



# Commonwealth of Kentucky CONTRACT

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Memorandum of Agreement - Non Profit 501 (c) 3

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Effective From: 2020-07-01

Effective To: 2021-06-20

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administrative Services, all kinds	50.000000	\$183,301.56	\$183,301.56

**Extended Description:**

The purpose of this agreement is to facilitate Pre-employment transition services to youth considered potentially eligible for Vocational Rehabilitation services through transition services.CFDA# 84.126A For more information, please see terms and conditions.

**Shipping Information:**Office of Vocational Rehabilitation - Frankfort  
500 Mero Street, 4th Floor NE

Frankfort KY 40601

**Billing Information:**Office of Vocational Rehabilitation - Frankfort  
500 Mero Street, 4th Floor NE

Frankfort KY 40601

**TOTAL CONTRACT AMOUNT: \$183,301.56**

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**Memorandum of Agreement**  
**Between**  
**Education and Workforce Development Cabinet**  
**Office of Vocational Rehabilitation**  
**And**  
**Kentucky Educational Development Corporation**  
**(KDEC)**

**This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Vocational Rehabilitation ("the Commonwealth") and Kentucky Educational Development Corporation ("the Contractor") to establish an agreement for the provision of Pre-Employment Transition Services for students with disabilities and between the ages of 14 and 21 to enhance their skills and readiness for post-secondary employment and training. The initial MOA is effective from July 1, 2020 through June 20, 2021.**

**Establishment Authority:**

**WHEREAS The provision of Pre-Employment Transition Services is mandated by the Workforce Innovation and Opportunity Act in SEC. 422. PRE-EMPLOYMENT TRANSITION SERVICES (Pre-ETS). Part B of title I (29 U.S.C. 730 et seq.) is further amended by adding at the end the following: "SEC. 113. PROVISION OF PRE-EMPLOYMENT TRANSITION SERVICES. "(a) IN GENERAL.—From the funds reserved under section 110(d), and any funds made available from State, local, or private funding sources, each State shall ensure that the designated State unit, in collaboration with the local educational agencies involved, shall provide, or arrange for the provision of, pre-employment transition services for all students with disabilities in need of such services who are eligible or potentially eligible for services under this title. "(b) REQUIRED ACTIVITIES.—Funds available under subsection (a) shall be used to make available to students with disabilities described in subsection (a)— "(1) Job exploration counseling; "(2) work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible; "(3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education; "(4) workplace readiness training to develop social skills and independent living; and "(5) instruction in self-advocacy, which may include peer mentoring. "(c) AUTHORIZED ACTIVITIES.—Funds available under subsection (a) and remaining after the provision of the required activities described in subsection (b) may be used to improve the transition of students with disabilities described in subsection (a) from school to postsecondary education or an employment outcome by— "(1) implementing effective strategies to increase the likelihood of independent living and inclusion in**

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**communities and competitive integrated workplaces; “(2) developing and improving strategies for individuals with intellectual disabilities and individuals with significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment; “(3) providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities; “(4) disseminating information about innovative, effective, and efficient approaches to achieve the goals of this section; “(5) coordinating activities with transition services provided by local educational agencies under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.); “(6) applying evidence-based findings to improve policy, procedure, practice, and the preparation of personnel, in order to better achieve the goals of this section; “(7) developing model transition demonstration projects; “(8) establishing or supporting multistate or regional partnerships involving States, local educational agencies, designated State units, developmental disability agencies, private businesses, or other participants to achieve the goals of this section; and “(9) disseminating information and strategies to improve the transition to postsecondary activities of individuals who are members of traditionally unserved populations.**

**WHEREAS, All contracted activities must focus exclusively on school students with disabilities, age 14-21, in need of pre-employment transition services who are eligible or potentially eligible for the Office of Vocational Rehabilitation services.**

**WHEREAS, A “Student with a disability” is an individual with a disability in a secondary, postsecondary, or other recognized education program who is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or is an individual with a disability, for purposes of section 504. In Kentucky, students ages 14-21 are considered students with a disability.**

**WHEREAS, “Potentially Eligible” defined in 34CFR361.48(a) means all students with disabilities who satisfy the definition in 34CFR361.5(c)(51), regardless of whether they have applied, and been determined eligible, for the VR program. The term “potentially eligible” is applicable only when implementing the requirements governing pre-employment transition services in §361.48(a).**

**WHEREAS, Pre-employment Transition Services as required under the Workforce Innovation and Opportunity Act. Additionally, the Act requires that states reserve 15% of their federal VR allotment to provide Pre-employment Transition Services to students with disabilities. The required activities allowed under the law are:**

- **Job exploration counseling**
- **Work-based learning experiences**
- **Counseling on post-secondary education opportunities**
- **Workplace readiness training to develop social skills and independent living skills**
- **Instruction in self-advocacy**

Now, therefore, the parties agree as follows:

#### **COVID-19 Terms**

Due to the outbreak of the COVID-19 virus, the KY Office of Vocational Rehabilitation (OVR) has been instructed to cease all in-person services. Our primary concern is the health and safety of our consumers, staff, and partners. During the contractual timeframe of July 1, 2020 through June 30, 2021, if Executive Order # 2020-215 is in place which prevents in - person services, the vendor must comply with the following procedure:

During the period of COVID-19 the following terms should apply:

1. **Substantive services must continue to be provided to consumers. Substantive services may include but are not limited to resources for distance service delivery listed at: <http://www.wintac.org/content/resources-distance-service-delivery#tech>**
2. **In order for services to be reimbursed substantive services must be rendered.**
3. **While the Executive Order #2020-215 is in place, service providers may implement accessible training activities using a computer - based training platform that allows for face-to-face interaction. As part of this process, the service provider must evaluate the consumer's ability to actively participate in computer-based training, including identifying whether the customer has the computer resources available.**
4. **Prior to providing services on a remote basis to OVR consumers, a plan of service to the OVR Pre-Employment Transition Administrator detailing your methods of providing remote services.**
5. **The provider must have documentation from OVR agreeing to the virtual services plan. The provider is required to use the Kentucky Pre-Employment Transition Services Data reporting system.**
6. **All invoices for services should include the following information:**
  - a. **specific consumer name**
  - b. **the specific service provided**
  - c. **the date of service provision**

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**d. the timeframe of the services delivered**

**7. OVR has the right to terminate this agreement upon 30 days written notice in the event that:**

- (a) a vendor is unable to provide services remotely; or**
- (b) a consumer cannot participate in computer based training, and/or;**
- (c) OVR did not approve the training plan**

**If you a provider of Pre-Employment Transition Services, you may contact Dorothy.Jenkins@ky.gov to request approval of the content and methods of providing Pre-ETS remotely.**

**Scope of Services:**

**KEDC has 1,407 eligible students in the region for services. KEDC estimates they will provide services to 100 students but will strive to provide services to all eligible students in the region. Service provided will be based upon data compiled from surveying teachers regarding needs in the 5 areas of services. This includes information on career pathways, local opportunities and post-secondary experiences available in the region.**

**KEDC will provide the following Pre-ETS activities:**

**Job Exploration**

- Share and discuss local labor market information**
- Arrange a panel of local employers to meet with students**
- Host Life After High School Conferences**
- Host Transitioning into Tomorrow Conference**
- Work with students to complete vocational interest inventories**
- Provide information about career pathways and help students identify career pathways of interest to them**
- Provide information about in-demand industry sectors and occupations with specific focus on opportunities in the community**
- Develop local industry tours of facilities and meetings with HR representatives**
- Host reverse career fairs within communities in the region**

**Work-based Learning**

- Coordinate informational interviews through the use of reverse career fairs**
- Conduct work-site tours to learn about necessary job skills in various business settings**

**Counseling on Postsecondary Educational Programs**

**Tour university and community college campuses (MSU, EKU, Marshall University, ACTC, MCTC, BSCTC) and talk with disability service coordinators on each campus**

**Provide information about college application and admissions processes**

**Provide resources that may be used to support individual student success in education and training (i.e., disability support services)**

**Plan visits to local Job Corps campuses**

**In school workshops with Carl Perkins Center representatives**

**Discuss the difference between special education services in K-12 education and post-secondary education disability services**

**Discuss adult services and benefits that can be used during college attendance and provide information on:**

- course offerings**
- career options**
- types of academic and occupational training needed to succeed in the workplace**
- post-secondary opportunities associated with career fields**

**Workplace Readiness Training**

**Provide lessons on strategies to support independence at work such as time management, self-monitoring performance, and accepting constructive feedback**

**Conduct simulations to develop social and communication skills**

**Develop financial literacy; including banking and budgeting skills**

**Provide role-play experiences for working as a team**

**Develop communication and interpersonal skills**

**Develop job-seeking skills**

**My hometown tours for students to identify resources within community**

**Instruct students on understanding employer expectations for punctuality and performance, as well as other "soft" skills necessary for employment**

**Instruction in Self-Advocacy**

**Conduct a panel presentation of recent graduates to share their experiences**

**Discuss with student how their disability impacts them and identify strategies that may assist them at school, work and socially**

**Teach students about and discuss rights and responsibilities**

**Teach students how to request accommodations or services and supports**

**Assist students in communicating their thoughts, concerns, and needs, to prepare them for peer mentoring opportunities with individuals working in their area(s) of interest**

**Coordinate informational interviews through the use of reverse career fairs**

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**Services will be provided using the following curriculums:**

**MEI Lessons for Teaching Self-Awareness & Self-Advocacy-The MEI Lessons consist of ten units developed for the purpose of teaching critical transition knowledge and skills to high school students with disabilities. The lessons include detailed step-by-step lesson plans, pencil-paper activities, discussion and group activities. Lessons and resources are available online and can be adapted to meet student needs.**

**Skills to Pay the Bills Mastering Soft Skills for Workplace Success- This curriculum is developed by ODEP focused on teaching "soft" or workforce readiness skills to youth, including youth with disabilities. Created for youth development professionals as an introduction to workplace interpersonal and professional skills, the curriculum is targeted for youth ages 14 to 21 in both in-school and out-of-school environments. The basic structure of the program is comprised of modular, hands-on, engaging activities that focus on six key skill areas: communication, enthusiasm and attitude, teamwork, networking, problem solving and critical thinking, and professionalism.**

**Career One Stop Videos- These career videos are organized into 16 clusters, or related types of work. Students can select a category to view a list of videos related to that cluster. Videos include career details such as tasks, work settings, education needed.**

**O\*NET- This program is the nation's primary source of occupational information. Central to the project is the O\*NET database, containing information on hundreds of standardized and occupation-specific descriptors. The database is continually updated by surveying a broad range of workers from each occupation and will be utilized by students to explore career opportunities.**

**Staff providing Pre-Employment Transition Services will participate in professional learning activities that will assist them in working effectively with employers and students with disabilities. Examples of such training/activities include:**

**Kentucky Association of People Supporting Employment Conference- opportunities for networking and opportunities to increase knowledge of strategies to ensure equitable employment for individuals with disabilities**

**National Association of People Supporting Employment Conference- opportunities for networking and opportunities to increase knowledge of strategies to ensure equitable employment for individuals with disabilities**

**Kentucky Council for Exceptional Children Conference- opportunities for networking with school districts and agencies that provide services to students with disabilities and opportunities to increase knowledge of disabilities and transition**

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**activities/requirements**

**Regional Transition Cadres- KEDC hosts quarterly cadre meetings with high school teachers to provide training and resources related to transition services**

**Regional Interagency Transition Team (RITT)- networking opportunity to learn about specific regional agencies and what they can provide to students**

**Kentucky Interagency Transition Council (KITC)- networking to gain knowledge of the agencies that are available to serve students with disabilities**

**Regional Interagency Council (RIAC)- RIACs meet monthly and are made up of community partners representing the education system, family resource youth service centers, mental health centers, public health, community based services, courts, juvenile justice, youth, parents, and other community agencies that provide services and supports to children, adolescents and transition-age youth and their families.**

**Recorded and Live Trainings on WINTAC website- Working Together with State Vocational Rehabilitation Agencies and their partners to effectively implement the requirements of WIOA**

**KentuckyWorks Webinars - Transition 101, 102, & 103**

**KEDC will employ 1.5 staff members with a minimum of a Bachelor's degree in a related education, counseling or human services field and/or have experience or be knowledgeable about disability programs and policies to include vocational rehabilitation, special education, career and technical education, career pathways, etc.**

**Staff will ensure that all necessary information, including getting permission from the parent, guardian, or student over the age of eighteen (18), including verification of the student having a disability that is documented through an IEP, 504 plan, or medical documentation of a disability. The provision of services to students with disabilities cannot begin until all information is received, and a Vocational Rehabilitation Administrator gives notification that the student can start receiving services.**

**KEDC will be required to provide quarterly reports, including the number of hours for each service for each student, and a report for each student summarizing what was provided under each required service. For each contract year, quarterly reports will be needed by the following dates:**

**Quarter 1- July 1-September 30- Due October 15<sup>th</sup>**

**Quarter 2- October 1- December 31- Due January 15<sup>th</sup>**



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**Quarter 3- January 1- March 30- Due April 15<sup>th</sup>**  
**Quarter 4- April 1-June 30- Due June 30<sup>th</sup>**

**Pricing:**

**Budget 2020-21**

0110	Salaries:	
	Julia 220 days	\$63,465.60
	Lacey 110 days	\$37,029.30
0222	Medicare	\$1,457.18
0231	KTRS	\$16,184.70
0253	Unemployment	\$108.00
0260	Worker's Comp	\$371.83
0291	Sick Leave	\$1,004.95
0294	Health Insurance	\$23,050.00
0349	Other Professional Services (Speakers for workshops and transition activities)	\$5,000.00
0580	Travel (Mileage to and from schools and districts, national and state conferences, OVR task group meetings, agency meetings)	\$10,000.00
0338	Professional Development (Registration fees for state and national conferences)	\$5,000.00
0894	Workplace Experiences	\$5,000.00
0610	General Supplies (In-school workshops, Transition Events, Reverse Transition Fairs, supplies for student presentations, office supplies, phone, copies, student supplies for individual & group activities)	\$3,000.00
0913	Indirect Services (According to the federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards issued by the Office of Management and Budget (Uniform Guidance), are those costs that are incurred for common or joint objectives, and cannot be easily and specifically identified with a particular sponsored project, an instructional activity, or any institutional activity. These costs are also sometimes called "facilities and administrative costs (F&A) or "overhead." Indirect costs will be used to contribute to the cost of utilities, building use, "land" telephone service,	\$12,630.00

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maintenance, computer network charges, payroll and benefits processing, accounts payable, and monthly financial reporting guidelines.

Total Budget

\$ 183,301.56

**Deliverables:**

**The Contractor shall provide the following:**

**Demonstrate, through the use of pre and post-tests, that students with disabilities will experience an increase in knowledge as a result of Pre-ETS. OVR recognizes that not all students may have an increase.**

**Provide required completed Pre-ETS Referral Form to OVR for student approval prior to student starting Pre-ETS program.**

**Information obtained must utilize the Pre-ETS Referral Form:**

**Name; (first, last, middle)**

**Date of Birth;**

**Social Security Number, if available, and if not, a unique identification number;**

**Mailing & residential address;**

**Phone Number;**

**Parent or guardian name (specify if legal guardian);**

**If student has an IEP or 504 Plan, a copy of that plan (or required signatures on Referral Form)**

**If student does not have an IEP or 504 Plan, provide some other documentation of disability;**

**Expected year of graduation/completion;**

**Gender;**

**Race; and**

**Ethnicity.**

**Current process is as follows:**

**Once a student is identified as eligible or potentially eligible for VR services, and in need of receiving Pre-ETS, contractor will ensure the Pre-ETS Referral Form is completed. Parental/guardian consent must be obtained for any students under the age of majority.**

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**Contractor must submit the completed Pre-ETS Referral Form to OVR field staff or OVR Administrator for approval.**

**OVR field staff or OVR Administrator will notify contractor with approval and student case number. OVR staff will also inform contractor of any students deemed ineligible for services.**

**Provide student participant sheet with service session information to OVR within 15 days after quarter end, dates below.**

**When submitting documentation for the provision of Pre-ETS for a student, service session must be completed that identifies each individual/group services. An OVR Pre-ETS Report Form must be used. Information required on the service session includes:**

**Date that service occurred;**

**Amount of time spent in direct service to the student;**

**Which of the 5 required Pre-ETS were performed (job exploration counseling, work-based learning experiences, workplace readiness, instruction in self-advocacy, counseling on opportunities for enrollment in postsecondary education);**

**Specify an activity note description of the pre-employment transition service activity.**

*Once electronic software is implemented, web portal will replace paper documents but information must be entered into the portal by the same deadlines.*

**Year 1 of Contract**

**Quarter 1= July 1 - September 30 due by October 15, 2020**

**Quarter 2= October 1-December 31 due by January 15, 2021**

**Quarter 3= January 1-March 31 due by April 15, 2021**

**Quarter 4= April 1-June 30 due by June 30, 2021**

**End of the Contract Year Reports:**

**Year 1 of Contract due by June 30, 2021**

**Information obtained in end of year reporting should include the following:**

**Describe the successes you experienced during the report period**

**Describe the challenges you experienced during the reporting period**

**Discuss collaboration efforts**

**Discuss progress on achieving goals**

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**Report at least one testimony or notes from satisfied student/parent whom have received services from the program. (Note that the testimonies will be utilized in state and federal reports so please redact any identifying information )**

**Invoicing:**

**The Contractor should submit invoices on a monthly basis upon completion of each deliverable specified in this contract pursuant to the budget. Such invoices shall include expenditures direct fund authorized for support of the program work performance.**

**A copy of the monthly invoice and any supporting documentation shall be submitted to:**

**[OVRInvoices@ky.gov](mailto:OVRInvoices@ky.gov)**

**Monthly Financial Reimbursement Submission Requirements:**

**The Contractor shall submit monthly financial reimbursement request. Financial reports are due by the 15<sup>th</sup> of each month for the previous month (i.e. September 2020 financial reports are due by October 15, 2020). If the 15<sup>th</sup> falls on a weekend or holiday, the report is due the following business day.**

**if no reimbursement is required during a specific month, the Contractor shall send notification to [OVRInvoices@ky.gov](mailto:OVRInvoices@ky.gov) stating no reimbursement is requested for said month.**

**The Contractor's Financial Director, or designee, shall certify the accuracy of the request through signature on their payment request form. Failure to submit reports according to the time period set forth by policies and procedures may result in delay or withholding of funds. Back up financial documentation is required for all payment requests.**

**Monitoring:**

**The OVR Administrator will regularly monitor Pre-ETS activities to ensure compliance with all federal and state Pre-ETS requirements. Monitoring will include, at minimum, the following activities:**

**Intake and service session information will be reviewed by OVR Administrator to ensure accuracy as well as eligibility status of students. OVR Administrator will verify that each individual referred for Pre-ETS meets the definition of "student with a disability" and that each individual is in need of identified services, prior to service provision.**

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**Prior to processing payment to contractor for the provision of Pre-ETS, OVR Administrator will review claim vouchers and supporting documentation, to ensure completeness of data, ensure invoicing is accurate, reflects services initially authorized for each student, and matches service sessions listed. If discrepancies exist, corrective action may include discussion with contractor to ensure all service sessions are appropriate, are correct. If discrepancies are unable to be reconciled, this will result in reduction or denial of claim voucher. Contractor will be required to submit a corrected claim within 10 calendar days. Specific issues will be documented in writing and provided to contractor.**

**OVR Administrator will review in detail, a sampling of total service sessions entered each quarter to ensure sessions are being recorded accurately and are attributed to the appropriate Pre-ETS activity. OVR will provide written communication to contractor regarding areas of improvement and corrective action requirements, as applicable.**

**OVR will conduct monitoring reviews at least annually to evaluate compliance and requirements as outlined in this MOA, and ensure adherence to requirements, as needed. OVR and contractor will collaboratively develop corrective action plans to address any applicable issues that arise during the monitoring review.**

**ADDITIONAL EDUCATION AND WORKFORCE CABINET TERMS AND CONDITIONS**

**(1) Modifications or Amendments**

**Proposed amendments, modifications, or revisions to the Agreement may be made at any time by either party but shall become valid and effective only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.**

**(2) Choice of Law and Forum Provisions**

**All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.**

**(3) Pricing/Payments to Contractor**

**OVR shall, in accordance with the provisions of this Section, pay Contractor in the following amounts and using the methods set forth below:**

- (a) For performance of the services specified herein, the Office of Vocational Rehabilitation agrees to pay Contractor the sum of \$169,161.00 in FY 2019 and 170,839.00 in FY 2020. Unless specifically precluded in the agreement, funding can be automatically carried forward from year 1 to year 2 in a two-year contract within the parameters of the agreement but cannot extend beyond the end date of the agreement. In a case of a one-year contract only if a modification to the MOA was completed can any funds extend into a 2<sup>nd</sup> year.
- (b) The Schedule of Payment to the contractor from the Office of Vocational Rehabilitation shall be on the basis of monthly payment(s) based on billing(s) of expenditures emailed to [OVRInvoices@ky.gov](mailto:OVRInvoices@ky.gov) for the respective quarter(s) from the total direct and indirect funds authorized for support of program work performance during the fiscal year from July 1, 2020 through June 30, 2021.
- (c) **Payment**
1. **Advance, Interim and Final Payments**  
Any advance payment allowed under this Agreement shall comply with Commonwealth Fiscal Rules and be made in accordance with the provisions of this Agreement. Contractor shall initiate any payment request by submitting standard invoices to the Commonwealth. Payments shall be made on a reimbursement basis. Contractor may request payments monthly; however, the reimbursement amount for each request shall be no less than \$1,000 unless it is a request for final payment.
  2. **Preliminary or Pre-Agreement Costs**  
Certain preliminary costs for services, incurred by Contractor prior to the execution of the grant award, may be reimbursable or included as part of allowable in-kind contributions. To be eligible, such costs shall be disclosed to the Commonwealth as preliminary and shall be subject to the cost principles set out in 2 CFR Part 200.
  3. **Interest**  
The Commonwealth shall fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the Commonwealth. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days.

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**4. Available Funds-Contingency-Termination**

The Commonwealth is prohibited by law from making fiscal commitments beyond the term of the Commonwealth's current fiscal year. Therefore, Contractor's compensation is contingent upon the continuing availability of Commonwealth appropriations. If federal funds are used with this Agreement in whole or in part, the Commonwealth's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the Commonwealth's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Commonwealth or federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Commonwealth may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein. Notwithstanding, the Contractor shall be reimbursed for any non-cancelable obligations.

**5. Facilities & Administrative Costs**

Unless otherwise noted, the Contractor may recover 8% of direct costs less equipment for facilities and administrative costs.

- (d) **Use of Funds.** Pursuant to 2 CFR 200.420 to 200.475, funds shall be used only for eligible costs identified herein and/or in the Budget.

**(4) Confidentiality**

Personnel employed by OVR and the Contractor assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law. Any request or demand by a third party for OVR records and information in the possession of Contractor shall be immediately forwarded to the OVR's principal representative.

All parties agree that any consumer information disclosed by OVR pursuant to this agreement is CONFIDENTIAL pursuant to 34 CFR 381.38 and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any consumer information covered under this agreement to any party unauthorized by OVR to receive said information may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party.

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**(a) Notification**

Contractor shall notify its agent, employees, Subcontractors, and assigns who may come into contact with OVR records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**(b) Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Agreement or approved in writing by the Commonwealth. Contractor shall provide and maintain a secure environment that ensures confidentiality of all OVR records and other confidential information wherever located.

**(5) Fiscal Controls**

The Contractor will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all funds disbursed to the Contractor by OVR. Those controls and procedures must be sufficient to permit preparation of reports required by laws authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable laws.

**(6) Records**

**(a) Retention**

All records shall be maintained for three (3) years by the Contractor after the Agreement ends and the final financial report is submitted or until all audit questions are resolved, whichever is later.

**(c) Type of Records**

The Contractor will maintain records related to this agreement that fully disclose and documents:

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



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the award; and

5. How the Contractor has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of the award.

**(7) Conflict of Interest.**

- (a) All employees or representatives of the Contractor shall comply with any and all applicable state and federal laws, regulations, or policies regarding conflicts of interest. The Contractor shall immediately disclose to OVR any conflict of interest that it becomes aware of.
- (b) Inclusion in Subcontracts. The Contractor shall include the substance of this Section in all subcontracts.

**(8) Audit**

- (a) The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by OVR. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 4:30 p.m., local time, Monday through Friday.
- (c) The Contractor shall also provide OVR with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133 (now 2 CFR §§ 200.64, 200.70 and 200.90), as revised, and in the event that the Contractor expends \$750,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133 (now 2 CFR § 200.501).
- (e) A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office

**(GAO).**

**(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Contractor shall be held liable for reimbursement to OVR of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after OVR has notified the Contractor of such noncompliance.**

**(g) If the Contractor is subject to Single Audit requirements the Contractor shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under applicable Kentucky laws. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to OVR no later than seven (7) months from the end of the Contractor's fiscal year.**

**(9) Subcontracting**

**The Contractor agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the Contractor agrees that all requirements of the Agreement shall also be applicable to subcontractors and that the subcontractors shall be required to report to the Contractor in a manner that will meet the Contractor's reporting requirements to OVR. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if such performances rendered were rendered by the Contractor.**

**(10) Erroneous Payments**

**At the Commonwealth's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Agreement or by other appropriate methods and collected as a debt due to the Commonwealth. Such funds shall not be paid to any party other than the Commonwealth. Prior to any deductions, both parties will act in good faith to determine the legitimacy of the error and resolve any matters pertaining to the error to prevent such errors from occurring in the future.**

**(11) Debarment**

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The Contractor certifies by its signature on this Agreement that neither it nor its principals, agents, contractors and vendors are presently debarred, suspended or proposed for debarment, declared ineligible for federal benefits by any federal or state department or agency, or sentenced to a denial of federal benefits by a state or federal court, and is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (E.O.) 12549 and E.O. 12689.

- (12) **Breach, Notice and Cure** In addition to any breaches specified in other sections of the Agreement, the failure of either party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. In the event of a breach, notice of such shall be given in writing by the aggrieved party to the other party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the Commonwealth may exercise any of the remedies set forth in the Remedies section.

(13) **Remedies**

If Contractor is in breach under any provision of this Agreement, the Commonwealth shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in the Breach, Notice and Cure section. The Commonwealth may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively, subject to the right of the Contractor to exercise any available appeal rights.

(a) **Termination for Cause and/or Breach**

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the Commonwealth may notify Contractor of such non-performance in accordance with the provisions herein. If Contractor thereafter fails to promptly cure such non-performance within the cure period, the Commonwealth, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the Commonwealth of this right shall not be deemed a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any.

(b) **Obligations and Rights**

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To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Contractor shall complete and deliver to the Commonwealth all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the Commonwealth, Contractor shall assign to the Commonwealth all of Contractor's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Commonwealth has an interest. All materials owned by the Commonwealth in the possession of Contractor shall be immediately returned to the Commonwealth. All Work Product, at the option of the Commonwealth, shall be delivered by Contractor to the Commonwealth and shall become the Commonwealth's property. This shall not apply to student thesis or dissertation work.

**(c) Payments**

The Commonwealth shall reimburse Contractor only for accepted performance up to the date of termination.

**(d) Remedies Not Involving Termination**

The Commonwealth, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**1. Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commonwealth without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the Commonwealth's directive and the Commonwealth shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

**2. Temporarily Withhold Payment**

Payment will be made upon satisfactory delivery of services.

**3. Disallow or Deny Payment**

Deny payment for those obligations not performed, or, that due to Contractor's actions or inactions, cannot be performed; provided,

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that any denial of payment shall be reasonably related to the value to the Commonwealth of the obligations not performed.

**(e) Intellectual Property**

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

**(f) Any Other Available Remedy**

The Commonwealth shall take any other remedy that may be legally available to it.

**(14) Assurances**

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

- (a) Program Legislation/regulation;
- (b) Education Department General Administrative Regulations (EDGAR), 34 CFR Parts 74-99;
- (c) Rehabilitation Act of 1973, as amended, 29 USC 701 et seq.
- (d) Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award;
- (e) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors];
- (f) The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and

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- subgrants for construction or repair in excess of \$2,000];
- (g) Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers];
  - (h) Standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to USDE and the Regional Office of the Environmental Protection Agency (EPA);
  - (i) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
  - (j) Office of Management and Budget Circulars 2 CFR Part 200, 2 CFR Parts 215 and 220 (formally A-21), 2 CFR 225 (formally A-87), 2 CFR 215 (formally A-110), 2 CFR 230 (formally A-122) and A-133, as applicable;
  - (k) The Hatch Act (5 U.S.C. §§ 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
  - (l) The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. §§ 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. § 225 and 47 U.S.C. § 611;
  - (m) The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.);
  - (n) Restrictions on Lobbying (1) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (2) 43 CFR 18;
  - (o) Civil Rights Assurance. The undersigned is subject to 42 U.S.C. §§ 2000d, The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., and its implementing regulation 45 CFR Part 91, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and implementing regulation, 45 CFR Parts 80, 84 et seq.; Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability.
  - (p) These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole

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or part, by federal funds;

(q) Further, It is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Contractor on the basis of race, color, national origin, age, sex (in education activities) or disability.

(r) **Protection of Human Subjects.** To the extent applicable to it, the Contractor agrees to comply with the requirements set out in 34 CFR Part 97 relating to research that involves human subjects.

(s) **Drug and Alcohol Abuse Prevention Program.** The Contractor agrees to comply with the requirements set out in 34 CFR Part 86, requiring institutions of higher education that receive federal assistance to certify that it has adopted and implemented a drug abuse prevention program.

**(15) Assignment and Subgrants**

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

**(16) Binding Effect**

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

**(17) Captions**

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

**(18) Counterparts**

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

**(19) Entire Understanding**

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions,

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deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

**(20) Indemnification-General**

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

The parties hereby acknowledge that the Contractor is a state agency, subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, and that the Contractor's tort liability is limited to an award from the Board of Claims, in accordance with Kentucky law.

**(21) Severability**

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

**(22) Survival of Certain Terms**

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

**(23) Third Party Beneficiaries**

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

**(24) Waiver**

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



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**(25) Representations and Certifications**

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

**(a) Standard and Manner of Performance**

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

**(b) Licenses, Permits, Etc.**

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

**(25) Reporting Requirements**

**The Contractor shall comply with the following reporting requirements:**

**(a) Performance and Progress**

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

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months thereafter until final approval of the completed Project is performed by the Commonwealth. The quarterly reports shall reflect the Contractor's progress in meetings its stated goals and objectives. After the Project is completed, Contractor shall file an annual report with the Commonwealth. The Commonwealth may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the Commonwealth will still be able to meet its performance reporting obligations to the Federal agency.

- (b) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor entity, which reads as follows: "I certify that all expenses reported (or payments requested) are for appropriate purposes and in accordance with the Agreement set forth in the application and award documents". Invoices shall be sent no later than 45 days after the period for which the invoice reflects. Payment will be due 30 days after receipt of the invoice.

(c) Litigation Reporting

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

(d) Noncompliance

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

(26) Approvals

(a) Signatory Authority

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

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services the Contractor has obligated itself to perform pursuant to this Agreement.

**(b) Authorized Representative**

The person or persons signing and executing this Agreement on the Contractor's behalf do warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this Agreement on the Contractor's behalf and to validly and legally bind the Contractor to all contractual terms, performances and provisions. If requested, the Contractor will provide OVR with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

**(27) Certification of No Criminal Activity**

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

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**MOA/PSC Exception Standard Terms and Conditions  
Revised December 2019**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and  
**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and  
**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date:**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

**2.00 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**  
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

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

**4.00 EEO Requirements**

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

**5.00 Cancellation:**

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 other party by registered or certified mail.

**6.00 Funding Out Provision:**

The state agency may terminate this contract 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 contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours:**

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The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**8.00 Authorized to do Business in Kentucky:**

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

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

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

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

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

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

**10.00 Travel expenses, if authorized:**

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

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

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

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

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**12.00 Purchasing and specifications:**

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

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" 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/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

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

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

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

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 Access to Records:**

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

**16.00 Social security: (check one)**

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

           The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

           The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

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

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To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

         The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

         The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**18.00 Discrimination:**

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

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

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

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



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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.

**1st Party:**

*Cora Mc Webb*  
Signature

OVR Executive Director  
Title

Cora Mc Webb  
Printed Name

6/26/2020  
Date

**2nd Party:**

*Nancy L. Hutchinson*  
Signature

CEO  
Title

Nancy L. Hutchinson  
Printed Name

6/30/20  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Approved as to form and legality:**

*[Signature]*  
EWDC Attorney

6-26-2020  
Date