

**BIG SANDY AREA DEVELOPMENT DISTRICT  
KY WORKS PROGRAM CONTRACT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July 2020 by and between the Big Sandy Area Development District, Inc., 110 Resource Court, Prestonsburg, KY 41653, hereinafter referred to as the ADD, the designated agent of the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, hereinafter referred to as the Cabinet or DCBS, and Kentucky Educational Development Corporation, 904 West Rose Road, Ashland, KY 41102, hereinafter referred to as Second Party.

WHEREAS, the ADD, through the Family Support Act of 1988, P.L. 100-485, in the exercise of its lawful duties authorized pursuant to a contract, CHFS No. PON 2 736 2000001574 with the Cabinet for the provision of certain planning, fiscal, and administrative services to the Cabinet under Kentucky's Transitional Assistance Program (KTAP) and the Kentucky Works Program contained within the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104 – 193, and in accordance with the applicable state and federal laws and regulations, has determined upon the necessity of the performance of the following function briefly described as:

Administer, develop and provide Cabinet approved training activities, "Carter County Works", to TANF clients in Carter and surrounding counties as referred by DCBS staff at the facilities of West Carter Adult Education Center, 333 Warrior Drive, Bldg. 4, P. O. Box 1412, Olive Hill, KY 41164. Oversee and administrate all functions of the "Works" program and coordinate such activities with the designated BSADD Regional KWP staff and local DCBS KWP Staff.

WHEREAS, the Second Party is actively engaged in the delivery of training services, which are appropriate for individuals, enrolled in the KY Works program and who are residents of the area served by the ADD.

NOW THEREFORE, the ADD and Second Party agree as follows:

**A. RESPONSIBILITIES OF THE SECOND PARTY:**

1. Act as the employer and perform all administrative duties in relation to the "Carter County Works" Program. Assure that the functions described with particularity in the position descriptions are performed, as well as the programmatic requirements set forth by the Regional Kentucky Works Program. The original submitted and approved program narrative, overview and scope of services is hereby made a part of the agreement and is fully incorporated herein and kept on file at the facilities of the Big Sandy Area Development District, 110 Resource Court, Prestonsburg, KY, 41653.

2. Coordinate all activities and events with the designated Regional KY Works Program Planner, KWP Employment Specialist and DCBS case managers.
3. Assist and transition a minimum of 50% KTAP clients served into paid employment positions. Assure all clients are referred to the BSADD Employment Specialist for job development and placement services.
4. Enroll and serve a minimum of **60 KTAP/DCBS clients** referred by DCBS.
5. Refer clients in coordination with DCBS case managers, to any needed services identified, which cannot be offered by the project.
6. Availability of Information-Provide information upon request of the ADD concerning all activities performed pursuant to this contract.
7. Maintain financial and program records as required by the ADD and/or the Cabinet.
8. Monitor and track program activities and success rates.
9. Provide program reports to Regional KY Works Program, 110 Resource Court, Prestonsburg, KY 41653 by the fifth (5<sup>th</sup>) day of the subsequent month.
10. The Second Party agrees that the ADD, the Cabinet and/or federal grantor agency, the Comptroller General of the United States and/or Kentucky Auditor of Public Accounts, and/or of their duly authorized representatives or agents including independent auditors, shall have access to any books, documents, papers, and records of the Second Party which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Ensure that all clients served are KTAP/DCBS eligible.
12. Ensure that facilities and work sites comply with all applicable regulations and standards promulgated by the U.S. Department of Labor (Occupational Safety and Health Act of 1970); the State Department of Labor, KRS Ch. 338 (Kentucky Occupational Safety and Health Act); and the State Department Housing Buildings, and Construction, Fire Prevention statutes, KRS Ch. 227.
13. The Second Party agrees and covenants that it will be responsible for any and all losses, claims, expenses, actions, causes of action, costs, damage, and any obligations, final or otherwise, arising from any and all acts of its

agents, employees or licensees, hereunder that result in injury to persons, damage to property, or loss arising from performance of this contract including negligence in the performance of any duties or responsibilities which the Second Party has under this contract.

14. Immediately report all job or training related injuries to the DCBS case manager and the Cabinet.
15. The Second Party agrees to maintain as confidential any information acquired or provided by the ADD/Cabinet consistent with the requirements of KRS 205.175 and 45 CFR 205.50, and further agrees not to release such information to any person, partnership, corporation or association without the written approval of the ADD/Cabinet or the KTAP participant.
16. The Second Party is to be the subject employer for the purpose of workers' compensation liability for its employees pursuant to KRS Chapter 342.
17. The Second Party agrees to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.
18. The contractor will not discriminate against any employee or applicant for employment on the basis of handicap, race, religion, color, national origin, sex or age.
19. Assures that all contracted services are provided and maintained on a continuing basis throughout the contract period and are provided in compliance with any requirements attached hereto.
20. For the Second Party performance of the functions described herein before, the Second Party understands that the ADD shall provide payment on a reimbursement basis, for this contract upon receipt of a properly documented **invoice**, which shall be submitted **monthly**.
21. The Second Party's fee relative to the performance of the services described herein **shall not exceed** a total of **\$78,763.00** and the period within the current fiscal year in which the subject services are to be performed is from **July 1, 2020 to June 30, 2021**.
22. Activities under this agreement cannot be subcontracted.
23. Accurate, current and complete disclosure of the financial results of the functions/services performed under this contract in accordance with

24. reporting requirements set forth in this agreement and OMB Circular A – 133.
25. Procedures for determining reasonableness, and allow ability of costs in accordance with provisions of OMB Circular A – 102, CFR Part 74, 45 CFR Part 92 excluding 92 30 (D) (4) and appropriate approved cost allocation plans of the Second Party.
26. No state funds appropriated to the Second Party pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any Federal or State legislation, or the outcomes of any Federal, State, or Local election, referendum, or initiative.

**B. RESPONSIBILITIES OF THE ADD:**

1. The BSADD will ensure through on going monitoring, coordination and technical support that all required activities are being performed through coordination with the Regional KY Works Program staff and local DCBS staff.
2. The BSADD will remit payment to the Second Party monthly, upon submission by the Second Party of appropriate invoice(s) and documentation. Payment by the ADD to the Second Party shall be made on a cost reimbursement basis not to exceed **\$78,763.00** as outlined in the attached budget.
3. Provide BSADD/KWP support staff on site.
4. Monitor activities performed, pursuant to this contract, a minimum of monthly by BSADD/KWP Planner during the contract period.
5. Notify the Second Party of any program deficiencies and problems with the performance in writing.

Either party shall have the right to terminate this agreement for convenience at any time upon 30 days written notice served upon the other party by certified mail. In addition, either party may terminate this agreement immediately for cause upon written notice served upon the other party.

**AMENDMENTS/MODIFICATIONS**

Modifications or amendments may be made to this contract in accordance with KRS 45A. The Second Party may request a modification by submitting a written request to the BSADD/Regional Kentucky Works Program, 110 Resource Court, Prestonsburg, KY

41653. Modifications are not in effect until written approval is received from the BSADD Regional KY Works Program. The Second Party shall not request a modification or an amendment within the last 60 days of the contract period.

**INVENTORY RETENTION**

The Cabinet/BSADD retains the right to ownership and physical possession of all equipment, furniture and training supplies purchased with funds from this contract.

**PURCHASING AND SPECIFICATIONS**

The Second Party certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky. For the purpose of this agreement, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

**CONFLICT OF INTEREST LAWS AND PRINCIPLES**

The Second Party hereby certifies by his signature hereinafter that he is legally entitled to enter into the subject contract with the ADD/Commonwealth of Kentucky and certifies that he is not and will not be violating either directly or indirectly any conflict of interest statute (KRS 45A/330 – 45A.340, 45A.990, 164.390, 210.110, 210.990 (1), or any other applicable statute) or principle by the performance of this contract.

**CHOICE OF LAW FORUM PROVISION**

The laws of the Commonwealth of Kentucky shall govern any questions as to the execution, validity, interpretation and performance of this Agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Floyd County Circuit Court of the Commonwealth of Kentucky.

**EXECUTED** by signature as so authorized by the respective governing bodies of the parties to this Agreement.

**BIG SANDY AREA DEVELOPMENT DISTRICT**

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By: Ben Hale, Executive Director

Date

**KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION**

*Nancy Hutchinson*  
By: Nancy Hutchinson, Director

*6/29/20*  
Date

*W. L. P.*  
KEDC Board Chairman

*6-29-20*  
Date

**KEDC  
CARTER WORKS PROJECT  
FY2021  
BUDGET**

PERSONNEL COSTS:

Job Readiness Instructor (fringe included)	34,300.00
Computer Instructor (fringe incl)	38,638.00

TRAINING MATERIALS & SUPPLIES:	1,500.00
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COPIER MAINTENANCE CONTRACT	625.00
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ADMINISTRATIVE COSTS:	3,700.00
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<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$ 78,763.00</b>
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