms and Conditions

Revised July 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 and/or subrecipient'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 and/or subrecipient 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 and/or subrecipient 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

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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 and/or subrecipient's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor and/or subrecipient, 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 and/or subrecipient 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/or subrecipient and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor and/or subrecipient 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 and/or subrecipient or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient 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.

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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 and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- (a) The Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient 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 and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor and/or subrecipient 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 and/or subrecipient's commitments under this nondiscrimination clause.

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

Each Contractor and/or subrecipient 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.

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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.

9.0 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or 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 agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

- (1) Contract and/or delivery order number;
- (2) Name of Contractor Entity or Individual;
- (3) Contractor designated point of contact;
- (4) Unique Invoice Number;
- (5) Invoice Date;
- (6) Item numbers;
- (7) Descriptions of goods or services provided;
- (8) Sizes of goods provided;
- (9) Quantities provided;
- (10) Unit prices; and
- (11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

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<https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25th) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

<https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx>

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.

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Approvals

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

CHFS Cabinet Approval:

Signature

Title

Printed Name

Date

Contractor Approval:

Signature

Title

Printed Name

Date

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Date