

BLUEGRASS WORKFORCE INVESTMENT BOARD

WIOA CONTRACT NUMBER 16-006Y

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BLUEGRASS WORKFORCE INVESTMENT BOARD

WIOA CONTRACT NUMBER 16-006Y

THIS AGREEMENT, effective August 1, 2015 (the "Effective Date") by and between (a) the Bluegrass Workforce Development Board, 699 Perimeter Drive, Lexington, Kentucky 40517 (BGWDB), (b) the fiscal agent for the Bluegrass Workforce Innovation and Opportunity Area (BGWIA), 699 Perimeter Drive, Lexington, Kentucky 40517, and (c) Lexington-Fayette Urban County Government.

1177 Red Mile Place
Lexington, KY 40504

WITNESSETH:

WHEREAS the Chief Local Elected Officials of the BGWIA, through their fiscal agent (and any successor fiscal agent for the next fiscal year) as grant recipient for the Bluegrass Workforce Area, have received a Federal Grant through the Commonwealth of Kentucky, Education Cabinet, ("the Cabinet") as detailed in the Agreement, which provides for employment and youth services under terms of the Workforce Innovation and Opportunity Act (WIOA or the Act) of 2014, Title I:, and

WHEREAS BGWDB, is responsible for identifying eligible providers of youth workforce investment activities in the local area; and

WHEREAS BGWDB, in partnership with the Local Elected Officials, and the fiscal agent are responsible to the Cabinet for the expenditure of funds in compliance with provisions of the Act, and its attendant Regulations, Federal and Cabinet directives and guidelines, and other materials relating to program operations to be carried out by BGWDB or under its authority; and

WHEREAS BGWDB and the fiscal agent desires to have workforce innovation and youth services for WIOA-eligible residents of Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford Counties; and

WHEREAS the Contractor is a party capable of providing certain employment and/or training activities for youth residents in one or more of those Counties; and

WHEREAS BGWDB has selected the Contractor to provide the following employment and or training activities in Fayette County (Cardinal Valley, Gainesway, and Woodhill areas) for 40 out-of-school youth:

COORDINATION AND PROVISION OF THE FOURTEEN REQUIRED ELEMENTS FOR YOUTH UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT OF 2014.

As specified further in the Awarded Proposal contained in Attachment "B";
NOW THEREFORE, it is mutually agreed by and between the parties as follows:

I. SCOPE OF AGREEMENT

The Contractor agrees that activities to be performed are those authorized by the Act, which will prepare youth for participation in the labor force by increasing their occupational and educational skills, and enhancing basic educational skills of youth, encouraging school completion or enrollment in supplementary or alternative school programs while providing gainful work exposure and enhancing citizenship skills, leading to long term employability for eligible program participants.

The Contractor agrees to provide the specified activities for the agreed number of WIOA eligible residents of the aforementioned county or counties under the following terms and conditions:

A. Compliance and Performance

1. The Contractor will comply with the Assurances and Certifications contained in this Agreement.
2. The Contractor will operate the program in such a manner as to meet the applicable Program Performance Standards set forth in Attachment "A" to this Agreement.
3. The Contractor will perform the function described with particularity in the Awarded Proposal contained in Attachment "B" of this Agreement.
4. The Contractor will provide documentation of performance and/or expenditures to allow for payment as specified in the Payments Through Grant Funds section contained in Section II of this Agreement.

B. Maintenance of Documents

1. The Contractor will maintain all documents, records of accounts, records of personnel, time sheets and financial records, and will submit such reports as required by BGWDB and/or the Cabinet to assure proper accounting for all funds under this Agreement.
2. BGWDB, pursuant to applicable law, including KRS 61.870 et.seq. specifically reserves the right to have access to any books, documents, papers, and records of the Contractor which are pertinent to this specific Agreement.
3. The Contractor will make all pertinent records available for monitoring and/or audit purposes to BGWDB or to its fiscal agent, to the Cabinet, the United States Department of Labor, or the Comptroller General of the United States.

4. The Contractor will retain hard copies of all records pertinent to this Agreement, including financial and statistical records, participant records and supporting documents, for a period of three (3) years. The retention period will begin on the date of submission by the Contractor of the final expenditure report for this Agreement. If, prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Contractor shall retain the records beyond the original three-year period until the litigation, audit findings, or claim has been finally resolved.

5. The Contractor agrees to assure the confidentiality of all information, whether written or verbal, provided by or about any client seeking or receiving services under this contract except as approved and authorized in writing by the client, or as otherwise authorized by law in accordance with the provisions of the Privacy Act 1974, P.L. 93-579, (5 USC 552a).

6. The Contractor agrees to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and participants, where applicable.

C. Accountability

1. The Contractor will determine and assign costs and/or payments in accordance with the accounting methods used by BGWDB or the fiscal agent, and will submit appropriate documentation as required by BGWDB or the fiscal agent to support such costs and/or payments upon request.

2. The Contractor agrees to provide all applicable Management Information System (MIS) Reports within five (5) consecutive calendar days and all Fiscal Reports within ten (10) consecutive calendar days of the end of a report period.

3. The Contractor will submit the final invoice for services rendered under this Agreement no later than fifteen (15) consecutive calendar days after the expiration date of this Agreement, unless a written request for waiver of this deadline is submitted by the Contractor and approved by BGWDB fifteen (15) days prior to the expiration date of the Agreement.

4. The Contractor will respond in writing to the Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by BGWDB. Unless an extension of time is expressly granted, the Response shall be submitted to BGWDB within thirty (30) consecutive calendar days after the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. BGWDB will consider the Contractor's Response and any additional information provided by the Contractor when determining whether or not specific payments and/or expenditures should be allowed.

5. The Contractor agrees to be accountable to BGWDB and to make suitable reimbursement of any expenditures which are disallowed.

6. The Contractor agrees to accept responsibility for any audit exceptions arising from its failure to comply with the terms of the contract, including all laws and regulations applicable to federally funded activities.

7. The Contractor agrees to comply with audit requirements as contained in the U.S. Department of Labor's approved State Audit Plan, and as set forth in OMB A-133 as amended, policies pertaining to the Act which are established by the BGWDB or Education Cabinet - Department for Workforce Investment - Office of Employment & Training - Division of Workforce & Employment Services, whichever is applicable; and advise the BGWDB and the fiscal agent of the procedures to be used in complying with the audit requirements.

Up to ten-percent (10%) of the contract amount may be withheld by the BGWDB until after audit results are completed, as necessary.

8. For any breach of the above terms and conditions, the Contractor hereby obligates itself to hold harmless, defend and indemnify BGWDB, the fiscal agent, and the Cabinet from any suits or damages arising there from, including but not limited to payment of any settlement, court costs, judgments, attorney fees, and all other related costs. This hold harmless clause in no way affects, supersedes or diminishes any other rights or claims by BGWDB or the fiscal agent against the Contractor or any options or rights of BGWDB or the fiscal agent arising from other sources of law; all such rights and remedies are to be collective, and may all be exercised simultaneously and action and judgment acquired under all. It is understood and agreed moreover that, in the event enforcement of this hold harmless clause is required, BGWDB shall, without interference or input by the Contractor, control the employment of counsel, the conduct of the law suit or settlement negotiations, and all other attendant matters. Finally, this hold harmless clause shall not affect any limitation of the Contractor's liability established or required by the KRS or other sources of law. This subparagraph is not applicable to State Agencies under the jurisdiction of the State Board of Claims, whose tort liability may be limited to an award from said Board.

9. In no event shall BGWDB or the fiscal agent be responsible for, or liable to, any third party, included in this Agreement, for any damages of any type including liquidated, proven, compensatory, or real, arising from, or in any way associated with or attendant to, the failure of the Contractor to fulfill any obligations, contracts, subcontracts, agreements, or other responsibilities. The cancellation for cause or convenience of this Agreement, and the imposition of any directions or restrictions upon the Contractor by BGWDB, shall both be covered by this clause. This subparagraph is not applicable to State Agencies under the jurisdiction of the State Board of Claims.

10. It is hereby expressly understood and agreed that if at any time BGWDB must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, or for audit or complaint of violations by or against WIOA-funded employees or participants for any reason whatsoever, they, the Contractor or legal and court costs attendant to or arising from or associated with such action, if the action by BGWDB is ultimately

successful; but nothing contained herein shall prevent BGWDB from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of BGWDB. If, however, the Contractor's liability is governed by KRS 44.070 - 44.160 and/or 45A.245 - 45A.275., those statutes shall prevail over other provisions of this paragraph. Specifically, the tort liability of State Agencies under the jurisdiction of the State Board of Claims may be limited to an award from said Board.

11. It is understood and agreed to by the parties to this contract that the work is to be done and performance goals are to be achieved as stated in the narrative and in all clauses and attachments, which are made a part of this contract.

Failure to adhere to contract terms, clauses, and attachments shall result in a required Corrective Action Plan, which shall include the dates by which improved performance may be expected.

The Contractor has ten (10) working days from receipt of notification in which to respond with a written Corrective Action Plan acceptable to BGWDB or correction of the deficiencies, or with just cause for contract modification. If the Contractor does not respond within the appointed time, or does not present an acceptable written response, BGWDB may immediately modify, suspend or terminate this contract.

Any contract failing to meet one or more of the participant performance outcomes by more than 15% shall be considered a failed contract. In this event, BGWDB shall require the Contractor to present a full and complete proposal with a Corrective Action Plan acceptable to BGWDB prior to any possible consideration for additional contracts.

12. The Contractor agrees to assure that a fidelity Bond has been properly executed to ensure that its employee(s) who is (are) authorized to receive or deposit funds, issue financial documents, checks, or other instruments of payment for program costs shall be bonded against loss. The bond shall be sufficient to cover the maximum sums handled under this contract; and a copy must be provided to the BGWDB before any payment can be made under this contract. The BGWDB must be named as a loss payee for such funds received under this contract.

13. The Contractor agrees to establish and maintain a grievance procedure for grievances or complaints about programs and activities from participants and other interested persons.

14. The Contractor agrees to provide WIOA participants with Worker's Compensation coverage in accordance with State law, where applicable. Where participants are not required to be covered under the State Worker's Compensation Law, they shall be provided with adequate on-site medical and accident insurance.

15. The Contractor agrees to assure all participants a safe work place and assure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, 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.

16. No funds available under this contract may be used for contributions on behalf of any participant to retirement systems or plans.

17. The Contractor agrees to comply with the following regarding WIOA marketing and media releases:

a) All media releases and publicity concerning any funded program will clearly identify that such a project is supported by the BGWDB;

b) All brochures and other promotional material paid wholly or in part with WIOA funds will have prior approval of the BGWDB and will include the BGWDB logo; and

c) All WIOA marketing releases will be in compliance with applicable federal regulations.

18. The Contractor agrees to list all jobs/positions created as a result of this agreement and to require all subcontractors of this agreement to list all job employment openings with the local Kentucky Career Center.

II. PAYMENT THROUGH GRANT FUNDS

BGWDB will compensate the Contractor, subject to actual availability of funds received by the fiscal agent as part of its Federal Grant through the Cabinet. The total amount of compensation payable to the Contractor under this Agreement shall not exceed the sum of **\$150,000** including any earned incentives for delivery of services, as specified in the Incentive Awards listed below, during the period from August 1, 2015 to June 30, 2016.

The BGWDB reserves the right to renew grant agreements for up to two additional one-year periods based on the delegate agency's achievement of benchmarks, funding availability, ability to leverage funds, compliance with WIOA and the renewal's conformity with the BGWDB's vision for the Bluegrass Area Workforce System. All youth are expected to be exited by June 30, 2016. Follow-up services are required for a minimum of twelve (12) months following termination from the program, documenting placement in employment/education/training. Follow-up services are required to allow for continuity of services during and after enrollment.

Selected providers will be required to submit monthly reports that document participant outcomes on key benchmarks, as it relates to WIA/WIOA common measures. Each contractor will be required to participate in the annual Steps to Success Youth Leadership Summit. Each contractor will be required to have the Youth Coordinator and enrolled youth participate in Professional Development classes as arranged by the BGWDB.

BGWDB reserves the right to remove or withdraw encumbered funds allocated to the Contractor in the event of the occurrence of vacancy credit monies and to reduce pertinent budget items on a prorata basis for performance failure.

In the event the Contractor cannot meet any or all of the obligations placed upon it by terms of this Agreement, the Contractor shall immediately notify the Director of Workforce Services in writing. The Director of Workforce Services or a designee shall make reasonable efforts to assist the Contractor in meeting its obligations under the Agreement. If within thirty (30) consecutive calendar days the Contractor remains unable to comply with its obligations under this Agreement, the Contractor shall seek modification in accordance with the procedures set forth in Section III of this Agreement. Nothing in this paragraph shall be interpreted as limiting the right of BGWDB to terminate this Agreement in the manner set forth in Section IV of this Agreement.

BGWDB reserves the right to withhold compensation when the Contractor fails to submit any reports delineated in this Agreement.

A. Base

An \$80,000 base will be awarded if the contractor is on target with planning objectives. The contract will be for up to 40 youth, in which all of those youth must be eligible to obtain a high school diploma or GED by June 30, 2016. The \$80,000 maximum is based on serving 40 youth. A \$2,000 deduction will occur in the base for each youth that is not certified and enrolled by December 31, 2015.

All WIOA funds must be spent on allowable WIOA activities.

B. Incentive Awards

The Contractor can also earn up to \$40,000 in additional funding for youth that attain performance measures. The \$40,000 maximum is based on serving 40 youth. If the contractor serves less youth the maximum for additional funding is lowered by \$1000 per youth.

1. Goals - WIOA

Literacy and Numeracy– (For out of school youth only – All out of school youth MUST be pre-tested prior to enrollment). A literacy and numeracy goal must be set if a youth tests below a grade level of 8.9. Contractors will receive \$500 for each literacy and numeracy goal that is set and attained. Definition of attainment will be increasing one or more educational functioning levels. A literacy and numeracy goal can be set for reading or math. The allowable tests for this goal are TABE or Work Keys. The same pre- test and post- test must be used.

2. Credential – WIA/WIOA

High School Diploma or GED – Contractor will receive \$500 for each high school diploma or GED obtained by a youth. Payment will be made once diploma or GED is submitted.

3. Follow Up (12 month) - WIOA

Youth Placement in Employment/Education – The percentage of youth who are in education/training activities or in unsubsidized employment in the 2nd quarter after exit.

Youth Retention in Employment/Education – The percentage of youth who are in education/training activities or in unsubsidized employment during the 4th quarter after exit.

Median Earnings – The median average earnings of youth who are in unsubsidized employment in the 2nd quarter after exit.

C. Work-Based Learning Funds

An additional \$30,000 in funding is available for work-based learning.

WIOA requires that not less than 20% of funds allocated to the local area must be spent on activities supporting paid and unpaid work experience that have as a component academic and occupational education. This may include, summer employment, and other employment opportunities available throughout the year such as pre-apprenticeship programs, internships, job shadowing and on the job training opportunities. Accordingly, the BGWDB requires that **all programs incorporate work-based learning strategies** and devote the allotted funds to these initiatives. According to the Training Employment and Guidance Letter WIOA No, 23-14, Operating Guidance for the Workforce Innovation and Opportunity Act, “program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experience.” These work-based learning strategies must serve as a next step in career development, whether the desired outcome is employment or enrollment in post-secondary education or advanced training.

Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences are designed to enable youth to gain exposure to the world of work and its requirements and may include internships and job shadowing. Work experience should be designed to help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with opportunities for career exploration and skill development and not exclusively to benefit the employer.

Work experience must occur with a private sector employer when the assessment and youth service strategy (YSS) indicate that work experience is appropriate. Internships and job shadowing can occur with a public or private sector employer as part of an educational opportunity, as indicated on the youth service strategy (YSS). Contractors will be responsible for identifying and approving work experience sites, providing orientation to work site supervisors and participants, completing a host agency agreement, monitoring and documenting work experience activities and progress, maintaining time sheets and payroll of the participants, and reporting as requested.

D. Annual Steps to Success Youth Leadership Summit

Each contractor is required to have a minimum of 80% youth attend the annual Steps to Success Youth Leadership Summit. This will include all youth who have been enrolled during the current program year (August 3, 2015 – June 30, 2016) or who are currently in the follow up process.

III. MODIFICATIONS TO AGREEMENT

The Contractor agrees to make no changes or modifications to this Agreement without the prior written permission of BGWDB. Contract modifications will be limited to one (1) modification per quarter. No modification will be accepted after December 31, 2015. The Contractor also acknowledges that this Agreement may be subject to modification should it be in the best interest of BGWDB. Modifications requested by the Contractor will be granted only at the discretion of BGWDB. Any services rendered or purchases made prior to approval of the modification will not be reimbursed. No qualification shall be required to substitute a successor fiscal agent if for any reason BGADD is not renewed as fiscal agent and grant recipient for WIOA funds for the next fiscal year, and such new fiscal agent shall simply be required to sign a copy of this agreement and provide it to Contractor. Such a substitution shall not entitle Contractor to re-negotiate the terms of this Agreement.

IV. CANCELLATION OF AGREEMENT

- A. For Convenience: This Agreement may be terminated or canceled upon thirty (30) calendar days' notice by BGWDB when it is found to be in the best interest of BGWDB to do so. Within five (5) consecutive calendar days of notice of cancellation, the Contractor shall submit to BGWDB for its review and consideration of a proposed schedule of planned expenditures and activities for the thirty day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of BGWDB.
- B. For Cause: Should the Contractor fail to follow the terms and conditions of this Agreement, such action shall allow the District to terminate or cancel this Agreement.
- C. The Contractor may terminate or cancel this Agreement upon thirty (30) calendar days' notice in writing by the Contractor. The Contractor may modify this Agreement prior to December 31, 2015, as indicated in Section III of this Agreement. Any modification or cancellation of this Agreement after December 31st could negatively affect the Contractor when applying for future funds.

V. ASSURANCES AND CERTIFICATIONS

- A. Assurances and Certification: Acknowledge the BGWDB will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this contract, the Contractor hereby certify and assure that they will fully comply with all the following:

Use of funds provided through this contract will be in accordance with the WIOA, applicable regulations and any amendments thereto as approved by the Secretary, U.S. Department of Labor.

Training services under this contract will be provided only to WIOA eligible youth. Training will only occur in occupations with a demand for workers.

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.

- B. Occupational Safety and Health: 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.
- C. Nondiscrimination and Equal Opportunity: Assure compliance with the Cabinet's Methods of Administration, Nondiscrimination and Equal Opportunity Assurance and any other Nondiscrimination and Equal Opportunity Requirements of WIOA which are currently in place or which shall be implemented during the term of this contract. Such requirements include but are not limited to:
 - 1. Agree not to discriminate against any employee or applicant for employment because of disability, race, religion, color, national origin, sex, or age. The stated parties will take affirmative action to ensure that applicants are employed and that employees are treated without regard to their disability, race, religion, color, national origin, sex, or age. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The stated parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. Will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to disability, race, religion, color, national origin, sex, or age.
 - 3. Will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The stated parties 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. Will comply with all provisions of Executive Order No. 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), and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
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 canceled, terminated or suspended by the BGWDB in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 of 24 September 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), and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Furthermore, in the event the Contractor's Nondiscrimination and Equal Opportunity Requirements statistical analysis, as required by the Cabinet's Methods of Administration, indicates possible noncompliance, OET has the authority to inspect the state parties' documents and impose or recommend corrective action.
6. 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 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. 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.
7. Agree to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to

- whom services are rendered and to applicants for such services during the performance of this MOA.
8. Agree to 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.
 9. Agree to comply with the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101, et seq.
 10. As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIOA, the Contractor also assure that they will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), and the current or future regulations implementing the law which prohibit 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;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs or activities.
- D. Will also comply with 29 CFR part 37 and all other 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 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.
1. The Contractor agrees 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 contract.
- E. Certification on Lobbying: Certify that for the preceding contract period, if any, and for this current contract 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. In connection with the awarding 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.
 3. 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.
 4. 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.
 5. 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.
- F. Certify the following regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions:
1. That neither Contractor 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. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

- bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this sections; and
 4. Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.
 5. 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 BGWDB.
- G. Drug-free workplace: Agree to comply with provisions of 41 U.S.C. §701 and 29 CFR Part 94 in providing a drug-free workplace.
- H. Access to and Maintenance of Records:
1. Agree that the BGWDB, the fiscal agent, the Cabinet 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 access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions and for monitoring and evaluation purposes.
 2. The Contractor 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(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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.
 3. Agree to permit staff of the BGWDB, the Cabinet, persons acting for the Cabinet, and/or staff designated by appropriate federal agencies, to monitor and evaluate services being performed. The Contractor also agrees to submit all records and documentation of service provisions in regard to subcontracted services when requested for monitoring purposes.
 4. Agree to assure the confidentiality of all information, 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 in accordance with the provisions of the Privacy Act of 1974, P.L. 93-579, (5 USC 552a). 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.

5. Agree to maintain all records pertaining to this contract for a period of not less than three (3) years after all matters pertaining to this contract (i.e., 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).
 6. Agree to maintain records, including case notes, in the Employ Kentucky Operating System (EKOS) sufficient to identify the results of the service provided each individual and for use in evaluating the effectiveness of the total program. In addition, the Contractor will ensure all required data and case notes related to the responsibilities of the Contractor are entered into EKOS at the time of service, or within ten (10) business days and shall submit programmatic, financial and other reports as required by the BGWDB.
- I. Agree that performance of this contract 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 § 874) as supplemented in Department of Labor regulations (20 C.F.R. Part 3).
 3. The Davis-Bacon Act (40 U.S.C § 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 § 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 § 7606), section 508 of the Clean Water Act (33 U.S.C § 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. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. States must describe the policies and strategies in place to ensure that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded in whole or in part by the U.S. Department of Labor. In addition, the 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:** In the case of any assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 USC 10a et seq.). See WIOA Section 502—Buy American Requirements.
10. **Salary and Bonus Limitations:** None of the funds appropriated under the heading 'Employment and Training' in the appropriation statute(s) may 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. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133 (codified at 29 CFR Parts 96 and 99). 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. See Public Law 113-76 (Division H, Title I, Section 105), and Training and Employment Guidance Letter number 05-06 for further clarification. TEGL No. 05-06 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262. (The payment of bonuses is prohibited.)
11. **Executive Order 13333:** This agreement may be terminated without penalty for: "(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. **Special Requirements for Conferences and Conference Space:** The Contractor must obtain prior approval from the BGWDB before holding any conference (which includes meeting, retreat, seminar, symposium,

training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending WIOA funds, signing contracts for space or services, announcing BGWDB's, the Cabinet's or USDOL's involvement in any conference, and using BGWDB, the Cabinet or USDOL official's name or BGWDB, the Cabinet's or USDOL's name or logo. BGWDB retains the right to obtain information from the Contractor 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.
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.
15. 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.
16. 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:

- a. "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."
17. Grant access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.
18. Retain all required records for three (3) years after grantees or sub-grantees make final payments and any pending matters are closed.
19. 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.
20. 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 BGWDB'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>.

J. Indemnity

- a. Indemnify the BGWDB and its fiscal agent(s) from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts or omissions of the Contractor, its agents, employees, licensees, or invitees that result in injury to persons or property. Provided, however, in the event the Contractor is 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

Contractor is legally prohibited from entering into an indemnity agreement, the Contractor shall hold the BGWDB and its fiscal agent(s) harmless from all loss, liability, claims, expenses, actions, causes of action, costs, damages and obligations arising from any and all acts or omissions of the Contractor, 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.

WITNESS the Agreement of the parties hereto as attested by their signatures affixed hereon, the day, month, and year first above written.

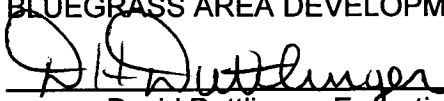
AUTHORIZING ENTITY:
BLUEGRASS WORKFORCE DEVELOPMENT BOARD



Tracy Pratt-Savage, Chairperson

7/28/15
DATE

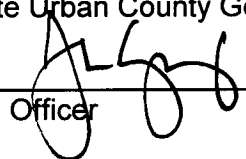
FISCAL AGENT:
BLUEGRASS AREA DEVELOPMENT DISTRICT, INC.



David Duttlinger, Executive Director

8-25-15
DATE

CONTRACTOR:
Lexington-Fayette Urban County Government

BY: 

Officer

8/10/15
DATE

ATTACHMENT "A"

Youth Measures

Common Measures

WIA and WIOA establish a comprehensive performance accountability system in order to optimize the return on investment of federal funds and to assess the effectiveness of local areas. The Department of Labor announced that WIOA performance measures will go into effect on July 1, 2016. For the contract period of August 3, 2015 through June 30, 2016, the WIA performance measures will remain in effect. Under WIOA the literacy and numeracy measure was eliminated and additional measures of retention, median earnings and skills gains were added. It is important to note that once an individual is registered into WIOA, the participant will also be counted in the federal WIOA performance measures.

Below is the WIOA/WIOA youth (16-24) performance measures that the BGWDB is held to:

WIA Performance Measures

Placement in Employment or Education: 60% PY 2015 Goal

The percentage of youth who are employed, in post-secondary education, the military or advanced training in the first quarter after exit.

Attainment of a Degree or Certificate: 70% PY 2015 Goal

The percentage of youth who attain a diploma, GED or certificate.

Literacy and Numeracy Gains: 65% PY 2015 Goal

The percentage of basic skills deficient youth who increased to the next educational functioning level in math or reading.

WIOA Performance Measures

Placement in Employment or Education: TBD PY 2016 Goal

The percentage of youth who are in education/training activities or in unsubsidized employment in the 2nd quarter after exit.

Retention in Employment or Education: TBD PY 2016 Goal

The percentage of youth who are in education/training activities or in unsubsidized employment during the 4th quarter after exit.

Median Earnings: TBD PY 2016 Goal

The median earnings of youth who are in unsubsidized employment in the 2nd quarter after exit.

Credential Attainment: TBD PY 2016 Goal

The percentage of youth who obtain a recognized post-secondary credential or a secondary school diploma/GED during participation or within 1 year after exit.

Skills Gain: TBD PY 2016 Goal

The percentage of youth who are in an education/training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skills gains.

Contracts may be renewed based on performance outcomes.

ATTACHMENT "B"

Copy of Proposal

RESOLUTION NO. 513 -2015

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE BLUEGRASS WORKFORCE INVESTMENT BOARD, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$140,000.00 FEDERAL FUNDS, AND ARE FOR THE OPERATION OF A WORKFORCE INVESTMENT ACT PROJECT FOR LOW-INCOME AND AT-RISK YOUTH AGES 16-24, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF A LOCAL MATCH IN THE AMOUNT OF \$9,630.00 WHICH WILL BE PROVIDED FROM DOCUMENTATION OF YOUTH SERVICES EMPLOYEE WAGES, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Bluegrass Workforce Investment Board and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of \$140,000.00 Federal funds, are for the operation of a Workforce Investment Act Project for low-income and at-risk youth ages 16-24, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of a local match in the amount of \$9,630.00 which will be provided from documentation of Youth Services employee wages.

Section 2 - That subject to the provisions of Ordinance No. 22-79, the Mayor is hereby authorized, in his discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 27, 2015


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL