

**Annual Joint Meeting
of the
Bluegrass Local Workforce Development Area**



**June 21, 2018
Lexington Senior Center
195 Life Lane Lexington, KY**

AGENDA

I. Call to Order:

- a. Establish Quorum
- b. Introduction of Board Members and Guests
- c. Approval of Minutes:
 - i. Governing Board of LEO's (January 18, 2018)
 - ii. BGWIB Full Board meeting (February 13, 2018)

II. New Business:

- a. The Year End Review
 - *Client Testimonial: James Barnes, Trade Participant*
- b. Finance Report
- c. WIOA and Trade Contracts
- d. ResCare (Direct Services Provider and One-Stop Operator) and OWL Youth Contract Extensions
- e. Work-Based Learning Contracts
- f. Medicaid and SNAP E&T Memorandums of Agreement
 - *Project Update: Amteck Mobile Training Unit*
- g. Direct Services Provider and One-Stop Operator Update
- h. Memorandum of Understanding and Infrastructure Funding Agreement Update
 - *Client Testimonial: Pete Brown, Dislocated Worker*
- i. Career Centers Update
- j. Department of Labor Comprehensive State Review
- k. Workforce Board Roster (*members who have terms expiring and any vacancies*)
 - *Staff Accomplishment: Amy Glasscock, Manager of Workforce Services*

III. Adjourn



January 18, 2018

9:00 AM

BGADD

The Local Elected Officials met on Thursday, January 18, 2018 at the Bluegrass ADD building located at 699 Perimeter Drive, Lexington KY 40517.

The following members were present:

Local Elected Officials:

Judge Henry Branham – Clark County
Judge Mike Pryor – Nicholas County
Judge Harold McKinney – Boyle County

Judge Mike Williams – Bourbon County
Judge Orbrey Gritton – Anderson County

Local Workforce Board Staff:

Mable Duke
Amy Glasscock
Tiffanie Reeves
Hannah Gregory

David Duttlinger
Ethan Linville
Staci May
Michael Buschmann

Guests Present:

Todd Blanton
Tammy Underwood

Kevin Atkins
Bill Farmer

Meeting Facilitator: Harold McKinney, Boyle County, Judge Executive

Call to order: 9:02 AM

Judge Harold McKinney brought the meeting to order and it was established that there was a quorum present. Judge McKinney asked that everyone in attendance take a moment and review the previous meeting's minutes; he then asked for a motion for approval of those minutes.

Motion: To approve the minutes from the October 19, 2017 meeting as presented

Made by: Judge Mike Pryor

Seconded by: Judge Mike Williams

Motion Passed

Judge McKinney asked for the Financial Report and it was stated that it would be presented by Mr. Michael Buschmann after the agenda item of the Appeal to the State.

Ms. Mable Duke began the discussion about the submitted appeal to the State, and the State's reply to that letter of appeal, of which a copy was included in the meeting packet. She referenced the copies of the Federal Register and the WIOA law that outlined the grievance procedures for appeals, that was also included in the meeting packet. Ms. Duke also referenced the Kentucky Revised Statutes (KRS) that used in their State reply. Since the letter did not directly answer their questions, Ms. Duke recommended three possible options:

1. The completed Partnership Agreement addresses many of the concerns with the policy's outline, providing that the State does not declare the Partnership Agreement to be null and void; there would be no reason to address the State's response.
2. They can clarify the appeal back to the State referencing the points in the Law that applies to their concerns.
3. They can go to the Department of Labor with a new appeal, referencing the state's response.

Judge McKinney and Judge Mike Pryor commented on the appeal process. Judge Henry Branham asked for clarification if the response was a refusal to the appeal; Ms. Duke stated that she viewed it as a refusal of the appeal. There was continued discussion about the Kentucky Administrative Regulations (KAR) and how they affected the appeal process. Ms. Duke recommended that if they refile the appeal, it should be rewritten before being sent to the Department of Labor (DOL).

Ms. Duke stated that it was up to the LEOs whether they wanted to resubmit a letter of appeal, outlining their concerns as discussed. Judge Pryor asked if it was an option to wait on filing the appeal until a later time; Ms. Duke commented that they would run out of time to file the appeal if it wasn't filed before March 31st, 2018.

Mr. David Duttlinger asked as a point of interest if Ms. Duke was aware of what the governing bodies of the other Workforce Area's stances were regarding the issues that they were appealing. Ms. Duke updated the board about the general consensus of the other areas and the policy in question. Judge McKinney said that they should proceed with responding to the letter received from the State received. He also stated that they should send the appeal to the Federal Government, so that it is on the Federal record that the appeal has been filed based on their concerns. Judge McKinney asked if Ms. Duke would be able to begin

working on doing this; Ms. Duke stated that she could do this. Judge Branham asked for further clarification about the appeal process. Judge Mike Williams also agreed that they should proceed with the appeal.

Mr. Duttlinger commented that the appeal should be clearly submitted by the Governing Body of the Local Workforce Area, and not from the Fiscal Agent. Ms. Duke stated that she would send out the completed copy so that the board members could review it before it is sent, and added that there would need to be a signature on the appeal before submission. She commented that it should be added to the motion to allow Judge McKinney, or Mayor Jim Gray, to sign the document without having to have the board reconvene to get it signed. There was continued discussion about the process of getting the letter approved and signed before submission.

Motion: To proceed with the submission of the appeal to both the State and Federal level and to authorize Judge McKinney or Mayor Jim Gray to sign the appeal without a subsequent meeting unless there is cause.

Made by: Judge Mike Pryor

Seconded by: Judge Orbrey Gritton

Motion passed

Ms. Duke stated that Mr. Buschmann was ready to present the financial report at that time. Mr. Buschmann then proceeded to present the current financial report, that was included in the provided meeting packet. Judge Branham and Judge McKinney both asked for some clarification about a few of the presented items, to which Mr. Buschmann answered.

Judge McKinney asked for a motion to approve to report.

Motion: To approve the financial report as presented.

Made by: Judge Mike Williams

Seconded by: Judge Henry Branham

Motion passed

Ms. Duke then proceeded to the agenda item of the upcoming year's meeting schedule for the board. She stated that they needed to decide on and set the meetings for the current year. Ms. Duke commented that due to Judge McKinney's decision to retire, they would need to vote on a new Co-CLEO to fill the position. There was discussion about a possible schedule of meetings to set in place. All present agreed on having a joint meeting with the Bluegrass Workforce Innovation Board (BGWIB) on May 24th.

Ms. Duke suggested having some additional training about the roles and responsibilities due to the new members on the BGWIB. This would also serve as a refresher course for the current members.

Judge McKinney had the Governing Board of Local Elected Officials establish their quarterly meeting dates, in addition to the May 24th meeting.

Judge McKinney asked for a motion to approve the schedule of meetings.

Motion: To approve the schedule of meetings as presented, with the change of moving the meeting from April 25th, to May 24th as a joint meeting with the WIB.

Made by: Judge Henry Branham

Seconded by: Judge Mike Williams

Motion passed

Judge Pryor asked for a further clarification about the rest of the dates that were presented. Ms. Staci May provided some clarification, and there was further discussion about the presented schedule of meetings, and several changes were suggested. Mr. Duttlinger commented about the importance of establishing when the scheduled meetings would be held for the entire year, to stay in compliance with meeting notification requirements. Ms. Duke referenced the Bylaws and what was stated in them.

As the motion had already been voted on and passed to accept the meeting schedule as presented, there was a motion to rescind the previously stated motion to reflect the decided upon changes.

Motion: To rescind the previously made motion about the meeting schedule.

Made by: Judge Mike Pryor

Seconded by: Judge Harold McKinney

Motion passed

Those present then looked at the current year's calendar to decide when the next three meetings would need to be held to remain in compliance with the standing Bylaws.

The dates that were decided upon for the upcoming meetings of the Local Elected Officials were:

- May 24, 2018 9:00 AM– Joint meeting with the WIB
 - Location- To be determined
- August 23, 2018 9:00 AM – Executive board of the LEOs
 - Location- Bluegrass ADD building
- November 8, 2018 9:00 AM- Executive board of the LEOs
 - Location- Bluegrass ADD building

Judge McKinney called for a motion to approve the dates and times.

Motion: To approve the dates for the meetings of the LEOs for the current year, as listed.

Made by: Judge Orbrey Gritton

Seconded by: Judge Mike Williams

Motion passed

Judge McKinney confirmed that the required meetings had been decided upon. Ms. Duke commented that they should have a motion and a vote to proceed with the procurement process for the previously discussed trainer for the May 24th meeting. Judge McKinney called for a motion to approve the action.

Ms. Duke then provided a Workforce update overview. Part of the update included the progress of the changes with the new Medicaid Waiver, that had gone live on January 2nd. Mr. Todd Blanton and Ms. Amy Glasscock added to the discussion with further information. Ms. Duke also commented on the current enrollments numbers with the direct service provider, ResCare.

Ms. Duke also updated the board about the recent WIB elections that were held. She stated that the

Motion: To approve the board staff to procure a trainer for the joint meeting with the BGWIB on May 24th.

Made by: Judge Henry Branham

Seconded by: Judge Orbrey Gritton

Motion passed

following were the new officers:

- Chair – Matt Montgomery
- Vice-Chair – Jon Dougherty
- Secretary – Dolly Hollan
- Treasurer – Daniel King

Ms. Duke also stated that they now had two new labor representatives on the board, which included:

- Steve Tressler
- Tim Wireman

Ms. Duke referenced the included update for ResCare that was in the meeting packet, and also asked Ms. Tammy Underwood if she wanted to add any highlights to the presented report, which she proceeded to do.

Ms. Duke also discussed the BGWIB vacancies that are currently available, and those terms that will be ending soon. This information was included in the board meeting packet. Judge Branham asked how vacancies are filled, and who nominates an individual to be a part of the BGWIB. Ms. Duke added that those decisions would need to be made before October of the current year. Judge McKinney made the suggestion that this item be added to the May agenda for the joint meeting with the BGWIB.

Judge Pryor asked Ms. Duke if she was pleased overall with the things that are being done within the organization. She commented that she was pleased overall.

Judge McKinney then stated that he would entertain a motion to adjourn if there was nothing further that needed discussed.

The meeting was adjourned at 10:19 AM.

Motion: To adjourn

Made by: Judge Orbrey Gritton

Seconded by: Judge Henry Branham

Motion passed

DRAFT



Bluegrass Workforce Innovation Board Full Board Meeting

February 13, 2018 1:30pm

BGADD Conference Room

Lexington

Board Members Present	Staff Present
Montgomery, Matt - Chair	Duke, Mable
Dougherty, Jon - Vice Chair	Buschmann, Michael
Hollan, Dolly - Secretary	Gregory, Hannah
King, Daniel - Treasurer	Reeves, Tiffanie
Phillips, John	May, Staci
Tressler, Steve	Linville, Ethan
Wireman, Tim	Glasscock, Amy
Oney, Regina	
Farmer, Lisa	Guests Present
Craft, Susan	Blanton, Todd
Dr. Julien, Augusta	Leathers, Ray
Dr. Troske, Ken	Moore, Kevin
Boggs, David	Dickinson, Elodie
Sigg, Steve	Murray, Natasha
Henson, Ryan	Farmer, Bill
	Underwood, Tammy
	Burchell, Darlene
	Kuhn, Beth
	Williams, Tracy
	Putnam, Kristie

I. Call to Order

- a. Chair Montgomery called the meeting to order at 1:30 pm.
- b. A quorum was established, with five public and six private representatives in attendance.

II. Review of Minutes from 11/14/2017

- a. Chair Montgomery presented the minutes and stated that Mr. Kim Menke (not present) had requested changes regarding wording about the election; the changes were noted. Chair Montgomery then asked Secretary Dolly Hollan if there were any additional changes to the minutes presented; there were none. Chair Montgomery asked for a motion to accept the minutes.

Motion: To accept the minutes with the requested changes.

Made by: Dolly Hollan

Seconded by: David Boggs

Motion passed

III. Introduction of Board Members and Guests

- a. Chair Montgomery had those in attendance to introduce themselves.

IV. Welcome New Members / Discuss Board Vacancies

- a. Chair Montgomery recognized the new board members in attendance, Mr. Steve Tressler and Mr. Tim Wireman, both of which gave brief statements regarding their membership.
- b. Chair Montgomery discussed board vacancies, stating Mr. Brian Leary and Mr. Todd Jones had moved from the area and would no longer be serving. Chair Montgomery referenced the member roster from the meeting packet, that highlighted other members whose terms would be expiring. Chair Montgomery made the recommendation to add business representatives to the board. He asked for recommendations from the other board members.

V. Board Member Manual

- a. Ms. Mable Duke stated the board had requested that pertinent information be put together in a manual/binder, for continued knowledge and quick reference during future meetings. The manuals had been compiled and were passed out to members present. Ms. Duke said that the board members were welcome to take the manuals with them, or they could leave them at the BGADD for use during meetings. Ms. Duke then asked Ms. Staci May to give an overview of the information that was included in the manuals/binders. Ms. May reviewed the included information. Ms. May also stated that the audio of previous minutes is posted to the BGWIB website after the meetings. She stated that the written minutes are not posted to the site until after they have been approved at the following meeting.

VI. Schedule of Activities

- a. Chair Montgomery then commented about the included schedule of activities that was included in the meeting packet. He discussed some of the upcoming events that were listed. Chair Montgomery noted the May 24th joint meeting with the WIB and the LEOs that will include updated training. Chair Montgomery commented about other upcoming dates and meetings for the remainder of the year.

VII. Strategic Planning Committee Report

- a. The copy of the report was included in the meeting packet. Ms. May provided the board a brief update on what the Strategic Planning Committee has been working on, such as:
 - The Medicaid Waiver and MOU
 - Transportation issues for individuals who need services
 - Providing meaningful volunteer services
 - County-by-county approach to working with local businesses
 - Continued and increasing partnership with Community Actions and the local Chambers of Commerce
 - Established the Vision and Mission statements for the MOU

VIII. Finance Committee Report

- a. Chair Montgomery stated that Ms. Michelle Deans, an auditor and tax accountant, had joined the Financial Committee.
- b. Chair Montgomery then asked Mr. Michael Buschmann to provide the Financial Committee report. Mr. Buschmann referenced the financial report covering pertinent information for the board to view. Mr. Buschmann added that the invoices with the direct services provider, ResCare, were one month behind due to the billing cycle and those numbers would be added to the next report and the presented numbers would go up. Ms. Duke commented that some information was still being submitted for the month of January, so the numbers shown would reflect that in the next report. Treasurer Daniel King also added to the discussion about the importance of understanding what resources have been used, and what could be carried forward. Chair Montgomery then asked for a motion to approve the presented report, if there were no questions or concerns. Mr. Jon Dougherty made a motion and Treasurer King seconded it,

Motion: To accept the committee report.

Made by: Jon Dougherty

Seconded by: Daniel King

Motion passed

IX. Youth Task Force Report

- a. Ms. Lisa Farmer gave an update on the Youth Task Force. She spoke about their latest meeting, that took place in January. Topics that updates were provided for included the following:
 - Nex Trac
 - HYPE
 - COACH Fellowship
 - ACCESS Training
 - The next Youth Task Force meeting will be held on April 16th

Chair Montgomery thanked her for her update.

X. Workforce Services Update

- a. Ms. Duke presented the current Workforce Services update, the second quarter summary, and gave an outline regarding what was included in the report. She commented about things that had happened in the past month, such as:
- SNAP E&T Program updates
 - One-Stop Operator updates
 - ACCESS training
 - Business Services update
 - Direct Services Provider updates
 - Other Workforce activities

Ms. Duke commented on the work that was being done with the SNAP E&T and the Medicaid Waiver changes that have been happening; but she added that Commissioner Beth Kuhn would be providing more updates about these programs later in the meeting. Ms. Duke also commented about the positive changes that have been taking place in Workforce and the widening impact that the programs are having.

XI. Direct Service Provider/One-Stop Operator Update

- a. Ms. Tammy Underwood presented an update regarding the direct services that are being provided in the Bluegrass area. Ms. Underwood spoke about an improved enrollment strategy. She added that they have enrollments in each of the 17 counties. Ms. Duke commented that the total overall numbers of enrollments per county could be viewed in the Direct Service Provider report, included with the meeting materials. Ms. Underwood also added information about some of the newly added agreements to assist Youth with training and employment opportunities.
- b. Mr. Todd Blanton, One-Stop Operator, provided a brief update. Mr. Blanton is working with local DCBS centers to assist in facilitating the transition once those counties go live for the Medicaid work requirement. Mr. Blanton commented about the difficulties that some individuals are having with the Unemployment Insurance assistance call-in lines and that some of them are coming to the career centers looking for assistance with their benefits, but career center staff can only direct them to the call-in line or the newly set up email contact. Mr. Blanton stated, he would be happy to present to any organization regarding career center services. He closed by adding if anyone had any additional questions about the career centers to contact him and he would arrange a meeting to discuss those further.

Ms. Craft asked for some clarification about the enrollment numbers that were presented in the report; Ms. Duke further explained what the data being presented in the reports represented.

XII. Joint Annual Meeting and Training Session

- a. Ms. Duke commented that the joint meeting is scheduled to take place on May 24th, 2018. She added the boards were interested in having an updated training on the same day, like last year.
- b. Ms. Duke commented that Judge/Executive Harold McKinney would be resigning his position on the board. She stated that one of the Co-CLEOs is always the Mayor of Lexington, and with Mayor Jim Gray's decision to run for the Senate. Ms. Duke added that the other Co-CLEO was elected at-large by all the other 17 LEOs.

XIII. Presentation by Commissioner Beth Kuhn

- a. Chair Montgomery turned the floor over to Commissioner Beth Kuhn to give her presentation for the Kentucky Health program.

Commissioner Kuhn introduced Ms. Kristie Putnam, who is part of the Kentucky Health team. Commissioner Kuhn discussed the changes that have been happening and those that continue with the Medicaid Waiver community engagement requirements. Ms. Putnam focused on the rollout concept and schedule for the SNAP E&T and the community engagement program.

Dr. Ken Troske asked Ms. Putnam for some clarification about the data and metrics that they would be using to evaluate the success rates. Ms. Putnam stated the upcoming contracts would outline that information. Some of the metrics they would be looking at would be placements and retention. Commissioner Kuhn stated because the program was so new there were not any guidelines to compare at this time. Commissioner Kuhn said that there are two levels of data collection: 1) aligning with workforce data currently being collected and 2) working with Workforce Directors to gather metrics on referrals, appointments, and training that go beyond the Federal metrics.

Ms. Putnam spoke on what needs to be done to gather better data and metrics to make future improvements as the program expands. She mentioned the importance of tracking outcomes of overall health of individual in the affected areas. Commissioner Kuhn and Ms. Putnam outlined the budget numbers for this program referring to the Power Point being presented.

The discussion continued with the topic of procurement and how the eligible individuals will go about finding and self-reporting community engagement activities. Mr. David Boggs asked about the liability issues, including criminal background checks, with the community engagement activities. Mr. John Phillips commented that typically the contract agency would be responsible for any background checks, verifications, etc. Ms. Putnam commented that they were not looking for volunteerism as the first choice to fulfill the community engagement requirement. Ms. Putnam added that the goal was finding work opportunities and not just volunteer to meet the requirements.

Commissioner Kuhn and Ms. Putnam discussed the funding needs that the new changes will incur as a result, based on the limited knowledge that is available since this is a new

program. Ms. Duke mentioned possible conflicts that could arise from crossover between workforce funding.

Mr. Boggs asked for clarification about available funding being spread out over time. Ms. Putnam discussed some of the ways this will be accomplished. Dr. Augusta Julian asked about the guidelines and directives that determined what types of training would be a part of this. Commissioner Kuhn gave some further explanation regarding this topic.

Ms. Putnam spoke about the overall goal of improving the communities. Mr. Steve Tressler asked if the training provided is the kind that would result in employment. Ms. Duke commented about the five high-demand sectors in the Bluegrass. Dr. Troske added to the discussion on sectors.

Commissioner Kuhn discussed the changes that would be made to the systems to make it easier to allow networks to communicate with each other and better facilitate customer information access. Mr. Steve Sigg asked about the system and Ms. Putnam clarified.

Ms. Putnam recommended that the board members go to the Kentucky Health website and become familiar with the set up and what is being offered. She stated that the website is www.kentuckyhealth.ky.gov. She also stated that they would welcome suggestions for the website and corresponding information.

Ms. Craft commented about the very informative television interview that Ms. Putnam was a part of on KET.

XIV. Other Presentations

- a. Dr. Troske presented a summary about the Economic Outlook Conference. There was discussion about the importance of understanding and following changing economic trends so that we can make programs be as successful as possible.

XV. Adjourn

- a. Chair Montgomery thanked everyone for attending and those that presented. There was a motion to adjourn made at 3:50pm, by Steve Tressler, and seconded by Jon Dougherty.

Motion: To Adjourn.

Made by: Steve Tressler

Seconded by: Jon Dougherty

Motion passed

DRAFT

WORKFORCE IN THE BLUEGRASS: CONTINUOUS IMPROVEMENT

JULY

The Department of Labor (DOL) visited the Bluegrass allowing the Board Support Staff to demonstrate the progress made in previous months.

The contract with the new Bluegrass Direct Service Provider/One-Stop Operator began. All previous staff were offered positions with the selected Direct Service Provider, meaning no staff lost their job in the transition and services continued without interruption.



AUGUST

Both the Bluegrass Workforce Innovation Board (BGWIB) Bylaws and the Partnership Agreement between the Governing Board of Local Elected Officials and the BGWIB were developed in compliance with WIOA law and approved by both boards.

The Board Support Staff developed and released the PY 18 Policy Manual and provided a comprehensive training to Direct Service staff.



SEPTEMBER

Louisville was the site of the Southeastern Employment Training Association (SETA) Conference. The Bluegrass Local Workforce Development Area support staff assisted the Kentuckiana area with hosting responsibilities and attended the educational sessions. The conference was also attended by multiple members of the BGWIB.



OCTOBER

The Bluegrass Workforce Innovation Board Strategic Planning Committee met with the goal of developing a Memorandum of Understanding (MOU) and implementation planning for the Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T) program. SNAP E&T rolled out January 1, 2018 and the MOU is still under development but nearing completion.

The BGADD's contract as the Fiscal agent for WIOA funds are extended through September 2019.



NOVEMBER

The BGWIB elected new officers: Jon Dougherty - Vice Chair, Dolly Hollan - Secretary, and Daniel King - Treasurer. Matt Montgomery, formerly the Vice Chair, took seat as Chair of the board.



The first meeting Kentucky Career Center-Bluegrass partners was held, facilitated by the new One-Stop-Operator. This meeting began discussion on current system functions, what works best and how service to customers could be improved.

DECEMBER

Bluegrass Local Workforce Development Area (LWDA) Industry Certification recommendations were submitted to Kentucky Department of Education.

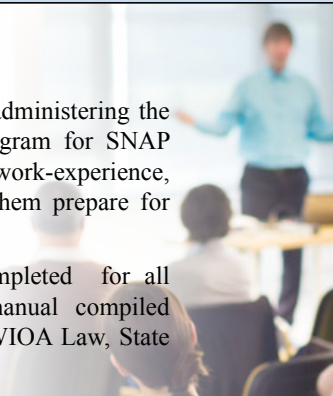
Board support staff hosted workforce professionals from South Korea as part of UK's International Public Policy & Management Institute job shadowing program.



JANUARY

The Kentucky Career Centers began administering the Employment and Training (E&T) Program for SNAP participants, allowing options for work-experience, education and skills training to help them prepare for self-sufficiency.

A BGWIB Member Manual was completed for all current and new members. The manual compiled relevant information for members on WIOA Law, State Regulations, notable dates, and more.



FEBRUARY

Board Support Staff attended the University of Kentucky Economic Outlook Conference, along with several members of the BGWIB.

The Bluegrass LWDA support staff met with Wellcare and Anthem regarding Medicaid Waiver initiatives to discuss how these groups could work together to provide meaningful employment and training programs to Medicaid clients in the Bluegrass.



MARCH

A Bluegrass Regional Career Fair was held in Winchester. There were forty-one businesses and 373 job seekers who attended the event, this was the largest of the many career fairs the Kentucky Career Center - Bluegrass holds each year.



Amy Glasscock, Manager for Workforce Services, was chosen to attend the SNAP E&T Learning Academy in Washington D.C. She was one of only 38 individuals chosen from across the country to participate.

APRIL

The Bluegrass LWDA began a partnership with Rob Perez, Owner of Saul Good and Founder of DV8 Kitchen and Vocational Training Foundation. DV8 was developed as a second chance employment opportunity for individuals in substance abuse recovery.

A Work and Learn project with Kenney Orthotics and Prosthetics and Bluegrass Community & Technical College (BCTC) began.

The Appeal of State Policies 15-001 & 17-001 with the Department of Labor was refiled on behalf of the Local Elected Officials.

MAY

The Bluegrass LWDA Business Services Manager served on a panel of business experts at a SHRM meeting to discuss services available through the Kentucky Career Center - Bluegrass.

Board Support Staff met with KET Representative, Lauren Bennett, to discuss their workforce initiatives and potential of the two groups partnering. KET stated they are also interested in running spotlight success stories of WIOA participants.



LOOKING TO JUNE

DOL is visiting the Bluegrass to allow us to once again demonstrate the continuing progress being made.

Board Support Staff and Direct Services Provider will begin CDL and Coach Fellowship recruiting, two projects with Lexington-Fayette Urban County Government.

Board Support Staff have secured a new location in Lexington to provide workforce services and will be moving in June. This provides for a safer and professional environment, while a site can be secured which will house representatives of all the required partners in a comprehensive one-stop center.

FUTURE GOALS

- Completion of a Memorandum of Understanding and Infrastructure Funding Agreement
- Development of a Strategic Plan that is in line with the Regional and Local Plan
- Fully staffed Workforce Services Department, which will allow for innovative new program development.
- The implementation of an comprehensive Kentucky Career Center - Bluegrass location.
- Transition from the Kentucky Career Center - Berea to a location in Richmond with the co-location of partners.
- Diversify funding streams through the pursuit of new grant opportunities that will compliment the current workforce system.

LET'S LOOK AT THE NUMBERS:

BUSINESS SERVICES

BUSINESS SERVICES:	EMPLOYER SERVED:	INDIVIDUALS SERVED:
Computerized Testing (ProveIt/WorkKeys)	7	43
Incumbent Worker	5	22
Internships	5	8
On-the-Job Training	27	94
Rapid Response Services	9	534
Job Fairs/Hiring Events	37 Events	1243

ADULT, DW, & YOUTH SERVICES

JOB SEEKER/YOUTH SERVICE:	INDIVIDUALS SERVED:
Adult*	281
Dislocated Worker*	56
Youth***	202
Trade	27
Follow-Up	156
Total Individuals Enrolled	722
ACCESS Training (Not enrolled)	446

* **Adult:** An individual who is over the age of 18.

****Dislocated Worker:** An individual who: Has been terminated or laid off or has received a notice of termination or layoff from employment. Is eligible for or has exhausted UI benefits. Has been employed for a duration sufficient to show attachment to the workforce but is not eligible for UI benefits due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law. Was self-employed but is unemployed as a result of general economic conditions in the community in which the individual resides or because of a natural disaster. Is a displaced homemaker. Is the spouse of a member of the armed forces and experiences a loss of employment due to relocation to accommodate a permanent change in duty station of such member.

*** **Youth:** An individual between 16-24 and is has one of WIOA's preidentified significant barriers to employment.

CURRENT ENROLLMENTS:

Total Participants: 722*

Work Based Learning Contracts = 37

Work Based Learning = \$450,000,000**

PY 18 employees receiving Rapid Response = 534

*Adult, Dislocated Worker, & Youth

**Estimated value of funds across:
Adult, DW, Youth and Trade

2 0 1 8 P R O J E C T S W O R K I N G I N T H E B L U E G R A S S

ACADEMY FOR CONTINUING CAREERS, EMPLOYABILITY, AND SOFT SKILLS (ACCESS)

The Academy for Continuing Careers, Employability and Soft Skills (ACCESS) training, is an in-depth, highly customizable training created locally to assist individuals in the three critical phases of employment: finding the job, getting the job, and keeping the job. The training has now grown in popularity and is being taught in Bluegrass area high schools, the Department of Corrections, and more. In PY2018, the ACCESS program has provided 445 youth and adults with valuable training to assist them in becoming a self-sufficient taxpaying member of their community.



AMTECK

In the summer of 2017 a request for proposal for a special project was advertised locally. The project provided for a mobile training unit to the winning proposal, with the understanding that the unit's primary intent was for the betterment of the Bluegrass area. The project was awarded to Amteck, who has a long history of innovative workforce outreach in the area and a successful history of partnering with the Bluegrass Local Workforce Development Area (LWDA). Amteck, since its award, has customized the unit to fully engage all visitors and educate them on the opportunities of available through their electrical apprenticeship program. The unit is now being utilized for outreach to even the most rural of areas of the state and providing information on workforce initiatives and the value of apprenticeship programs.

INTERNSHIPS PILOT PROJECT

The Bluegrass Local Workforce Development Area fostered a partnership with the University of Kentucky's Stuckert Career Center to launch a pilot internship program, which identifies students who qualify for Workforce Innovation and Opportunity Act (WIOA) services and would benefit from participation in a work-based learning opportunity. The project provides qualifying students with work-based learning opportunities to provide financial assistance and reduce their risk of dropping out before completing their post-secondary training. This project is being considered at other area post-secondary areas of education, including Berea College.



KENNEY PROSTHETICS PROJECT

A unique learning and employment opportunity has been developed for individuals who may not have previously considered the high demand Healthcare sector as a possibility. The Bluegrass LWDA in partnership with Kenny Orthotics & Prosthetics and Bluegrass Community & Technical College (BCTC) will be training individuals to select, design, and fabricate the appropriate prosthesis or orthosis. The project will have WIOA qualified participants attend class at BCTC one night a week in addition to 160 hours of job training at Kenney Orthotics & Prosthetics. Individuals are paid during their job training hours and those who complete the training will receive a raise. The initial orientation took place in the second week of March 2018, a second orientation will take place in the coming weeks with classes beginning in April 2018.



OUTREACH TO THE BLUEGRASS

Outreach to the more rural areas of the Bluegrass has been a priority since the hiring of a new Director of Workforce Services in 2016. In recent months, there have been significant improvements with the addition of virtual Talent Development Specialists. Virtual Talent Development Specialists are made possible by the addition of an online chat system and web camera, which allows individuals in the most rural locations connect with a Kentucky Career Center – Bluegrass to discuss workforce and training needs. As of Spring 2018, if a county in the Bluegrass does not have a career center or one-stop, that county's Adult Education centers is equipped with a camera. Now that cameras are in place, all seventeen counties have access to WIOA workforce services during regular business hours.

YOUTH WORK EXPERIENCE

The Bluegrass LWDA believes in providing our future workforce with the tools and skills necessary to ensure their success. Through the WIOA Youth Services Program, out-of-school youth are provided with employability classes, which includes classes in financial literacy, employability skills, and communication, before being placed in a work experience location. Each work experience location is chosen to focus on the individual's employment and long-term career interests. This opportunity to learn about a career through hands-on exploration ensures the youth are committed to their chosen career path, while developing habits that ensure their success. Currently, the program has a variety of valuable work experience locations for youth, including: Qualex Manufacturing, Lexington Manufacturing Center, Marcum and Wallace Hospital, Public Works (City of Wilmore), United Way, Southside Chiropractic, and the Kentucky Career Center - Bluegrass.



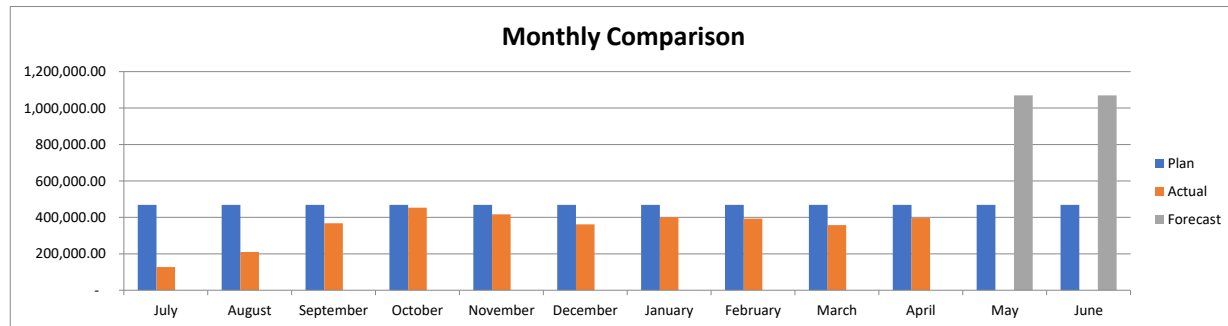
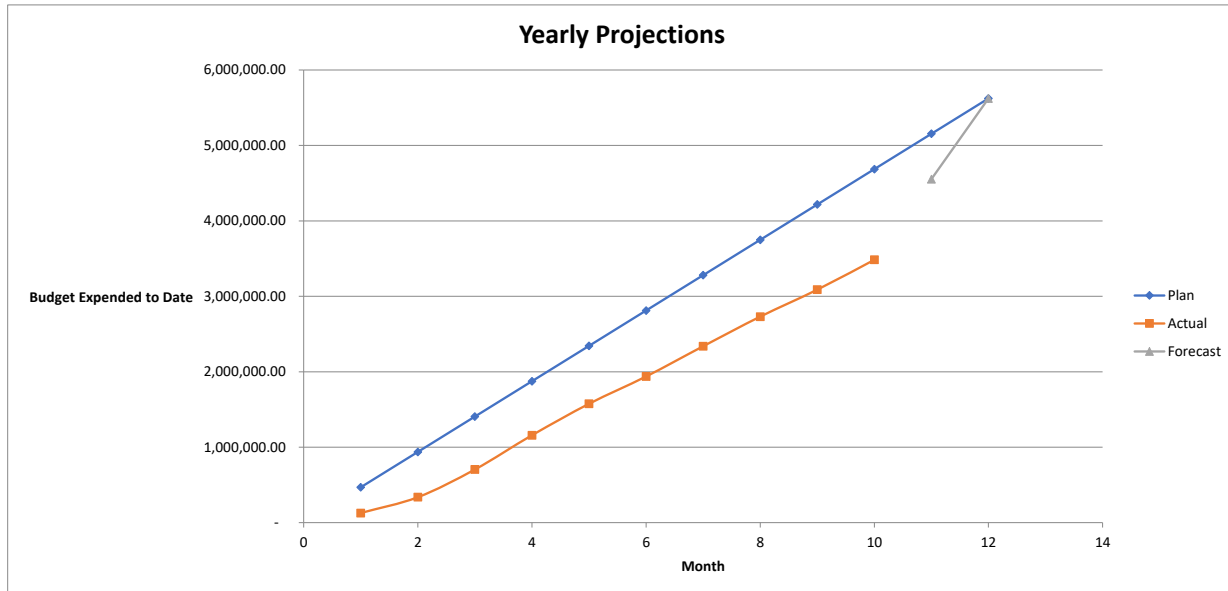
WORKFORCE SERVICES MANAGER AMONG SELECT FEW TO ATTEND SNAP E&T LEARNING ACADEMY

Workforce Services Manager, Amy Glasscock, was one of only 38 individuals selected for the eight-month SNAP E&T Learning Academy, which kicked off on February 14. She participated in an introductory virtual session, followed by a three-day learning session in Alexandria, Virginia in early March. She also received in-depth training in SNAP E&T policy and program development, heard from United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) leadership and workforce development and human service experts. Amy will attend total of fourteen training sessions before presenting her individual project to advance SNAP E&T in Kentucky in September.

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EMPLOYMENT & TRAINING (SNAPE & T) "PEER MENTORING"

SNAP E&T is a program that began January 1, 2018 and is intended to increase workforce participation and reduce the number of able bodied individuals utilizing this assistance. The Bluegrass Local Workforce Development Area assists with SNAP E&T participants by providing services through the KCC-Bluegrass. A new service being provided to these participants is peer mentoring. Peer mentoring will partner participants and encourage them to discuss their accomplishments, their struggles and supply support as they work to improve their employability skills. Once an individual obtains employment, they will have the option to remain a peer mentor to others that enter the program. The participants will be encouraged to contact their peer partner weekly to keep them motivated as they work toward employment.

**BLUEGRASS ADD
APRIL 2018
WIB FINANCIAL REPORT**



- On the Budget Overview sheet for funds that can be expended in the two-year period beginning July 1, 2017 and ending June 30, 2019, you can see that we are 56% (highlighted in orange) expended through April. With the April career center invoice included, we would be around 62% expended through April 30, 2018.
- We have expended \$3,492,247 of the \$3,751,972 of the grant money set to expire June 30, 2018, leaving us with a balance of \$259,725 to spend before the fiscal year end.
- The remaining \$1,870,725 of the budget is classified as carryover that is set to expire June 30, 2019.
- Of the \$259,725 left to be spent before June 30, 2018, \$55,775 is Admin, \$40,253 is Adult, \$8,081 is Dislocated Worker, and \$155,616 is Youth.
- Administrative expenses were about 68% through April. We have spent 85% of the Administrative funds that are set to expire June 30, 2018.
- Adult expenditures were about 101% through April. If you consider the April career center invoice, as well as the increased budget from the \$650,000 and \$370,000 transfers from Dislocated Worker to Adult, that would put our expenditures through April around 64%. We have spent 98% of the Adult funds that are set to expire June 30, 2018.
- The Dislocated Worker program was 27% expended through April. Adjusting for the April invoice and transfers, this would put us around 58% expended. We have spent 99% of the Dislocated Worker funds that are set to expire June 30, 2018.
- Youth was around 57% expended through April, and about 63% expended with the April career center invoice. We have spent 86% of the Youth funds that are set to expire June 30, 2018.
- Currently, we have \$630,844 in obligations for the Adult program, \$130,826 for the Dislocated Worker program, and \$242,812 in obligations for the Youth program.

**BLUEGRASS ADD
FY18 BUDGET
July 1 - June 30, 2018**

ALLOCATIONS	ADMIN*	ADULT*	DW*	YOUTH*	BUDGET	YTD - MARCH	BALANCE	YTD %
FY18 ALLOCATION - 7/1/17 & 10/1/17	\$ 237,354.16	\$ 886,616.29	\$ 1,249,571.23	\$ -	\$ 2,373,541.68	\$ 2,373,541.68	\$ 0.00	100%
FY17 CARRYOVER as of 6/30/17	\$ 353,869.32	\$ 807,020.60	\$ 1,292,202.05	\$ 2,111,531.55	\$ 4,564,623.52	\$ 4,473,684.63	\$ 90,938.89	98%
TOTAL ALLOCATION	\$ 591,223.49	\$ 1,693,636.89	\$ 2,541,773.28	\$ 2,111,531.55	\$ 6,938,165.20	\$ 6,847,226.31	\$ 90,938.89	99%
OPERATING COSTS								
Staff	\$ 269,658.00	\$ 114,706.00	\$ 144,767.00	\$ 87,786.00	\$ 616,917.00	\$ 430,121.98	\$ 186,795.02	70%
Staff Travel	\$ 1,750.00	\$ 908.00	\$ 1,146.00	\$ 695.00	\$ 4,499.00	\$ 4,179.34	\$ 319.66	93%
Supplies, Postage, Fees, Copies, Other	\$ 2,100.00	\$ 2,841.00	\$ 3,585.00	\$ 2,174.00	\$ 10,700.00	\$ 17,703.65	\$ (7,003.65)	165%
Phone, Computer, Equipment	\$ 2,000.00	\$ 9,084.00	\$ 11,464.00	\$ 6,952.00	\$ 29,500.00	\$ 12,518.77	\$ 16,981.23	42%
Legal Fees**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
BGWIB/LEO Support	\$ -	\$ 1,982.00	\$ 2,501.00	\$ 1,517.00	\$ 6,000.00	\$ 4,999.08	\$ 1,000.92	83%
Professional Development	\$ 12,000.00	\$ 4,955.00	\$ 6,253.00	\$ 3,792.00	\$ 27,000.00	\$ 15,300.16	\$ 11,699.84	57%
Indirect/Shared	\$ 111,744.00	\$ 50,023.00	\$ 63,132.00	\$ 38,283.00	\$ 263,182.00	\$ 146,980.02	\$ 116,201.98	56%
Career Center	\$ -	\$ 26,425.00	\$ 33,351.00	\$ 20,224.00	\$ 80,000.00	\$ 62,982.90	\$ 17,017.10	79%
TOTAL	\$ 399,252.00	\$ 210,924.00	\$ 266,199.00	\$ 161,423.00	\$ 1,037,798.00	\$ 694,785.90	\$ 343,012.10	67%
PROGRAM DELIVERY COSTS								
Staff	\$ -	\$ 266,950.00	\$ 426,981.00	\$ 175,668.00	\$ 869,599.00	\$ 618,673.44	\$ 250,925.56	71%
Staff Travel	\$ -	\$ 6,143.00	\$ 9,831.00	\$ 8,582.00	\$ 24,556.00	\$ 24,090.28	\$ 465.72	98%
Supplies, Postage, Fees, Copies, Other	\$ -	\$ 18,666.00	\$ 29,884.00	\$ 25,886.00	\$ 74,436.00	\$ 45,803.24	\$ 28,632.76	62%
Phone, Computer, Equipment	\$ -	\$ 9,047.00	\$ 14,491.00	\$ 12,651.00	\$ 36,189.00	\$ 25,489.66	\$ 10,699.34	70%
Professional Development	\$ -	\$ 1,044.00	\$ 1,672.00	\$ 1,460.00	\$ 4,176.00	\$ 4,450.89	\$ (274.89)	107%
Professional Services	\$ -	\$ 2,315.00	\$ 3,707.00	\$ 3,236.00	\$ 9,258.00	\$ 5,229.61	\$ 4,028.39	56%
Indirect/Shared	\$ -	\$ 33,823.00	\$ 51,242.00	\$ 76,517.00	\$ 161,582.00	\$ 59,589.78	\$ 101,992.22	37%
Profit	\$ -	\$ 20,470.00	\$ 31,012.00	\$ 32,773.00	\$ 84,255.00	\$ 92,483.53	\$ (8,228.53)	110%
Contracts (Youth/United Way)	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 573,745.00	\$ 673,745.00	\$ 385,182.32	\$ 288,562.68	57%
Work Experience	\$ -	\$ 261,166.00	\$ -	\$ 351,749.00	\$ 612,915.00	\$ 6,591.71	\$ 606,323.29	1%
Work Experience Youth	\$ -	\$ -	\$ -	\$ 70,724.00	\$ 70,724.00	\$ 102,669.57	\$ (31,945.57)	145%
Training	\$ -	\$ 226,387.00	\$ 562,188.00	\$ 135,157.00	\$ 923,732.00	\$ 776,848.43	\$ 146,883.57	84%
Support Services	\$ -	\$ 85,422.00	\$ 211,950.00	\$ 86,568.00	\$ 383,940.00	\$ 56,881.56	\$ 327,058.44	15%
Employer Services	\$ -	\$ 150,000.00	\$ 420,000.00	\$ -	\$ 570,000.00	\$ 201,570.15	\$ 368,429.85	35%
TOTAL	\$ -	\$ 1,131,433.00	\$ 1,812,958.00	\$ 1,554,716.00	\$ 4,499,107.00	\$ 2,405,554.17	\$ 2,093,552.83	53%
ONE STOP OPERATOR COSTS								
Staff	\$ 11,528.00	\$ 14,615.00	\$ 24,896.00	\$ 19,771.00	\$ 70,810.00	\$ 51,711.99	\$ 19,098.01	73%
Staff Travel	\$ 1,521.00	\$ 192.00	\$ 299.00	\$ 257.00	\$ 2,269.00	\$ 3,987.08	\$ (1,718.08)	176%
Supplies, Postage, Fees, Copies, Other	\$ 1,231.00	\$ 557.00	\$ 866.00	\$ 742.00	\$ 3,396.00	\$ 248.68	\$ 3,147.32	7%
Phone, Computer, Equipment	\$ 38.00	\$ 338.00	\$ 526.00	\$ 451.00	\$ 1,353.00	\$ 517.36	\$ 835.64	38%
Professional Development	\$ 4.00	\$ 39.00	\$ 61.00	\$ 52.00	\$ 156.00	\$ 5.85	\$ 150.15	4%
Professional Services	\$ 10.00	\$ 82.00	\$ 128.00	\$ 109.00	\$ 329.00	\$ 37.82	\$ 291.18	11%
Indirect/Shared	\$ 1,369.00	\$ 1,511.00	\$ 2,557.00	\$ 2,042.00	\$ 7,479.00	\$ 5,396.59	\$ 2,082.41	72%
TOTAL	\$ 15,701.00	\$ 17,334.00	\$ 29,333.00	\$ 23,424.00	\$ 85,792.00	\$ 61,905.37	\$ 23,886.63	72%
TOTAL PROJECTED EXPENSES	\$ 414,953.00	\$ 1,359,691.00	\$ 2,108,490.00	\$ 1,739,563.00	\$ 5,622,697.00	\$ 3,162,245.45	\$ 2,460,451.55	56%
TOTAL RESERVED FY19 FUNDS	\$ 176,270.49	\$ 333,945.89	\$ 433,283.28	\$ 371,968.55	\$ 1,315,468.20			
ALLOCATIONS- NON FORMULA FUNDS								
Trade	\$ 650,000.00							
Rapid Response	\$ 200,000.00							

Trade funding is 100% pass thru. It impacts workers who have lost their jobs as a result of foreign trade.
Rapid Response covers case management for Trade participants.

*Governing Board of Local Elected Officials - Approved 7/20/17, Modified 10/2/17
**Requests for legal assistance funds will be considered on a case-by-case basis. Legal funds will require prior approval by the Executive Committee of the Bluegrass Governing Board of Local Elected Officials.

**BLUEGRASS ADD
FY18 BUDGET TO ACTUAL
APRIL 2018
ADMINISTRATIVE**

	ADMIN BUDGET	APRIL 2018	YTD TOTAL	BALANCE	YTD%
ALLOCATIONS					
FY18 ALLOCATION - 7/1/17 & 10/1/17	\$ 237,354.16	\$ 237,354.16	\$ 237,354.16	\$ 0.00	100%
FY17 CARRYOVER as of 6/30/17	\$ 353,869.32	\$ 417,379.12	\$ 417,379.12	\$ (63,509.80)	118%
TOTAL ALLOCATION	\$ 591,223.49	\$ 654,733.28	\$ 654,733.28	\$ (63,509.80)	111%
OPERATING COSTS					
Staff	\$ 269,658.00	\$ 18,892.97	\$ 201,169.89	\$ 68,488.11	75%
Staff Travel	\$ 1,750.00	\$ 300.44	\$ 931.74	\$ 818.26	53%
Supplies, Postage, Fees, Copies, Other	\$ 2,100.00	\$ 15.94	\$ 2,378.14	\$ (278.14)	113%
Phone, Computer, Equipment	\$ 2,000.00	\$ 155.87	\$ 1,141.91	\$ 858.09	57%
Legal Fees**	\$ -	\$ -	\$ -	\$ -	0%
BGWIB/LEO Support	\$ -	\$ -	\$ -	\$ -	0%
Professional Development	\$ 12,000.00	\$ 858.80	\$ 5,175.07	\$ 6,824.93	43%
Indirect/Shared	\$ 111,744.00	\$ 6,843.37	\$ 63,802.56	\$ 47,941.44	57%
Career Center	\$ -	\$ -	\$ -	\$ -	0%
TOTAL	\$ 399,252.00	\$ 27,067.39	\$ 274,599.31	\$ 124,652.69	69%
PROGRAM DELIVERY COSTS					
Staff	\$ -	\$ -	\$ -	\$ -	0%
Staff Travel	\$ -	\$ -	\$ -	\$ -	0%
Supplies, Postage, Fees, Copies, Other	\$ -	\$ -	\$ -	\$ -	0%
Phone, Computer, Equipment	\$ -	\$ -	\$ -	\$ -	0%
Professional Development	\$ -	\$ -	\$ -	\$ -	0%
Professional Services	\$ -	\$ -	\$ -	\$ -	0%
Indirect/Shared	\$ -	\$ -	\$ -	\$ -	0%
Profit	\$ -	\$ -	\$ -	\$ -	0%
Contracts (Youth/United Way)	\$ -	\$ -	\$ -	\$ -	0%
Work Experience	\$ -	\$ -	\$ -	\$ -	0%
Training	\$ -	\$ -	\$ -	\$ -	0%
Support Services	\$ -	\$ -	\$ -	\$ -	0%
Employer Services	\$ -	\$ -	\$ -	\$ -	0%
TOTAL	\$ -	\$ -	\$ -	\$ -	0%
ONE STOP OPERATOR COSTS					
Staff	\$ 11,528.00	\$ 1,510.22	\$ 5,695.78	\$ 5,832.22	49%
Staff Travel	\$ 1,521.00	\$ 23.86	\$ 1,194.61	\$ 326.39	79%
Supplies, Postage, Fees, Copies, Other	\$ 1,231.00	\$ -	\$ 6.92	\$ 1,224.08	1%
Phone, Computer, Equipment	\$ 38.00	\$ 1.49	\$ 4.86	\$ 33.14	13%
Professional Development	\$ 4.00	\$ -	\$ 5.85	\$ (1.85)	146%
Professional Services	\$ 10.00	\$ 0.13	\$ 0.72	\$ 9.28	7%
Indirect/Shared	\$ 1,369.00	\$ 146.66	\$ 659.78	\$ 709.22	48%
TOTAL	\$ 15,701.00	\$ 1,682.36	\$ 7,568.52	\$ 8,132.48	48%
TOTAL PROJECTED EXPENSES	\$ 414,953.00	\$ 28,749.75	\$ 282,167.83	\$ 132,785.17	68%
TOTAL RESERVED FY19 FUNDS	\$ 176,270.49				

**BLUEGRASS ADD
FY18 BUDGET TO ACTUAL
APRIL 2018
ADULT**

	ADULT BUDGET	APRIL 2018	YTD TOTAL	BALANCE	YTD%
ALLOCATIONS					
FY18 ALLOCATION - 7/1/17 & 10/1/17	\$ 886,616.29	\$ 886,616.29	\$ 886,616.29	\$ -	100%
FY17 CARRYOVER as of 6/30/17	\$ 807,020.60	\$ 722,717.19	\$ 722,717.19	\$ 84,303.41	90%
TOTAL ALLOCATION	\$ 1,693,636.89	\$ 1,609,333.48	\$ 1,609,333.48	\$ 84,303.41	95%
OPERATING COSTS					
Staff	\$ 114,706.00	\$ 7,085.26	\$ 81,180.44	\$ 33,525.56	71%
Staff Travel	\$ 908.00	\$ 158.37	\$ 1,417.16	\$ (509.16)	156%
Supplies, Postage, Fees, Copies, Other	\$ 2,841.00	\$ 160.86	\$ 5,216.73	\$ (2,375.73)	184%
Phone, Computer, Equipment	\$ 9,084.00	\$ 194.26	\$ 4,597.95	\$ 4,486.05	51%
Legal Fees**	\$ -	\$ -	\$ -	\$ -	0%
BGWIB/LEO Support	\$ 1,982.00	\$ 361.64	\$ 1,285.49	\$ 696.51	65%
Professional Development	\$ 4,955.00	\$ 287.58	\$ 3,263.97	\$ 1,691.03	66%
Indirect/Shared	\$ 50,023.00	\$ 2,533.20	\$ 29,373.77	\$ 20,649.23	59%
Career Center	\$ 26,425.00	\$ 5,988.43	\$ 25,228.13	\$ 1,196.87	95%
TOTAL	\$ 210,924.00	\$ 16,769.60	\$ 151,563.64	\$ 59,360.36	72%
PROGRAM DELIVERY COSTS					
Staff	\$ 266,950.00	\$ 21,967.92	\$ 259,936.18	\$ 7,013.82	97%
Staff Travel	\$ 6,143.00	\$ 884.95	\$ 7,720.54	\$ (1,577.54)	126%
Supplies, Postage, Fees, Copies, Other	\$ 18,666.00	\$ 995.36	\$ 14,148.71	\$ 4,517.29	76%
Phone, Computer, Equipment	\$ 9,047.00	\$ 168.62	\$ 7,367.12	\$ 1,679.88	81%
Professional Development	\$ 1,044.00	\$ -	\$ 1,179.30	\$ (135.30)	113%
Professional Services	\$ 2,315.00	\$ 170.74	\$ 2,079.46	\$ 235.54	90%
Indirect/Shared	\$ 33,823.00	\$ 2,644.16	\$ 28,979.46	\$ 4,843.54	86%
Profit	\$ 20,470.00	\$ 5,522.12	\$ 20,074.77	\$ 395.23	98%
Contracts (Youth/United Way)	\$ 50,000.00	\$ 3,500.00	\$ 31,999.98	\$ 18,000.02	64%
Work Experience	\$ 261,166.00	\$ 4,210.78	\$ 6,591.71	\$ 254,574.29	3%
Training	\$ 226,387.00	\$ 23,894.00	\$ 611,044.86	\$ (384,657.86)	270%
Support Services	\$ 85,422.00	\$ 11,044.65	\$ 33,888.39	\$ 51,533.61	40%
Employer Services	\$ 150,000.00	\$ 10,438.40	\$ 177,689.81	\$ (27,689.81)	0%
TOTAL	\$ 1,131,433.00	\$ 85,441.71	\$ 1,202,700.28	\$ (71,267.28)	106%
ONE STOP OPERATOR COSTS					
Staff	\$ 14,615.00	\$ 882.27	\$ 14,832.39	\$ (217.39)	101%
Staff Travel	\$ 192.00	\$ 224.55	\$ 778.02	\$ (586.02)	405%
Supplies, Postage, Fees, Copies, Other	\$ 557.00	\$ -	\$ 81.79	\$ 475.21	15%
Phone, Computer, Equipment	\$ 338.00	\$ 14.05	\$ 144.65	\$ 193.35	43%
Professional Development	\$ 39.00	\$ -	\$ -	\$ 39.00	0%
Professional Services	\$ 82.00	\$ 1.21	\$ 10.38	\$ 71.62	13%
Indirect/Shared	\$ 1,511.00	\$ 107.16	\$ 1,513.41	\$ (2.41)	100%
TOTAL	\$ 17,334.00	\$ 1,229.24	\$ 17,360.64	\$ (26.64)	100%
TOTAL PROJECTED EXPENSES	\$ 1,359,691.00	\$ 103,440.54	\$ 1,371,624.57	\$ (11,933.57)	101%
TOTAL RESERVED FY19 FUNDS	\$ 333,945.89				

**BLUEGRASS ADD
FY18 BUDGET TO ACTUAL
APRIL 2018
DISLOCATED WORKER**

	DW BUDGET	APRIL 2018	YTD TOTAL	BALANCE	YTD%
ALLOCATIONS					
FY18 ALLOCATION - 7/1/17 & 10/1/17	\$ 1,249,571.23	\$ 1,249,571.23	\$ 1,249,571.23	\$ -	100%
FY17 CARRYOVER as of 6/30/17	\$ 1,292,202.05	\$ 1,222,056.77	\$ 1,222,056.77	\$ 70,145.28	95%
TOTAL ALLOCATION	\$ 2,541,773.28	\$ 2,471,628.00	\$ 2,471,628.00	\$ 70,145.28	97%
OPERATING COSTS					
Staff	\$ 144,767.00	\$ 7,492.62	\$ 85,208.64	\$ 59,558.36	59%
Staff Travel	\$ 1,146.00	\$ 164.92	\$ 1,179.10	\$ (33.10)	103%
Supplies, Postage, Fees, Copies, Other	\$ 3,585.00	\$ 209.93	\$ 5,153.06	\$ (1,568.06)	144%
Phone, Computer, Equipment	\$ 11,464.00	\$ 292.64	\$ 5,464.54	\$ 5,999.46	48%
Legal Fees**	\$ -	\$ -	\$ -	\$ -	0%
BGWIB/LEO Support	\$ 2,501.00	\$ 361.63	\$ 1,285.48	\$ 1,215.52	51%
Professional Development	\$ 6,253.00	\$ 287.57	\$ 3,263.93	\$ 2,989.07	52%
Indirect/Shared	\$ 63,132.00	\$ 2,690.49	\$ 30,985.93	\$ 32,146.07	49%
Career Center	\$ 33,351.00	\$ 4,534.96	\$ 19,088.30	\$ 14,262.70	57%
TOTAL	\$ 266,199.00	\$ 16,034.76	\$ 151,628.98	\$ 114,570.02	57%
PROGRAM DELIVERY COSTS					
Staff	\$ 426,981.00	\$ 26,478.06	\$ 198,652.07	\$ 228,328.93	47%
Staff Travel	\$ 9,831.00	\$ 1,141.92	\$ 5,482.06	\$ 4,348.94	56%
Supplies, Postage, Fees, Copies, Other	\$ 29,884.00	\$ 1,284.42	\$ 9,640.42	\$ 20,243.58	32%
Phone, Computer, Equipment	\$ 14,491.00	\$ 217.60	\$ 3,852.27	\$ 10,638.73	27%
Professional Development	\$ 1,672.00	\$ -	\$ 1,115.63	\$ 556.37	67%
Professional Services	\$ 3,707.00	\$ 220.26	\$ 1,449.66	\$ 2,257.34	39%
Indirect/Shared	\$ 51,242.00	\$ 3,136.44	\$ 22,118.68	\$ 29,123.32	43%
Profit	\$ 31,012.00	\$ 7,125.88	\$ 21,838.63	\$ 9,173.37	70%
Contracts (Youth/United Way)	\$ 50,000.00	\$ 3,500.00	\$ 32,000.01	\$ 17,999.99	64%
Work Experience	\$ -	\$ -	\$ -	\$ -	0%
Training	\$ 562,188.00	\$ 19,850.00	\$ 73,249.75	\$ 488,938.25	13%
Support Services	\$ 211,950.00	\$ 347.60	\$ 4,122.01	\$ 207,827.99	2%
Employer Services	\$ 420,000.00	\$ -	\$ 23,880.34	\$ 396,119.66	6%
TOTAL	\$ 1,812,958.00	\$ 63,302.18	\$ 397,401.53	\$ 1,415,556.47	22%
ONE STOP OPERATOR COSTS					
Staff	\$ 24,896.00	\$ 1,138.51	\$ 11,171.50	\$ 13,724.50	45%
Staff Travel	\$ 299.00	\$ 289.77	\$ 618.96	\$ (319.96)	207%
Supplies, Postage, Fees, Copies, Other	\$ 866.00	\$ -	\$ 67.90	\$ 798.10	8%
Phone, Computer, Equipment	\$ 526.00	\$ 18.13	\$ 103.31	\$ 422.69	20%
Professional Development	\$ 61.00	\$ -	\$ -	\$ 61.00	0%
Professional Services	\$ 128.00	\$ 1.56	\$ 8.95	\$ 119.05	7%
Indirect/Shared	\$ 2,557.00	\$ 138.28	\$ 1,143.20	\$ 1,413.80	45%
TOTAL	\$ 29,333.00	\$ 1,586.25	\$ 13,113.82	\$ 16,219.18	45%
TOTAL PROJECTED EXPENSES	\$ 2,108,490.00	\$ 80,923.19	\$ 562,144.33	\$ 1,546,345.67	27%
TOTAL RESERVED FY19 FUNDS	\$ 433,283.28				

**BLUEGRASS ADD
FY18 BUDGET TO ACTUAL
APRIL 2018
YOUTH**

	YOUTH BUDGET	APRIL 2018	YTD TOTAL	BALANCE	YTD%
ALLOCATIONS					
FY18 ALLOCATION - 7/1/17 & 10/1/17	\$ -		\$ -	\$ -	0%
FY17 CARRYOVER as of 6/30/17	\$ 2,111,531.55	\$ 2,111,531.55	\$ 2,111,531.55	\$ (0.00)	100%
TOTAL ALLOCATION	\$ 2,111,531.55	\$ 2,111,531.55	\$ 2,111,531.55	\$ (0.00)	100%
OPERATING COSTS					
Staff	\$ 87,786.00	\$ 6,290.64	\$ 62,563.01	\$ 25,222.99	71%
Staff Travel	\$ 695.00	\$ 113.77	\$ 651.34	\$ 43.66	94%
Supplies, Postage, Fees, Copies, Other	\$ 2,174.00	\$ 260.41	\$ 4,955.72	\$ (2,781.72)	228%
Phone, Computer, Equipment	\$ 6,952.00	\$ 141.34	\$ 1,314.37	\$ 5,637.63	19%
Legal Fees**	\$ -	\$ -	\$ -	\$ -	0%
BGWIB/LEO Support	\$ 1,517.00	\$ 723.27	\$ 2,428.11	\$ (911.11)	160%
Professional Development	\$ 3,792.00	\$ 287.57	\$ 3,597.19	\$ 194.81	95%
Indirect/Shared	\$ 38,283.00	\$ 2,272.04	\$ 22,817.76	\$ 15,465.24	60%
Career Center	\$ 20,224.00	\$ 4,493.90	\$ 18,666.47	\$ 1,557.53	92%
TOTAL	\$ 161,423.00	\$ 14,582.94	\$ 116,993.97	\$ 44,429.03	72%
PROGRAM DELIVERY COSTS					
Staff	\$ 175,668.00	\$ 34,226.77	\$ 160,085.19	\$ 15,582.81	91%
Staff Travel	\$ 8,582.00	\$ 4,425.45	\$ 10,887.68	\$ (2,305.68)	127%
Supplies, Postage, Fees, Copies, Other	\$ 25,886.00	\$ 3,146.74	\$ 22,014.11	\$ 3,871.89	85%
Phone, Computer, Equipment	\$ 12,651.00	\$ 4,249.08	\$ 14,270.27	\$ (1,619.27)	113%
Professional Development	\$ 1,460.00	\$ -	\$ 2,155.96	\$ (695.96)	148%
Professional Services	\$ 3,236.00	\$ 363.79	\$ 1,700.49	\$ 1,535.51	53%
Indirect/Shared	\$ 76,517.00	\$ 6,351.40	\$ 8,491.64	\$ 68,025.36	11%
Profit	\$ 32,773.00	\$ 8,227.50	\$ 50,570.13	\$ (17,797.13)	154%
Contracts (Youth/United Way)	\$ 573,745.00	\$ 20,094.93	\$ 321,182.33	\$ 252,562.67	56%
Work Experience	\$ 351,749.00	\$ 25,966.15	\$ 102,669.57	\$ 249,079.43	29%
Training	\$ 135,157.00	\$ 5,858.82	\$ 92,553.82	\$ 42,603.18	68%
Support Services	\$ 86,568.00	\$ 2,352.42	\$ 18,871.16	\$ 67,696.84	22%
Employer Services	\$ -	\$ -	\$ -	\$ -	0%
TOTAL	\$ 1,483,992.00	\$ 115,263.05	\$ 805,452.36	\$ 678,539.64	54%
ONE STOP OPERATOR COSTS					
Staff	\$ 19,771.00	\$ 2,290.21	\$ 20,012.32	\$ (241.32)	101%
Staff Travel	\$ 257.00	\$ 582.90	\$ 1,395.49	\$ (1,138.49)	543%
Supplies, Postage, Fees, Copies, Other	\$ 742.00	\$ -	\$ 92.07	\$ 649.93	12%
Phone, Computer, Equipment	\$ 451.00	\$ 36.46	\$ 264.54	\$ 186.46	59%
Professional Development	\$ 52.00	\$ -	\$ -	\$ 52.00	0%
Professional Services	\$ 109.00	\$ 3.14	\$ 17.77	\$ 91.23	16%
Indirect/Shared	\$ 2,042.00	\$ 278.16	\$ 2,080.20	\$ (38.20)	102%
TOTAL	\$ 23,424.00	\$ 3,190.87	\$ 23,862.39	\$ (438.39)	102%
TOTAL PROJECTED EXPENSES	\$ 1,668,839.00	\$ 133,036.86	\$ 946,308.72	\$ 722,530.28	57%
TOTAL RESERVED FY19 FUNDS	\$ 442,692.55				



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:

PON2 531 1900001452

Version: 1

Record Date:

Document Description: DWI & LWDBs WIOA

Cited Authority: PL113-128
Workforce Innovation Opportunity Act (WIOA)

Reason for Modification:

Issuer Contact:Name: Lori Miller
Phone: 502-564-2663
E-mail: LoriB.Miller@ky.gov**Vendor Name:**Multiple Provider

702 Capitol Avenue
OMPS
Frankfort

KY 40601

Vendor No.

ZZMISCPROC

Vendor ContactName: No Contact
Phone: XXX-XXX-XXXX
Email:

Effective From: 2018-07-01

Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administrative Services, All Kinds	\$0.000000	\$74,000,000.00	\$74,000,000.00

Extended Description:

All parties shall adhere to 29 U.S.C.A. 3102 and established policies for WIOA definitions of terms and phrases for programs, services, criteria, and compliance requirements set out in this MOA.2.All parties agree to comply with all federal statutory and regulatory laws as amended governing the WIOA, including but not limited to, 29 U.S.C.A. 3101 et seq.; 29 C.F.R. Parts 93, 96, 97, 98, and 99; and all state regulatory laws including 787 KAR 2:040 regarding WIOA service delivery, monitoring, performance, and compliance requirements.3.All parties further agree to comply with all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting WIOA Programs including, but not limited to, Action, Information, Guidance and Federal Issuance memos, Training and Employment Guidance Letters (TEGL), Training and Employment Information Notices (TEIN), Federal Registers, Technical Assistance Guides (TAG), Financial Management Guides (FMG), Executive Orders, and other WIOA relevant program manuals.

Shipping Information:	Billing Information:
	EC Employment And Training-Frankfort 275 E Main St Mailstop 2CA Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$74,000,000.00
-------------------------------	------------------------

	Document Description	Page 1
1900001452	DWI & LWDBs WIOA	of 43

Memorandum of Agreement
Between
Commonwealth of Kentucky
Education and Workforce Development Cabinet
Department of Workforce Investment
And
The Local Area Development Districts/Concentrated Employment Programs/Fiscal Agents/Local Grant Subrecipients;
The Chief Local Elected Officials; and
The Local Workforce Development Boards

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Workforce Investment ("the Commonwealth", the "Department" or the "First Party") and Local Area Development Districts/Concentrated Employment Programs/Fiscal Agents/Local Grant Subrecipients ("the Contractor" or "Second party") the Chief Local Elected Officials (hereinafter the Third Party whether individually designated or collectively designated) and the Local Workforce Development Boards (hereinafter the Fourth Party) enter into this Memorandum of Agreement (MOA). For purposes of this MOA, the Second Party, Third Party and Fourth Party may be collectively referred to as the stated parties or recipient(s) or vendor(s) or contractor(s), to establish an agreement for Workforce Innovation and Opportunity Act (WIOA). The initial MOA is effective from July 1, 2018 through June 30, 2020.

Scope of Services:

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) enacted by the Congress of the United States provides for the United States Department of Labor funds to be granted to the Commonwealth of Kentucky for the delivery of workforce services and programs under WIOA;

WHEREAS, WIOA requires the designation of local workforce development areas and the establishment of local boards to perform mandated functions within the local area;

WHEREAS, the chief local elected official(s) in a local workforce development area shall serve as the local grant recipient and there may be designated either an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent through a competitive procurement process pursuant to Workforce Innovation and Opportunity Act-Interlocal Agreements, Chief Local Elected Official and Local Elected Official Roles and Responsibilities, Policy No. 15-002 (hereinafter Interlocal Agreement Policy No. 15-002); and

WHEREAS, a MOA is necessary to provide allocated workforce development funds to each local workforce development area to increase the employment, education, training, and support services of participants, to support the alignment of workforce investment, education, and economic development systems and to promote improvement in the structure of and delivery of services, and, as a result, improve the Commonwealth of Kentucky's workforce and its citizens' quality of life.

NOW THEREFORE, the parties hereto agree as follows:

Scope of Services:

Section A: WIOA Compliance Overview

1. All parties shall adhere to 29 U.S.C.A. § 3102 and established policies for WIOA definitions of terms and phrases for programs, services, criteria, and compliance requirements set out in this MOA.
2. All parties agree to comply with all federal statutory and regulatory laws as amended governing the WIOA, including but not limited to, 29 U.S.C.A. § 3101 et seq.; 29 C.F.R. Parts 93, 96, 97, 98, and 99; and all state regulatory laws including 787 KAR 2:040 regarding WIOA service delivery, monitoring, performance, and compliance requirements.

	Document Description	Page 2
1900001452	DWI & LWDBs WIOA	of 43

3. All parties further agree to comply with all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting WIOA Programs including, but not limited to, Action, Information, Guidance and Federal Issuance memos, Training and Employment Guidance Letters (TEGL), Training and Employment Information Notices (TEIN), Federal Registers, Technical Assistance Guides (TAG), Financial Management Guides (FMG), Executive Orders, and other WIOA relevant program manuals.

Section B: The Department shall:

1. Distribute WIOA allocated federal funds from the U.S. Department of Labor awarded to the Department of Workforce Investment (Department).
2. Notify the Second Party, Third Party and Fourth Party of funding allocations and cost limitations, program requirements and deliverables and any other special items and conditions applicable to the allocation via the Notices of Fund Availability (NFA) process in the affected Terms and Conditions of this MOA.
3. Provide the allocation of funds through the Division of Fiscal & Budget Integrity (DFBI)–NFA, made by the Department to the Second Party, which funding may be reduced only: if there is an interruption or reduction in federal funding to the Commonwealth; or if the Commonwealth has, under this MOA or WIOA, imposed a sanction on the Second Party, Third Party, or Fourth Party or the Direct Service Provider, as provided for in the Memorandum of Understanding entered into by all parties to this agreement as well as the Direct Service Provider, that authorizes the reduction of funding; or if any of the parties to this MOA have demonstrated repeated non-compliance through a recurring pattern of findings, disallowed costs, or failure to comply with explicit provisions in WIOA; or if a change is necessary to reflect reductions/increases in carry over estimates; or other provisions of this MOA or WIOA authorizes an interruption, reduction or termination. The NFA shall be signed by the DFBI Director and the Office of Employment & Training (OET) Executive Director. The NFA shall designate the amounts by program year and is the official document authorizing the amount of funds available for expenditure. The NFA will set terms and conditions, deliverables and timelines for expenditures of funds.
4. Provide WIOA funds obligated by this MOA to the Second Party via electronic fund transfers pursuant to DFBI drawdown-of-funds policies and procedures. At least monthly reconciliation of costs in the Second Party's books/chart of accounts is required.
5. Provide timely issuance of all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting WIOA Programs as described in Section A, paragraph 3 of this MOA.
6. Provide adequate technical assistance necessary for the implementation of all aspects of this MOA.
7. Monitor and evaluate the program for compliance with the WIOA Compliance Overview Section provisions of this MOA.
8. Be authorized to withhold payment if the Second Party, Third Party, or Fourth Party or Direct Service Provider fails to comply with the programmatic requirements, fiscal reporting requirements, any provision of this MOA or WIOA, or fails to provide requested information OET requires from the Second Party, Third Party, or Fourth Party or the Direct Service Provider.
9. Recoup any funds it determines are unallowable, excessive, or unreasonable including administrative and program dollars. All costs must follow the guidelines set forth in Appendix A of 2 CFR part 225.
10. After taking into consideration any written comments submitted by the local areas, the First Party shall establish performance metrics to increase efficiency and accountability of the workforce system. These metrics will account for and control multiple variables, while providing KCC-, LWDA-, and state-level measurement.
11. Shall limit or withhold trade funding if any of the parties to this MOA have demonstrated repeated non-compliance through a recurring pattern of failure to comply with explicit provisions in the Trade Adjustment Assistance, Trade Readjustment Allowance, WIOA, or any other state policy or program.

Section C: The Second Party's WIOA responsibilities shall include, but not be limited to:

	Document Description	Page 3
1900001452	DWI & LWDBs WIOA	of 43

1. Within fifteen (15) calendar days of execution and in conjunction with the Third Party, provide to the First Party at Division of Administrative Services, Procurement Branch, 300 Sower Blvd., 4th Floor, Frankfort, KY 40601 a fully executed copy of the written contract or other legal instrument designating it as the local grant sub-recipient or local fiscal agent pursuant to 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (II) and Interlocal Agreement Policy No. 15-002.
2. Adhere to all WIOA responsibilities, including but not limited to, the disbursement of funds on receiving such direction from the Fourth Party for workforce development activities. Ensure employees providing services under this MOA are appropriately experienced in grant administration and participate in necessary and appropriate training opportunities. Within fifteen (15) calendar days of the end of the fiscal year, the Second Party shall provide documentation, in writing, to the First Party identifying the employees who are experienced in grant administration as well as information as to the names of employees who participated in training the previous fiscal year and the dates on which said training occurred.
3. Using federal standards, utilize an indirect cost rate or cost allocation plan to be applied to WIOA funds and documented as necessary for reports as specified in Section 6, Reports, of the Additional Department of Workforce Investment Terms and Conditions.
4. Submit to DFBI a drawdown-of-funds request per OET policies and procedures. Receive WIOA funding through the First Party's electronic fund transfer system which requires at least monthly reconciliation of costs in the Second Party's books/chart of accounts. These funds are for actual allowable and reasonable costs as outlined in the DFBI-NFA. Release of funds shall be subject to the Second Party's submission of any requested program, financial reports, and detailed invoices as specified by OET policy and personnel within the timeframes specified.
5. Within fifteen (15) calendar days notify First Party in writing if it ceases to be the designated local grant sub-recipient or local fiscal agent.
6. If designated through a competitive process as a one-stop operator or as a direct service provider by the Fourth Party, with the agreement of the Third Party, pursuant to 29 U.S.C.A. § 3122(d)(10) and 29 U.S.C.A. § 3151(d), provide to the extent authorized WIOA career services to eligible participants for continued participation in the labor force by improving their education and occupational skills, and manage the requisite programmatic and participant data collection, reporting, and performance. In addition, it shall provide quality business services to support Kentucky employers requesting services throughout all stages of the business cycle. For employers requesting assistance to address business challenges, the employers shall be offered creative and customized solutions designed to meet the employers' needs.

Section D: The Third Party's WIOA responsibilities shall include, but not be limited to:

1. Ensure compliance with Interlocal Agreement Policy No. 15-002 as to submitting to the First Party the final approved interlocal agreement and any amendments thereto as well as any other documents referenced within the interlocal agreement.
2. In order to assist in the administration of grant funds, the Third Party may designate an entity to serve as a local grant sub-recipient or as a local fiscal agent. Within fifteen (15) calendar days of execution of this MOA and in conjunction with the Second Party, the Third Party shall provide to the First Party a fully executed copy of the written contract or other legal instrument designating either a local grant sub-recipient or a local fiscal agent pursuant to 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (II) and Interlocal Agreement Policy No. 15-002. Such designation shall not relieve the chief elected officials under WIOA of the liability for any misuse of grant funds described in 29 U.S.C.A. § 3122(d)(3)(B)(i) subclause (I).
3. Appoint the members of the local workforce development board in accordance with the established criteria pursuant to 29 U.S.C.A. § 3122(b)(1) and (c) and Workforce Innovation and Opportunity Act (WIOA)-Local Workforce Development Board (LWDB) Member Nomination Guidelines, Office of

	Document Description	Page 4
1900001452	DWI & LWDBs WIOA	of 43

Employment and Training (OET/agency) Confirmation Process and Board Certification, Policy Number 15-001 (hereinafter Board Certification Policy No. 15-001), Interlocal Agreement Policy No. 15-002 and Workforce Innovation and Opportunity Act-Local Elected Official(s) and Local Workforce Development Board Partnership Agreement, Policy Number 15-003 (hereinafter Partnership Agreement Policy No. 15-003).

4. In partnership with the Fourth Party, develop and submit a local plan immediately upon completion to the Department in accordance with 29 U.S.C.A. § 3122(d)(1) and Partnership Agreement Policy No. 15-003, section I. The local plan shall meet the requirements of 29 USCA §3123 including but not limited to a description of the competitive process to be used to award the sub-grants and contracts in the local area for WIOA Title I activities.

5. In partnership with the Fourth Party, conduct program oversight in accordance with 29 U.S.C.A. § 3122(d)(8) and Partnership Agreement Policy No. 15-003, section I:

- a. Develop and submit local and regional plans;
- b. Conduct oversight for local youth workforce investment activities, local employment and training activities and the one-stop delivery system in the local area;
- c. Ensure the appropriate use and management of the funds provided for WIOA activities and systems;
- d. Ensure appropriate use, management and investment of funds to maximize performance outcomes;
- e. Negotiate with the First Party on local performance accountability measures;
- f. Designate, certify and review one-stop operators;
- g. Address concerns related to the designated fiscal agent / grant subrecipient; and
- h. Describe the process and procedures to be followed in the event there are unresolved disputes between the Third Party and Fourth Party.

6. Within fifteen (15) calendar days notify the First Party in writing of any changes to the local elected official(s) or the chief local elected official of the local workforce development area or if there is a designation of a different local grant sub-recipient or local fiscal agent.

Section E: The Fourth Party's WIOA responsibilities shall include, but not be limited to:

1. In partnership with the Third Party, develop and submit a local plan within fifteen (15) calendar days of plan completion to the Director of the Division of Fiscal and Budget Integrity in accordance with 29 U.S.C.A. § 3122(d)(1) and Partnership Agreement Policy No. 15-003, section I. These shall be submitted to OETLWIAREQUEST@ky.gov.

2. In partnership with the Third Party, conduct program oversight in accordance with 29 U.S.C.A. § 3122(d)(8) and Partnership Agreement Policy No. 15-003, section I:

- a. Develop and submit local and regional plans;
- b. Conduct oversight for local youth workforce investment activities, local employment and training activities and the one-stop delivery system in the local area;
- c. Ensure the appropriate use and management of the funds provided for WIOA activities and systems;
- d. Ensure appropriate use, management and investment of funds to maximize performance outcomes;
- e. Negotiate with the First Party on local performance accountability measures;
- f. Designate, certify and review one-stop operators;
- g. Address concerns related to the designated fiscal agent / grant subrecipient; and
- h. Describe the process and procedures to be followed in the event there are unresolved disputes between the Third Party and Fourth Party.

3. To the extent authorized by 29 U.S.C.A. § 3122(g)(2) and Interlocal Agreement Policy No. 15-002, provide career services described in 29 U.S.C.A. § 3174(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator or direct service provider only with the agreement of the Third Party and the Governor. The Governor's consent will be secured only upon compliance with Board Certification Policy No. 15-001. If authorized, the Fourth Party also shall manage the requisite

	Document Description	Page 5
1900001452	DWI & LWDBs WIOA	of 43

programmatic and participant data collection and reporting. In addition, it shall provide quality business services to support Kentucky employers requesting services throughout all stages of the business cycle. For employers requesting assistance to address business challenges, the employers shall be offered creative and customized solutions designed to meet the employers' needs.

4. In its discretion, employ a director and other staff in accordance with 29 U.S.C.A. § 3122(f). The Fourth Party shall submit to the First Party a copy of any written agreement between the Fourth Party and its support staff.

5. Except as authorized in this paragraph, use the foundational Kentucky Career Center Certification Standards and Measures (<http://www.kwib.ky.gov/onestopcertification.htm>) for full service centers and affiliate centers adopted by the Kentucky Workforce Investment Board or its successor. The Fourth Party may establish higher standards than those approved by the Kentucky Workforce Investment Board or its successor in its local certification process.

6. Include in the Memorandum of Understanding established with the agreement of the Third Party, pursuant to 29 U.S.C.A. 3151(c), a provision addressing that each Kentucky Career Center partner contributes a fair share of the Kentucky Career Center operating costs directly proportionate to its program use. Each Kentucky Career Center partner shall be required to compensate for the shared costs including system wide costs (e.g. outreach, staff, etc.) and Kentucky Career Center specific costs (e.g. rent, utilities, janitorial, security, data lines, internet access, common supplies, etc.) on a center by center basis in an Infrastructure Funding Agreement. The Infrastructure Funding Agreement shall include an outline of each partner's responsibility in terms of system-wide costs and center specific costs. The Infrastructure Funding Agreement shall also include provisions for the collection of costs that are not paid by a partner or former partner.

7. Develop a budget, subject to the approval of the Third Party, in accordance with 29 U.S.C.A. § 3122(d)(12)(A), Interlocal Agreement Policy No. 15-002 and Partnership Agreement Policy No. 15-003 (Section 1) and submit within fifteen (15) calendar days of budget completion to the First Party.

8. Provide direction to the local fiscal agent or local grant sub-recipient as to the disbursement of WIOA grant funds in accordance with the approved budget. Ensure the appropriate use and management of the funds provided for WIOA activities and systems. Ensure the appropriate use, management and investment of funds to maximize performance outcomes. Ensure employees providing services under this MOA are appropriately experienced in grant administration and participate in necessary and appropriate training opportunities. Within fifteen (15) calendar days of the end of the fiscal year, the Fourth Party shall provide documentation, in writing, to the First Party identifying the employees who are experienced in grant administration as well as information as to the names of employees who participated in training the previous fiscal year and the dates on which said training occurred.

9. Take no action with a vacancy or term expiration contrary to Board Certification Policy No. 15-001 that provides: "Any action taken by a LWDB, with a vacancy or term expiration beyond the time period described in the LWDB bylaws or later than the 90 days per this policy shall be void unless the LWDB has an approved waiver from the Office of Employment and Training prior to the LWDB meeting."

10. All costs relating to the execution of this MOA must follow the guidelines set forth in Appendix A of 2 CFR part 225.

Pricing:

The total of this contract is \$74,000,000.00

This contract will allow DFBI to issue WIOA monies to LWDBs as outlined in the CY18, CY19, and CY20 TEGs. This contract amount is based on the total amount projected to be awarded to Kentucky less the cost of the five percent (5%) State Administration (per TEGs) remaining at the Department Level. The total contract amount does not guarantee complete award to the LWDBs, the amounts awarded from

	Document Description	Page 6
1900001452	DWI & LWDBs WIOA	of 43

Governor's Reserve funding and Rapid Response funding will be based on the application acceptance and award by the Department of Workforce Investment and will be pursuant to federal law and OET policies and procedures.

ADDITIONAL Department of Workforce Investment Terms and Conditions

The Second Party, Third Party and Fourth Party shall:

1. PERSONNEL

Maintain written personnel policies and procedures including salary, conditions of employment, and job descriptions relative to all personnel, including those whose services are for other than on a full-time basis and/or secured by process other than direct employment. Time sheets are required for all staff and participants. Furthermore, the stated parties shall comply with the Intergovernmental Personnel Act (42 U.S.C. 4701) and amendments thereto.

2. TRAVEL AND PER DIEM EXPENSES

Issue reimbursement of travel expenses only for authorized and allowable expenses, including accommodations, established in accordance with 200 KAR 2:006 Section 7 including but not limited to mileage rate, per diem rates, and subsistence for all travel. WIOA funds shall not be used to pay for non-employees' travel, accommodation, or meal expenses. Further, the Second Party, Third Party, and Fourth Party shall not use WIOA funds to pay for travel, accommodation, or meal expenses for a non-employee and later be reimbursed by that non-employee for those expenses.

3. AUDIT RESPONSIBILITY

a. The United States Office of Management and Budget's (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards shall apply (see 2 CFR Part 200). The stated parties shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al. including the Department of Labor's exceptions codified at 2 CFR Part 2900, which supersede the requirements from OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133; 29 CFR Parts 95, 96, 97 and 99, and the guidance in Circular A-50 on Single Audit Act follow-up, unless different provisions are required by statute or approved by OMB (hereinafter referred to as the Uniform Guidance). Notwithstanding the Federal Acquisition Regulations, compliance with the Uniform Guidance shall be required of all of the stated parties regardless of for-profit or non-profit status.

b. Accept responsibility for any audit exceptions arising from audits, examinations, monitoring, assessments or contract management functions and comply with any Cabinet or Department corrective action plan (CAP). The Cabinet or Department shall place the stated parties on written notification of major deficiency for failure to implement a CAP which may result in the termination of this contract if stated parties continue to fail to meet the requirements of the CAP or if another CAP is issued for the same type of violation within a two-year period. The Second Party and Fourth Party are only responsible for resolution of finding(s) and disallowed costs cited for their or their subcontractor's failure to comply with the terms of the MOA and all WIOA laws and regulations applicable to the federally funded activities. The chief elected officials, under WIOA, have overall responsibility for any misuse of grant funds as described in 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (I). This paragraph does not restrict the Cabinet's or the Department's authority to impose other sanctions authorized by 29 USCA §3244.

The stated parties' auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy. Auditors assigned to the engagement shall maintain at a minimum the Continuing Professional Education requirements of the current edition and official interpretations of Government Auditing.

4. SUBCONTRACTING

To the extent not prohibited:

a. Assure that all subcontracts with individuals (including consultants), agencies, and organizations will

	Document Description	Page 7
1900001452	DWI & LWDBs WIOA	of 43

meet all requirements as set forth in this MOA. It is expressly understood that the stated parties are responsible for fulfillment of the terms of this MOA with the Department whether or not subcontractors are used and that the terms of this MOA are binding upon all subcontractors.

- b. Establish and adhere to an appropriate system for the award and monitoring of contracts with subgrantees which contains acceptable standards for ensuring accountability in accordance with Partnership Agreement Policy No. 15-003.
- c. Enter into a written contract/agreement with such subgrantee which establishes clear goals, performance measures and obligations in unambiguous terms.
- d. Act with diligence to monitor the implementation of the subgrantee contract, including the carrying out of the appropriate monitoring activities and audits, at reasonable intervals. All monitoring records shall be maintained in accordance with 2 CFR 200.333.
- e. Take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of WIOA, or the regulations under WIOA or other federal or state authority as set forth in Section A of this MOA, by such subgrantee, including the initiation of recoupment of any funds that have been misspent. The stated parties shall notify OET when they become aware of any potential violation of WIOA and provide ongoing documentation of corrective actions that are undertaken by the subgrantee contractor.
- f. Provide the Department in writing the annual schedule with times and dates when subgrantees will be monitored with updates submitted throughout the contract period.

5. CLOSEOUT

Ensure that a closeout package is completed and in accordance with established First Party procedures.

6. REPORTS

Submit programmatic, financial, requested updated cost allocation plans, and any other reports, notifications, or other information as required by the First Party. Within ninety (90) days of the fiscal year ending June 30, an annual financial report grouped by category detailing all of its expenditures during the fiscal year and required supplemental information shall be submitted to OET executive director, 275 East Main Street, 2-WB Floor, Frankfort, Kentucky 40621 in a format provided by OET containing the following information:

The total amount, the percentage of the total amount, and a description of the specific types of expenditures made for or allocated to administrative costs, direct expenditures, and indirect expenditures;

Funds not expended, and an explanation of why the funds were not expended; and
Updated cost allocation plans that reflect cost allocations that were not included in the original cost allocation plan shall be submitted to the First Party.

The stated parties shall submit to DFBI a copy of their Interlocal and partnership agreements as well as their cost allocation plans that have been submitted to the Department for Local Government (DLG). The Interlocal and partnership agreements shall be submitted within thirty (30) days of execution and the cost allocation plans shall be submitted within thirty (30) days of submissions to DLG. In addition, the Second and Third Parties shall submit financial and programmatic reports to the First and Fourth Parties to comply with WIOA requirements. The Second and Third Parties shall also submit reports and provide the physical and electronic files related to WIOA activities which occurred pursuant to this contract to any successor direct service provider that may be chosen within thirty (30) days after expiration of this contract. This will ensure a smooth transition.

7. GRIEVANCE PROCEDURES

Comply with the grievance procedures as established by WIOA and the First Party.

	Document Description	Page 8
1900001452	DWI & LWDBs WIOA	of 43

8. WIOA STATE PLAN/LWDA PLANS

Adhere to all policies and procedures identified in the approved WIOA State Plan or by the Kentucky Workforce Investment Board or its successor, as may be amended, and the applicable Local Workforce Development Area or Regional Plan, as may be amended.

9. MEMORANDUM OF UNDERSTANDING/RESOURCE SHARING AGREEMENT

Adhere to all provisions of the Memorandum of Understanding for Workforce Innovation and Opportunity Act and related Resource Sharing Agreement.

10. AVAILABILITY OF FUNDS

Acknowledge funds available in the OET-NFA are available for the time period specified under the funding stream, unless otherwise designated or provided by the terms of this MOA.

11. FINANCIAL MANAGEMENT SYSTEM

Unless otherwise established by the Department, agree to establish and/or maintain a financial management system which shall provide for:

- a. Accurate, current, and complete disclosure of the financial results of the functions/services performed under this MOA in accordance with reporting requirements set forth in the Uniform Guidance.
- b. Records that identify the source and application of funds for activities/functions/services performed pursuant to this MOA. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income.
- c. Effective control over and accountability for all funds, property, and other assets. The Second Party and the Fourth Party shall safeguard all such assets and shall assure that all funds, property, and other assets are used solely for authorized purposes in the provision of functions/services under this MOA in accordance with the WIOA applicable laws and regulations, as amended.
- d. Procedures for determining reasonableness, and allowability of costs in accordance with provisions of the Uniform Guidance.
- e. Accounting records that are supported by source documentation.
- f. Assurance that no other funds or assets of the agency shall be co-mingled with the funds provided for these programs to be administered under this MOA to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein.
- g. Responsibility for monitoring, fiscal and/or program exceptions established by evaluation, monitoring and/or audit of this MOA, and for promptly settling any monitoring, fiscal and program audit exceptions by making direct payment or by other methods approved by the First Party.
- h. Establish and/or maintain a financial management system which complies with the new Uniform Administrative Requirements for Grants and Cooperative Agreements as amended under the Uniform Guidance.

12. AUDIT REQUIREMENTS (applicable to agencies subject to 2 CFR 200 and 2900).

- a. If the Second Party, Third Party or Fourth Party is a governmental entity, an institution of higher education or other nonprofit institution and expends more than \$750,000 in Federal Financial Assistance, it shall have an audit conducted in accordance with generally accepted auditing standards, government auditing standards, issued by the Comptroller General of the United States and Office of Management & Budget, 2 CFR 200 and 2900. This shall be in accordance with the provisions of the Uniform Guidance. Federal financial assistance includes both federal dollars received directly from a federal agency or indirectly through a state or other agency. The audit report's accompanying financial statements shall be issued in accordance with generally accepted accounting principles.
- b. The audit shall cover each fiscal year period, and a copy of the audit report(s) and Management Letter shall be submitted to First Party, no later than March 31, following the previous fiscal year.
- c. Prior to beginning of an audit, a copy of the engagement letter shall be submitted to the First Party.

	Document Description	Page 9
1900001452	DWI & LWDBs WIOA	of 43

13. PURCHASING AND SPECIFICATIONS

By executing this MOA, the stated parties certify that they will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will they attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky.

14. MOA MONITORING

Agree to DFBI conducting on-site monitoring reviews as DFBI deems necessary per program year. Such monitoring will include a review of the Second Party, Third Party and Fourth Party's compliance with the WIOA and applicable federal and state regulations, this MOA and budget items. The review will further seek to determine the appropriateness of costs charged to this contract. It is the responsibility of the appropriate party to this MOA to ensure appropriate records are made available for inspections by DFBI monitors or officials of any other Agency with WIOA program oversight, i.e., U.S. Department of Labor. Such reviews will follow the DFBI monitoring guidelines and time requirements for issuance, response and resolution of any adverse findings. If a monitoring finding is not resolved in the resolution process used by DFBI, the stated parties agree to abide by 20 CFR 683.600-610, and to promptly settle any monitoring, fiscal or program exceptions by making direct payment or by any other method approved by DFBI.

15. ASSURANCES AND CERTIFICATIONS

Acknowledge the Department will not award a grant where the stated parties have failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this MOA, the stated parties hereby certify and assure that they will fully comply with all the following:

- a. Use of funds provided through this grant will be in accordance with the WIOA, applicable regulations and any amendments thereto, and other federal or state authority as set forth in Section A of this MOA.
- b. Training services under this grant will be provided only to WIOA eligible youth, adults and dislocated workers.
- c. Services will not be denied on the basis of residence to eligible participants.
- d. Training will only occur in occupations with a demand for workers. Individual Training Accounts (ITA) shall be established with an eligible training provider (ETP).
- e. Each contract for ETP and on-the-job training will comply with the provisions of WIOA, applicable regulations and any amendments thereto, and other federal and state authority as set forth in Section A of this MOA.
- f. Will conduct at least once annually a comprehensive review and verification of financial management, procurement systems, participant data, and sub-recipient monitoring procedures and systems for the project operator.
- g. Assure all participants a safe work place or training facility and assure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (<https://www.osha.gov/>), as amended, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health and safety.
- h. Assure compliance with the First Party's Methods of Administration, as amended, Nondiscrimination and Equal Opportunity Assurance and any other Nondiscrimination and Equal Opportunity Requirements of WIOA including but not limited to:
 - 1. Will comply with the nondiscrimination clauses of this MOA or with any of the said rules, regulations, or orders. Furthermore, in the event the stated parties' Nondiscrimination and Equal Opportunity Requirements statistical analysis, as required by the First Party's Methods of Administration, indicates possible noncompliance, OET has the authority to inspect any and all of the stated parties' documents regardless of physical form and to impose or recommend corrective action.
 - 2. Will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order

	Document Description	Page 10
1900001452	DWI & LWDBs WIOA	of 43

No. 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, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and Executive Order 13672 of July 21, 2014, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60) as amended, so that such provisions will be binding upon each subcontractor or vendor.

3. Will comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin and 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 MOA.

4. Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794 et seq., and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.

5. Will comply with the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101, et seq. and applicable federal regulations.

6. As a condition to the award of financial assistance under the WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded programs or activities and all agreements or arrangements to carry out the WIOA-funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, as amended, including Title VI of the Civil Rights Act of 1964, as amended; the Age Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

7. Will comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1--financially assisted program or activity;

8. Will comply fully with the nondiscrimination and equal opportunity provisions of The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

9. Will comply fully with the nondiscrimination and equal opportunity provisions of Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs or activities.

i. Will also comply with all regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title 1-financially assisted program or activity, and to all agreements made to carry out the WIOA Title 1-financially assisted program or activity. The stated parties understand that the United States has the right to seek judicial enforcement of this assurance.

The stated parties agree to require each subcontractor to include the above assurances in applications for sub-grants and to include the assurances in all sub-grant agreements under this MOA.

j. Certification on Lobbying: Certify that for the preceding contract period, if any, and for this current MOA period:

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 any 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

	Document Description	Page 11
1900001452	DWI & LWDBs WIOA	of 43

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 federally 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 of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. 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 under 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 such failure.

k. Certify the following regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions:

1. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.

2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Department.

l. Agree to comply with provisions of the Drug-Free Workplace Act of 1988, 41 U.S.C. §702 et seq., and 2 CFR 182 in providing a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

m. Access to and Maintenance of Records:

1. Agree that the Department and/or the federal grantor agency, the Comptroller General of the United States and/or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized representatives or agents including independent auditors, shall have immediate access to any and all books, documents, papers, photographs, cards, tapes, disks, diskettes, recordings, records, and other documentary materials, regardless of physical form (hereinafter "records") of the stated parties which are directly pertinent to this MOA or activities thereby for the purpose of making audit, examination, investigations, excerpts, and transcriptions and for monitoring and evaluation purposes.

2. Agree to permit staff of the First Party, persons acting for the First Party, and/or staff designated by appropriate federal agencies, to monitor and evaluate any services or functions being performed pursuant to this agreement. The stated parties also agree to submit any and all records and documentation of service provisions regardless of physical form in regard to subcontracted services when requested for monitoring purposes.

3. Agree to assure the confidentiality of all information pursuant to law, whether written or verbal, provided by or about any client seeking or receiving services under this agreement except as approved and authorized in writing by the client, or as otherwise authorized by law including the provisions of WIOA, Privacy Act of 1974 or regulations implementing that section, P.L.

	Document Description	Page 12
1900001452	DWI & LWDBs WIOA	of 43

93-579, (5 USC 552a), KRS 151B.280, and 787 KAR 2:020. The stated parties must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the First Party or by court order. Disclosure of any information covered under this agreement to any party not authorized by the Education and Workforce Development Cabinet or the Department to receive said information or due to court order may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party. The stated parties acknowledge the "Unlawful Access to a Computer" provisions of KRS 434.840 to 434.860. The stated parties will comply with KRS 61.870-61.884 regarding the release of public records in their possession and KRS 61.805-61.848 regarding open meetings.

4. Retention requirement for records: Pursuant to 2 CFR 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities with the following exception:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Additional exceptions to the three-year requirement are noted in the above-cited CFR.

5. Agree to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel including those whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and participants and shall be kept in accordance with retention schedule requirements for records.

6. Agree to maintain records, including case notes, in the Employ Kentucky Operating System (EKOS) or any other system approved by the First Party, sufficient to identify the results of the service provided each individual and for use in evaluating the effectiveness of the total program, enabling verification that negotiated performance standards have been met as required. In addition, the stated parties will ensure all required data and case notes related to the responsibilities under this agreement are entered into EKOS or any other system approved by the First Party at the time of service, or within ten (10) business days and shall submit programmatic, financial and other reports as required by the First Party.

7. Agree that the stated parties shall use the WIOA Online Reporting for Kentucky (WORK) system administered by the OET as the official financial grant management system to report financial data related to any WIOA formula grants, Incentive grants, National Dislocated Worker grants, and any other WIOA discretionary resources that flow through the Department of Workforce Investment in accordance with guidelines prescribed by the Governor, designed to facilitate the uniform-compilation and reporting, monitoring, and evaluating purposes. It shall report program outlays (expenditures) on an accrual basis in accordance with the Uniform Guidance and 2 CFR §200.34(c).

8. Agree the EKOS, or any other system approved by the First Party, shall be the exclusive electronic repository of documented WIOA activities including referrals for federal and state reporting requirements in accordance with guidelines prescribed by the Governor, designed to

	Document Description	Page 13
1900001452	DWI & LWDBs WIOA	of 43

facilitate the uniform compilation and reporting, monitoring and evaluation purposes. Access to EKOS, or any other system approved by the First Party, shall be given at the sole discretion of the OET in accordance with KRS 151B.280.

9. Agree that Focus Career and Focus Talent shall be the exclusive entry point for Labor Exchange activities and that funds awarded under this contract will not be used to purchase a competitive job matching system.

n. Agree that performance of this MOA shall comply with:

1. 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).
2. The Copeland "Anti-Kickback" Act (18 U.S.C.A § 874) as supplemented in Department of Labor regulations (20 C.F.R. Part 3).
3. The Davis-Bacon Act (40 U.S.C.A. § 3148 (formerly cited as 40 U.S.C.A. § 276a-7)) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.A § 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
5. Notice of awarding agency requirements and regulations pertaining to reporting.
6. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.A. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C.A. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).
7. 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, 89 Stat. 871).
8. Veterans' Priority Provisions: This program, funded by the U.S. Department of Labor is subject to the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. States are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions in 38 USC 4215 and Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009). TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.
9. Buy American Notice Requirement: None of the funds made available under Titles I or II of WIOA (Public Law 113-128) or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502—Buy American Requirements.
10. Salary and Bonus Limitations: Under Public Law 113-235, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (

	Document Description	Page 14
1900001452	DWI & LWDBs WIOA	of 43

<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2015/executive-senior-level> .

This limitation shall not apply to contractors providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries of those receiving salaries from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs.

The payment of any type of incentive, bonus, award, or other financial payment above and beyond salary is prohibited.

11. Executive Order 13333: This agreement may be terminated without penalty, if the stated parties or any subgrantee, or the contractor or any subcontractor engages in "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g))

12. Requirements for Conference and Conference Space: Conferences sponsored in whole or in part by stated parties are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award under this MOA. Stated parties are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. The Department retains the right to obtain any and all records regardless of physical form from the stated parties about any conference that is funded in whole or in part with WIOA funds.

13. Seat Belts: Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned. In addition, the stated parties must comply with KRS 189.125 "Requirements of use of seat belts, child restraint systems, and child booster seats – Exceptions."

14. Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order. In addition, the stated parties must comply with KRS 189.292 "Use of personal communication device prohibited while operating motor vehicle in motion on traveled portion of roadway."

15. Executive Order 12928: The stated parties are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

16. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, stated parties must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of

	Document Description	Page 15
1900001452	DWI & LWDBs WIOA	of 43

National Origin Discrimination as it affects persons with Limited English Proficiency [5/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Stated parties are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding the parties' LEP obligations, go to <http://www.lep.gov>.

17. Health Benefit Coverage: Stated parties must ensure that use of these funds for health benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.

18. Flood Insurance: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19. Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

20. Hotel-Motel Fire Safety: Pursuant to 15 USC 2225a, the stated parties must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Stated parties may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

21. Prohibition on Contracting with Corporations with Felony Criminal Convictions: The stated parties are prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

22. Prohibition on Contracting with Inverted Domestic Corporations: No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b) or any subsidiary of such an entity. Waivers to this prohibition may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

23. Prohibition on Providing Federal Funds to ACORN: These funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

24. Profit: Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators or service providers which are for-profit entities.

25. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: Stated parties may

	Document Description	Page 16
1900001452	DWI & LWDBs WIOA	of 43

not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.

26. Legal, Accountant, and Consultant Fee limitations: All legal, accountant and consultant fees shall be in accordance with 2 CFR part 200 section 200.435.

o. Further agree to:

1. Adhere to the U.S. Department of Labor's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this contract.

2. Adhere to 29 C.F.R. § 97.34 if any copyright material is developed in the course of or under this contract. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

3. Comply with applicable Codes of Conduct and Conflict of Interest Provisions and the Procurement Standards in 29 C.F.R. § 95.42 and 29 C.F.R. § 97.36. The Fourth Party also ensures compliance with the conflict of interest provisions in 29 USCA §3122(h).

4. Comply with the Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 ("FFATA") in a manner by having necessary processes and systems to support the Department's reporting requirements of FFATA. See Training and Employment Guidance Letter (TEGL) No. 11-10 (issued November 15, 2010) <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10acc.pdf> .

p. Indemnity

Indemnify the First Party and its agents and employees from any and all loss, claims, expenses, actions,

	Document Description	Page 17
1900001452	DWI & LWDBs WIOA	of 43

causes of action, costs, damages, and obligations, arising from any and all acts of the stated parties, their agents, employees, licensees, or invitees that result in injury to persons, corporations, partnerships, or any other entities. Also, the stated parties agree to indemnify the First Party and its agents and employees from any and all liability, loss, or damage that the First Party may suffer resulting therefrom. Provided, however, in the event the stated parties are a state agency or subcontracts from services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability may be limited to an award from the Board of Claims up to the jurisdictional amount. In the event the Second Party, Third Party, or Fourth Party is legally prohibited from entering into an indemnity agreement, the Second Party, Third Party, or Fourth Party shall hold the First Party and its agents and employees harmless from all loss, liability, claims, expenses, actions, causes of action, costs, damages and obligations arising from any and all acts of the Second Party, Third Party, Fourth Party, its agents, employees, licensees, invitees, or participants that result in injury to persons, damage to property or loss arising from performance of this subgrant agreement.

16: Conflict of Interest Laws and Principles

The stated parties hereby certify by executing this MOA that they are legally entitled to enter into the MOA with the Department and certify that they are 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 MOA.

17: Choice of Law and Forum Provisions

All questions as to the execution, validity, interpretation, and performance of this MOA 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 MOA shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

18: WIOA Outreach/Media Releases

The stated parties attest to and agree to comply with WIOA and the policies of the Department regarding all WIOA Outreach/Media Releases. The stated parties shall utilize the appropriate Kentucky Career Center branding logo. The brand shall be displayed according to the Kentucky Career Center Brand Guidelines on all communications and publications including, but not limited to, external and internal communications, printed materials, signs, stationery, websites, promotional materials, posters, brochures, and pamphlets. All media releases must be submitted to the OET prior to release.

19: Extensions/Amendments

The terms and conditions of this MOA may be extended or amended at any time by agreement of the parties in writing and 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 in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

20: Termination

Any party shall have the right to terminate the provisions of this agreement that apply specifically to that party immediately for cause upon written notice or for convenience upon thirty (30) days written notice. In the event the Cabinet terminates this contract as against any of the parties, all of the duties and responsibilities of the Cabinet and the remaining parties shall remain in effect. If a party other than the Cabinet terminates the provisions of this contract pertaining to that party, all of the duties and responsibilities of the Cabinet and the remaining parties shall remain in effect. A final invoice or cash report must be submitted within forty-five (45) days of the written notice of termination.

21: Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal

	Document Description	Page 18
1900001452	DWI & LWDBs WIOA	of 43

Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

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

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

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

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

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the

	Document Description	Page 19
1900001452	DWI & LWDBs WIOA	of 43

Commonwealth Office of Technology: <http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies.StandardsandProcedures.aspx>

In addition, reportable incidents involving Social Security Provided Information (SSPI) must be reported to the Social Security Administration (SSA) within a mandatory one-hour time frame. The individual(s) who becomes aware of or suspects a theft or loss of SSPI are required to immediately inform their immediate supervisor of the breach or incident. In the event their immediate supervisor is not available, they are to immediately report the actual or suspected breach or incident to a member of their entity's leadership. The supervisor or a member of leadership will need to the information of the breach of loss. The supervisor or member of leadership will use the Security Incident Reporting Form (EDU-F01) to quickly gather and organize information about the incident and submit the form to Cabinet Security via the monitored security email account at EDU.SecurityRequest@ky.gov.

Cabinet Security will follow the guidelines set forth in the Personnel Cabinet, Office of Administrative Services, Division of Technology Services Security Incident Response Guide. Cabinet Security will notify the SSA Regional Office contact(s) and the SSA Systems Security Issues contact(s) identified below. If for any reason the Administrator is unable to notify the SSA Regional Office or the SSA Systems Security Contact within one (1) hour, the Administrator must call SSA's National Network Service Center (NNSC) at 1-877-697-4889 to report the actual or suspected loss.

22. Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

23. Background Checks

If there is access to Federal Tax Information (FTI), the stated parties shall be responsible for the cost to obtain a current and satisfactory criminal record check for the individual(s) with FTI access that is satisfactory with no convictions or outstanding charges which would constitute a disqualifying offense under administrative regulations. A criminal record check shall be completed through the Kentucky State Police Information Center or the Administrative Office of the Courts. 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 those states as well.

	Document Description	Page 20
1900001452	DWI & LWDBs WIOA	of 43

Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 Reduction in Contract Worker Hours:

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

4.00 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

	Document Description	Page 21
1900001452	DWI & LWDBs WIOA	of 43

deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 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.

6.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

	Document Description	Page 22
1900001452	DWI & LWDBs WIOA	of 43

Second Party

Bluegrass Area Development District

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). A list of such determination(s) is attached

Lake Cumberland Area Development District

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). A list of such determination(s) is attached

Eastern Kentucky Concentrated Employment Program, Inc.

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). A list of such determination(s) is attached

Green River Area Development District

	Document Description	Page 23
1900001452	DWI & LWDBs WIOA	of 43

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). A list of such determination(s) is attached

KentuckianaWorks

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). A list of such determination(s) is attached

Lincoln Trail Area Development District

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). A list of such determination(s) is attached

Northern Kentucky Area Development District

Contractor must check one:

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

	Document Description	Page 24
1900001452	DWI & LWDBs WIOA	of 43

_____ 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). A list of such determination(s) is attached

City of Bowling Green

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). A list of such determination(s) is attached

Buffalo Trace Area Development District

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). A list of such determination(s) is attached

Pennyrile Area Development District

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). A list of such determination(s) is attached

Third Party

	Document Description	Page 25
1900001452	DWI & LWDBs WIOA	of 43

Bluegrass Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Bluegrass Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Cumberlands Chief Local Elected Official

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). A list of such determination(s) is attached

EKCEP Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 26
1900001452	DWI & LWDBs WIOA	of 43

_____ 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). A list of such determination(s) is attached

Green River Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

	Document Description	Page 27
1900001452	DWI & LWDBs WIOA	of 43

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 28
1900001452	DWI & LWDBs WIOA	of 43

_____ 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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Lincoln Trail Chief Local Elected Official

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). A list of such determination(s) is attached

Northern Kentucky Chief Local Elected Official

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). A list of such determination(s) is attached

South Central Chief Local Elected Official

	Document Description	Page 29
1900001452	DWI & LWDBs WIOA	of 43

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). A list of such determination(s) is attached

TENCO Chief Local Elected Official

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). A list of such determination(s) is attached

West Kentucky Chief Local Elected Official

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). A list of such determination(s) is attached

West Kentucky Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 30
1900001452	DWI & LWDBs WIOA	of 43

_____ 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). A list of such determination(s) is attached

Fourth Party

Bluegrass Local Workforce Development Board

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). A list of such determination(s) is attached

Cumberlands Local Workforce Development Board

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). A list of such determination(s) is attached

EKCEP Local Workforce Development Board

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). A list of such determination(s) is attached

	Document Description	Page 31
1900001452	DWI & LWDBs WIOA	of 43

Green River Local Workforce Development Board

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). A list of such determination(s) is attached

KentuckianaWorks Local Workforce Development Board

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). A list of such determination(s) is attached

Lincoln Trail Local Workforce Development Board

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). A list of such determination(s) is attached

Northern Kentucky Local Workforce Development Board

Contractor must check one:

	Document Description	Page 32
1900001452	DWI & LWDBs WIOA	of 43

_____ 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). A list of such determination(s) is attached

South Central Local Workforce Development Board

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). A list of such determination(s) is attached

TENCO Local Workforce Development Board

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). A list of such determination(s) is attached

West Kentucky Local Workforce Development Board

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). A list of such determination(s) is attached

	Document Description	Page 33
1900001452	DWI & LWDBs WIOA	of 43

7.00 Discrimination:

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

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

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

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

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

	Document Description	Page 34
1900001452	DWI & LWDBs WIOA	of 43

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

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

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

	Document Description	Page 35
1900001452	DWI & LWDBs WIOA	of 43

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.

First Party (Secretary):

Don Parkinson

 Signature Title

Don Parkinson 5/29/18

 Printed Name Date

First Party (Commissioner):

Ray Lewis

 Signature Title

Ray Lewis 5/31/18

 Printed Name Date

Second Party:
 Bluegrass Area Development District

 Signature Title

 Printed Name Date

Second Party:
 Lake Cumberland Area Development District

 Signature Title

 Printed Name Date

Second Party:
 Eastern Kentucky Concentrated Employment Program, Inc.

 Signature Title

 Printed Name Date

Second Party:
 Green River Area Development District

 Signature Title

	Document Description	Page 36
1900001452	DWI & LWDBs WIOA	of 43

Printed Name Date

Second Party:
KentuckianaWorks

Signature Title

Printed Name Date

Second Party:
Lincoln Trail Area Development District

Signature Title

Printed Name Date

Second Party:
Northern Kentucky Area Development District

Signature Title

Printed Name Date

Second Party:
City of Bowling Green

Signature Title

Printed Name Date

Second Party:
Buffalo Trace Area Development District

Signature Title

Printed Name Date

Second Party:
Pennyrile Area Development District

	Document Description	Page 37
1900001452	DWI & LWDBs WIOA	of 43

Signature Title

Printed Name Date

Third Party:
Bluegrass Co-Chief Local Elected Official

Signature Title

Printed Name Date

Bluegrass Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Cumberlands Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
EKCEP Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Green River Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

	Document Description	Page 38
1900001452	DWI & LWDBs WIOA	of 43

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

	Document Description	Page 39
1900001452	DWI & LWDBs WIOA	of 43

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Lincoln Trail Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Northern Kentucky Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
South Central Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
TENCO Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
West Kentucky Chief Local Elected Official

Signature Title

	Document Description	Page 40
1900001452	DWI & LWDBs WIOA	of 43

Printed Name Date

West Kentucky Chief Local Elected Official

Signature Title

Printed Name Date

Fourth Party:
Bluegrass Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Cumberlands Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
EKCEP Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Green River Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
KentuckianaWorks Local Workforce Development Board

Signature Title

	Document Description	Page 41
1900001452	DWI & LWDBs WIOA	of 43

Printed Name Date

Fourth Party:
Lincoln Trail Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Northern Kentucky Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
South Central Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
TENCO Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
West Kentucky Local Workforce Development Board

Signature Title

Printed Name Date

Approved as to form and legality:

	Document Description	Page 42
1900001452	DWI & LWDBs WIOA	of 43


Attorney



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:			
PON2	531	1900001522	Version: 1
			Record Date:

Document Description: DWI TRADE FY19/20

Cited Authority: PUB.L. 107-210
Trade Act Grants

Reason for Modification:

Issuer Contact:

Name: Lori Miller
Phone: 502-564-2663
E-mail: LoriB.Miller@ky.gov

Vendor Name: Multiple Provider	Vendor No. ZZMISCPROC
702 Capitol Avenue OMPS Frankfort KY 40601	Vendor Contact Name: No Contact Phone: XXX-XXX-XXXX Email:

Effective From: 2018-07-01 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administrative Services, All Kinds	\$0.000000	\$22,000,000.00	\$22,000,000.00

Extended Description:
All parties shall adhere to 20 CFR 617.57(b), 341.190(3) and established policies for Trade Adjustment Assistance (hereinafter referred to as "Trade") definitions of terms and phrases for programs, services, criteria, and compliance requirements set out in this MOA and in Training and Employment Guidance Letters (TEGL) through TEGL Number 5-15.2. All parties agree to comply with all federal statutory and regulatory laws as amended governing Trade, including but not limited to, 19 U.S.C. 2101, et seq. and its implementing regulations at 20 CFR Part 617, 20 CFR 618, and 29 CFR 90 regarding Trade service delivery, monitoring, performance, and compliance requirements. All parties further agree to comply with all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting Trade programs including, but not limited to, Action, Information, Guidance and Federal Issuance memos, Training and Employment Guidance Letters (TEGL), Training and Employment Information Notices (TEIN), Federal Registers, Technical Assistance Guides (TAG), Financial Management Guides (FMG), Executive Orders, and other relevant Trade program manuals.

Shipping Information:	Billing Information:
	EC Employment And Training-Frankfort 275 E Main St Mailstop 2CA Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$22,000,000.00
-------------------------------	------------------------



	Document Description	Page 2
1900001522	DWI TRADE FY19/20	of 42

Memorandum of Agreement
Between
Commonwealth of Kentucky
Education and Workforce Development Cabinet
Department of Workforce Investment
And

The Local Area Development Districts/Concentrated Employment Programs/Fiscal Agents/Local Grant Subrecipients;
The Chief Local Elected Officials; and
The Local Workforce Development Boards

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Workforce Investment ("the Commonwealth", the "Department" or the "First Party") and Local Area Development Districts/Concentrated Employment Programs/Fiscal Agents/Local Grant Subrecipients ("the Contractor" or "Second party") the Chief Local Elected Officials (hereinafter the Third Party whether individually designated or collectively designated) and the Local Workforce Development Boards (hereinafter the Fourth Party) enter into this Memorandum of Agreement (MOA). For purposes of this MOA, the Second Party, Third Party and Fourth Party may be collectively referred to as the stated parties or recipient(s) or vendor(s) or contractor(s), to establish an agreement for Trade Adjustment Assistance (Trade). The initial MOA is effective from July 1, 2018 through June 30, 2020.

WHEREAS, pursuant to the Trade Act of 1974 and amendments through the Trade Adjustment Assistance Reauthorization Act of 2015, the designated local workforce development areas will perform authorized activities which will provide employment and training activities to eligible participants for participation in the labor force;

WHEREAS, the Second Party, by written agreement has been designated as the Local Workforce Development Area fiscal agent or local grant subrecipient and has been designated to provide WIOA employment and training activities to eligible participants;

WHEREAS, this MOA is entered into to facilitate the transfer of federal funds received by the Commonwealth under the Trade Act, as amended; and

WHEREAS, WIOA requires the designation of local workforce development areas and the establishment of local boards to perform mandated functions within the local area;

WHEREAS, the chief local elected official(s) in a local workforce development area shall serve as the local grant recipient and there may be designated either an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent through a competitive procurement process pursuant to Workforce Innovation and Opportunity Act-Interlocal Agreements, Chief Local Elected Official and Local Elected Official Roles and Responsibilities, Policy No. 15-002 (hereinafter Interlocal Agreement Policy No. 15-002); and

WHEREAS, a MOA is necessary to provide allocated workforce development funds to each local workforce development area to increase the employment, education, training, and support services of participants, to support the alignment of workforce investment, education, and economic development systems and to promote improvement in the structure of and delivery of services, and, as a result, improve the Commonwealth of Kentucky's workforce and its citizens' quality of life.

NOW THEREFORE, the parties hereto agree as follows:

ADDRESS FOR WRITTEN CORRESPONDENCE:

Unless otherwise specified in this MOA, any written report, notification, or other information to the First Party shall be sent to the Office of Employment and Training (OET) executive director, 275 East Main Street, 2-WB Floor, Frankfort, Kentucky 40621.

Scope of Services:
Section A: Trade Compliance Overview

1. All parties shall adhere to 20 CFR 617.57(b), 341.190(3) and established policies for Trade Adjustment Assistance (hereinafter referred to as "Trade") definitions of terms and phrases for programs, services, criteria, and

	Document Description	Page 3
1900001522	DWI TRADE FY19/20	of 42

compliance requirements set out in this MOA and in Training and Employment Guidance Letters (TEGL) through TEGL Number 5-15.

2. All parties agree to comply with all federal statutory and regulatory laws as amended governing Trade, including but not limited to, 19 U.S.C. § 2101, et seq. and its implementing regulations at 20 CFR Part 617, 20 CFR 618, and 29 CFR 90 regarding Trade service delivery, monitoring, performance, and compliance requirements.

3. All parties further agree to comply with all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting Trade programs including, but not limited to, Action, Information, Guidance and Federal Issuance memos, Training and Employment Guidance Letters (TEGL), Training and Employment Information Notices (TEIN), Federal Registers, Technical Assistance Guides (TAG), Financial Management Guides (FMG), Executive Orders, and other relevant Trade program manuals.

Section B: The First Party shall:

1. Provide inherently governmental functions for Trade participants under the Trade Act of 1974, as amended;

2. Carry out the worker adjustment assistance provisions of Subpart B and C of Part 2 of Subchapter II of the Trade Act of 1974, as amended; and

3. Receive applications from and provide benefits and services to workers under Trade. These benefits and services include Case Management and Reemployment Services, Training, the Alternative Trade Adjustment Assistance program for older workers (ATAA program), the Reemployment Trade Adjustment Assistance program (RTAA program), Health Coverage Tax Credit (HCTC), Job Search Allowance, Relocation Allowance, and Trade Readjustment Assistance (TRA). The First Party shall specifically be responsible for:

- a. Assistance with filing a Trade petition;
- b. Assistance with Rapid Response;
- c. Work Notification of Potential Eligibility;
- d. Coordination of Trade Orientation;
- e. Filing TAA/TRA Application Forms, 855 and 855A;
- f. TAA/TRA eligibility determinations;
- g. Issuance of (separate) TAA and TRA notice of entitlement determination;
- h. Case management emphasis on re-employment services prior to enrollment in trade training;
- i. Initial assessment and waiver issuance;
- j. Remedial and skills training determinations;
- k. ATAA and RTAA determinations;
- l. Issuing ATAA and RTAA wage subsidy benefit payments;
- m. Job Search Allowances determinations;
- n. Relocation Allowances determinations;
- o. Issuing TRA weekly benefit payments;
- p. Federal reporting;
- q. Monitoring;
- r. Approval of Trade training plans;
- s. Decisions on appeals; and
- t. Ensuring that all required data and case notes related to its responsibilities are properly recorded.

4. The First Party is awarded federal funds from the U.S. Department of Labor. The First Party shall distribute the awarded and allocated Federal Funds to the designated fiscal agent or local grant subrecipient. The designated fiscal agent or local grant subrecipient shall provide Trade services and agrees to manage fiscal transactions associated with the Trade services through a secure financial management and reporting system;

5. Provide the allocation of funds through Division of Fiscal & Budget Integrity (DFBI)-NFA, made by the First Party to the Second Party, which funding may be reduced only: if there is an interruption or reduction in federal funding to the Commonwealth; or if the Commonwealth has, under this MOA or Trade, imposed a sanction on the Second Party, Third Party or Fourth Party or the Direct Service Provider, as provided for in the Memorandum of Understanding entered into by all parties to this agreement as well as the Direct Service Provider, that authorizes the reduction of funding; or if a change is necessary to reflect reductions/increases in carry over estimates; or other provisions of this MOA or Trade authorizes an interruption, reduction or termination. DFBI-NFA shall be signed by the DFBI director

	Document Description	Page 4
1900001522	DWI TRADE FY19/20	of 42

and the OET executive director. DFBI–NFA shall designate the amounts by program year and is the official document authorizing the amount of funds available for expenditure. DFBI–NFA will set terms and conditions, deliverables and timelines for expenditures of funds.

6. Provide Trade funds obligated by this MOA to the Second Party via electronic fund transfers pursuant to DFBI drawdown-of-funds policies and procedures. Monthly reconciliation of costs in the Second Party's books/chart of accounts is required.
7. Provide timely issuance of all federal and state policies, advisories, guidelines, procedures, and directives pertaining to or affecting Trade Programs as described in Section A, paragraph 3 of this MOA.
8. Provide adequate technical assistance as requested necessary for the implementation of all aspects of this MOA.
9. Monitor and evaluate the program for compliance with the Trade Compliance Overview Section provisions of this MOA.
10. Be authorized to withhold payment if the Second Party, Third Party or Fourth Party or the Direct Service Provider fails to comply with the programmatic or fiscal reporting requirements or any other provision of this MOA or Trade or fails to provide requested information DWI requires from the Second Party, Third Party or Fourth Party or the Direct Service Provider.
11. Recoup any funds it determines are unallowable, excessive, or unreasonable including administrative and program dollars. All costs must follow the guidelines set forth in Appendix A of 2 CFR part 225.
12. After taking into consideration any written comments submitted by the local areas, the First Party shall establish performance metrics to increase efficiency and accountability of the Trade program. These metrics will account for and control multiple variables, while providing KCC-, LWDA-, and state-level measurement.
13. Shall limit or withhold trade funding if any of the parties to this MOA have demonstrated repeated non-compliance through a recurring pattern of failure to comply with explicit provisions in the Trade Adjustment Assistance, Trade Readjustment Allowance, WIOA, or any other trade state policy or program.

Section C: The Second Party's Trade responsibilities shall include, but not be limited to:

1. Within fifteen (15) calendar days of execution and in conjunction with the Third Party, provide to the First Party at Division of Administrative Services, Procurement Branch, 300 Sower Blvd., 4th Floor, Frankfort, KY 40601 a fully executed copy of the written contract or other legal instrument designating it as the local grant sub-recipient or local fiscal agent pursuant to 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (II) and Interlocal Agreement Policy No. 15-002.
2. Adhere to all Trade responsibilities, including but not limited to, the disbursement of funds on receiving such direction from the Fourth Party for workforce development activities. Ensure employees providing services under this MOA are appropriately experienced in grant administration and participate in necessary and appropriate training opportunities.
3. Using federal standards, utilize an indirect cost rate or cost allocation plan to be applied to Trade funds and documented as necessary for reports as specified in Section 6, Reports, of the Additional Department Terms and Conditions.
4. Submit to DFBI a drawdown-of-funds request per OET policies and procedures. Receive Trade funding through the First Party's electronic fund transfer system which requires a monthly reconciliation of costs in the Second Party's books/chart of accounts. These funds are for actual allowable and reasonable costs as outlined in the DFBI-NFA. Release of funds shall be subject to the Second Party's submission of any requested program, financial reports and detailed invoices as specified in OET policy and personnel within the timeframes specified.
5. Within fifteen (15) calendar days notify the First Party in writing if it ceases to be the designated local grant sub-recipient or local fiscal agent.
6. It shall be the responsibility of the direct service provider to make recommendations to OET Trade staff for appropriate training after the six (6) criteria have been met. The six (6) criteria may be found at www.law.cornell.edu/

	Document Description	Page 5
1900001522	DWI TRADE FY19/20	of 42

cfr/text/20/617.22. The direct service provider shall work in conjunction with the OET Trade staff to ensure all services have been documented for the customer.

7. The Second Party will coordinate with the First Party's merit staff and other agencies for integrated services to Trade participants through the Kentucky Career Center that will facilitate a rapid transition back to the workforce.

8. The Second Party shall perform the non-inherently governmental function of issuing payments of Trade funds for First Party approved training services and payments of Trade funds for job search allowances and relocation allowances in cases where those allowances are approved in conjunction with Trade approved training. The Second Party shall not charge the Trade Grant or receive Trade administrative funds for this payment function. The Second Party shall receive reimbursement for 100 percent of the actual cost of the Trade approved services.

9. To the extent that Trade participants require assistance or services for employment, the Second Party also shall provide the appropriate career services as described in Section 134 of the WIOA (29 U.S.C. § 3174) for eligible participants. The specific services provided by the Second Party include, but are not limited to, the following:

- a. Coordination of Rapid Response;
- b. Assistance with Trade Orientation;
- c. Case management and emphasis on re-employment services prior to enrollment in trade training;
- d. Diagnostic testing and career assessment;
- e. Recommendations for remedial and occupational skill training plans;
- f. WIOA co-enrollment for all Trade training participants;
- g. WIOA career services for non-training participants, as appropriate;
- h. Referrals to ATAA, RTAA, and HCTC;
- i. Issuing Job Search Allowances and Relocation Allowances payments provided to participants enrolled or not enrolled in Trade training; and
- j. Ensuring that all required data and case notes related to its responsibilities are entered as outlined in Section 6, Reports, of the Additional Education and Workforce Development Cabinet Terms and Conditions of this MOA.

Section D: The Third Party's Trade responsibilities shall include, but not be limited to:

1. Ensure compliance with Interlocal Agreement Policy No. 15-002 as to submitting to the First Party the final approved interlocal agreement and any amendments thereto as well as any other documents referenced within the interlocal agreement within thirty (30) days of execution. These shall be sent OETLWIAREQUEST@ky.gov.

2. In order to assist in the administration of grant funds, the Third Party may designate an entity to serve as a local grant sub-recipient or as a local fiscal agent. Within fifteen (15) calendar days of execution of this MOA and in conjunction with the Second Party, the Third Party shall provide to the First Party a fully executed copy of the written contract or other legal instrument designating either a local grant sub-recipient or a local fiscal agent pursuant to 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (II) and Interlocal Agreement No. 15-002. Such designation shall not relieve the chief elected officials under WIOA of the liability for any misuse of grant funds described in 29 U.S.C.A. § 3122(d)(3)(B)(i) subclause (I).

3. Appoint the members of the local workforce development board in accordance with the established criteria pursuant to 29 U.S.C.A. § 3122(b)(1) and (c) and WIOA Local Workforce Development Board (LWDB) Member Nomination Guidelines, Office of Employment and Training (OET/agency) Confirmation Process and Board Certification, Policy Number 15-001 (hereinafter Board Certification Policy No. 15-001), Interlocal Agreement Policy No. 15-002 and Workforce Innovation and Opportunity Act-Local Elected Official(s) and Local Workforce Development Board Partnership Agreement, Policy Number 15-003 (hereinafter Partnership Agreement Policy No. 15-003).

4. In partnership with the Fourth Party, develop and submit a local plan, as well as a regional plan, immediately upon completion to the First Party in accordance with 29 U.S.C.A. § 3122(d)(1) and Partnership Agreement Policy No. 15-003, section I. The local plan shall meet the requirements of 29 USCA §3123 including but not limited to a description of the competitive process to be used to award the sub-grants and contracts in the local area for WIOA Title I activities.

	Document Description	Page 6
1900001522	DWI TRADE FY19/20	of 42

5. In partnership with the Fourth Party, conduct program oversight in accordance with 29 U.S.C.A. § 3122(d)(8) and Partnership Agreement Policy No. 15-003, section I.

Develop and submit local and regional plans;

Conduct oversight for local youth workforce investment activities, local employment and training activities and the one-stop delivery system in the local area;

Ensure the appropriate use and management of the funds provided for WIOA activities and systems;

Ensure appropriate use, management and investment of funds to maximize performance outcomes;

Negotiate with the First Party on local performance accountability measures;

Designate, certify and review one-stop operators;

Address concerns and related to the designated fiscal agent / grant subrecipient; and

Describe the process and procedures to be followed in the event there are unresolved disputes between the Third Party and Fourth Party.

6. Within fifteen (15) calendar days notify the First Party in writing of any changes to the local elected official(s) or the chief local elected official of the local workforce development area or if there is a designation of a different local grant sub-recipient or local fiscal agent.

Section E: The Fourth Party's Trade responsibilities shall include, but not be limited to:

1. In partnership with the Third Party, develop and submit a local plan within fifteen (15) calendar days of plan completion to the First Party in accordance with 29 U.S.C.A. § 3122(d)(1) and Partnership Agreement Policy No. 15-003, section I.

2. In partnership with the Third Party, conduct program oversight in accordance with 29 U.S.C.A. § 3122(d)(8) and Partnership Agreement Policy No. 15-003, section I.

Develop and submit local and regional plans;

Conduct oversight for local youth workforce investment activities, local employment and training activities and the one-stop delivery system in the local area;

Ensure the appropriate use and management of the funds provided for WIOA activities and systems;

Ensure appropriate use, management and investment of funds to maximize performance outcomes;

Negotiate with the First Party on local performance accountability measures;

Designate, certify and review one-stop operators;

Address concerns and related to the designated fiscal agent / grant subrecipient; and

Describe the process and procedures to be followed in the event there are unresolved disputes between the Third Party and Fourth Party.

3. To the extent authorized by 29 U.S.C.A. § 3122(g)(2) and Interlocal Agreement Policy No. 15-002, provide career services described in 29 U.S.C.A. § 3174(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator or direct service provider only with the agreement of the Third Party and the Governor. The Governor's consent will be secured only upon compliance with Board Certification Policy No. 15-001. If authorized, the Fourth Party also shall manage the requisite programmatic and participant data collection and reporting. In addition, it shall provide quality business services to support Kentucky employers requesting services throughout all stages of the business cycle. For employers requesting assistance to address business challenges, the employers shall be offered creative and customized solutions designed to meet the employers' needs.

4. In its discretion, employ a director and other staff in accordance with 29 U.S.C.A. § 3122(f). The Fourth Party shall submit to the First Party a copy of any written agreement between the Fourth Party and its support staff.

5. Except as authorized in this paragraph, use the foundational Kentucky Career Center Certification Standards and Measures (<http://www.kwib.ky.gov/onestopcertification.htm>) for full service centers and affiliate centers adopted by the Kentucky Workforce Investment Board or its successor. The Fourth Party may establish higher standards than those approved by the Kentucky Workforce Investment Board or its successor in its local certification process.

6. Include in the Memorandum of Understanding established with the agreement of the Third Party, pursuant to 29 U.S.C.A. 3151(c), a provision addressing that each Kentucky Career Center partner contributes a fair share of the Kentucky Career Center operating costs directly proportionate to its program use. Each Kentucky Career Center partner shall be required to compensate for the shared costs including system wide costs (e.g. outreach, staff, etc.) and Kentucky Career Center specific costs (e.g. rent, utilities, janitorial, security, data lines, internet access, common supplies, etc.) on a center by center basis in an Infrastructure Funding Agreement. The Infrastructure Funding

	Document Description	Page 7
1900001522	DWI TRADE FY19/20	of 42

Agreement shall include an outline of each partner's responsibility in terms of system-wide costs and center specific costs. The Infrastructure Funding Agreement shall also include provision for the collection of costs that are not paid by a partner or former partner.

7. Develop a budget, subject to the approval of the Third Party, in accordance with 29 U.S.C.A. § 3122(d)(12)(A), Interlocal Agreement Policy No. 15-002 and Partnership Agreement Policy No. 15-003 (Section 1).

8. Provide direction to the local fiscal agent or local grant sub-recipient as to the disbursement of Trade grant funds in accordance with the approved budget. Ensure employees providing services under this MOA are appropriately experienced in grant administration and participate in necessary and appropriate training opportunities. Within fifteen (15) calendar days of the end of the fiscal year, the Fourth Party shall provide documentation, in writing, to the First Party identifying the employees who are experienced in grant administration as well as information as to the names of employees who participated in training the previous fiscal year and the dates on which said training occurred.

9. Take no action with a vacancy or term expiration contrary to Board Certification Policy No. 15-001 that provides: "Any action taken by a LWDB, with a vacancy or term expiration beyond the time period described in the LWDB bylaws or later than the 90 days per this policy shall be void unless the LWDB has an approved waiver from the Office of Employment and Training prior to the LWDB meeting."

10. All costs relating to the execution of this MOA must follow the guidelines set forth in Appendix A of 2 CFR part 225.

Pricing:

The total of this contract is \$22,000,000.00

This contract will allow DFBI to issue Trade monies to LWDBs as needed, dependent upon Trade activity in each LWDA. This contract amount is based on the total amount projected to be awarded to Kentucky less the cost of OET administration of the Trade program (17% over the biennium). The total contract amount does not guarantee complete award to the LWDBs, the only amounts awarded must be requested and approved as a Trade activity pursuant to federal law and OET policies and procedures.

ADDITIONAL Department Terms and Conditions

The Second Party, Third Party and Fourth Party shall:

1. PERSONNEL

Maintain written personnel policies and procedures including salary, conditions of employment, and job descriptions relative to all personnel, including those whose services are for other than on a full-time basis and/or secured by process other than direct employment. Time sheets are required for all staff and participants. Furthermore, the stated parties shall comply with the Intergovernmental Personnel Act (42 U.S.C. 4701) and amendments thereto.

2. TRAVEL AND PER DIEM EXPENSES

Issue reimbursement of travel expenses only for authorized and allowable expenses, including accommodations, established in accordance with 200 KAR 2:006 Section 7 including but not limited to mileage rate, per diem rates, and subsistence for all travel. Trade funds shall reimburse travel, accommodation or meal expenses only for those persons performing Trade-related functions under this agreement. Further, the Second Party, Third Party, and Fourth Party shall not use Trade funds to pay for travel, accommodation, or meal expenses for any individual who is not performing Trade-related functions under this agreement and later be reimbursed by that individual for those expenses.

3. AUDIT RESPONSIBILITY

a. The United States Office of Management and Budget's (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards shall apply (see 2 CFR Part 200). The stated parties shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al. including the Department of Labor's exceptions codified at 2 CFR Part 2900,

	Document Description	Page 8
1900001522	DWI TRADE FY19/20	of 42

which supersede the requirements from OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133; 29 CFR Parts 95, 96, 97 and 99, and the guidance in Circular A-50 on Single Audit Act follow-up, unless different provisions are required by statute or approved by OMB (hereinafter referred to as the Uniform Guidance). Notwithstanding the Federal Acquisition Regulations, compliance with the Uniform Guidance shall be required of all of the stated parties regardless of for-profit or non-profit status.

b. Accept responsibility for any audit exceptions arising from audits, examinations, monitoring, assessments or contract management functions and comply with any First Party corrective action plan (CAP). The First Party shall place the stated parties on written notification of major deficiency for failure to implement a CAP which may result in the termination of this contract if stated parties continue to fail to meet the requirements of the CAP or if another CAP is issued for the same type of violation within a two-year period. The Second Party and Fourth Party are only responsible for resolution of finding(s) and disallowed costs cited for their or their subcontractor's failure to comply with the terms of the MOA and all WIOA laws and regulations applicable to the federally funded activities. The chief elected officials, under WIOA, have overall responsibility for any misuse of grant funds as described in 29 U.S.C.A. § 3122(d)(12)(B)(i) subclause (I). This paragraph does not restrict the First Party's authority to impose other sanctions authorized by 29 USCA §3244.

The stated parties' auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy. Auditors assigned to the engagement shall maintain at a minimum the Continuing Professional Education requirements of the current edition and official interpretations of Government Auditing.

4. SUBCONTRACTING

To the extent not prohibited:

a. Assure that all subcontracts with individuals (including consultants), agencies, and organizations will meet all requirements as set forth in this MOA. It is expressly understood that the stated parties are responsible for fulfillment of the terms of this MOA with the First Party whether or not subcontractors are used and that the terms of this MOA are binding upon all subcontractors.

b. Establish and adhere to an appropriate system for the award and monitoring of contracts with subgrantees which contains acceptable standards for ensuring accountability.

c. Enter into a written contract/agreement with such subgrantee which establishes clear goals, performance measures and obligations in unambiguous terms.

d. Act with diligence to monitor the implementation of the subgrantee contract, including the carrying out of the appropriate monitoring activities and audits, at reasonable intervals.

e. Take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Trade, or the regulations under Trade or other federal or state authority as set forth in Section A of this MOA, by such subgrantee, including the initiation of recoupment of any funds that have been misspent. The stated parties shall notify the Department when they become aware of any potential violation of Trade and provide ongoing documentation of corrective actions that are undertaken by the subgrantee contractor.

f. Provide the First Party in writing the annual schedule with times and dates when subgrantees will be monitored with updates submitted throughout the contract period.

5. CLOSEOUT

Ensure that a closeout package is completed and in accordance with established First Party procedures.

6. REPORTS

Submit programmatic, financial, requested updated cost allocation plans, and any other reports as required by the First Party. Within ninety (90) days of the fiscal year ending June 30, an annual financial report grouped by category detailing all of its expenditures during the fiscal year and required supplemental information shall be submitted to OET in a format provided by OET containing the following information:

	Document Description	Page 9
1900001522	DWI TRADE FY19/20	of 42

The total amount, the percentage of the total amount, and a description of the specific types of expenditures made for or allocated to administrative costs, direct expenditures, and indirect expenditures;

Funds not expended, and an explanation of why the funds were not expended; and Updated cost allocation plans that reflect cost allocations that were not included in the original cost allocation plan shall be submitted to the First Party.

The stated parties shall submit to DFBI a copy of their Interlocal and partnership agreements as well as their cost allocation plans that have been submitted to the Department for Local Government (DLG). The Interlocal and partnership agreements shall be submitted within thirty (30) days of execution and the cost allocation plans shall be submitted within thirty (30) days of submission to DLG. In addition, the Second and Third Parties shall submit financial and programmatic reports to the First and Fourth Parties to comply with Trade requirements. The Second and Third Parties shall also submit reports and provide the physical and electronic files related to Trade activities which occurred pursuant to this contract to any successor direct service provider that may be chosen within thirty (30) days after expiration of this contract. This will ensure a smooth transition.

7. GRIEVANCE PROCEDURES

Comply with the grievance procedures as established by Trade and the First Party.

8. WIOA COMBINED STATE PLAN/LWDA PLANS

Adhere to all policies and procedures identified in the approved WIOA Combined State Plan or by the Kentucky Workforce Innovation Board or its successor, as may be amended, and the applicable Local Workforce Development Area or Regional Plan, as may be amended.

9. MEMORANDUM OF UNDERSTANDING/RESOURCE SHARING AGREEMENT

Adhere to all provisions of the Memorandum of Understanding for Workforce Innovation and Opportunity Act and related Resource Sharing Agreement.

10. AVAILABILITY OF FUNDS

Acknowledge funds available in the OET-NFA are available for the time period specified under the funding stream, unless otherwise designated or provided by the terms of this MOA.

11. FINANCIAL MANAGEMENT SYSTEM

Unless otherwise established by the First Party, agree to establish and/or maintain a financial management system which shall provide for:

- a. Accurate, current, and complete disclosure of the financial results of the functions/services performed under this MOA in accordance with reporting requirements set forth in the Uniform Guidance.
- b. Records that identify the source and application of funds for activities/functions/services performed pursuant to this MOA. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income.
- c. Effective control over and accountability for all funds, property, and other assets. The Second Party and the Fourth Party shall safeguard all such assets and shall assure that all funds, property, and other assets are used solely for authorized purposes in the provision of functions/services under this MOA in accordance with the WIOA and Trade applicable laws and regulations, as amended.
- d. Procedures for determining reasonableness, and allowability of costs in accordance with provisions of the Uniform Guidance.
- e. Accounting records that are supported by source documentation.
- f. Assurance that no other funds or assets of the agency shall be co-mingled with the funds provided for these programs to be administered under this MOA to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein.
- g. Responsibility for monitoring, fiscal and/or program exceptions established by evaluation, monitoring and/or audit of this MOA, and for promptly settling any monitoring, fiscal and program audit exceptions by making direct payment or by other methods approved by the First Party.

	Document Description	Page 10
1900001522	DWI TRADE FY19/20	of 42

h. Establish and/or maintain a financial management system which complies with the new Uniform Administrative Requirements for Grants and Cooperative Agreements as amended under the Uniform Guidance.

12. AUDIT REQUIREMENTS (applicable to agencies subject to 2 CFR 200 and 2900).

a. If the Second Party, Third Party or Fourth Party is a governmental entity, an institution of higher education or other nonprofit institution and expends more than \$750,000 in Federal Financial Assistance, it shall have an audit conducted in accordance with generally accepted auditing standards, government auditing standards, issued by the Comptroller General of the United States and Office of Management & Budget, 2 CFR 200 and 2900. This shall be in accordance with the provisions of the Uniform Guidance. Federal financial assistance includes both federal dollars received directly from a federal agency or indirectly through a state or other agency. The audit report's accompanying financial statements shall be issued in accordance with generally accepted accounting principles.

b. The audit shall cover each fiscal year period, and a copy of the audit report(s) and Management Letter shall be submitted to the First Party, no later than March 31, following the previous fiscal year.

c. Prior to beginning of an audit, a copy of the engagement letter shall be submitted to the First Party.

13. PURCHASING AND SPECIFICATIONS

By executing this MOA, the stated parties certify that they will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will they attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky.

14. MOA MONITORING

Agree to DFBI conducting on-site monitoring reviews as DFBI deems necessary per program year. Such monitoring will include a review of the Second Party, Third Party and Fourth Party's compliance with the WIOA and applicable federal and state regulations, this MOA and budget items. The review will further seek to determine the appropriateness of costs charged to this contract. It is the responsibility of the appropriate party to this MOA to ensure appropriate records are made available for inspections by DFBI monitors or officials of any other Agency with WIOA program oversight, i.e., U.S. Department of Labor. Such reviews will follow the DFBI monitoring guidelines and time requirements for issuance, response and resolution of any adverse findings. If a monitoring finding is not resolved in the resolution process used by DFBI, the stated parties agree to abide by 20 CFR 683.600-610, and to promptly settle any monitoring, fiscal or program exceptions by making direct payment or by any other method approved by DFBI.

15. ASSURANCES AND CERTIFICATIONS

Acknowledge the First Party will not award a grant where the stated parties have failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this MOA, the stated parties hereby certify and assure that they will fully comply with all the following:

- a. Use of funds provided through this grant will be in accordance with the Trade-applicable regulations and any amendments thereto, and other federal or state authority as set forth in Section A of this MOA.
- b. Training services under this grant will be provided only to Trade-eligible participants.
- c. Services will not be denied on the basis of residence to eligible participants.
- d. Training will only occur in occupations with a demand for workers. Individual Training Accounts (ITA) shall be established with an eligible training provider (ETP).
- e. Each contract for ETP and on-the-job training will comply with the provisions of WIOA, applicable regulations and any amendments thereto, and other federal and state authority as set forth in Section A of this MOA.
- f. Will conduct at least once annually a comprehensive review and verification of financial management, procurement systems, participant data, and sub-recipient monitoring procedures and systems for the project operator.
- g. Assure all participants a safe work place or training facility and assure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (<https://www.osha.gov/>), as amended, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health and safety.
- h. Assure compliance with the First Party's Methods of Administration, as amended, Nondiscrimination and Equal Opportunity Assurance and any other Nondiscrimination and Equal Opportunity Requirements of WIOA including but not limited to:

1. Will comply with the nondiscrimination clauses of this MOA or with any of the said rules, regulations, or orders. Furthermore, in the event the stated parties' Nondiscrimination and Equal Opportunity Requirements statistical analysis, as required by the First Party's Methods of Administration, indicates possible noncompliance, OET has the authority to inspect any and all of the stated parties' documents regardless of physical form and to impose or recommend corrective action.

2. Will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order No. 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, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and Executive Order 13672 of July 21,

	Document Description	Page 11
1900001522	DWI TRADE FY19/20	of 42

2014, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60) as amended, so that such provisions will be binding upon each subcontractor or vendor.

3. Will comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin and 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 MOA.

4. Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794 et seq., and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.

5. Will comply with the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101, et seq. and applicable federal regulations.

6. As a condition to the award of financial assistance under the WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded programs or activities and all agreements or arrangements to carry out the WIOA-funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, as amended, including Title VI of the Civil Rights Act of 1964, as amended; the Age Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

7. Will comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1--financially assisted program or activity;

8. Will comply fully with the nondiscrimination and equal opportunity provisions of The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

9. Will comply fully with the nondiscrimination and equal opportunity provisions of Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs or activities.

i. Will also comply with all regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title 1-financially assisted program or activity, and to all agreements made to carry out the WIOA Title 1-financially assisted program or activity. The stated parties understand that the United States has the right to seek judicial enforcement of this assurance.

The stated parties agree to require each subcontractor to include the above assurances in applications for sub-grants and to include the assurances in all sub-grant agreements under this MOA.

j. Certification on Lobbying: Certify that for the preceding contract period, if any, and for this current MOA period:

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 any 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 federally 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 of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. 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 under 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 such failure.

k. Certify the following regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions:

	Document Description	Page 12
1900001522	DWI TRADE FY19/20	of 42

1. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the First Party.
 - l. Agree to comply with provisions of the Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., and 2 CFR 182 in providing a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
 - m. Access to and Maintenance of Records:
 1. Agree that the First Party and/or the federal grantor agency, the Comptroller General of the United States and/or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized representatives or agents including independent auditors, shall have immediate access to any and all books, documents, papers, photographs, cards, tapes, disks, diskettes, recordings, records, and other documentary materials, regardless of physical form (hereinafter "records") of the stated parties which are directly pertinent to this MOA or activities thereby for the purpose of making audit, examination, investigations, excerpts, and transcriptions and for monitoring and evaluation purposes.
 2. Agree to permit staff of the First Party, persons acting for the First Party, and/or staff designated by appropriate federal agencies, to monitor and evaluate any services or functions being performed pursuant to this agreement. The stated parties also agree to submit any and all records and documentation of service provisions regardless of physical form in regard to subcontracted services when requested for monitoring purposes.
 3. Agree to assure the confidentiality of all information pursuant to law, whether written or verbal, provided by or about any client seeking or receiving services under this agreement except as approved and authorized in writing by the client, or as otherwise authorized by law including the provisions of WIOA, Privacy Act of 1974 or regulations implementing that section, P.L. 93-579, (5 USC 552a), KRS 151B.280, and 787 KAR 2:020. The stated parties must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the First Party or by court order. Disclosure of any information covered under this agreement to any party not authorized by the Education and Workforce Development Cabinet to receive said information or due to court order may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party. The stated parties acknowledge the "Unlawful Access to a Computer" provisions of KRS 434.840 to 434.860. The stated parties will comply with KRS 61.870-61.884 regarding the release of public records in their possession and KRS 61.805-61.848 regarding open meetings.
 4. Retention requirement for records: Pursuant to 2 CFR 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities with the following exception:
If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
Additional exceptions to the three-year requirement are noted in the above-cited CFR.
 5. Agree to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel including those whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and participants and shall be kept in accordance with retention schedule requirements.
 6. Agree to maintain records, including case notes, in the Employ Kentucky Operating System (EKOS) or any other system approved by the First Party, sufficient to identify the results of the service provided each individual and for use in evaluating the effectiveness of the total program, enabling verification that negotiated performance standards have been met as required. In addition, the stated parties will ensure all required data and case notes related to the responsibilities under this agreement are entered into EKOS or any other system approved by the First Party at the time of service, or within ten (10) business days and shall submit programmatic, financial and other reports as required by the First Party.
 7. Agree that the stated parties shall use the WIOA Online Reporting for Kentucky (WORK) system administered by the OET as the official financial grant management system to report financial data related to any Trade grants that flow through the Department of Workforce Investment in accordance with guidelines prescribed by the Governor, designed to facilitate the uniform-compilation and reporting, monitoring, and evaluating purposes. It shall report program outlays (expenditures) on an accrual basis in accordance with the Uniform Guidance and 2 CFR §200.34(c).
 8. Agree the EKOS, or any other system approved by the First Party, shall be the exclusive electronic repository of documented WIOA activities including referrals for federal and state reporting requirements in accordance with guidelines prescribed by the Governor, designed to facilitate the uniform compilation and reporting, monitoring and

	Document Description	Page 13
1900001522	DWI TRADE FY19/20	of 42

evaluation purposes. Access to EKOS, or any other system approved by the First Party, shall be given at the sole discretion of the OET in accordance with KRS 151B.280.

9. Agree that Focus Career and Focus Talent shall be the exclusive entry point for Labor Exchange activities and that funds awarded under this contract will not be used to purchase a competitive job matching system.

n. Agree that performance of this MOA shall comply with:

1. 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).

2. The Copeland "Anti-Kickback" Act (18 U.S.C.A § 874) as supplemented in Department of Labor regulations (20 C.F.R. Part 3).

3. The Davis-Bacon Act (40 U.S.C.A. § 3148 (formerly cited as 40 U.S.C.A. § 276a-7)) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.A § 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

5. Notice of awarding agency requirements and regulations pertaining to reporting.

6. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.A. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C.A. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).

7. 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, 89 Stat. 871).

8. Veterans' Priority Provisions: This program, funded by the U.S. Department of Labor is subject to the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. States are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions in 38 USC 4215 and Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009). TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

9. Buy American Notice Requirement: None of the funds made available under Titles I or II of WIOA (Public Law 113-128) or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502—Buy American Requirements.

10. Salary and Bonus Limitations: Under Public Law 113-235, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2015/executive-senior-level>). This limitation shall not apply to contractors providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries of those receiving salaries from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs.

The payment of any type of incentive, bonus, award, or other financial payment above and beyond salary is prohibited.

11. Legal, Accountant, and Consultant Fee limitations: All legal, accountant and consultant fees shall be in accordance with 2 CFR part 200 section 200.435.

12. Executive Order 13333: This agreement may be terminated without penalty, if the stated parties or any subgrantee, or the contractor or any subcontractor engages in "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g))

13. Requirements for Conference and Conference Space: Conferences sponsored in whole or in part by stated parties are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award under this MOA. Stated parties are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of

	Document Description	Page 14
1900001522	DWI TRADE FY19/20	of 42

costs associated with conferences, refer to 2 CFR 200.432. The First Party retains the right to obtain any and all records regardless of physical form from the stated parties about any conference that is funded in whole or in part with WIOA funds.

14. Seat Belts: Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned. In addition, the stated parties must comply with KRS 189.125 "Requirements of use of seat belts, child restraint systems, and child booster seats – Exceptions."

15. Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order. In addition, the stated parties must comply with KRS 189.292 "Use of personal communication device prohibited while operating motor vehicle in motion on traveled portion of roadway."

16. Executive Order 12928: The stated parties are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

17. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, stated parties must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with Limited English Proficiency [5/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Stated parties are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding the parties' LEP obligations, go to <http://www.lep.gov>.

18. Health Benefit Coverage: Stated parties must ensure that use of these funds for health benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.

19. Flood Insurance: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

20. Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

21. Hotel-Motel Fire Safety: Pursuant to 15 USC 2225a, the stated parties must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Stated parties may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

22. Prohibition on Contracting with Corporations with Felony Criminal Convictions: The stated parties are prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

23. Prohibition on Contracting with Inverted Domestic Corporations: No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this prohibition may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

	Document Description	Page 15
1900001522	DWI TRADE FY19/20	of 42

24. Prohibition on Providing Federal Funds to ACORN: These funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

25. Profit: Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators or service providers which are for-profit entities.

26. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: Stated parties may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.

o. Further agree to:

1. Adhere to the U.S. Department of Labor's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this contract.

2. Adhere to 29 C.F.R. § 97.34 if any copyright material is developed in the course of or under this contract. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

3. Comply with applicable Codes of Conduct and Conflict of Interest Provisions and the Procurement Standards in 29 C.F.R. § 95.42 and 29 C.F.R. § 97.36. The Fourth Party also ensures compliance with the conflict of interest provisions in 29 USCA §3122(h).

4. Comply with the Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 ("FFATA") in a manner by having necessary processes and systems to support the First Party's reporting requirements of FFATA. See Training and Employment Guidance Letter (TEGL) No. 11-10 (issued November 15, 2010) <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10acc.pdf>.

p. Indemnity

Indemnify the First Party and its agents and employees from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts of the stated parties, their agents, employees, licensees, or invitees that result in injury to persons, corporations, partnerships, or any other entities. Also, the stated parties agree to indemnify the First Party and its agents and employees from any and all liability, loss, or damage that the First Party may suffer resulting therefrom. Provided, however, in the event the stated parties are a state agency or subcontracts from services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability may be limited to an award from the Board of Claims up to the jurisdictional amount. In the event the Second Party, Third Party or Fourth Party is legally prohibited from entering into an indemnity agreement, the Second Party, Third Party, or Fourth Party shall hold the First Party and its agents and employees harmless from all loss, liability, claims, expenses, actions, causes of action, costs, damages and obligations arising from any and all acts of the Second Party, Third Party, Fourth Party, its agents, employees, licensees, invitees, or participants that result in injury to persons, damage to property or loss arising from performance of this subgrant agreement.

Section G: Conflict of Interest Laws and Principles

	Document Description	Page 16
1900001522	DWI TRADE FY19/20	of 42

The stated parties hereby certify by executing this MOA that they are legally entitled to enter into the MOA with the First Party and certify that they are 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 MOA.

Section H: Choice of Law and Forum Provisions

All questions as to the execution, validity, interpretation, and performance of this MOA 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 MOA shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Section I: WIOA Outreach/Media Releases

The stated parties attest to and agree to comply with WIOA and the policies of the First Party regarding all WIOA Outreach/Media Releases. The stated parties shall utilize the appropriate Kentucky Career Center branding logo. The brand shall be displayed according to the Kentucky Career Center Brand Guidelines on all communications and publications including, but not limited to, external and internal communications, printed materials, signs, stationery, websites, promotional materials, posters, brochures, and pamphlets. All media releases must be submitted to the OET prior to release.

Section J: Extensions/Amendments

The terms and conditions of this MOA may be extended or amended at any time by agreement of the parties in writing and 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 in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

Section K: Termination

Any party shall have the right to terminate the provisions of this agreement that apply specifically to that party immediately for cause upon written notice or for convenience upon thirty (30) days written notice. In the event the Cabinet terminates this contract as against any of the parties, all of the duties and responsibilities of the Cabinet and the remaining parties shall remain in effect. If a party other than the Cabinet terminates the provisions of this contract pertaining to that party, all of the duties and responsibilities of the Cabinet and the remaining parties shall remain in effect. A final invoice or cash report must be submitted within forty-five (45) days of the written notice of termination.

Section L: Protection of Personal Information Security and Breach Investigation Procedures and Practices Act
Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

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

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the

	Document Description	Page 17
1900001522	DWI TRADE FY19/20	of 42

Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

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

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

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology: <http://technology.ky.gov/ciso/Pages/InformationSecurityPoliciesStandardsandProcedures.aspx>

In addition, reportable incidents involving Social Security Provided Information (SSPI) must be reported to the Social Security Administration (SSA) within a mandatory one-hour time frame. The individual(s) who becomes aware of or suspects a theft or loss of SSPI are required to immediately inform their immediate supervisor of the breach or incident. In the event their immediate supervisor is not available, they are to immediately report the actual or suspected breach or incident to a member of their entity's leadership. The supervisor or a member of leadership will need to the information of the breach of loss. The supervisor or member of leadership will use the Security Incident Reporting Form (EDU-F01) to quickly gather and organize information about the incident and submit the form to Cabinet Security via the monitored security email account at EDU.SecurityRequest@ky.gov.

Cabinet Security will follow the guidelines set forth in the Personnel Cabinet, Office of Administrative Services, Division of Technology Services Security Incident Response Guide. Cabinet Security will notify the SSA Regional Office contact(s) and the SSA Systems Security Issues contact(s) identified below. If for any reason the Administrator is unable to notify the SSA Regional Office or the SSA Systems Security Contact within one (1) hour, the Administrator must call SSA's National Network Service Center (NNSC) at 1-877-697-4889 to report the actual or suspected loss.

Section M: Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

Section N: Background Checks

If there is access to Federal Tax Information (FTI), the stated parties shall be responsible for the cost to obtain a current and satisfactory criminal record check for the individual(s) with FTI access that is satisfactory with no convictions or outstanding charges which would constitute a disqualifying offense under administrative regulations. A criminal record check shall be completed through the Kentucky State Police Information Center or the Administrative Office of the Courts. 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 those states as well.

	Document Description	Page 18
1900001522	DWI TRADE FY19/20	of 42

Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 Reduction in Contract Worker Hours:

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

4.00 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

	Document Description	Page 19
1900001522	DWI TRADE FY19/20	of 42

be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 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.

6.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

	Document Description	Page 20
1900001522	DWI TRADE FY19/20	of 42

Second Party

Bluegrass Area Development District

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). A list of such determination(s) is attached

Lake Cumberland Area Development District

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). A list of such determination(s) is attached

Eastern Kentucky Concentrated Employment Program, Inc.

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). A list of such determination(s) is attached

Green River Area Development District

Contractor must check one:

	Document Description	Page 21
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

KentuckianaWorks

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). A list of such determination(s) is attached

Lincoln Trail Area Development District

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). A list of such determination(s) is attached

Northern Kentucky Area Development District

Contractor must check one:

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

	Document Description	Page 22
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

City of Bowling Green

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). A list of such determination(s) is attached

Buffalo Trace Area Development District

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). A list of such determination(s) is attached

Pennyrile Area Development District

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). A list of such determination(s) is attached

Third Party

	Document Description	Page 23
1900001522	DWI TRADE FY19/20	of 42

Bluegrass Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Bluegrass Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Cumberlands Chief Local Elected Official

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). A list of such determination(s) is attached

EKCEP Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 24
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

Green River Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

	Document Description	Page 25
1900001522	DWI TRADE FY19/20	of 42

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 26
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

KentuckianaWorks Co-Chief Local Elected Official

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). A list of such determination(s) is attached

Lincoln Trail Chief Local Elected Official

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). A list of such determination(s) is attached

Northern Kentucky Chief Local Elected Official

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). A list of such determination(s) is attached

South Central Chief Local Elected Official

	Document Description	Page 27
1900001522	DWI TRADE FY19/20	of 42

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). A list of such determination(s) is attached

TENCO Chief Local Elected Official

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). A list of such determination(s) is attached

West Kentucky Chief Local Elected Official

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). A list of such determination(s) is attached

West Kentucky Chief Local Elected Official

Contractor must check one:

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

	Document Description	Page 28
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

Fourth Party

Bluegrass Local Workforce Development Board

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). A list of such determination(s) is attached

Cumberlands Local Workforce Development Board

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). A list of such determination(s) is attached

EKCEP Local Workforce Development Board

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). A list of such determination(s) is attached

	Document Description	Page 29
1900001522	DWI TRADE FY19/20	of 42

Green River Local Workforce Development Board

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). A list of such determination(s) is attached

KentuckianaWorks Local Workforce Development Board

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). A list of such determination(s) is attached

Lincoln Trail Local Workforce Development Board

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). A list of such determination(s) is attached

Northern Kentucky Local Workforce Development Board

Contractor must check one:

	Document Description	Page 30
1900001522	DWI TRADE FY19/20	of 42

_____ 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). A list of such determination(s) is attached

South Central Local Workforce Development Board

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). A list of such determination(s) is attached

TENCO Local Workforce Development Board

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). A list of such determination(s) is attached

West Kentucky Local Workforce Development Board

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). A list of such determination(s) is attached

	Document Description	Page 31
1900001522	DWI TRADE FY19/20	of 42

7.00 Discrimination:

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

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

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

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

	Document Description	Page 32
1900001522	DWI TRADE FY19/20	of 42

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

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

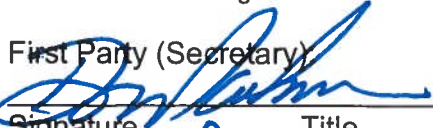

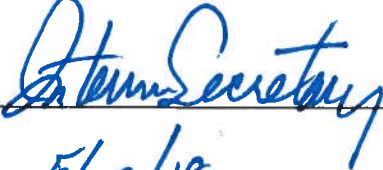
In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts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



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

	Document Description	Page 33
1900001522	DWI TRADE FY19/20	of 42

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.

First Party (Secretary)

 Signature Title
 
 Printed Name Date
 Don Parkinson 5/29/18

First Party (Commissioner):

 Signature Title
 5/31/18
 Printed Name Date

Second Party:
 Bluegrass Area Development District

 Signature Title

 Printed Name Date

Second Party:
 Lake Cumberland Area Development District

 Signature Title

 Printed Name Date

Second Party:
 Eastern Kentucky Concentrated Employment Program, Inc.

 Signature Title

	Document Description	Page 34
1900001522	DWI TRADE FY19/20	of 42

Printed Name Date

Second Party:
Green River Area Development District

Signature Title

Printed Name Date

Second Party:
KentuckianaWorks

Signature Title

Printed Name Date

Second Party:
Lincoln Trail Area Development District

Signature Title

Printed Name Date

Second Party:
Northern Kentucky Area Development District

Signature Title

Printed Name Date

Second Party:
City of Bowling Green

	Document Description	Page 35
1900001522	DWI TRADE FY19/20	of 42

Signature

Title

Printed Name

Date

Second Party:

Buffalo Trace Area Development District

Signature

Title

Printed Name

Date

Second Party:

Pennyrile Area Development District

Signature

Title

Printed Name

Date

Third Party:

Bluegrass Co-Chief Local Elected Official

Signature

Title

Printed Name

Date

Bluegrass Co-Chief Local Elected Official

Signature

Title

Printed Name

Date

Third Party:

Cumberlands Chief Local Elected Official

	Document Description	Page 36
1900001522	DWI TRADE FY19/20	of 42

Signature Title

Printed Name Date

Third Party:
EKCEP Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Green River Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:

	Document Description	Page 37
1900001522	DWI TRADE FY19/20	of 42

KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
KentuckianaWorks Co-Chief Local Elected Official

Signature Title

Printed Name Date

	Document Description	Page 38
1900001522	DWI TRADE FY19/20	of 42

Third Party:
Lincoln Trail Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
Northern Kentucky Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
South Central Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
TENCO Chief Local Elected Official

Signature Title

Printed Name Date

Third Party:
West Kentucky Chief Local Elected Official

Signature Title

	Document Description	Page 39
1900001522	DWI TRADE FY19/20	of 42

Printed Name Date

West Kentucky Chief Local Elected Official

Signature Title

Printed Name Date

Fourth Party:
Bluegrass Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Cumberlands Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
EKCEP Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Green River Local Workforce Development Board

Signature Title

	Document Description	Page 40
1900001522	DWI TRADE FY19/20	of 42

Printed Name Date

Fourth Party:
KentuckianaWorks Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Lincoln Trail Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
Northern Kentucky Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
South Central Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:

	Document Description	Page 41
1900001522	DWI TRADE FY19/20	of 42

TENCO Local Workforce Development Board

Signature Title

Printed Name Date

Fourth Party:
West Kentucky Local Workforce Development Board

Signature Title

Printed Name Date

Approved as to form and legality:

Attorney

Amendment Number: _____
Date: _____

**NOTICE OF CONTRACT AMENDMENT
Direct Service Provider/One-Stop Operator
(Rescare)**

Purpose: The Bluegrass Workforce Innovation Board (BGWIB) and Governing Board of Local Elected Officials (Governing Board) exercise the right to extend the term of this contract for Direct Service Provider/One-Stop Operator (Rescare) from July 1, 2018 through June 30, 2019. In accordance with the terms of the grant period as stated in the Request for Proposals through which the service provider was procured, the BGWIB and Governing Board reserve the right to continue contracting with the service provider for up to an additional two years or through June 30, 2021.

This Contract Amendment consists of the signature page and the following attachments.

Attachment A: PY18-19 Performance Measures

The undersigned executes this Contract Modification on behalf of the CONTRACTOR and Bluegrass Area Development District (BGADD) and, by doing so, legally obligate and bind the CONTRACTOR and BGADD.

SIGNATURES

FOR THE CONTRACTOR: ResCare

Adam Taylor, President

FOR FISCAL AGENT: BGADD

Harold McKinney, Chief Local Elected Official

Matthew Montgomery, Chair - BGWIB

Jim Gray, Chief Local Elected Official

David Duttlinger, Executive Officer

NOTICE OF CONTRACT EXTENSION TO WIOA
CONTRACT #: 17-009

Between: **Bluegrass Area Development District (BGADD)** for
Bluegrass Local Workforce Development Area
699 Perimeter Drive, Lexington, KY 40517

And: **Opportunity for Work and Learning (OWL)**
650 Kennedy Road Lexington Ky. 40511

Confirming the contract extension for PY19 made between: Opportunity for Work and Learning (OWL) 650 Kennedy Road, Lexington, KY 40511 and the Bluegrass Area Development District, Inc., (BGADD) 699 Perimeter Drive, Lexington, Kentucky 40517, regarding **Opportunity for Work and Learning Contract No. #17-009** dated 05-04-2017.

In consideration of the employment and/or training activities for WIOA eligible youth residents in the following counties: Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford Counties is being amended as follows:

50 WIOA eligible youth participants with no increase or decrease in funds.
The work is for PY 19 to begin on July1,2018 and to complete no later than
June 30, 2019.

All other terms and conditions of the contract, except as modified above are hereby ratified and confirmed.

David Duttlinger
Executive Director
Bluegrass Area Development District

Date

David Boggs
President/CEO
Opportunity for Work and Learning

Date

ResCare

A decorative graphic element consisting of a light blue rectangular area with a white grid pattern and a white circle on the right side.

ResCare Workforce Services

Monthly Briefing Report

Reporting Period: April, 2018

ResCare Monthly Briefing Report

Focus Areas:

- Prior Update
- Performance Metrics
- Success Stories

Our team has been working toward some major initiatives and have made great progress as outlined below:

ONE STOP OPERATOR

Beginning April 1, 2018 the remaining twelve counties in the Bluegrass Area went live with the SNAP E&T program. The One Stop Operator attended a meeting with KY Health officials and other area agencies to get updates on contracted providers and the efforts that were made to gain partnerships prior to the program going live. KY Health officials wish to enlist the help of local Business Service Teams to continue the efforts to partnering with community agencies that can assist these customers in meeting their community engagement hour requirement. Strategies and outreach efforts that had taken place were discussed and a list of partners that were previously targeted has been requested.

The One Stop Operator also attended a Change Agent meeting aimed at educating local staff on the upcoming Medicaid Community Engagement piece of KY Health and how participants will move through the program, the role the KCC will play in that program.

A conference call was held with the KY Health staff, the Deloitte group and all local WIOA and OET staff who work with the SNAP E&T program. The call gave local front line staff the chance to ask questions and the One Stop Operator helped to facilitate the call.

The OSO and partner agency representatives met at the BGADD to go over the Bluegrass LWDA MOU on April 24th. Representatives from WIOA, OET, Adult Education, Community Action, Department of Corrections and OVR were in attendance. Prior to the meeting the MOU was sent out for review. A corrected/updated version was circulated to all parties at the meeting and changes that had been made were presented to the partners. All parties in attendance agreed the document represented their agency and its mission correctly. Although the OSO and the board staff had hoped that the request for signatures could begin after this meeting it was noted by one partner agency that the MOU would not go up for review with their agency without a formal Interagency Funding Agreement attached to the MOU. The OSO and the board staff will now begin work on the IFA.

ADULT/DW:

Staff assisted with BCTC Career Fairs at Lawrenceburg and Georgetown Campuses during the month of April with good turnouts from employers and job seekers. Adult and Youth Talent Development Specialists were in attendance at both events and were able to network with local employers and promote KY Career Center services. We have seen an increase in the number of referrals from the Advanced Manufacturing Technician KY FAME program during the month of April. Many of the referrals are attending the program at BCTC Georgetown and participating

ResCare Monthly Briefing Report

in the KY FAME program through Toyota of Georgetown. These students attend classes 2 days per week and work 3 days per week so that they gain both classroom and hands on training while completing their degree.

Career Center Staff worked diligently in preparation for file reviews while continuing to serve our customers. TDS staff in Lexington have been conducting TABE assessments onsite at the Lexington CC while TES staff have been more involved with SNAP E&T customers/trainings. We have successfully launched our Internship Initiative with Kenny Orthopedics/BCTC.

BUSINESS SERVICES

The internship with Kenney Orthopedic started in April. There are currently 6 participants going thru this program in which they participate in classroom training provided by BCTC and simultaneously gain hands on experience working in Kenney's lab.

The internship with KY Steel Center ended on April 15, 2018 and resulted in a job offer to the participant. At the beginning of this internship KY Steel did not have a position open for the intern, but they were willing to help her gain the work experience she needed. At the end of the program KY Steel decided to create a position for the participant and hired her on full time.

The Central Kentucky Job Fair in Berea was held on April 10, 2018. This event was very successful with 387 job seekers attending the event. These job seekers had the opportunity to meet with 41 employers. After completing, Economic Development from Richmond expressed great interest in hosting an additional Career Fair in the near future based on the large turn and high participation. High School Seniors were bused in from three counties: Madison, Rockcastle and Jackson. Local officials also credited much of the success to the hard work of Business Services team member Rolando Thacker who participated in the month's long planning for the event.

The BSS team also provided support to the BCTC Job Fair in Lawrenceburg on April 10, 2018 and the BCTC Job Fair in Georgetown on April 11, 2018.

On April 24, 2018 the Business Services team assisted Morning Pointe with a hiring event for their four locations in the Bluegrass area. At this event Morning Pointe also completed a Master Agreement to be a WEX provider and currently has three positions available for our youth.

YOUTH:

April was a busy month for the Youth team. Some accomplishments included:

- 26 OSY Enrollments
- 15 New Work Experiences Started
- 11 New Master Agreements signed with worksites
- 5 GEDs attained
- 2 enrolled into CNA Training

The Youth Talent Development team have all been trained and are able to administer the TABE test onsite if necessary. The team also completed WIN essential (soft) skills training and will

ResCare Monthly Briefing Report

begin utilizing this program for our participants enrolled for work in order to help them to be successful during their WEX program.

We currently have 30 Master Agreements with employers interested in partnering with us in offering participants meaningful work experience. We have a goal to place a total of 100 participants before the end of the program year.

Performance Metrics and Action Plans

Contractual Metrics

ADULT/DISLOCATED WORKER - Annual Goal: 300				
	Current Month	YTD Total	PY17 YTD Goal	Performance
TOTAL NEW ENROLLMENTS (Adult/DW)	40	318	250	✓ 127.20%
YOUTH - Annual Goal: 300				
	Current Month	YTD Total	PY17 YTD Goal	Performance
TOTAL NEW ENROLLMENTS (All programs)	36	181	250	✗ 72.40%

SUCCESS STORIES

James Barnes came to the KCC in July 2015 seeking career services due to his layoff from TrimMasters. After he completed an assessment, it was determined that he needed additional skills and training to return to suitable employment. He went through the Industrial Maintenance program at BCTC in January 2016 and successfully completed in December 2017 with a 3.903 GPA. After receiving assistance with his resume and some additional career services, Mr. Barnes obtained employment at Kentucky Utilities in April 2018 as a Substation Tech Trainee making \$26.94 per hour. His last wage at TrimMasters was \$17 per hour so this training has substantially benefited Mr. Barnes.

Clinton Oswald came to the KCC in August 2015 seeking career services due to his layoff from Brake Parts Inc. After he completed an assessment, it was determined that he needed additional skills and training to return to suitable employment. He pursued the Electrical Engineering Technology program at Somerset Community College and successfully completed in December 2017 with a 4.0 GPA. After Mr. Oswald received assistance with updating his resume along with some other career services, he received an offer of employment from Ephraim McDowell Hospital in the Maintenance Department making \$14.50 per hour.



Active OJT Contracts

1. Leggett & Platt - Winchester
2. Advanced Green Components – Winchester
3. LSC Communications – Danville
4. Petro Towery Inc. – Richmond
5. Jim Beam (Beam Suntory) – Frankfort
6. Piston Automotive – Georgetown
7. Hobart – Danville
8. AMK Services – Richmond
9. ED Bullard – Cynthiana
10. Amteck – Lexington
11. TransNav Inc. – Danville
12. Gill Industries – Richmond
13. Qualex Manufacturing & Machining – Georgetown
14. American Greetings - Danville
15. National Office Furniture - Danville
16. Campari America LLC (Wild Turkey) - Lawrenceburg
17. Kentucky Steel Center Inc. - Richmond
18. Hyster Yale Group - Berea
19. Dental Health Associates PSC – Paris
20. Dv8 Kitchen and Vocational Training Foundation - Lexington

Memorandum of Agreement – Medicaid:

Contract Comments/Concerns

Page 3:

Reimbursable activity includes any allowable cost that is necessary and reasonable for the planning, implementation or operation of the Kentucky HEALTH program and be reflected in the fully allocated hourly rate.

Comment/Concern: It was my understanding that this would be a cost-reimbursement contract. If so, e.g.all references to the fully allocated hourly rate should be removed.

Up to ten percent of allocated funds may support LWDB staff and fiscal agent activity related to supporting Kentucky HEALTH implementation and services. The ten percent limit does not apply to the period prior to the operational go-live. If necessary, an LWDB may apply to DWI to use up to fifteen percent of funds for this purpose in year one of implementation of Kentucky HEALTH.

Comment/Concern: If you cannot spend funds for setting up a program, then: how do you hire staff? Purchase computers? Pay for a location, etc?

The LWDB shall submit to the Division of Fiscal and Budget Integrity (DFBI) a drawdown-of-funds request per DFBI policies and procedures. The LWDB shall receive funds through DWI's electronic fund transfer system which requires a monthly reconciliation of costs in the LWDB's book of account. These funds are for activities and payments required to carry out Scope of Services as outlined in this agreement. Release of funds shall be subject to the LWDB's submission of any requested program, financial reports, and detailed invoices as specified by DFBI policy and personnel within the timeframes specified.

Comment/Concern: LWDBs cannot accept funds without being incorporated. If incorporated the LWDB must still have a fiscal agent to manage those funds. The BGADD is the procured and designated fiscal agent/sub-grant recipient of the LEOs for WIOA. If they allow the use of the Fiscal Agent/Sub-Grant recipient for Medicaid and SNAP E&T, it would seem to follow that they also assume the liability. The State says, "Liability is waived for the first year" and that ultimately Medicaid is responsible. However, the language in contract does not reflect this.

Page 4.

In order to assist the administration of funds the LWDB may use the services of the designated fiscal agent or may designate an entity to serve as a fiscal agent. In such case that the LWDB does not use the services of the designated fiscal agent, the LWDB shall provide to DFBI a fully executed copy of the written contract or other legal instrument designating a fiscal agent at least thirty (30) days prior to the first invoice. Such designation shall comply with local procurement policy and any relevant state and federal policies.

Comment/Concern: "...the designated fiscal agent..." requires approval of LEOs. A fiscal agent also has to accept the responsibility. Neither are part of this contract. For the LWDB to become incorporated, procure, and designate a separate fiscal agent/sub-grant recipient is complicating, duplicative and cost prohibitive. However, use of the current Fiscal Agent/Sub-Grant recipient would require approval of the LEOs and liability again becomes an issue.

Travel expenses shall be reimbursed only for authorized and allowable expenses, including accommodations, established in accordance with 200 KAR 2:006 Section 7 including but not limited to mileage rate, per diem rates, and subsistence for all travel. Funds shall not be used to pay for **non-employees'** travel, accommodation, or meal expenses. Further, the Second party shall not use these funds to pay for travel, accommodation, or meal expenses for a non-employee and later be reimbursed by that non-employee for those expenses.

Comment/Concern: So LWDB board members—the only party to sign contract—cannot attend trainings or have travel expenses reimbursed? Also refer to reimbursement requirements later in the contract – page 18.

RFPs issued for the procurement of services under this contract must be reviewed and approved by **DWI no less than 30 days prior to the issuance**, unless otherwise agreed by all involved parties.

Comment/Concern: What happens if the time requirements cannot be met? How is agreement proven? (Is email approval acceptable or does it require something more official?)

DWI shall establish policy defining metrics for the Kentucky HEALTH program and any contractors and/or subcontractors subcontracted to administer the Kentucky HEALTH program that include:

Comment/Concern: No policy has been issued that defines the metrics other than very generically. Performance metrics are listed in agreement but undefined or quantitative.

DWI shall be responsible for coordinating with the LWDB for completion of the following reporting requirements in accordance with the Medicaid CE program:

- A. Quantitative reports as further defined by CHFS and DWI.
- B. Reports shall include, but not be limited to:
 - 1. The number of Kentucky HEALTH beneficiaries referred to DWI by DCBS.
 - 2. The number of Medicaid CE beneficiaries assessed by DWI.
 - 3. The number and percentage of eligible beneficiaries that completed an activity by activity, including training, education, work experience, on the job training or any other activity that DWI has referred a beneficiary to as a part of their individual plan.
 - 4. The percentage and number of beneficiaries to obtain an industry recognized credential, including an apprenticeship, or a regular secondary school diploma or its recognized equivalent, while participating in, or within 1 year after receiving services.
 - 5. The percentage and number of eligible beneficiaries assessed as needing educational or training programs who are enrolled in educational or training programs that are intended to lead to an industry recognized credential.
 - 6. The number of Medicaid CE beneficiaries who have completed and received a high school degree (or high school equivalency) prior to being provided with services.
- C. Provide monthly and individual outcomes. Reporting template to be defined by CHFS and DWI.
- D. Financial reports as further defined by CHFS and DWI. **Reporting template to be defined by CHFS and DWI.**

Any reports shall be sent to the Director of the Division of Fiscal and Budget Integrity.

Comment/Concern: That is an excessive amount of reporting when a template is not in place yet. And it repeatedly says there will be penalties for misreporting, inaccurate reporting, and/or not

reporting. The definitions for programmatic services have not been shared, nor how many people we can realistically expect to come to our career centers for Community Engagement services.

Page 6.

If DWI elects not to issue a Corrective Action Plan herein in a particular instance, this decision shall not be construed as a waiver of DWI's right to pursue the future assessment of any performance standard requirement and associated penalties.

Comment/Concern: The contract is clearly says, DWI reserves the right not to provide guidance and come back at any time and impose penalties.

Should DWI determine that the Contractor or any subcontractor is not performing as delineated in this Contract, DWI 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 delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by DWI, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within thirty (30) business days of receipt.

Comment/Concern: This section requires the LWDA to write a Corrective Action plan, although the State has provided no guidance on how to fix the deficiency. In addition, the LWDA only has ten days to supply the plan, although the State has thirty (30) days to review it.

Page 18.

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.

Comment/Concern: Most boards are not authorized to do business, as they are a group of volunteers.

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. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

All travel expenses submitted for reimbursement to DWI shall include approvals by the LWDB and contain all identifying information associated with the expense including the person for whom the expenses were incurred and the reason for travel. Travel expenses shall follow the policy of the DWI.

Comment/Concern: Is routine daily travel included in this? If not, it needs to have a clause written that excludes that type of travel expense. The way it is written now every time staff must make routine daily travel they must get prior authorization from both the Commonwealth and the LWDB.

Page 19.

A notice of deficiency will be sent by DWI to the Contractor and the Contractor will have 30 days in which to cure any deficiency. OET may grant an extension if the Contractor requests the extension within the 30-day period. If the deficiency is not cured during that time period, penalties will be imposed.

Comment/Concern: "notice of a deficiency" is not guidance on how to fix a problem. If this is supposed to be a "team effort" to "guarantee success", then why is there the constant mention of penalties and no mention of guidance or assistance?

Page 20.

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 DWI 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 is 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 finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist listed on the Title Page for consideration and decision.

Comment/Concern: This clearly states that the assurances offered by Assistant Secretary, Kristi Putnam, and State Attorney, Clay Lamb via email are invalid and cannot serve to change the contract language that is in question.

Page 21.

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

Comment/Concern: This needs to be explained? When can a contract limit where a lawsuit can be filed? Also, shortly after the contract has the areas agreeing to a hold harmless and sovereign immunity, so why/how could LWDB file suit?

LWDBs and/or any subcontractors shall be responsible for any attorneys' fees that may be incurred after being advised of a final determination by DWI that costs are disallowed and the corrective action plan has been completed, or incurred as a result of initiating or defending any legal action where DWI, CHFS or Centers for Medicare and Medicaid Services is a party. Further, these identified attorneys' fees shall not be submitted to DWI for reimbursement.

Comment/Concern: The way this is written, the LWDB is liable for attorney's fees for essentially everyone. (e.g. If someone loses their Medicaid benefits because they refuse to participate in Community Engagement, passes away for lack of medical care, and the family decides to initiate a law suit against DWI, the LWDB and/or subcontractors shall be responsible for any attorneys' fees incurred.) There are currently two lawsuits - one in state court and one in federal court challenging the legality of the Medicaid waiver.

Page 22.

The Contractor and/or any subcontractor shall indemnify and hold harmless DWI and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Agreement with DWI; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery,

performance, use or disposition of any data produced by DWI in an unauthorized manner, provided that such action was not taken by Contractor as a result of the express written request of DWI; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations. Provided; however, in the event the Contractor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

Comment/Concern: Without any policies in place, any working templates, any promise of guidance or self-imposed timelines for review from the state, it is expected that the Contractor will not blame the State if anything goes wrong and that the Contractor will not attempt to get assistance with legal fees.

Page 23.

The Parties expressly agree that no provision of this Contract constitutes a waiver by DWI or the Commonwealth of Kentucky of any immunities from suit or from liability that DWI or the Commonwealth of Kentucky may have by operation of law.

Comment or Concern: This needs clarification because based on the definition, it is stating again that the State cannot be held responsible if something goes wrong, but the LWDB is not included in this protection.

Page 24.

To the extent that the Contractor and any Subcontractor are not self-insured, each shall, in any event, name DWI as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Contractor and any Subcontractor shall notify DWI of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to DWI. DWI shall not be responsible for any premiums or assessments on the policy or policies held by the Contractor or any Subcontractor under this Contract. DWI may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of DWI. Should DWI exercise this option, it shall be fully reimbursed by the Contractor, either by Contractor directly or by an offset against future payments. The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to DWI.

Comment/Concern: In addition to being required to pay any legal fees that the state or these groups might incur, we are also responsible for paying for their insurance – and if we elect not to or if the state at any point decides it needs a different or better insurance than is being provided they will pull our funds to cover it.

Employees who transport participants in their own vehicles are required to carry additional insurance coverage or provide such coverage.

Comment/Concern: Is this an allowable expense under this contract or is this something that will need to be paid for in other ways, since it does not expressly state that it?

Page 25.

Except as specifically disclosed in writing to DWI by the Contractor, prior to the date of this Contract, Contractor certifies there are no suits, investigations, or other proceedings in which the Contractor or any subcontractor is a party to a pending proceeding. Further, the Contractor certifies that there are no suits, investigations, or other proceedings threatened against the Contractor or any subcontractor pending or threatened against Contractor or any subcontractor that would have a material effect on

Contractor's ability to perform under this Contract, or on Subcontractor's ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to notify DWI within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Contractor related to this Contract. The Contractor shall send written notice to DWI.

Comment/Concern: There are legal proceedings pending, and the State is requiring that notice be given in one business day and only three days in writing, that requirement for notice is short, to say the least.

Page 26.

In addition to the "Expenses" section above, DWI shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances shall be negotiated between DWI and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract. The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

Comment/Concern: This comes up repeatedly in the contract. The State has no culpability in this contract and the LWDBs carry every ounce of burden.

Page 27.

Equipment and property purchased by CHFS for the purposes of fulfilling the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of CHFS with any single item purchase of \$500.00 or greater, as well as single item purchases of \$5,000.00 or greater (capital expenditures), requiring prior approval by CHFS. Any capital expenditures of \$5,000.00 or greater with federal dollars must also have the federal agency prior approval before the federal government will allow the costs in accordance with 2 CFR, Part 200. To ensure compatibility with state data networks and equipment on those networks, all computer and information technology equipment purchases that will access state data networks or equipment on those networks, regardless of cost, require prior approval from the Finance and Administration Cabinet's Commonwealth Office of Technology and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced on the Title Page of this contract. This equipment and property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

Comments/Concerns: Is this following a pre-written purchasing policy? If so, is this provided to the LWDBs? Where is the procedure for this, considering purchasing of computer equipment will be required for the new staff being hired?

Page 28.

The Contractor shall immediately notify the Department if an item provided by CHFS and/or purchased with funds from this contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Contractor shall forward in writing to CHFS the item description and corresponding property tag number with a written explanation of how the item was damaged or missing, and a police report if the item was stolen. The Department will immediately notify the Agency Property Officer, such that the proper steps can be taken to document/claim this loss to support replacement of the item if possible.

Comments/Concerns: Where is the procedure for this? Does it apply only to large ticket items?

Page 31.

The Contractor shall bear the expense of compliance with any finding of noncompliance under this section that is: 1. Required by a Kentucky or Federal law, regulation, rule, or other audit requirement relating to Contractor's business;

Comments/Concerns: Yet again, the LWDB bears all the responsibility, including issues that may have arisen at the state level because of lack of guidance, policies, or templates.

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 DWI' data or communication or technical support system

Comment/Concern: Though LWDA agrees these would be good things to have in place, what are the penalties for not having these in place? These are not things that can be developed overnight.

The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.

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

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

Comment/Concern: Clarification is required in this writing that only pertains to the LWDB in question and not to any breach that may happen to DWI/CFHS at the State level. Currently, the language could include that also.

Page 36.

The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to DWI for their use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by DWI.

Comment/Concern: This is only agreeable if it is detailed out that these things were created while being paid from these funds.

Page 37.

In accordance with Federal Acquisition Regulation 52.209-5, the Contractor shall certify, 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.

Comment/Concern: Per the letter from Governor sent in May of 2016, the current Fiscal Agent, the one that would be designated by the LEOs, and most likely by the majority of the WIB if the LEOs approve, is proposed for debarment. The legal appeal is active and ongoing.

Memorandum of Agreement – SNAP E&T
Contract Comment and Concerns

Page 3.

2nd Party:	
<u>Bluegrass Local Workforce Development Board</u>	
X _____	X _____
Signature	Title
X _____	X _____
Printed Name	Date

Comment/Concern: Bluegrass Workforce Innovation Board (BGWIB) Chair, Matt Montgomery submitted a letter of concerns regarding the SNAP E&T contract to the State on December 15, 2017. The State responded on February 8, 2018. The response falls short in these areas.

Concern 1: Does the board chair and/or LWDB possess legal authority to enter into a financial contract?

- State Response: The sections of WIOA quoted are referring to the 13 board functions and the Memorandum of Understanding (MOU) with the one-stop partners.
- Staff Note: None of the board functions authorize a financial contract beyond allowing the BGWIB to establish a budget which must be approved by the Bluegrass Local Elected Officials (BGLEOs). The MOU is not a financial contract. It is a description of presence and services each partner provides through the career center. The Infrastructure Funding Agreement (IFA) is attached to the MOU and details the cost allocation plan for each career center. Both must be completed “with the agreement of the chief local elected official(s)” who have not heretofore been consulted on either the SNAP E&T contract or Medicaid MOA.

Concern 2: Who receives the funds?

- State Response: The Local Workforce Board receives the funds. The LWDB may enter into an agreement with a Fiscal Agent to assist in the processing of funds.
- Staff Note: The BGWIB is not an incorporated entity. Even if it was, it would still have no mechanism to receive funds. The BGADD Fiscal Agent is incorporated and the only workforce entity that has the infrastructure to receive and dispense funds. The designation of the Fiscal Agent is the responsibility of the BGLEOs and the agreement to serve as the Fiscal Agent and Grant Subrecipient is between the BGADD and the BGLEOs.

Concern 3: Who has the ultimate liability for non-performance or misuse of funds?

- State Response: While the Commonwealth bears liability for grant funds the Cabinet is not precluded from pursuing any other remedies available under the law or pursuant to contract to recoup costs should they be disallowed.
- Staff Note: The contract states that “the Contactor shall indemnify and hold harmless the Cabinet and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys’ fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of this Contract...”

- Concern 4:** What are the specific performance measures and attainment rates to which the LWDA will be held?
- State Response: The pilot period of SNAP E&T (January 2018 – June 2018) contains no performance measures for SNAP E&T. Individuals who are enrolled in WIOA/Employment Services will be included in reporting and performance measures for those programs. The penalties you reference were removed in the final version of the contract.
 - Staff Note: The contract does not specify what the performance measures are (or will be) but it states specifically that “If DWI (State Department of Workforce Investment) elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of DWI’s right to pursue the future assessment of any performance standard requirement and associated penalties.”

Page: 11.

The SNAP E&T program shall conduct initial and ongoing case management activities for SNAP E&T participants. These activities may include but are not limited to:

- Scheduling appointment and completing an assessment;
- Identifying strengths, weaknesses and barriers;
- Assisting with the removal of barriers;
- Developing and updating the employment plan;
- Validating and tracking participation in components;
- Validating and initiating transportation assistance payment...

Comment/Concern: The State posed the following question: “If given the option to forfeit a percentage of Medicaid and SNAP E&T funding (5%, maybe 10%) in exchange for not having to do document verification of any kind, would your local area choose to accept that as an option?” My recommendation would be yes. I don’t believe the LWDB will want to be responsible for verifying information that can lead to the loss of benefits.

Page 13.

Payments

SNAP E&T activity shall be invoiced to DWI through the WORK system. Invoices will be compared to performance reporting in order to verify that SNAP E&T services have been provided.

If Travel is allowed, travel expenses shall follow the “State and Non-State Travel Voucher Reimbursement Policy” effective 11-1-13 and revised 11-27-17. Travel expenses shall be itemized and include ALL travel costs associated for staff to meet service delivery. **NO out-of-state travel is allowed.**

Any personnel costs must include the percentage of employee time dedicated to service delivery. If service delivery/activities are subcontracted, those subcontracts must abide by the terms, conditions, and intent of the use of the funding allocations.

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 scope shall not be considered a breach of contract.

Comment/Concern: This appears to be an unnecessary restriction. There are SNAP E&T meetings/conferences outside of Kentucky that could be very beneficial to staff working newly with this program.

Page 14.

The total amount of this contract shall not exceed \$553,769.00.

Comment/Concern: Amount provided in the body of the contract does not reflect the increased funding amount identified on page one (1) of the contract.

Page 20.

Funding Determinations

KDWI hereby acknowledges and agrees that it shall follow any and all requirements imposed by the law, the governmental entities, or the specific grants or other sources providing the funding for this Contract. KDWI further acknowledges and agrees that, in the event that there is a final determination that any such requirements were violated or that any funds provided pursuant to this Contract were either handled, spent, paid, matched, maintained, documented, or supported insufficiently or inappropriately, any recoupment of such funds or any other damages related thereto, which are suffered by the Cabinet, shall be specifically subject to the Indemnification provisions of this Contract.

Comment/Concern: This comes up repeatedly in both the SNAP E&T and Medicaid contracts. The State has no culpability and the LWDBs are held solely responsible.

Insurance Requirements

Employees who transport participants in their own vehicles are required to carry additional insurance coverage or provide such coverage.

Comment/Concern: Requires additional insurance coverage, but does not identify whether or not this is an acceptable charge under this contract.

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

Vendors that receive Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non- affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

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

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the

Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

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

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

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology

Comment/Concern: Inconsistent language. This portion of the contract refers to “vendor”, who is the vendor? As it is not specified, does this refer to the Contractor, the Subcontractor, or another entity?

Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction and performance of this contract 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 contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Comment/Concern: Can a contract stipulate where a lawsuit can be filed? And by doing so, does it limit appeals?

Page 23.

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 DWI prior to the effective date of such modification or change. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract. If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to DWI for consideration and decision.

Comments/Concerns: There have been several email exchanges that have modified or stated conditions of the contract in response to questions being posed to the state, yet these modifications are not recognized in the contract.

Authorized to do Business in Kentucky

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.

Comments/Concerns: Please refer to the first comment/concern. The BGWIB is a group of volunteers and not authorized under the laws of the Commonwealth or registered with the Secretary of State to conduct business.

Page 25:

Attachments

Any Attachment(s) as referenced in this agreement is/are incorporated into this agreement and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this agreement and its contract clause(s), this agreement shall prevail.

Comment/Concern: The contract language is problematic. If an amendment is approved, it should be recognized. This prohibits being any substantive changes to the contract.

Page 26.

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 and/or to establish other contracts for additional and/or related services.

Comment/Concern: This area needs clarification.

Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the Cabinet or any other necessary agency of the Commonwealth of Kentucky.

Comment/Concern: Does this include the Subcontractor/Direct Services Provider?

Page 27.

Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

Comment/Concern: This appears to reference the legal issues posed by these programs. It leaves the contractor “on the hook” for any fees, penalties, and reimbursement of funds if it is determined that the program or areas of service is not allowed.

Indemnification

The Contractor shall indemnify and hold harmless the Cabinet and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys’ fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by the Contractor during the term of this or any prior Agreement with the Cabinet; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the Contractor or any of the Contractor’s employees or agents or Subcontractors; the publication translation, reproduction, delivery, performance, use or disposition of any data produced by the Cabinet in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of the Cabinet; or (f) Contractor failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

Comment/Concerns: The State has no culpability and the LWDBs are held solely responsible.

Page 29.

Total Amount of Funds and Budget Revisions

The Contractor shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. The Cabinet and DWI shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between the Cabinet and/or DWI and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract. The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

Comment/Concern: The State has no culpability and the LWDBs are held solely responsible.

Page 30.

Indirect Cost:

Except as otherwise authorized by this contract, no indirect costs shall be reimbursed.

Comment/Concern: For recipients of Federal awards that currently have a negotiated indirect cost rate, there is now a requirement that all federal awarding agencies accept this negotiated rate unless otherwise required by federal statute or regulation or when approved based on documented justification. The basis for justification for exceptions is outlined in section 200.414 (c)(3) of the Uniform Guidance. These changes to the indirect costs allowed to be charged to federal awards may have a significant impact on organizations receiving awards.

Page 33.

Legal Proceedings

Except as specifically disclosed in writing to the Cabinet by the Contractor, prior to the date of this Contract, Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against Contractor or any subcontractor which would have a material effect on Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to notify the Cabinet within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the Cabinet.

Comments/Concerns: Per the letter from Governor sent in May of 2016, the current fiscal agent, the one that would be designated by the LEOs, and most likely by the majority of the WIB if the LEOs approve, is proposed for debarment. The legal appeal is active and ongoing.

Page 36.

Performance and Evaluation

If DWI elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of DWI's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined below (section 4.54, item 1, paragraph B).

DWI will work with the Contractor to resolve performance issues at all times.

Comments/Concerns: DWI reserves the right to come back at any time and impose penalties.

Page 39.

1. Upon timely resolution of all performance based issues outlined in the Correction Action Plan, the vendor 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 Second Party
 - B. Resolution within 60 days: at least 50% will be reimbursed to Second Party
 - C. Resolution within 90 days: at least 25% will be reimbursed to Second Party
 - D. Resolution after 90 days: total penalty withholdings are forfeited

Comments/Concerns: This language clearly identifies there are penalties.



Commonwealth of Kentucky

CONTRACT MODIFICATION

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: SNAP E&T WITH LWDB's	
Doc ID No: PON2 531 1800000930 2	Procurement Folder: 4690880
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: LORI MILLER	Cited Authority: FAP111-44-00
Telephone: 502-564-2663	

Reason For Modification: MODIFICATION ONE:

This modification serves to increase funds in order to expand and strengthen services offered through the Workforce Development Boards to SNAP E&T clients.

Original Contract: \$553,769.00
 Increase Amount: \$910,000.00
 New Contract Amount: \$1,463,769.00

C O N T R A C T O R	Multiple Provider 702 Capitol Avenue OMPS Frankfort KY 40601 US
--	---

Effective From: 01/01/2018

Effective To: 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Administrative Services, All Kinds		0.00		0.00000	1,463,769.00	1,463,769.00

Extended Description

This Memorandum of Agreement is for the implementation of the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Program.

Please see terms and conditions for more details.

B I L L T O	Department of Workforce Investment 275 E Main Street Mail Stop 2WA Frankfort KY 40601	S H I P T O	Department of Workforce Investment 275 E Main Street Mail Stop 2WA Frankfort KY 40601
--	--	--	--

Total Order Amount: 1,463,769.00

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 2 of 56
------------	-------------------------	--	-----------------

MODIFICATION ONE
PON2 531 1800000930

This modification serves to increase funds in order to expand and strengthen services offered through the Workforce Development Boards to SNAP E&T clients.

Original Contract: \$553,769.00
Increase Amount: \$910,000.00
New Contract Amount: \$1,463,769.00

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.

1st Party (Secretary):

Signature Title

Printed Name Date

1st Party (DWI):

Signature Title

Printed Name Date

2nd Party:

Bluegrass Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Cumberland's Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

EKCEP Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-
Green River Local Workforce Development Board

-
-
X _____ x _____
Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

-
 -

KentuckianaWorks Local Workforce Development Board

-

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

-
-

Lincoln Trail Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-
-

Northern Kentucky Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

South Central Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

TENCO Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

-

West Kentucky Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 9 of 56
------------	--------------------------------	---	-------------------------------

-
Approved as to form and legality:

Attorney

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 10 of 56
------------	--------------------------------	---	-------------------------

Memorandum of Agreement Terms and Conditions
Between
The Commonwealth of Kentucky
Education and Workforce Development Cabinet
Department of Workforce Investment
And
The Local Workforce Development Boards

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment (“the Commonwealth, “First Party”, “DWI” or “Cabinet”) and the Local Workforce Development Boards (“the Contractor”, “LWDB” or “Second Party”) to establish an agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Program. The initial MOA is effective from January 1, 2018 through June 30, 2018.

Scope of Services:

First Party Responsibilities:

- # Facilitate appropriate training and technical assistance as needed to accomplish goals of this contract.
- # Coordinate with board staff and the Kentucky Center for Education and Workforce Statistics to assist with reporting requirements.
- # Publish allocations in a timely manner.
- # Ensure that all policy decisions, changes, interpretations and re-interpretations affecting this program/contract are distributed to all LWDBs.
- # Ensure OET staff is trained, prepared and accountable for the implementation of integrated services.
- # Ensure payments are remitted in a timely fashion.

Second Party Responsibilities:

- # Operate a SNAP E&T program in the counties of its Local Workforce Development Area (LWDA) in partnership with DWI to provide employment opportunities for SNAP recipients by assisting in the development or upgrade of skills necessary to obtain and retain employment. These services may be subcontracted.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 11 of 56
------------	--------------------------------	---	-------------------------

- # Provide appropriate services and opportunity to all mandatory time-limited Able-Bodied Adults Without Dependents (ABAWDs) who volunteer to participate in the SNAP E&T program in a county within the LWDA.
- # The SNAP E&T program shall conduct initial and ongoing case management activities for SNAP E&T participants. These activities may include but are not limited to:
 - o Scheduling appointment and completing an assessment;
 - o Identifying strengths, weaknesses and barriers;
 - o Assisting with the removal of barriers;
 - o Developing and updating the employment plan;
 - o Validating and tracking participation in components;
 - o Validating and initiating transportation assistance payments;
 - o Documenting all events impacting SNAP E&T services, face to face meetings, and participation hours;
 - o Identifying employment opportunities that can help the SNAP recipient progress towards independence from public assistance;
 - o Placing participants in a SNAP E&T component timely;
 - o Making referrals to SNAP E&T contracted providers;
 - o Making referrals to other agencies and programs, as appropriate;
 - o Developing SNAP E&T Job Opportunities;
 - o Referring good cause requests to the Department for Community Based Services (DCBS);
 - o Maintaining case records and documentation for three (3) years, if not electronically maintained;
 - o Provide information upon request of and in the format required by DWI concerning all of the services including information for required reports;
 - o Respond to all monitoring reports of non-compliance due to program infractions within the designated timeframe;
 - o Develop and monitor workfare slots, to ensure service provision for all participants in an appropriate manner;
 - o Follow policies and procedures to provide an interpreter or translator for SNAP E&T individuals who are limited in English proficiency. No SNAP E&T recipient, in accordance with Section 601 of Title VI of the Civil Rights Act U.S.C. Section 2000 et, sequence, shall be:
 - a. Denied Services or be subject to discrimination;
 - b. Provided different services, or provided services differently from others in the program; or
 - c. Segregated or treated separately in any way in their receipt of any type of service;
 - o Attend meetings with the Cabinet for Health and Family Services (CHFS)/DCBS or DWI upon request; and

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 12 of 56
------------	--------------------------------	---	-------------------------

- o Provide all staff with appropriate training in the program for services provided.
- # Manage SNAP E&T participation through the shared case management system using a supported internet browser as identified by DWI.
- # The LWDB shall communicate with other SNAP E&T partners as necessary. This shall include making and accepting referrals and communicating regarding participation and supportive service needs of the participants. All marketing material requires approval by the Education and Workforce Development Cabinet. This shall be done through the shared case management system when the functionality becomes available.

The LWDB will comply with all rules and procedures as described in the most recent SNAP Employment and Training Partner Handbook (E&T Handbook). The E&T Handbook is incorporated by reference in this contract. DCBS may update the E&T Handbook periodically. DWI shall consider the LWDB on notice of any updates to the E&T Handbook by posting it to the Office of Employment and Training's website and sending a link via email to the LWDB.

Reporting Requirements:

The LWDB shall be responsible for the following reporting requirements in accordance with the SNAP

E & T program:

- # Total number of SNAP E & T participants referred from DCBS;
- # Total number of SNAP E & T participants assessed;
- # Total number of SNAP E & T participants served;
- # Total number of SNAP E & T participants referred to partnering agencies;
- # Total number of SNAP E & T participants enrolled into training;
- # Total number of and percentage of SNAP E & T participants who completed training;
- # Total number of SNAP E&T participants that completed a training, educational, work experience and/or on the job training component;
- # Total number of and percentage of SNAP E & T participants who received a recognized credential while participating in, or within one year after receiving E&T services;
- # Total number of SNAP E&T participants who have completed and received a high school degree (or High School equivalency) prior to being provided with E&T services; and
- # Total number of SNAP E & T participants who obtained employment.

These reporting numbers shall be provided on a monthly basis to DWI and LWDB management staff.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 13 of 56
------------	--------------------------------	---	-------------------------

Performance Requirements:

The LWDB shall work in conjunction with the Department of Workforce Investment to evaluate performance over the term of this contract. The reporting from this term will assist in the establishment of future performance metrics.

Monitoring Requirements:

The monitoring team of the DWI shall complete a compliance review within the six (6) months duration of the MOA. Should it be deemed necessary, technical assistance will be provided on an as needed basis. The LWDB acknowledges and agrees that Cabinet and Food and Nutrition Service (FNS) staff may monitor for fiscal and programmatic compliance.

Payments

SNAP E&T activity shall be invoiced to DWI through the WORK system. Invoices will be compared to performance reporting in order to verify that SNAP E&T services have been provided.

If Travel is allowed, travel expenses shall follow the “State and Non#State Travel Voucher Reimbursement Policy” effective 11-1-13 and revised 11-27-17. . Travel expenses shall be itemized and include ALL travel costs associated for staff to meet service delivery. NO out-of-state travel is allowed.

Any personnel costs must include the percentage of employee time dedicated to service delivery. If service delivery/activities are subcontracted, those subcontracts must abide by the terms, conditions, and intent of the use of the funding allocations.

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 scope shall not be considered a breach of contract.

Pricing:

The total amount of this contract will be allocated among the ten LWDBs per county based on the expected participation of SNAP E&T volunteers.

Reimbursable activity includes any allowable cost that is necessary and reasonable for the planning, implementation or operation of the SNAP E&T Program.

Up to ten percent of allocated funds may support board staff and fiscal agent activity related to supporting SNAP E&T implementation and services.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 14 of 56
------------	--------------------------------	---	-------------------------

Total reimbursement to a LWDB shall not exceed the allotment established by DWI without prior approval of DWI.

DWI may evaluate allocations made pursuant to this contract in April, 2018 and July, 2018 and reallocate unobligated funds.

The total amount of this contract shall not exceed \$553,769.00.

Finance and Administration Cabinet Terms and Conditions

Cancellation clause:

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

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.

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(8) and (10), 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).

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 15 of 56
------------	--------------------------------	---	-------------------------

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.

Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

2nd Party:

Bluegrass Local Workforce Development Board

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 16 of 56
------------	--------------------------------	---	-------------------------

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.

Cumberland's Local Workforce Development Board

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.

EKCEP Local Workforce Development Board

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.

Green River Local Workforce Development Board

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.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 17 of 56
------------	--------------------------------	---	--------------------------------

KentuckianaWorks Local Workforce Development Board

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.

Lincoln Trail Local Workforce Development Board

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.

Northern Kentucky Local Workforce Development Board

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.

TENCO Local Workforce Development Board

Contractor must check one:

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

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 18 of 56
------------	--------------------------------	---	-------------------------

_____ 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.

West Kentucky Local Workforce Development Board

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.

Discrimination:

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

1. 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.

2. 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

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 19 of 56
------------	--------------------------------	---	-------------------------

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

3. 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.

4. 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.

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

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

7. 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.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 20 of 56
------------	--------------------------------	---	-------------------------

-

-

Additional Terms and Conditions

-

Funding Determinations

KDWI hereby acknowledges and agrees that it shall follow any and all requirements imposed by the law, the governmental entities, or the specific grants or other sources providing the funding for this Contract. KDWI further acknowledges and agrees that, in the event that there is a final determination that any such requirements were violated or that any funds provided pursuant to this Contract were either handled, spent, paid, matched, maintained, documented, or supported insufficiently or inappropriately, any recoupment of such funds or any other damages related thereto, which are suffered by the Cabinet, shall be specifically subject to the Indemnification provisions of this Contract.

Insurance Requirements

Employees who transport participants in their own vehicles are required to carry additional insurance coverage or provide such coverage.

Related Documents and References

SNAP Employment and Training Handbook

<https://fns-prod.azureedge.net/sites/default/files/snap/SNAP-ET-Plan-Handbook.pdf>

SNAP E&T State Plan

<https://fns-prod.azureedge.net/sites/default/files/snap/WIOA-Combined-State-Plans.pdf>

KDWI proposal

<https://educationcabinet.ky.gov/Pages/Department-of-Workforce-Investment.aspx>

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

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 21 of 56
------------	--------------------------------	---	-------------------------

Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

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

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 22 of 56
------------	--------------------------------	---	-------------------------

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

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

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

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

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

Business Associate Agreement:

Agree to the attached Business Associate Agreement (BAA) that is in accordance with HIPAA and outlines the requirements imposed by the Health Information Technology for Economic and Clinical Health (HITECH) Act, as enacted by the American Recovery and Reinvestment Act. The HITECH Act Rule in its entirety may be located at the following website:

<http://edocket.access.gpo.gov/2009/pdf/E9-20169.pdf>

Information Technology Requirements:

Electronic Health Record Technology Incentive Program - The Vendor shall comply with all applicable provisions of 42 CFR 495.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this contract 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 contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Cancellation clause:

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice. Written notice to the Cabinet shall be to: Education

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 23 of 56
------------	--------------------------------	---	-------------------------

and Workforce Development Cabinet, Executive Director of the Office of Employment and Training, 275 East Main Street, Frankfort, Kentucky 40601.

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 DWI prior to the effective date of such modification or change. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to DWI for consideration and decision.

Notices:

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to DWI i

Notices made by DWI to the Contractor shall be sent to the Contractor Representative listed in the Extended Description of Commodity Line 1 of the resulting contract.

Contract Renewals:

Upon expiration of the initial term, contract renewal shall be subject to prior approval from the Division of Procurement and Grant Oversight, the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Authorized to do Business in Kentucky:

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.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 24 of 56
------------	--------------------------------	---	--------------------------------

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.

Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

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 state government.

1. Invoicing for fee: The Contractor's fee shall be original invoice(s) and shall be documented by the Contractor. The invoice(s) must detail the work performed and the time frame in which it was performed. The invoice must conform to the method described in the specifications of the contract.
2. Invoicing for miscellaneous expenses: The Contractor must follow instructions prescribed in the specifications of the contract and DWI guidance. Allowable expenses shall be documented and submitted on an original invoice or certified copy.

Purchasing and Specifications:

The Contractor certifies 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, 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" 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 LWDB 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,

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 25 of 56
------------	--------------------------------	---	-------------------------

164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign Finance:

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.

Social security:

The Contractor and all other parties so contracted for services under the scope of service of this contract are cognizant that the Cabinet is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Contractor for this contract.

Attachments:

Any Attachment(s) as referenced in this agreement is/are incorporated into this agreement and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this agreement and its contract clause(s), this agreement shall prevail.

Contract Conformance:

If the first party determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract, the first party may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Advertising Award:

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

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 26 of 56
------------	--------------------------------	---	-------------------------

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 and/or to establish other contracts for additional and/or related services.

Minority Recruitment, Hiring and Reporting Requirements:

The Contractor shall maintain and provide documentation, as needed, of its minority recruiting and hiring policies and procedures, and make available, upon request, a report of these activities.

Assignment:

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the Cabinet or any other necessary agency of the Commonwealth of Kentucky.

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 in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. promptly cures all defaults under this Contract;
2. promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and
3. provides adequate assurance of future performance, as determined by the Commonwealth.

Contractor Cooperation in Related Efforts:

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

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.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 27 of 56
------------	--------------------------------	---	-------------------------

Severability:

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

Indemnification:

The Contractor shall indemnify and hold harmless the Cabinet and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by the Contractor during the term of this or any prior Agreement with the Cabinet; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the Contractor or any of the Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by the Cabinet in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of the Cabinet; or (f) Contractor failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

Sovereign Immunity:

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the Cabinet or the Commonwealth of Kentucky of any immunities from suit or from liability that the Cabinet or the Commonwealth of Kentucky may have by operation of law.

Force Majeure:

Neither Party shall be liable for public utility performance (e.g., Postal service, telephone or water company) or for the consequence of public utility non-performance. Events or

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 28 of 56
------------	--------------------------------	---	-------------------------

conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that the Cabinet shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Sub Contractor cooperate with the Cabinet 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 in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

Code of Ethics:

The Contractor and all professional personnel who may provide services under this contract or any subcontract with the Contractor shall be familiar with and abide by any and all code of ethics or conduct as designated by CHFS or the Cabinet that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Contractor to abide by the applicable code of ethics shall result in the immediate termination of the contract.

Notices and Pamphlets:

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall 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, DWI, the Cabinet, or other state funds.

Service Delivery Requirements:

All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with:

1. All applicable federal and state statutes and regulations as they are currently in effect;
2. All commitments and assurances as set forth in all Cabinet and DWI grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
- 3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project**

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 29 of 56
------------	--------------------------------	---	-------------------------

developed jointly by the Contractor and the Cabinet and/or DWI and submitted to a federal agency

Total Amount of Funds and Budget Revisions:

The Contractor shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. The Cabinet and DWI shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between the Cabinet and/or DWI and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

Subcontractors:

Unless provided in the scope of work and pre-approved at the Cabinet level, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

A. Responsibility for Subcontractor Contract Requirements

The Contractor shall have a Contract with any subcontractor that the Contractor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the subcontractor's section. The subcontractor must make available to the Contractor, the Cabinet, DWI and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.

No obligation or right of the Contractor under this Contract shall be subcontracted to another, without prior written approval, of DWI after DWI has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Contractor, upon DWI's request, shall submit the subcontract for approval to DWI.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 30 of 56
------------	-------------------------	--	------------------

B. Subcontractor Monitoring Requirements

The Contractor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Contractor's contract with the subcontractor. The Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with subcontractors.

The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that DWI and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials which are pertinent to this contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

Indirect Cost:

Except as otherwise authorized by this contract, no indirect costs shall be reimbursed.

Financial Record Retention

The Contractor agrees to maintain all records pertaining to this contract for a period of not less than eight (8) years after all matters pertaining to this contract (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).

Response/Compliance with Audit Findings

The Contractor shall take action to ensure its or a subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Contractor's delivery to the Commonwealth, for the Commonwealth's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any finding of noncompliance under this Section that is:

1. Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Contractor's business;
2. Performed by Contractor as part of this Contract; or

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 31 of 56
------------	--------------------------------	---	-------------------------

3. Necessary due to Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on Contractor.

Equipment and Property:

The Contractor shall not purchase equipment or property with contract funds.

Maintenance of Insurance:

During the term of 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 respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that the Contractor and any Subcontractor are not self-insured, each shall, in any event, name DWI as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Contractor and any Subcontractor shall notify DWI of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Cabinet.

DWI shall not be responsible for any premiums or assessments on the policy or policies held by the Contractor or any Subcontractor under this Contract. The DWI may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of DWI. Should DWI exercise this option, it shall be fully reimbursed by the Contractor, either by Contractor directly or by an offset against future payments.

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

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

Intellectual Property:

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 32 of 56
------------	--------------------------------	---	-------------------------

The Contractor agrees that any formulae, methodology, other reports and compilations of data provided by the Cabinet or CHFS to the Contractor for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of the Cabinet or CHFS, unless the specific ownership of any proposed or developed formulae, methodology or data compilation analyses is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to the Cabinet or CHFS for the Cabinet's or CHFS's use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by the Cabinet or CHFS.

If any of these materials are included in any publication, training materials or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Contractor under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

1. Patents;
2. Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or
3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

Turnover Assistance:

Upon receipt of notice of termination of the Contract from the Cabinet or from the Contractor, the Contractor shall provide any turnover assistance reasonably necessary to enable the Cabinet or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself.

Licensure, Certification, and Registration:

The Contractor shall:

1. Ensure that each employee under contract or in its employ obtains and maintains all appropriate licenses, registrations, and/or certifications (at all times) necessary to the extent such are required for performance under this Contract;
2. Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and
3. Produce copies of any employee's license, registration and/or certification at the request of the Cabinet or the Cabinet's designee.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 33 of 56
------------	--------------------------------	---	-------------------------

Permits, Licenses, Taxes, and Laws:

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

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

Legal Proceedings:

Except as specifically disclosed in writing to the Cabinet by the Contractor, prior to the date of this Contract, Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against Contractor or any subcontractor which would have a material effect on Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to notify the Cabinet within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the Cabinet.

Certification Regarding Drug Free Workplace:

The Contractor hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR Part 182. The Contractor shall at a minimum:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The Contractor's policy of maintaining a drug free workplace;
 - C. Available drug counseling, rehabilitation and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violation.

Confidential Information:

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 34 of 56
------------	--------------------------------	---	-------------------------

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

1. Information which the Commonwealth has released in writing from being maintained in confidence;
2. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

The Contractor is a nonaffiliated third party as defined by KRS 61.931, and as such agrees to protect personal information in accordance with KRS 61.932 and KRS 61.933.

Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use:

The Contractor agrees that it and any employee or agent acting on its behalf in providing services under this Contract will abide by the state and federal rules and regulations governing access to and use of information and data provided by DWI or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined and authorized in this Contract. In the performance of services under this Contract, the Contractor agrees as follows:

1. The Contractor shall cause all personnel who may have access to confidential information provided by the DWI to enter into the DWI approved confidentiality agreements and shall maintain such confidentiality agreements on file. DWI reserves the right to direct the removal from contract administration, or the termination of access to DWI provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.
2. Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Contractor, must provide written assurances that they and any of their agents

180000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 35 of 56
-----------	--------------------------------	---	-------------------------

will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentially agreements which may govern the terms and conditions in this Contract.

3. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet’s project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

4. The Contractor shall permit unrestricted access on demand to personnel of the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

HIPAA Confidentiality Compliance:

The Contractor agrees to abide by 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) to protect the security, confidentiality, and integrity of health information. In the event, the Contractor is determined to be a business associate under HIPAA Privacy Rule, the Contractor agrees to execute a separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

No Grant of Employment or Agency:

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered an employee of the Commonwealth, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers’ compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Contractor.

In no event shall any employee of the Contractor be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the Commonwealth.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 36 of 56
------------	-------------------------	--	------------------

Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State or Local Protected Class):

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:

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws. The Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act as Amended (ADAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not, based on membership in a protected class: denied aid, care, services, or other benefits provided under this contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility or meeting other requirements or conditions that must be met to receive benefits.

3. 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.

4. In all program or service solicitations or advertisements placed by or on behalf of the Contractor, the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 37 of 56
------------	--------------------------------	---	-------------------------

5. 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 such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on limited English proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The language services shall:

- a. Be consistent with the general guidance document issued by the Department of Justice which sets for the compliance standards recipients of Federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;
- b. Have a method of identifying LEP individuals; and
- c. Provide language assistance measures (e.g. oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance).

Performance and Evaluation:

If DWI elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of DWI's right to pursue the future assessment of any performance standard requirement and associated penalties. In

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 38 of 56
------------	--------------------------------	---	-------------------------

addition, a Corrective Action Plan may be issued as outlined below (section 4.54, item 1, paragraph B).

DWI will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should DWI determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, DWI shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact DWI's representative designated by DWI within two 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 regarding a Letter of Concern, DWI shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should DWI determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, DWI 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 delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by Finance or DWI, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. DWI may reduce the time allowed for corrective action depending upon the nature of the deficiency.

C. Request for Extension

Upon request, DWI may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written 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 action pursuant the Provisions for Termination Section of the contract above.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 39 of 56
------------	--------------------------------	---	--------------------------------

3. Upon timely resolution of all performance based issues outlined in the Correction Action Plan, the vendor 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 Second Party
- B. Resolution within 60 days: at least 50% will be reimbursed to Second Party
- C. Resolution within 90 days: at least 25% will be reimbursed to Second Party
- D. Resolution after 90 days: total penalty withholdings are forfeited

FEDERAL REQUIREMENTS:

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II.

The following terms shall apply to this contract regardless of whether the funding source is federal, state or other.

Certain Provisions Contained Within 2 CFR Part 200 Appendix II

Remedies for Breach

It is agreed by the Parties that in the event of breach of contract by the Contractor, DWI may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to DWI 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 by the Contractor to DWI for noncompliance as provided for in this Contract.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 40 of 56
------------	--------------------------------	---	-------------------------

Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

This Contract may be terminated:

1. If the Contractor is in default of its contractual obligations, after the Commonwealth has provided the Contractor written notice of the identified deficiencies and a specified time to cure;
2. For convenience of the Commonwealth by providing the Contractor thirty (30) calendar days written notice of termination;
3. Immediately for cause; or
4. Upon less than thirty (30) calendar days' notice to the Contractor, upon written determination of the Secretary of the Finance and Administration Cabinet, or his designee, for convenience of the Commonwealth.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

Clean Air Act and Federal Water Pollution Control Act

Contractor and sub-contractors shall agree to 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 HHS and the appropriate Regional Office of the Environmental Protection Agency.

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

The Contractor shall be compliant with 2 CFR 180 at the time of award and throughout the contract period.

Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. The Contractor certifies, to the best of his or her knowledge and belief, that:

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 41 of 56
------------	--------------------------------	---	-------------------------

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 subrecipients 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 and not more than \$100,000 for each such failure.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is entered into as of January 1, 2018 by and between DWI ("Covered Entity" hereinafter), whose principal place of business is located at 275 East Main Street 2nd Floor, Frankfort, KY 40621 and the LWDB ("Business Associate" hereinafter), , in conformance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA RULES" hereinafter).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Memorandum of Agreement # PON2 736 1800000856;

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 42 of 56
------------	--------------------------------	---	-------------------------

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in the performance of services, as referenced in the Service Contract above, for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information (PHI) as defined by the Privacy, Security, and Breach Notification and Enforcement Rules promulgated under HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules as required by the implementing regulations;

Therefore, the parties agree as follows:

SECTION I

Definitions

Relevant terms used in this Agreement shall have the same meaning as those terms found in the HIPAA Rules found at 45 CFR §164.402; 45 CFR § 164.501; §164.304; and §160.103. The following terms, as defined in the HIPAA implementing regulations and used herein, shall mean:

1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. The definition of Breach excludes the following uses and disclosures:

- a. Unintentional acquisition, access or use of protected health information by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
- b. Inadvertent one time disclosure between Covered Entity or Business Associate work force member to another work force member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under Subpart E found at 45 CFR § 164.500, et seq.;
- c. The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 43 of 56
------------	--------------------------------	---	-------------------------

1.2 “Business Associate” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103, and includes a person or entity who creates, receives, maintains, or transmits PHI for a function or activity of the covered entity as set out under the regulation, and includes any subcontractor of the business associate who creates, receives, maintains, or transmits PHI on behalf of the business associate under 45 CFR § 160.103 (3) (iii).

1.3 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.4 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.5 “Effective Date” shall be the Effective Date of this amended and restated Agreement.

1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501. (The term “Health Care Operations” is not used in this agreement, but the term is included in the definition list because it appears in the regulations referenced by this agreement.)

1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

1.11 A “Material Attempt” means attempted unauthorized access that results in Business Associate conducting a material and full-scale investigation.

1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 44 of 56
------------	--------------------------------	---	-------------------------

physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

1.13 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.

1.14 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.15 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.

1.16 “Unsecured Protected Health Information” (Unsecured PHI) shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR §164.402), except that Unsecured Protected Health Information shall be limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

SECTION II
Obligations and Activities of the Business Associate

The Business Associate agrees to the following:

2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement and to fulfill its responsibilities under the contract setting out the scope of work for the Business Associate, or as Required by Law, or for the proper management and administration of the Business Associate under the requirements set out in Section III below;

2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to not use or disclosure of PHI other than as provided for by this Agreement;

2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement or the HIPAA Privacy and Security Rules;

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 45 of 56
------------	--------------------------------	---	-------------------------

2.4 To report to the Covered Entity any use or disclosure involving PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR § 164.410, and any Security Incident of which it becomes aware. The parties acknowledge that this section does not require Business Associate to report attempted unauthorized access that results in Business Associate investigating solely for the purpose of reviewing and or noting the attempt, but rather, requires notification only when such attempted unauthorized access results in Business Associate conducting a material and full-scale investigation (“Material Attempt”). The Business Associate shall immediately report to the Covered Entity any Breach of Unsecured PHI, except as provided by 45 CFR § 164.412 based upon a request from law enforcement to delay the notice in that such would impede a criminal investigation or cause damage to national security. The Business Associate shall provide to the Covered Entity the following information: (1) a brief description of what happened; including the date of the Breach and date of discovery of the Breach, if known; (2) identification of each Individual whose

Unsecured PHI has been affected by the Breach; (3) description of the type of Unsecured PHI involved in the Breach; (4) any steps the Individuals should take to protect themselves from harm from the Breach; and (5) steps the Business Associate is taking to investigate the Breach, to mitigate harm and protect against other Breaches. The Business Associate shall report immediately to the Covered Entity any Security Incident of which it becomes aware as required by 45 CFR § 164.314 (a) (2) (i) (C). The Business Associate shall report to the Covered Entity the operative facts surrounding the Security Incident, what steps are to be taken to address the Security Incident, and other information that may be requested by the Covered Entity relative to the Security Incident.

The Business Associate, in consultation with the Covered Entity, shall be responsible for Breach notifications to Individuals affected by the unauthorized use or disclosure no later than sixty (60) days following its discovery or by exercise of reasonable due diligence would have been known to the Business Associate, as required by 45 CFR § 164.404. The Business Associate shall be solely responsible for any and all costs associated with the notification requirements to the Individuals as provided herein. The Business Associate shall be responsible for any penalties, assessments or fees assessed by the Office for Civil Rights/Department of Health & Human Services due to any Breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Privacy and Security Rules. The Covered Entity, in consultation with the Business Associate, shall make all needed notices to the media and the Secretary of HHS.

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 46 of 56
------------	--------------------------------	---	-------------------------

2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;

2.6 To provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528, where applicable;

2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

2.11 That if it creates, receives, maintains, or transmits any Electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Covered Entity, it will

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 47 of 56
------------	--------------------------------	---	-------------------------

implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. ;

2.12 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of protected health information other than is permitted for under this Agreement or Required by Law;

2.13 To retain records related to the PHI hereunder for a period of six (6) years unless the Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;

2.14 Implement administrative safeguards in accordance with 45 CFR §164.308, physical safeguards in accordance with 45 CFR §164.310, technical safeguards in accordance with 45 CFR §164.312, and policies and procedures in accordance with 45 CFR §164.316;

2.15 Shall appropriately safeguard any and all PHI provided by the Covered Entity to the Business Associate under the service contract or agreement as required under the HIPAA Rules and this Agreement herein, as set out in 45 CFR § 164.502 (e) (1) and (2).

2.16 Not to make any fundraising communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries;

2.17 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and §164.508(a)(4);

2.18 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR §164.501; and

2.19 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 48 of 56
------------	--------------------------------	---	-------------------------

The Parties Agree to the Following Permitted Uses and Disclosures By the Business Associate

3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

3.2 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and

3.3 Except as otherwise limited in this Agreement, the Business Associate may:

a. Use for management and administration. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and,

b. Disclose for management and administration. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate use or disclose PHI in any manner that would

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 49 of 56
------------	-------------------------	--	------------------

not be permissible under the HIPAA Rules if done by the Covered Entity, except as provided herein.

4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as provided herein.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach by the Business Associate as provided in 2.4 above, the Business Associate, in consultation with the Covered Entity, shall notify each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412:

- a. Without unreasonable delay and in no case later than 60 days after discovery of a Breach or from the time it should have reasonable been discovered.
- b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured Protected Health Information that were accessed, acquired, used or disclosed in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information that were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. Use a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. If required by 45 CFR §164.404 (2)(i or ii) The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone

1800000930	Document Phase Draft	Document Description SNAP E&T WITH LWDB's	Page 50 of 56
------------	--------------------------------	---	--------------------------------

number that remains active for at least 90 days where an individual can learn whether the Individual's Unsecured PHI may be included in the Breach and a posting as required by 45 CFR § 164.404 (d) (2). The costs of the substituted notice and notifications set out in this Section shall be the responsibility of the Business Associate.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.

1st Party (Secretary):

Signature Title

Printed Name Date

1st Party (Commissioner):

Signature Title

Printed Name Date

2nd Party:

Bluegrass Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Cumberland's Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

EKCEP Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
 Printed Name Date

-
Green River Local Workforce Development Board
 -

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

-
KentuckianaWorks Local Workforce Development Board
 -

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
Printed Name Date

-
-

Lincoln Trail Local Workforce Development Board

-

X _____ X _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ X _____
Signature Title

x _____ x _____
Printed Name Date

-
-

Northern Kentucky Local Workforce Development Board

-

X _____ X _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ X _____
Signature Title

x _____ x _____
Printed Name Date

South Central Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

TENCO Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

West Kentucky Local Workforce Development Board

-

X _____ X _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ X _____
 Signature Title

x _____ x _____
 Printed Name Date

-
 -
 Approved as to form and legality:

 Attorney



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:			Version: 1	Record Date:
PON2	531	1900001383		

Document Description: DWI & LWDBs Medicaid CE

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Lori Miller
Phone: 502-564-2663
E-mail: LoriB.Miller@ky.gov

Vendor Name: Multiple Provider	Vendor No.: ZZMISCPROC
702 Capitol Avenue OMPS Frankfort KY 40601	Vendor Contact: Name: No Contact Phone: XXX-XXX-XXXX Email:

Effective From: 2018-07-01 Effective To: 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administrative Services, All Kinds	\$0.000000	\$13,504,342.00	\$13,504,342.00

Extended Description:

The Department of Workforce Investment (DWI) is contracting with the Local Workforce Development Boards (LWDBs) for the implementation of Medicaid Community Engagement services. See the attached Terms and Conditions for more information.

Shipping Information:	Billing Information:
	EC Employment And Training-Frankfort 275 E Main St Mailstop 2CA Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$13,504,342.00
-------------------------------	------------------------

	Document Description	Page 1
1900001383	DWI & LWDBs Medicaid CE	of 41

**Memorandum of Agreement Between
Education and Workforce Development Cabinet
Department of Workforce Investment
And
Kentucky Local Workforce Development Boards**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Workforce Investment (“the Commonwealth” “First Party” or “DWI,”) and Kentucky Local Workforce Development Boards (“the Contractor” “LWDB,” or “Second Party.”) to establish an agreement for setup and implementation of Medicaid Community Engagement services. The initial MOA is effective from July 1, 2018 through June 30, 2019.

Scope of Services:

Goals and Objectives:

The Contractor shall comply with all federal and state requirements in completing the objectives outlined below:

- A. Provide services designed to encourage Medicaid Community Engagement participants are participating in countable/allowable activities that promote self-sufficiency and upward mobility.
- B. Carry out activities designed to meet the community engagement goals of Kentucky’s 1115 Medicaid Waiver (Kentucky HEALTH).
- C. Carry out activities in support of the Commonwealth of Kentucky meeting its Medicaid State Plan as related to the 1115 Waiver.
- D. Provide services that support eligible individuals to gain or maintain access to needed medical, social, educational, and other services.
- E. Require delivery of services through the local workforce structure, and monitor performance metrics and measures and service levels to be tracked.

In addition, the Contractor shall comply with the Finance Administration Terms and Conditions, included herein as Attachment I.

Scope of Services:

First Party Responsibilities:

- # Facilitate appropriate training and technical assistance as needed to accomplish the goals and objectives of this contract.
- # Coordinate with LWDB staff and the Kentucky Center for Education and Workforce Statistics to assist with reporting requirements.
- # Publish allocations in a timely manner through the DWI Division of Finance and Budget Integrity (DFBI) via Notices of Fund Availability (NFA).
- # Ensure that all policy decisions, changes, interpretations and re-interpretations affecting this program/contract are distributed to all LWDBs in a timely manner.
- # Support media and communications/messaging.

Second Party Responsibilities:

	Document Description	Page 2
1900001383	DWI & LWDBs Medicaid CE	of 41

The KY HEALTH rollout program shall serve all Medicaid beneficiaries who are deemed eligible by the Kentucky Cabinet for Health and Family Services (“CHFS”) who request services, the LWDB shall conduct pre-eligibility case management activities targeted for Medicaid Community Engagement (CE) beneficiaries as defined in the Medicaid state plan, which shall include the following activities. Provided however, the LWDB is not responsible for making any determinations as to eligibility based on the provision of the following activities:

1. Assisting beneficiaries with the use of Citizen Connect;
2. Providing services to Kentucky HEALTH beneficiaries out of comprehensive career centers as defined in 20 CFR 678.305, in affiliated sites where appropriate, and emphasizing the use of technology in the delivery of case management services to maximize the reach of available subcontractor staff and resources and to make services accessible and cost effective;
3. Providing the necessary facilities, technology and equipment to provide those services;
4. Comprehensive assessment and periodic reassessment of individual needs and related activities;
5. Identifying strengths, weaknesses and barriers and developing individual plans to address them;
6. Screen and assess beneficiaries needs and make appropriate referral to programs available through the LWDBs and partners;
7. Communicating and making referrals to other agencies and programs, as appropriate;
8. Properly documenting interface with the client, referrals made and participation hours reported to the LWDBs, including appropriate validation of such information;
9. Identifying and developing opportunities and partnerships that may assist the progress of Kentucky HEALTH beneficiaries towards independence from public assistance;
10. Maintaining case records and documentation for five (5) years, if not electronically maintained;
11. Providing information upon request of and in the format required by DWI concerning all of the services including information for required reports;
12. Responding to all monitoring reports of non-compliance within the designated timeframe;
13. Following policies and procedures established by DWI to provide an interpreter or translator for Medicaid CE beneficiaries who are limited in English proficiency. No Kentucky HEALTH beneficiary, in accordance with Section 601 of Title VI of the Civil Rights Act U.S.C. Section 2000 et, sequence, shall be:
 - a. Denied services due to discrimination or be subject to discrimination;
 - b. Provided different services, or provided services differently from others in the program; or
 - c. Segregated or treated separately in any way in their receipt of any type of service;
14. Attending meetings with DWI agencies upon request at mutually convenient times;

	Document Description	Page 3
1900001383	DWI & LWDBs Medicaid CE	of 41

15. Providing appropriate training and certify that all staff and all subcontractors of LWDBs who serve Medicaid beneficiaries will have completed all required trainings;
16. Inform DWI of marketing materials to be used or distributed, all of which shall be consistent with this contract and Kentucky HEALTH program.
17. Upon receiving adequate notice of rules and procedures, complying with all policy and training materials for the Kentucky HEALTH program;
18. Utilizing, in full, the Kentucky Enterprise Engagement (KEE) Suite for case management activities under this contract as functionality becomes available;
19. Collecting and inputting data necessary for the reporting of performance metrics identified in the Performance, Measurements, Reporting and Evaluation section, common measures identified under the Workforce Innovation and Opportunity Act (WIOA) as well as other metrics agreed upon by CHFS and DWI for the Kentucky HEALTH CE beneficiaries served under this contract; and

Pricing:

The total amount of this contract shall not exceed \$ 13,504,342.00 in fiscal year 2019. Funds are reimbursed for activities and costs required to carry out Scope of Services only. Allocations for individual fiscal years will not carry over.

The total amount of this contract is allocated to the LWDB per county based on the expected participation of Medicaid CE beneficiaries within each county served by LWDB.

Reimbursable activity includes any allowable cost that is necessary and reasonable for the planning, implementation or operation of the Kentucky HEALTH program and be reflected in the fully allocated hourly rate.

Planned costs must appropriately fit within the four following categories: Pre-eligibility case management, Pre-Eligibility Program Development, Pre-eligibility Outreach, and Administrative Costs.

Up to ten percent of allocated funds may support LWDB staff and fiscal agent activity related to supporting Kentucky HEALTH implementation and services. The ten percent limit does not apply to the period prior to the operational go-live. If necessary, an LWDB may apply to DWI to use up to fifteen percent of funds for this purpose in year one of implementation of Kentucky HEALTH.

Total reimbursement to a LWDB shall not exceed the allotment established by DWI without prior approval of DWI.

Payment and Invoicing Requirements:

The LWDB shall submit to the Division of Fiscal and Budget Integrity (DFBI) a drawdown-of-funds request per DFBI policies and procedures. The LWDB shall receive funds through DWI's electronic fund transfer system which requires a monthly

	Document Description	Page 4
1900001383	DWI & LWDBs Medicaid CE	of 41

reconciliation of costs in the LWDB's book of account. These funds are for activities and payments required to carry out Scope of Services as outlined in this agreement. Release of funds shall be subject to the LWDB's submission of any requested program, financial reports, and detailed invoices as specified by DFBI policy and personnel within the timeframes specified.

In order to assist the administration of funds the LWDB may use the services of the designated fiscal agent or may designate an entity to serve as a fiscal agent. In such case that the LWDB does not use the services of the designated fiscal agent,, the LWDB shall provide to DFBI a fully executed copy of the written contract or other legal instrument designating a fiscal agent at least thirty (30) days prior to the first invoice. Such designation shall comply with local procurement policy and any relevant state and federal policies.

Travel expenses

Travel expenses shall be reimbursed only for authorized and allowable expenses, including accommodations, established in accordance with 200 KAR 2:006 Section 7 including but not limited to mileage rate, per diem rates, and subsistence for all travel. Funds shall not be used to pay for non-employees' travel, accommodation, or meal expenses. Further, the Second party shall not use these funds to pay for travel, accommodation, or meal expenses for a non-employee and later be reimbursed by that non-employee for those expenses.

Procurement:

RFPs issued for the procurement of services under this contract must be reviewed and approved by DWI no less than 30 days prior to the issuance, unless otherwise agreed by all involved parties.

Cost Allocation:

The LWDB shall establish cost allocation plans in compliance with 2 CFR 200 and submit them to DWI in a manner prescribed by DWI. Submission of a cost allocation plan to DWI does not in any way constitute a waiver of any right of DWI to pursue any remedies for inaccurate or improper cost allocation plans.

Additional EWDC T&C

Performance, Measurement, Reporting and Evaluation
Performance Metrics

	Document Description	Page 5
1900001383	DWI & LWDBs Medicaid CE	of 41

A. DWI shall establish policy defining metrics for the Kentucky HEALTH program and any contractors and/or subcontractors subcontracted to administer the Kentucky HEALTH program that include:

1. Number of Career Coach Referrals:
 - a. # referrals to Adult Education
 - b. # referrals to Office for the Blind
 - c. # referrals to Office of Vocational Rehabilitation
 - d. # referrals to Veterans Program
 - e. # referrals to external training partner/program
2. Number of Qualified Referrals to Employment
3. Number of Employments Obtained by Referrals separated by subsidized/non-subsidized employment
4. Number of Employer Partners/Partnerships
5. Number of Credentials Attained
6. Total Cost of Services per member

B. These metrics shall be used to establish a baseline of activity for one year and for subsequent performance evaluation.

Reporting Requirements:

DWI shall be responsible for coordinating with the LWDB for completion of the following reporting requirements in accordance with the Medicaid CE program:

- A. Quantitative reports as further defined by CHFS and DWI.
- B. Reports shall include, but not be limited to:
 1. The number of Kentucky HEALTH beneficiaries referred to DWI by DCBS.
 2. The number of Medicaid CE beneficiaries assessed by DWI.
 3. The number and percentage of eligible beneficiaries that completed an activity by activity, including training, education, work experience, on the job training or any other activity that DWI has referred a beneficiary to as a part of their individual plan.
 4. The percentage and number of beneficiaries to obtain an industry recognized credential, including an apprenticeship, or a regular secondary school diploma or its recognized equivalent, while participating in, or within 1 year after receiving services.
 5. The percentage and number of eligible beneficiaries assessed as needing educational or training programs who are enrolled in educational or training programs that are intended to lead to an industry recognized credential.
 6. The number of Medicaid CE beneficiaries who have completed and received a high school degree (or high school equivalency) prior to being provided with services.
- C. Provide monthly and individual outcomes. Reporting template to be defined by CHFS and DWI.
- D. Financial reports as further defined by CHFS and DWI. Reporting template to be defined by CHFS and DWI.

Any reports shall be sent to the Director of the Division of Fiscal and Budget Integrity.

	Document Description	Page 6
1900001383	DWI & LWDBs Medicaid CE	of 41

Monitoring Requirements:

The LWDB acknowledges and agrees DWI, CHFS and the Centers for Medicare and Medicaid Services (CMS) staff may monitor for fiscal and programmatic compliance and the LWDB agrees to cooperate with DWI, CHFS and the CMS during any monitoring by these agencies.

Performance and Evaluation:

DWI shall use the performance metrics established in in this contract to determine an operational baseline for statewide and subcontractor performance and annual performance evaluations after an initial period. DWI may develop a strategy for incorporating the performance evaluations in funding allocation decisions to incentivize effective service practices.

Corrective Action

Upon a determination of DWI of a contractor or subcontractor’s failure to perform services outlined in the Scope of Services section in this contract, DWI may issue a Corrective Action Plan may be issued as outlined below.

If DWI elects not to issue a Corrective Action Plan herein in a particular instance, this decision shall not be construed as a waiver of DWI’s right to pursue the future assessment of any performance standard requirement and associated penalties.

The DWI will work with the Contractor to resolve performance issues at all times. 1. Requirement of Corrective Action:

a. Letter of Concern

Should DWI determine that the Contractor or any subcontractor is in violation of any requirement of this Contract, DWI shall notify the Contractor of the deficiency through a “Letter of Concern.” The Contractor shall contact DWI’s representative in writing within ten (10) business days of receipt of the Letter of Concern and shall indicate how such concern is to be addressed.

b. Corrective Action Plan

Should DWI determine that the Contractor or any subcontractor is not performing as delineated in this Contract, DWI 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 delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by DWI, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within thirty (30) business days of receipt.

c. Failure to respond to a letter of concern or to submit a corrective action plan, or failure to correct any identified deficiency, may result in action pursuant to the— Cancellation clause of the contract under Finance Administration Terms and Conditions or under DWI’s termination clause.

Approvals

	Document Description	Page 7
1900001383	DWI & LWDBs Medicaid CE	of 41

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 (Secretary):

Signature Title

Printed Name Date

1st Party (Commissioner):

Signature Title

Printed Name Date

2nd Party:

Bluegrass Local Workforce Development Board

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

	Document Description	Page 8
1900001383	DWI & LWDBs Medicaid CE	of 41

x _____ x _____
 Printed Name Date

Cumberland's Local Workforce Development Board

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

EKCEP Local Workforce Development Board

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Green River Local Workforce Development Board

	Document Description	Page 9
1900001383	DWI & LWDBs Medicaid CE	of 41

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

KentuckianaWorks Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

Lincoln Trail Local Workforce Development Board

-

X _____ x _____
Signature Title

	Document Description	Page 10
1900001383	DWI & LWDBs Medicaid CE	of 41

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

-

South Central Local Workforce Development Board

-

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

Other

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

-

TENCO Local Workforce Development Board

-

X _____ x _____
 Signature Title

x _____ x _____
 Printed Name Date

	Document Description	Page 11
1900001383	DWI & LWDBs Medicaid CE	of 41

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

West Kentucky Local Workforce Development Board

-

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

Other

X _____ x _____
Signature Title

x _____ x _____
Printed Name Date

-

-
Approved as to form and legality:

Attorney

	Document Description	Page 12
1900001383	DWI & LWDBs Medicaid CE	of 41

ATTACHMENT I

Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 Reduction in Contract Worker Hours:

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

4.00 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

	Document Description	Page 13
1900001383	DWI & LWDBs Medicaid CE	of 41

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).

5.00 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.

6.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement 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 agreement 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 agreement shall be grounds for the Commonwealth's

	Document Description	Page 14
1900001383	DWI & LWDBs Medicaid CE	of 41

cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

2nd Party:

Bluegrass Local Workforce Development Board

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.

Cumberland's Local Workforce Development Board

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.

EKCEP Local Workforce Development Board

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.

Green River Local Workforce Development Board

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).

	Document Description	Page 15
1900001383	DWI & LWDBs Medicaid CE	of 41

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.

KentuckianaWorks Local Workforce Development Board

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.

Lincoln Trail Local Workforce Development Board

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.

TENCO Local Workforce Development Board

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.

West Kentucky Local Workforce Development Board

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).

	Document Description	Page 16
1900001383	DWI & LWDBs Medicaid CE	of 41

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.

7.00 Discrimination:

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

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

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

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

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

	Document Description	Page 17
1900001383	DWI & LWDBs Medicaid CE	of 41

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

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

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

Additional Terms and Conditions

DWI 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 the Contractor is available and qualified to perform such function; and for the abovementioned reasons, DWI desires to avail itself of the services of the Contractor.

1. Contract Components and Order of Precedence

DWI's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by DWI named on the Title Page and approved by the Division of Procurement and Grant Oversight, the Finance and Administration Cabinet

	Document Description	Page 18
1900001383	DWI & LWDBs Medicaid CE	of 41

and filed with the Government Contract Review Committee shall create a valid contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this agreement; and
2. Any clarifications concerning the Contractor's proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

2. Authorized to do Business in Kentucky:

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.

If a foreign entity, 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.

3. 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. 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. Foreign entity is defined within KRS 14A.1-070.

4. Expenses:

Travel expenses, if authorized:

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. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

	Document Description	Page 19
1900001383	DWI & LWDBs Medicaid CE	of 41

All travel expenses submitted for reimbursement to DWI shall include approvals by the LWDB and contain all identifying information associated with the expense including the person for whom the expenses were incurred and the reason for travel. Travel expenses shall follow the policy of the DWI.

Other expenses, if authorized herein:

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.

5. **Penalties:**

Any financial penalties or withheld payments described in this agreement shall be subject to the following conditions and procedures:

Notice of deficiency:

A notice of deficiency will be sent by DWI to the Contractor and the Contractor will have 30 days in which to cure any deficiency. OET may grant an extension if the Contractor requests the extension within the 30 day period. If the deficiency is not cured during that time period, penalties will be imposed.

Subcontractors:

The Contractor shall act with diligence to monitor the implementation of the subcontract, including the carrying out of the appropriate monitoring activities and audits, at reasonable intervals. In addition, the Contractor shall take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Medicaid or other federal or state authority as set forth in the provisions of this MOA, by such subcontractor, including the initiation of recoupment of any funds that have been

	Document Description	Page 20
1900001383	DWI & LWDBs Medicaid CE	of 41

misspent. The Contractor shall notify DWI when they become aware of any potential violation of this agreement or Medicaid and provide ongoing documentation of corrective actions that are undertaken by the subcontractor.

6. **Purchasing and Specifications:**

The Contractor certifies that the Contractor will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will it make any attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky.

7. **Conflict-of-Interest Laws and Principles:**

The Contractor certifies that Contractor is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, the Contractor will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics, any DWI conflict of interest policy relating to the employment of former public servants.

8. **Campaign Finance:**

The Contractor certifies that neither the Contractor nor any member of the Contractor's immediate family having an interest of ten percent (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, (i) that neither the Contractor nor the company that the Contractor represent, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and (ii) that the award of a contract to him/her or the company which the Contractor represent will not violate any provisions of the campaign finance laws of the Commonwealth.

9. **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 DWI prior to the effective date of such modification or change.

	Document Description	Page 21
1900001383	DWI & LWDBs Medicaid CE	of 41

Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or is 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 finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist listed on the Title Page for consideration and decision.

10. **Notice**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist listed on the title page immediately preceding the Table of Contents.

Notices made by DWI to the Contractor shall be sent to the Contractor Representative listed in the Extended Description of Commodity Line 1.

11. **LRC Policies**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

10

12. **Choice of Law and Forum**

All questions as to the execution, validity, interpretation, construction, and performance of this contract shall be governed by the laws of the Commonwealth of Kentucky.

Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

13. **Attorneys' fees**

LWDBs and/or any subcontractors shall be responsible for any attorneys' fees that may be incurred after being advised of a final determination by DWI that costs are disallowed and the corrective action plan has been completed, or incurred as a result of initiating or defending any legal action where DWI, CHFS or Centers for Medicare and Medicaid Services is a party. Further, these identified attorneys' fees shall not be submitted to DWI for reimbursement.

14. **Social Security**

	Document Description	Page 22
1900001383	DWI & LWDBs Medicaid CE	of 41

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 Contractor pursuant to this contract.

Health and Family Services Terms and Conditions:

1. **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.

2. **Assignment**

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of DWI,

3. **No Required Use of Contract**

This contract does not guarantee any minimum use of services. DWI reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other Contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4. **Severability**

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

5. **Indemnification**

The Contractor and/or any subcontractor shall indemnify and hold harmless DWI and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Agreement with DWI; (d) any dishonest, fraudulent,

	Document Description	Page 23
1900001383	DWI & LWDBs Medicaid CE	of 41

criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by DWI in an unauthorized manner, provided that such action was not taken by Contractor as a result of the express written request of DWI; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided; however, in the event the Contractor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

6. **Sovereign Immunity**

The Parties expressly agree that no provision of this Contract constitutes a waiver by DWI or the Commonwealth of Kentucky of any immunities from suit or from liability that DWI or the Commonwealth of Kentucky may have by operation of law.

7. **Force Majeure**

Neither Party shall be liable for public utility performance (e.g., Postal service, telephone, or water company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that DWI shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Sub Contractor cooperate with DWI 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 in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

8. **Maintenance of Insurance**

During the term of 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 respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

	Document Description	Page 24
1900001383	DWI & LWDBs Medicaid CE	of 41

To the extent that the Contractor and any Subcontractor are not self-insured, each shall, in any event, name DWI as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Contractor and any Subcontractor shall notify DWI of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to DWI.

DWI shall not be responsible for any premiums or assessments on the policy or policies held by the Contractor or any Subcontractor under this Contract. DWI may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of DWI. Should DWI exercise this option, it shall be fully reimbursed by the Contractor, either by Contractor directly or by an offset against future payments.

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

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

Employees who transport participants in their own vehicles are required to carry additional insurance coverage or provide such coverage.

9. Licensure, Certification, and Registration

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;
2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and
3. Produce copies of any required license, registration, and/or certification at the request of DWI or DWI's designee.

10. Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

	Document Description	Page 25
1900001383	DWI & LWDBs Medicaid CE	of 41

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

11. **Legal Proceedings**

Except as specifically disclosed in writing to DWI by the Contractor, prior to the date of this Contract, Contractor certifies there are no suits, investigations, or other proceedings in which the Contractor or any subcontractor is a party to a pending proceeding. Further, the Contractor certifies that there are no suits, investigations, or other proceedings threatened against the Contractor or any subcontractor pending or threatened against Contractor or any subcontractor that would have a material effect on Contractor's ability to perform under this Contract, or on Subcontractor's ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to notify DWI within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Contractor related to this Contract. The Contractor shall send written notice to DWI.

12. **No Grant of Employment or Agency**

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

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

In no event shall any employee of the Contractor be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the Commonwealth.

13. **Service Delivery Requirements**

All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with:

1. All applicable federal and state statutes and regulations as they are currently in effect;
2. All commitments and assurances as set forth in all DWI grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-

	Document Description	Page 26
1900001383	DWI & LWDBs Medicaid CE	of 41

funded proposed project developed jointly by the Contractor and DWI and submitted to a federal agency.

14. Total Amount of Funds and Budget Revisions

In addition to the "Expenses" section above, DWI shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances shall be negotiated between DWI and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

15. Subcontractors

The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Contractor shall assure that all subcontracts with individuals (including consultants), agencies, and organizations shall meet all requirements as set forth in this contract. The Contractor shall be responsible to enforce the terms and provisions of each subcontract to which it is a party. If a subcontractor fails to meet contractual expectations,

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Responsibility for Subcontractor Contract Requirements

The Contractor shall have a Contract with any subcontractor that the Contractor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the subcontractor's section. The subcontractor must make available to the Contractor and to DWI, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.

Subcontractor Monitoring Requirements

The Contractor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Contractor's contract with the subcontractor. The Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws, regulations, policies, and terms and conditions of the federal grant award in contracting with subcontractors.

	Document Description	Page 27
1900001383	DWI & LWDBs Medicaid CE	of 41

Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that DWI, CHFS, the Centers for Medicare and Medicaid Services and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials that are pertinent to this contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

16. Financial Record Retention

The Contractor agrees to maintain all records pertaining to this contract for a period of not less than five (5) years after all matters pertaining to this contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).

17. Equipment and Property

The Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract and 2 CFR, Part 200.

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

18. Property of CHFS

Equipment and property purchased by CHFS for the purposes of fulfilling the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of CHFS with any single item purchase of \$500.00 or greater, as well as single item purchases of \$5,000.00 or greater (capital expenditures), requiring prior approval by CHFS. Any capital expenditures of \$5,000.00 or greater with federal dollars must also have the federal agency prior approval before the federal government will allow the costs in accordance with 2 CFR, Part 200. To ensure compatibility with state data networks and equipment on those networks, all computer and information technology equipment purchases that will access state data networks or equipment on those networks, regardless of cost, require prior approval from the Finance and Administration Cabinet's Commonwealth Office of Technology and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced on the Title Page of this contract. This equipment and property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

Property Control Ledger/Logs

The Contractor shall maintain a property control ledger/log that lists all equipment and/or property provided (whether leased or purchased) by CHFS with funds from this contract. As items are procured, a copy of the information that follows must be provided

	Document Description	Page 28
1900001383	DWI & LWDBs Medicaid CE	of 41

immediately to the CHFS Agency Property Officer such that a bar-coded Asset Tag and/or Federally Funded labels can be assigned for all items with a cost of \$500.00 or greater. The Contractor shall immediately affix the asset tag, property label or Federal label provided to the corresponding equipment or property. The property control ledger/log shall include the following information:

1. CHFS Asset Tag Number;
2. Equipment serial number;
3. Full description of the item including make, model, color, etc.;
4. Unit invoice to include all cost (i.e., upgrades to the item such as additional computer memory purchased);
5. Date of purchase and/or lease;
6. All information pertaining to the manufacturer's warranty, if applicable;
7. Location where the equipment and/or furniture is located, and include full address and state building number when applicable; and
8. Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the first party will secure insurance coverage for the item. If the Contractor fails to report the required information, loss of the item will be at their expense.

If there is a change to the information above during the course of this contract, a PPATS-117 is required to be submitted to the CHFS Agency Property Officer.

Requirement of Inventory

1. Inventory Tracking

The Contractor shall conduct a complete physical inventory of all equipment and/or property provided by CHFS and/or purchased with funds from this contract, and provide such to the CHFS Agency Property Officer by February 1st of each year unless otherwise stated herein. Said findings shall be submitted to the Contract Specialist identified on the Title Page as well as acknowledgement that the item was located or missing, and where applicable, the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a PPATS-117 form is to be immediately completed and routed to the CHFS Agency Property Officer, but no later than February 1st, or as otherwise stated, with the corresponding inventory.

2. Loss/Destruction

The Contractor shall immediately notify the Department if an item provided by CHFS and/or purchased with funds from this contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Contractor shall forward in writing to CHFS the item description and corresponding property tag number with a written explanation of how the item was damaged or missing, and a police report if the item was stolen. The Department will immediately notify the Agency Property Officer, such that the proper

	Document Description	Page 29
1900001383	DWI & LWDBs Medicaid CE	of 41

steps can be taken to document/claim this loss to support replacement of the item if possible.

3. Excess or Surplus

All state-owned equipment, property and supplies no longer needed may be declared excess or surplus property and transferred or disposed of upon prior approval from the CHFS Cabinet. The CHFS, Office of Administration and Technology Services staff are responsible for sanitizing all CHFS owned computer equipment prior to disposal. Upon identification of items to be surplus or returned to the CHFS Distribution Center, the Contractor shall complete a PPATS-B217-2 or a PPATS-117 and mail it to the CHFS Agency Property Officer with a copy to the Department within thirty (30) calendar days when any of the following occurs:

- a. The equipment or furniture is no longer needed by the Contractor and is available for surplus or transfer to the CHFS Distribution Center;
- b. The contract is terminated; or
- c. The contract period ends and will not be renewed.

Upon receipt of the PPATS-B217-2 or a PPATS-117 the CHFS Agency property officer shall review the fixed asset information and advise if the disposal method or transfer of equipment requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of \$5,000.00 or greater, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Contractor shall deliver to CHFS a complete and current inventory of any and all of the CHFS Cabinet's equipment and property in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Contractor shall return or make available all equipment and/or property.

When needed, both the PPATS-117 and PPATS-B217-2 forms can be obtained by contacting the CHFS Agency Property Officer.

19. **Confidential Information**

The Contractor shall comply with the state and federal rules and regulations governing access to and use of information and data provided by DWI or collected by the Contractor, and will use such information or data only for those purposes expressly delineated, defined, and authorized in this Contract.

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor.

	Document Description	Page 30
1900001383	DWI & LWDBs Medicaid CE	of 41

The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the DWI's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

The Contractor shall permit unrestricted access on demand to personnel of DWI, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

20. HIPAA Confidentiality Compliance

The Contractor agrees to abide by 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) and, if legally necessary, to execute and deliver to DWI a standard for Business Associate Agreement.

21. Response/Compliance with Audit Findings

The Contractor shall take action to ensure its or a subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Contractor's delivery to DWI, for DWI' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s),

	Document Description	Page 31
1900001383	DWI & LWDBs Medicaid CE	of 41

inspection(s) or special examinations within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any finding of noncompliance under this section that is:

1. Required by a Kentucky or Federal law, regulation, rule, or other audit requirement relating to Contractor's business;
2. Performed by Contractor as part of this Contract; or
3. Necessary due to Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on Contractor; or
22. **Research Project Approval and Institutional Review Board Requirements**

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 920 KAR 1:060 that provide for a DWI review of research projects supported or funded in whole or in part through DWI. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the DWI's Institutional Review Board for the Protection of Human Subjects, which DWI is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by DWI. The project manager assigned by DWI will provide all documentation and protocols for review and approval by the DWI Institutional Board. No research may begin until such time as the Board reviews and approves the project.

23. **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 DWI' data or communication or technical support system. Such plans shall enable the Contractor to continue to meet all requirements of DWI. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne solely by the Contractor.

24. **Protection of Personal Information Security and Breach Investigation Procedures and Practices Act**

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

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

	Document Description	Page 32
1900001383	DWI & LWDBs Medicaid CE	of 41

The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of DWI of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.

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

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

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

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

25. Breach and Contract Termination

1. Remedies for Breach

It is agreed by the Parties that in the event of breach of contract by the Contractor, DWI may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to DWI may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision by the Contractor to DWI for noncompliance as provided for in this Contract.

2. Termination

Either party shall provide prior written notice to the other party with or without cause. The basis for cause shall include, but not be limited to, the failure to timely respond to

	Document Description	Page 33
1900001383	DWI & LWDBs Medicaid CE	of 41

a Letter of Concern, the failure to timely respond to a Corrective Action Plan Notice, the failure to timely correct any identified deficiency in a Corrective Plan, or the violation of any requirements of this agreement. In the event of cancellation by either party, a plan shall be implemented in accordance with the Transition/Turnover section contained in this agreement. Notice of cancellation shall be sent via certified mail to the Office of Legal and Legislative Services, 300 Sower Blvd., 4th Floor, Frankfort, KY 40601.

3. Transition/Turnover

In the event of cancellation of this agreement by either party, a transition/turnover plan shall be implemented. Both parties agree to cooperate during the implementation of the transition/turnover plan.

In the event DWI requires a transition after a non-renewal or termination by either party, DWI shall notify the Contractor at the same time DWI serves notice of the non-renewal or termination, as the case may be.

Upon receipt of notice of termination of the Contract from DWI, the Contractor shall provide any turnover assistance reasonably necessary to enable DWI or its designee to effectively close out the Contract and move the work to another contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to DWI.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new contractor. DWI shall ensure the cooperation of the new contractor to facilitate a smooth transition.
3. Within ten (10) calendar days after written notification by DWI of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by DWI, DWI shall review the document and within fourteen (14) calendar days provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If DWI determines upon review that the Transition Document is missing necessary information, DWI shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.
4. Deliver a full and complete accounting and report as of the date of termination about the status of services. This report shall be provided to DWI within twenty-one (21) days of the effective date of termination.
5. Transfer all documents and records of every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain to this contract, including but not limited to, all those listed in the contract, within

	Document Description	Page 34
1900001383	DWI & LWDBs Medicaid CE	of 41

twenty-one (21) days of the effective date of termination. All documents shall be in a DWI -approved format.

6. Provide reasonable and appropriate assistance to DWI and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the DWI within twenty (20) days of the effective date of termination.
7. Pay any and all additional costs incurred by DWI that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

26. Funding Determinations:

The LWDB hereby acknowledges and agrees that it shall follow any and all requirements imposed by the law, the governmental entities, or the specific grants or other sources providing the funding for this Contract. The LWDB further acknowledges and agrees that, in the event that there is a final determination by CHFS or DWI that any such requirements were violated or that any funds provided pursuant to this Contract were either handled, spent, paid, matched, maintained, documented, or supported insufficiently or inappropriately, any recoupment of such funds or any other damages related thereto, which are suffered by CHFS or DWI, shall be specifically subject to the Indemnification provisions of this Contract.

27. Related Documents and References:

DWI will provide the LWDB with training documents once completed. All activity under this contract shall comply with State Medicaid Director Letter SMD: 18-002 and the Centers for Medicare and Medicaid Services Special Terms and Conditions 11-W-00306/4 and 21-W-00067/4 and any updates to those documents.

28. Information Technology:

The LWDB agrees to assume responsibility for acquiring and installing any necessary equipment ranging from computer services to all personnel services.

Electronic Health Record Technology Incentive Program - DWI shall comply with all applicable provisions of 42 CFR 495.

29. Turnover Assistance:

Upon receipt of notice of termination of the Contract from DWI, the Contractor shall provide any turnover assistance reasonably necessary to enable DWI or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

30. Advertising Award Prohibition

	Document Description	Page 35
1900001383	DWI & LWDBs Medicaid CE	of 41

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

31. **Bankruptcy**

In the event a Contractor or Subcontractor 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 in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

32. **Code of Ethics**

The Contractor and all professional personnel who may provide services under this contract or any subcontract with the Contractor shall be familiar with and abide by any and all code of ethics or conduct as designated by DWI that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Contractor to abide by the applicable code of ethics shall result in the immediate termination of the contract.

33. **Notices and Pamphlets**

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall 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, DWI, or other state funds.

34. **Scientific Misconduct**

The Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 50 and 900 KAR 1:080, as amended, and shall be made available, upon request, to DWI. The Contractor shall immediately report to DWI any activity reported to the Contractor under these terms and conditions. Notice shall be sent in writing to DWI.

	Document Description	Page 36
1900001383	DWI & LWDBs Medicaid CE	of 41

35. **Intellectual Property**

The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by DWI to the Contractor for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of DWI, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to DWI for their use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by DWI.

If any of these materials are included in any publication, training materials, or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Contractor under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

1. Patents;
2. Trademarks as proposed or registered with the U.S. Patent and Trademark Office; or
3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

36. **Certification Regarding Drug-Free Workplace**

The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and

	Document Description	Page 37
1900001383	DWI & LWDBs Medicaid CE	of 41

d. The penalties that may be imposed upon employees for drug abuse violation.

37. **Record Checks**

The Contractor shall be responsible for the cost to obtain a current and satisfactory criminal record check that is satisfactory with no convictions or outstanding charges which would constitute a disqualifying offense under 900 KAR 1:009. A criminal record check shall be completed through the Kentucky State Police Information Center or the Administrative Office of the Courts. 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 those states as well.

38. **FEDERAL REQUIREMENTS:**

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II regarding Contract provisions for non-federal entity Contracts under federal award.

The following terms shall apply to this contract regardless of whether the funding source is federal, state or other.

1. **Clean Air Act and Federal Water Pollution Control Act:**

Contractor and sub-contractors shall agree to 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 HHS and the appropriate Regional Office of the Environmental Protection Agency.

2. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions:**

In accordance with Federal Acquisition Regulation 52.209-5, the Contractor shall certify, 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.

For the purposes of 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 subsidiary, division, or business segment, and similar positions).

The Contractor shall be compliant with 2 CFR 180 at the time of award and throughout the contract period.

	Document Description	Page 38
1900001383	DWI & LWDBs Medicaid CE	of 41

3. **Certification of Lobbying Activities**

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. 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 subrecipients 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 and not more than \$100,000 for each such failure.

4. **Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State, or Local Protected Class)**

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:

	Document Description	Page 39
1900001383	DWI & LWDBs Medicaid CE	of 41

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws. The Contractor agrees to comply with the provisions of 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, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits.

3. 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.

4. In all program or service solicitations or advertisements placed by or on behalf of the Contractor, the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

5. 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 such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or

	Document Description	Page 40
1900001383	DWI & LWDBs Medicaid CE	of 41

recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

- a. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;
- b. Have a method of identifying LEP individuals; and
- c. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

ResCare

A decorative graphic element consisting of a light blue rectangular area. On the left, the word "ResCare" is written in a bold, blue, sans-serif font. To the right of the text, there are several thin, light blue lines forming a grid and a circular shape, suggesting a stylized 'R' or a similar symbol.

ResCare Workforce Services

Monthly Briefing Report

Reporting Period: May, 2018

ResCare Monthly Briefing Report

Focus Areas:

- Prior Update
- Performance Metrics
- Success Stories

Our team has been working toward some major initiatives and have made great progress as outlined below:

ONE STOP OPERATOR

During the month of May the One Stop Operator finalized installing webcams in the local Adult Ed offices. Webcams are now in place in all thirteen counties where the Kentucky Career Center does not have an office. Information about the KCC's and services provided has been left at all the Adult Ed locations as well.

On May 8th the One Stop Operator, along with representatives from the City of Lexington, BCTC Workforce Solutions, BGWIB Board staff, Woodford County Chamber and the Bluegrass SHRM chapter presented to the BGSHRM group. The focus was on assisting business and workforce readiness in the Bluegrass area. Examples of how each agency can assist businesses were shared, along with ways the groups can potentially partner together to assist were also presented. The presentation has already resulted in three new employer meetings for the business service team.

The SNAP E&T program has been live in all seventeen counties of the Bluegrass since April 1, 2018. The volume of SNAP E&T clients coming into the KCC continues to be low. The OSO attended a meeting on May 10th with representatives from DCBS, OET and Employment Solutions. Employment Solutions is proposing a new set of programs that will assist SNAP clients with completing the required twenty hours of community engagement, while giving them training that will enhance employability.

The OSO worked with the Board staff to prepare the new office in Lexington. As of June 1, all the WIOA staff along with a staff person from the Native American Employment and Training program have moved to the new Kentucky Career Center located at 1128 Winchester Rd.

ADULT/DW:

May is always a big month for the Adult/Dislocated Worker program as graduations occur for many of the local training providers. This month alone our customers earned 29 credentials and 15 were placed into employment. It is always rewarding to see and hear of how our participants' hard work has paid off! They are happy to share when they receive an employment offer and everyone shares their excitement.

Our outreach efforts continue to keep us busy in referrals. We have strong relationships and referral processes in place with our local adult education centers, DCBS offices, KY River Foothills, along with many of our local training providers. Staff attended the Career and Technical Education Advisory Meeting at the Powell County High School where local

ResCare Monthly Briefing Report

education and business partners gathered to discuss and streamline referral processes. KCC staff discussed career services available. We are trying to reach and to serve job seekers who are low income along with job seekers struggling with serious issues such as drug addiction, homelessness and domestic violence. Shacole Jones has reached out to Greenhouse 17, One Parent Scholar, The Hope Center, Natalie's Sisters and the Swartz Center all in the month of May and has individual appointments arranged for the month of June. The Women's Care Center of Berea is a newly established nonprofit agency in Berea from whom we have also received numerous referrals.

BUSINESS SERVICES

There is more to Business Services than posting jobs, enrolling OJTS, and screening applicants. Business Services Consultants are continually contacting employers and other organizations in the community to build relationships. The month of May was a good example of this. Kara Farley was able to meet with Smucker's and assist them with Incumbent Worker Training for 10 employees. This employer has not used Career Center services for quite some time.

Rolando Thacker attended an Advisory Council meeting at Powell County High School on May 22nd and the Winchester HR group meeting on May 31st. Staff attended SHRM luncheon in Lexington on May 8th. As a result, the team was able to set up an initial meeting with KY One Health. In the past this employer has rarely used the services of the Career Centers other than to post job openings. KY One Health is now interested in OJT, Internships, WEX and any other service the Career Center can provide them.

Bill Pianovski was appointed Board Member of Workforce Readiness for CKSHRM. On May 23rd Bill made a presentation on the services provided by the Career Center to the Workforce Development Committee. This committee serves Boyle and surrounding counties. Bill was also able to meet with More Than a Bakery, one of the newer employers in the area, in Woodford county.

These are just a few examples of the activities the Business Services team are involved in along with enrolling 11 OJTs, 11 Incumbent Worker Trainings, and 31 computerized assessments for the month.

YOUTH

The youth team is continuing to work hard in each of their counties making stronger relationships with the adult education centers, finding more referral sources, and seeking In School Youth enrollment opportunities. TABE tests are continuing to be given at time of enrollment and those still missing the TABE are being contacted to complete. Since January, the team has provided incentives to 32 participants for completing their GED!

We have an exciting new Master Work Site Agreement with Morning Pointe. This allowed us to place 3 Work Experience participants into the healthcare sector as a Resident Assistant. It also opened the door for other positions such as CNA's, cooks, housekeeping, dietary aide, and receptionist. The employer is very helpful in the coordination of placing people where they will

ResCare Monthly Briefing Report

be most successful and making sure they are receiving the appropriate training from staff. Morning Pointe has the intent to hire those who successfully complete their 320 hours.

Performance Metrics and Action Plans

Contractual Metrics

ADULT/DISLOCATED WORKER - Annual Goal: 300				
	Current Month	YTD Total	PY17 YTD Goal	Performance
TOTAL NEW ENROLLMENTS (Adult/DW)	35	352	275	✓ 128.00%
YOUTH - Annual Goal: 300				
	Current Month	YTD Total	PY17 YTD Goal	Performance
TOTAL NEW ENROLLMENTS (All programs)	50	231	275	⚠ 84.00%

SUCCESS STORIES

Ms. Marquita Thompson recently completed an Associate of Arts & Science in Medical Information Technology at BCTC. She separated from her employer of 20 years, Brake Parts, in July 2015. Although she was quite nervous about going back to school, she has progressed very well and completed with an overall 3.906 GPA. Not long before she completed her degree, she received an offer of employment from Eye Care Associates of Danville. When she emailed me to let me know she got the job, she said, "I'm super excited. They pay good, have great benefits and everyone there loves their job. Thanks for your help getting me to this point!"

A recent participant from the Georgetown Career Center recently finished her Radiography program at BCTC; we paid for her last semester. She would have been unable to finish her coursework without the assistance of the WIOA scholarship. She has secured employment with the field site where she did her internship. She will be PRN at GT Hospital beginning in June and earning \$30/hour.

BLUEGRASS - MAY 2018

Program Year Month
Program Year Percentage

11	Last PY Month
91.67%	

10
83.33%

ADULT/DISLOCATED WORKER - Annual Goal: 300				
TOTAL NEW ENROLLMENTS (Adult/DW)	Current Month	YTD Total	PY17 YTD Goal	Performance
	35	352	275	✔ 128.00%

YOUTH - Annual Goal: 300				
TOTAL NEW ENROLLMENTS (All programs)	Current Month	YTD Total	PY17 YTD Goal	Performance
	50	231	275	! 84.00%

United Way				
	Current Month	PY17 YTD Total	PY17 Goal	Performance
New Enrollments	7	64	80	✘ 80.00%
OSY Active	7	64	80	✘ 80.00%
ISY Active			1	✘ 0.00%
Total Active	7	64	80	✘ 80.00%

OWL				
	Current Month	PY17 YTD Total	PY17 Goal	Performance
New Enrollments	9	40	40	✔ 100.00%

Bluegrass Workforce Services (DSP)				
	Current Month	PY17 YTD Total	PY17 Goal	Performance
New Enrollments	34	94	220	✘ 42.73%
OSY Active	34	94	220	✘ 42.73%
ISY Active			10	✘ 0.00%
Total Active		94	220	✘ 42.73%

WORK EXPERIENCE				
		PY17 YTD Total	PY17 Goal	Performance
Currently working in WEX	50	22	100	✘ 22.00%
Completed WEX	19	19	100	✘ 19.00%
WEX Terminations	2	0	0	

Enrollment by County

	Adult	OJT Adult	DW	OJT DW	Trade	OJT Trade	Total Adult/DW	Youth	Grand Total
Anderson	2	3			1		6	2	8
Bourbon	3	2	1				6	4	10
Boyle	10	17	1	1			29	13	42
Casey		3			1	1	5		5
Clark	6	4	2		2		14	12	26
Estill	10	3	1			1	15	4	19
Fayette	55	16	21		6		98	116	214
Fleming		1					1		1
Franklin	4	5					9	4	13
Garrard	9	2	1		2		14	7	21
Harrison	6	4					10	1	11
Jessamine	5	1	1				7	10	17
Lee					2		2		2
Lincoln	12	5	2	1	1		21	12	33
Madison	30	8	2			1	41	18	59
Marshall		1					1		1
Menifee		1					1		1
Mercer	8	3			1		12	3	15
Montgomery	1	4			1		6		6
Nicholas		2					2	3	5
Owen								1	1
Pike		1					1		1
Powell	8		1		1		10	5	15
Pulaski		2					2		2
Rockcastle		5		1			6	1	7
Scott	15	7	4				26	14	40
Shelby		1					1		1
Woodford	3	3					6	1	7
Grand Total	187	104	37	3	18	3	352	231	583

Contract Profit Performance				
Measure	Amount	Total Program Year AD/DW Enrollments	Enrollments Needed	Performance
Total Program Year AD/DW Enrollments				
150	12,648.00	352	0	✓ 234.67%
210	12,648.00	352	0	✓ 167.62%
260	12,648.00	352	0	✓ 135.38%
300	12,648.00	352	0	✓ 117.33%
Measure	Amount	Total Program Year Youth Enrollments	Enrollments Needed	Performance
Total Program Year Youth Enrollments				
120	8,227.50	231	0	✓ 192.50%
180	8,227.50	231	0	✓ 128.33%
240	8,227.50	231	9	✓ 96.25%
300	8,227.50	231	69	✓ 77.00%

Program Year Month	11
Program Year Percentage	91.67%

Less Than 50%	Between 50% and 70%	Greater Than 70%
✗ 20.00%	⚠ 60.00%	✓ 80.00%

BUDGET - MAY 2018

Measures	Current Month	PY17 YTD Total	PY17 YTD Goal	Performance	Monthly Goal
WIOA Program Direct Services	\$147,293.50	\$1,325,278.37	\$ 1,734,963.23	✓ 76.39%	157,723.93
Adult Client Expense	\$160,887.71	\$1,097,307.78	\$ 1,492,286.22	✓ 73.53%	135,662.38
Dislocated Client Expense	\$21,111.25	\$151,792.91	\$ 247,500.00	✓ 61.33%	22,500.00
Trade Client Expense	\$20,692.64	\$279,397.42	\$ 389,583.33	✓ 71.72%	35,416.67
Youth Client Expense	\$10,047.64	\$ 124,325.00	\$ 207,536.12	! 59.91%	18,866.92
Paid Work Experience	\$45,026.79	\$ 175,330.58	\$ 367,823.39	! 47.67%	33,438.49
Youth Total	\$55,074.43	\$ 299,655.58	\$ 575,359.51	! 52.08%	

Notes

WIOA Program Direct Services Direct services figures do not include profit or indirect

Less Than 40%	Between 40% and 60%	Greater Than 60%
✗ 35.00%	! 45.00%	✓ 65.00%

Local Workforce Development Board Roster Certification Policy - Attachment B

WDB: Bluegrass Date of this Submission/Update: 5/16/18

LWDA: Bluegrass

Indicate any vacant positions or other constituency represented as well.

(To add a row, highlight entire row, copy and paste. To delete a row, highlight entire row, and cut)

Name/Address/Email Phone/Fax	Organization	Position	Business/ Industry Represented (Private Sector Only)	Business Representati on From Targeted Industry/ Occupation? (Yes/No)	Term Start and Term End/New Nomination or Replacement For:	
A. BUSINESS REPRESENTATIVES						
Hank Forker 1800 Mercer Road Lexington, KY 40511 hforker@ups.com Business: 859-259-4452 Personal/Cell: 859-550-3651	UPS	HUB Division Manager	Transportation, Distribution, and Logistics	Yes	November 14, 2017	November 14, 2020
Matt Montgomery (Chair) 944 Cherrywood Drive Lexington, KY 40515 Matthew.montgomery@sap.com Business: 859-221-4035	SAP	Senior Solution Consultant-Strategic Industries	Information Technology	Yes	February 7, 2017	February 7, 2020
Kim Menke 1001 Cherry Blossom Way, Georgetown, KY 40324 Kim.Menke@tema.toyota.com Business: 859-539-5022 Home: 859-333-7928	Toyota	Manager Community/ Govt Relations	Advanced Manufacturing	Yes	October 20, 2015	October 20, 2018
Steve Sigg 165 Barr Street Lexington, KY 40507 ssigg@thinksis.com Business: 859-977-4747 Home: 859-216-7128	Software Information Systems (SIS)	President/CEO	Information Technology	Yes	November 16, 2016	October 25, 2019

John Phillips 2011 Hoover Blvd., Frankfort, KY 40601 jphillips@montaplast.com Business: 502-848-3107 Home: 502-319-1975	Montaplast	Director of Human Resources	Advanced Manufacturing	Yes	October 20, 2015	October 20, 2018
Dolly Hollan (Secretary) 175 Hospital Dr. Winchester, KY 40391 Dolly.hollan@lpnt.net Business: 859-745-3500	Clark Regional Medical Center	Human Resource	Healthcare	Yes	November 16, 2016	November 6, 2019
Jon Dougherty (Vice-Chair) 2421 Fortune Dr., Suite 150, Lexington, KY 40501 jdougherty@amteck.com Business: 859-255-9546 Home: 859-621-5113	Amteck	License Manager/Education Director	Construction Apprenticeship	Yes	November 3, 2016	November 3, 2019
Susan Craft 302 West College Street Georgetown, KY 40324 Scraft089@yahoo.com Business: 502-352-3617	Independent Consulting Business	Workforce Development Consultant	Small Business/ Entrepreneur	Yes	June 28, 2017	June 28, 2020
Daniel King (Treasurer) 811 Corporate Drive, Suite 303 Lexington, KY 40503 dking@smkcpaky.com Business: 859-229-5353 Personal/Cell: 270-300-1037	Switzer, McGaughey & King, PSC	Shareholder	Small Business/ Finance	Yes	November 14, 2017	November 14, 2020
Ezekiel Farmer 101 RJ Corman Drive PO Box 788 Nicholasville, KY 40356 Ezekiel.farmer@rjcorman.com Business: 859-881-6755 Cell: 859-321-4437	RJ Corman	Director Research and HR Planning	Transportation/ Construction	Yes	May 24, 2018	May 31, 2021

B. WORKFORCE REPRESENTATIVES						
Steven Tressler 1047 US HWY 127 South, Suite 4 Frankfort, KY 40501 Stephen.tressler@ky.gov Business: 502-564-9731 Home: 502-382-8396	Kentucky Labor Cabinet/Dept. of Workplace Standards	Registered Apprentice Program Coordinator	Apprenticeship		February 13, 2018	February 13, 2021
Jon Dougherty 2421 Fortune Dr., Suite 150, Lexington, KY 40501 jdougherty@amteck.com Business: 859-255-9546 Home: 859-621-5113	Amteck	License Manager/Education Director	Construction Apprenticeship <i>(Dual Rep. in Business/Workforce)</i>	Yes	November 3, 2016	November 3, 2019
Tim Wireman 241 Regency Circle Lexington, KY 40503 twireman@ikorcc.com Business: 859-402-8653 Home: 606-884-7612	Indiana, Kentucky, Ohio Regional Council of Carpenters	Local Representative	Carpenters/Construction	Yes	February 13, 2018	February 13, 2021
David Boggs 650 Kennedy Rd., Lexington, KY 40511 dboggs@owlinc.net Business: 859-254-0576 Home: 502-352-7870	Opportunity for Work & Learn Community Based Organization	President			November 2017	November 2020

C. EDUCATION & TRAINING REPRESENTATIVES						
Dr. Augusta Julian 209 Oswald Building, 470 Cooper Dr., Lexington, KY 40506 Augusta.Julian@kctcs.edu Business: 859-246-6501	Bluegrass Community & Technical College Higher Education	President			October 20, 2015	October 20, 2018
Lisa Farmer 3343 Lexington Rd., Paris, KY 40361 lisa.farmer@bourbon.kyschools.us Home: 859-987-5863	Bourbon County Adult Education	Program Director			October 25, 2016	October 25, 2019
Kenneth R. Troske 359 Gatton College of Business & Economics, University of Kentucky Lexington, KY 40506 ktroske@email.uky.edu Business: 859-257-1282	Higher Education University of Kentucky	Senior Associate Dean for Administration, Faculty & Research Data and Analytics			October 20, 2015	October 20, 2018
D. GOVERNMENT & ECONOMIC DEVELOPMENT REPRESENTATIVES						
Josh Pierce 1050 Goodwin Drive Lexington, KY 40505 joshua.pierce@ky.gov Business: 859-233-5944 ext: 35944	KY Office of Employment & Training	Regional Administrator OET			May 24, 2018	May 31, 2021
Ryan Henson 8020 Veterans Memorial Dr., Florence, KY 41042 ryanb.henson@ky.gov Business: 859-371-9450	KY Office of Vocational Rehabilitation	Regional Program Manager			July 1, 2015 (Reappointment: 8/10/2017)	August 5, 2020
John Soper 103 South Main Street Woodford County Courthouse Versailles, KY 40383 Jsoper111@gmail.com Business: 859-608-0256	Woodford County Economic Development	Director			May 24, 2018	May 31, 2021

Building High-Quality, Employer-Driven SNAP E&T Programs

Posted by Brandon Lipps, Acting Deputy Under Secretary for Food, Nutrition and Consumer Services in [Food and Nutrition](#)

Mar 09, 2018



Congratulations to the members of the 2018 SNAP E&T Learning Academy. Photo credit: USDA

Earlier this week, I had the pleasure of welcoming 39 people from all across the U.S. and a variety of different sectors to the U.S. Department of Agriculture's (USDA) Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) Learning Academy. These devoted leaders have committed eight months to becoming experts in SNAP E&T so they can share what they've learned with their networks back home and ultimately build successful E&T programs that help individuals find – and keep – gainful employment.

The USDA's Food and Nutrition Service (FNS) is committed to ensuring participants in SNAP have the skills and support they need to work toward economic self-sufficiency. Self-sufficiency is a cornerstone of the American dream, and it begins with employment.

Effective E&T programs don't just help people find a job—they equip them with the skills needed to gain and retain *good* jobs. With two-thirds of jobs created over the next decade expected to require at least some education or training beyond high school, it is critical for SNAP participants who have limited proficiency or earn low wages to have a pathway to becoming self-sufficient.

The SNAP E&T Learning Academy is one way FNS is helping pave that pathway. The Academy includes two multiple-day workshops to increase national expertise and develop new leadership capacity. It uses a “train the trainer” approach to creating high-quality SNAP E&T programs across the country by sharing best practices and proven strategies for helping individuals gain employer-valued skills and find good jobs.

FNS used a [competitive application process](#) to select a cohort that includes participants from community colleges, hunger coalitions, state advocacy organizations, local workforce boards, national nonprofits, E&T providers, and state SNAP agencies. This week, they all gathered in Alexandria, Va., to learn from FNS's Office of Employment & Training, outside guest speakers, and each other. They will take the lessons they learned home to embark on capstone projects, which they will later share with other participants, FNS, and the broader E&T community.

Visit USDA's SNAP to Skills site to read more about the [2018 SNAP E&T Learning Academy participants](#). We thank each and every participant for their commitment and look forward to working with them to improve the lives of SNAP participants nationwide.