



Request For Proposal

Louisville/Jefferson Co Metro Government

Bid Number: 1943

Revision: 0
Date: 23-NOV-09

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:

Office for Management & Budget - Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 10-DEC-09

Description

- 1 A Request for Proposals for Specialized Training - Dental Assistant training services, per the attached specifications (utilizing American Recovery and Reinvestment Act of 2009 - ARRA funds).

There will be no Pre-Bid Conference scheduled for this project.

DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Dental Careers of Southern Indiana

OFFICIAL'S SIGNATURE: *James R. Rich*

ADDRESS: 1615 Spring St. Ste C
Jeffersonville, IN
47130

PHONE: 502-424-2491

DATE: 12-8-2009

Request For Proposal

Louisville/Jefferson Co Metro Government



Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing

Office for Management & Budget - Division of Purchasing

611 West Jefferson Street - Mezzanine Level

Louisville, KY 40202

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND ONE COPY. The copy should be a complete copy of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number _____ and your Federal Tax Identification Number _____. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number _____.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT (“GFE”) REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBES”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity (“Divisions of Work”) unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate “ALL” in the “Divisions of Work (Bidder Will Self-Perform)” section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email (“Written Communication”) to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

Form GFE-1

LOUISVILLE METRO GOVERNMENT

GOOD FAITH EFFORTS ("GFE")

SUBCONTRACTOR AND SELF-PERFORM WORK LIST

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____

MBE FBE HBE

Total Bid Amount: _____

Email Address: _____

Bid Number: _____

Project Name: _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)
ALL <input type="checkbox"/> (CHECK HERE IF YOU ARE NOT SUBCONTRACTING ANY WORK)

DIVISIONS OF WORK (UNDETERMINED WHO WILL PERFORM)

LEGAL NAME OF ALL SUBCONTRACTORS	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR		
					MBE GOAL (15%)	FBE GOAL (5%)	HBE GOAL (.5%)
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total			\$0.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature of Company Official: _____
Printed Name: _____

Date: _____

Form GFE-2

**LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
MFHBE SUBCONTRACTOR GFE LOG**

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____ **Bid Total:** _____

Bid Number: _____ **Project:** _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	

Other Good Faith Efforts (Attach Supporting Documentation)

Signature of Company Official: _____
Printed Name: _____

Date: _____

Form GFE-3

**LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
SUBCONTRACTOR PAYMENT CERTIFICATION**

DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____ **Total Bid Amount:** _____
Bid Number: _____ **Project Name:** _____

REPORTING MONTH: _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
 502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)				CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)		
			Date	Payment Amount	Retainage		Invoice Date	Payment Amount	Retainage
ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Canceled Checks)			Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
			Date	Payment Amount	Retainage		Date	Payment Amount	Retainage
						<input type="checkbox"/>			
						<input type="checkbox"/>			
						<input type="checkbox"/>			
						<input type="checkbox"/>			
						<input type="checkbox"/>			

Signature of Company Official: _____

Date: _____

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number _____

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting Contract.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act (ORA), should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA”) funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A “prime recipient” is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A “subrecipient” is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A “vendor” is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government (“Metro Government”). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

REQUIRED FEDERAL TERMS

Per 45 CFR 92.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Health and Human Services Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with 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).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
5. Energy Conservation - The Contractor agrees to comply with 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. See KRS 45A.351.
6. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Health and Human Services and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Health and Human Services.
7. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Health and Human Services and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Health and Human Services.
8. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
9. Copyrights –

- a. The United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

10. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Health and Human Services is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Health and Human Services, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Health and Human Services.

11. The Contractor agrees that the reporting requirements contained in 45 CFR 92.40 and 92.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.

12. Per 45 CFR 92.35:

The contractor certifies as follows:

The contractor certifies that it nor its affiliates are debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The certification in this clause is a material representation of fact relied upon by The United States Department of Health and Human Services. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to the United State Department of Health and Human Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government ("Metro Government"). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations

under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects

funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

11/23/2009



Louisville
Metro Government

**Department of Housing & Family Services
Community Action Partnership Division**

Request for Proposal Number 1943

**Request for Proposal for
Specialized Training Services – Dental Assistant Training**

11/23/2009

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REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Bidders**
- II. General Provisions**
- III. Hold Harmless Agreement and Insurance**
- IV. General Specifications**
- V. Evaluation Criteria**

SECTION I.

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government (“Metro Government”) is now accepting proposals for **Dental Assistant training**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Office for Management & Budget – Division of Purchasing until 3:00 PM – December 10, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the **3PM deadline on December 10, 2009** will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Louisville Metro Community Action Partnership
ATTN: Lindsay Ranly
810 Barret Avenue, Room 240
Louisville, KY 40204
Phone: 502-574-5155
Email: Lindsay.ranly@louisvilleky.gov

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a “bid”. This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment

for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 **Ability to Meet Obligations:** Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: _____

By: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Date: _____

Louisville/Jefferson County Metro
Revenue Commission Number: _____

Federal ID Number: _____

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:
 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

2. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. **MISCELLANEOUS**

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for and at least 30 days prior to the expiration of any policy(s).

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV

GENERAL SPECIFICATIONS SPECIALIZED TRAINING SERVICES FOR THE CAP SPECIALIZED TRAINING PROGRAM

Request for proposals for specialized Dental Assistant training services, which will be supplied to low-income households meeting the federal poverty guidelines in the Louisville/Jefferson County Metro area per the following specifications:

Dental Assistant Training Requirements

1. Provide Dental Assistant training courses designed for Community Action Partnership students.
2. Training program shall have a written description of the program that includes purpose, goals, and objectives/outcomes, and meets applicable federal and state requirements.
3. Provide written policies and procedures governing the following areas:
 - Student attendance
 - Student grading, including program progression and completion criteria
 - Student record maintenance
 - Student fees and financial aid
 - Student rights and responsibilities
 - Student grievance
4. Provide classroom and clinical instruction and supervision, through lectures, quizzes, tests, activities, videos, skills practice, evaluation and a clinical practicum.
5. Provide supplies required for training including, but not limited to, books, uniforms, and supplies.
6. Provide state certified instructor to train and supervise enrolled students.
7. Provide communication and feedback on students' progress and attendance, including maintenance of a weekly progress log.
8. Maintain an annual completion/graduation of 70% or higher of the students enrolled.
9. Provide classes up to five (5) times per year demonstrating flexibility in days of week and times classes provided.
10. Provide itemized price list for cost per student and percentage discount on services.
11. Assist clients in obtaining employment.
12. Assist CAP in monitoring client employment status at time of completion of training and every ninety (90) days until September 30, 2010.
13. Provide a course curriculum (by week).

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this Request for Proposal will be evaluated on the following selection criteria:

The method of evaluation in determining which proposal will best serve Louisville/Jefferson County Metro's interest will include but is not limited to the following criteria. All proposals will be carefully considered within the framework of these specifications and all other relevant factors as determined by the Louisville/Jefferson County Metro Government.

- **Total cost of all services provided – 50%**
- **Ability to provide services per specifications listed above – 25%**
- **Provider's general experience and reputation – 15%**
- **Demonstration of vendor's commitment to low-income programs as measured by its offers of sponsorship – 10%**

Proposals will be reviewed by a committee consisting of representatives from:
Louisville Metro Community Action Partnership

Metro reserves the right to award one or multiple contracts.

The services provided shall be performed pursuant to Community Action Partnership's contract with the Cabinet for Health and Family Services, CSBG-ARRA Document ID No: PON2 736 0900012341, attached hereto as Exhibit A, and the terms and conditions as set forth in Exhibit A are applicable and binding to a fully executed agreement resulting from this proposal.

Louisville Metro
Community Action Partnership
Specialized Training Services
Bid Pricing

Standard Specialized Training Services

Please attach price listing.

Average number of participants per class: _____ (participants)

Special Discounts offered: Y or N Discount off service pricing: _____

Number of jobs this contract may sustain/create if contract is awarded:

_____ Jobs Sustained _____ Jobs Created

Document to demonstrate offers of sponsorship and commitment to low income programs.

Document explaining general experience and reputation, such as references.

EXHIBIT A

**Cabinet for Health and Family Services
Department for Community Based Services
Division of Family Support**

**David McAnally, Contract Specialist
Cabinet for Health and Family Services
Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-B
Frankfort, KY 40621
Telephone: 502 / 564-3556 ext. 4570
Fax: 502 / 564-0328
E-mail: David.McAnally@ky.gov**

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Section 1 – Administrative Overview

1.00– Purpose and Background

To provide services pursuant to the Community Services Block Grant (CSBG) Program, and the American Recovery and Reinvestment Act, which are designed for employment-related services and activities that create and sustain economic growth in communities in keeping with the requirements of the CSBG Act. The CSBG program is an anti-poverty block grant that provides States and Indian Tribes with funds to combat and lessen poverty in communities.

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act (Recovery Act). The Recovery Act provided additional funding for the Community Services Block Grant program for FFY 2009 (hereinafter “CSBG Recovery Act Funding”).

Under the Recovery Act, organizations receiving CSBG funding are required to utilize the funding for carrying out activities under sections 674 through 679 of the Community Services Block Grant Act. Eligible entities are to use funds to provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health to combat the central causes of poverty. In meeting the intent of the CSBG Recovery Act Funding, eligible entities are to focus on creation of jobs to promote economic recovery and the provision of assistance to those most impacted by the recession. Short-term and long-term services and activities should be directed toward innovative projects that help targeted populations to economic self-sufficiency for the long-term.

The Cabinet for Health and Family Services is the State agency designated to administer the Community Services Block Grant (CSBG) in the Commonwealth of Kentucky. The CSBG programs are governed by 42 U.S.C. Section 9901 et seq. The Recovery Act Funding is governed by Public Law 111-5. The CSBG Recovery Act funds are provided through the U.S. Department for Health and Human Services (HHS), Office of Community Services (OCS).

The Cabinet for Health and Family Services (CHFS), hereinafter referred to as the “Cabinet,” intends to avail itself of the services of Louisville Metro Community Action Partnership, hereinafter referred to as the “Second Party.” The Second Party shall provide services pursuant to the grant in Jefferson County.

1.01– Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services (DCBS), is issuing this Contract on behalf of the Division of Family Support. The DCBS is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this Contract.

1.02–Communications

The Contract Specialist named below is the point of contact for communications concerning contract issues.

David McAnally
502 / 564-3556 ext. 4570
Fax – 502 / 564-0328
E-mail – David.McAnally@ky.gov

1.03—Terminology

For the purpose of this Contract, the following terms may be used interchangeably;

- Proposer, Offeror, Contractor, Provider, Second Party, or Vendor
- Contract Specialist, Buyer, Purchaser, or Contract Officer
- Proposal, or Offer
- Commonwealth of Kentucky, Commonwealth, State of Kentucky, or State
- Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04—Organization

This contract is organized in the following manner:

Section 1—Administrative Overview / General information regarding the objectives of the Contract.

Section 2—Scope of Work / Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 3—Terms and Conditions of the Contract / Terms and Conditions under which the Contractor shall perform this Contract.

Section 4—CHFS Standard Terms and Conditions of Memorandum of Agreements

Exhibits— Procurement Requirements

Exhibit A Required Affidavit For Bidders Or Offerors

Section 2—Scope of Work – Services Required

All Services provided by the Second Party pursuant to this Section 2 shall be provided in the following counties: Jefferson County.

2.00-Scope of Work

In accordance with the CSBG Recovery Act Funding, the Second Party shall perform the services described as follows:

1. Provide services and activities to assist the low-income local communities, working through a network of community action centers and other neighborhood-based areas, to reduce poverty, revitalize communities, empower lower income families and individuals in rural and urban communities to become self-sufficient.
2. Provide a range of innovative services and activities that focus on the preservation and creation of jobs, which are designed to promote economic recovery and the provision of assistance to those most impacted by the recession.
3. Provide short-term and long-term services and activities that are directed towards projects that help target populations to achieve economic self-sufficiency for the long – term.

4. Provide activities designed to assist low-income, elderly, migrant or seasonal farm workers, homeless individuals and families or individuals and families impacted by the recession that:
 - a. Meet the specific needs of the community;
 - b. Meet the short-term and long-term economic and employment needs of individuals, families and their community; and
 - c. Make meaningful and measurable progress toward the reform goals of the Recovery Act with special attention to creating and sustaining economic growth and employment opportunities.
5. Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of services.
6. Develop and promote economic development activities, which are designed to result in participants becoming more economically productive members of their community.
7. Provide education, job counseling, and technical assistance on compliance with equal opportunity legislation for individuals and community organizations, both private and public.
8. Coordinate services with other service providers within the service area to prevent duplication of services.
9. Provide assistance to those individuals and families transitioning from the Temporary Assistance for Needy Families (TANF) Block Grant Cash Assistance Program.
10. Inform individuals of available child support programs and refer individuals to the local child support offices for services
11. Conduct outreach, community organization, community planning, and advocacy.
12. Expend the program income or donations received in the service area for which they were intended during the same budget period in which the income or donation is received.
13. Comply with all applicable Federal and State Laws and Regulations for services provided under this contract, including but not limited to Public Law 111-5, 42 USC 9901-et seq, the Community Services Block Grant; KRS 273.405 through 273.453; 922 KAR 6:010; 45 CFR Part 74 (except where state procedure, including Kentucky Administrative Regulations, specifically exclude certain sections of Part 74); and OMB Circulars A-87, A-110, A-122, A-133 and 45 CFR Part 92, in their entirety, where appropriate.

2.01-Deliverables

In accordance with the CSBG Recovery Act Funding, the Second Party shall perform the services described as follows:

1. Perform the functions described in the Second Party's Approved SFY 2010 CSBG Recovery Act Plan and Budget Proposal (which is on file with the Department for Community Based Services, Division of Family Support) within any federal budgetary

limitations for the period July 1, 2009 through September 30, 2010. The Approved SFY 2010 CSBG Recovery Act Plan and Budget Proposal is incorporated by reference, as if fully set forth herein.

2. Complete the Goals and Objectives, as set forth in the Approved CSBG Recovery Act Plan and Budget Proposal, within the allotted time frames for each service funded by this contract.
3. Adhere to the approved budget, as set forth in the Approved CSBG Recovery Act Plan and Budget Proposal, for every service provided and funded in this contract.
4. Comply with provisions of the CSBG Recovery Act State Plan. The Contractor hereby acknowledges that a copy of the CSBG Recovery Act State Plan has been provided. If another copy is needed, it may be obtained by writing the:

CSBG Policy Analyst
Cabinet for Health and Family Services
Department for Community Based Services
Division of Family Support
275 East Main Street, 3E-I
Frankfort, KY 40621-0001

2.02 – Goals and Objectives

In accordance with the CSBG Recovery Act Funding, the Second Party shall adhere to the following Goals and Objectives:

The Second Party shall adhere to the Federal Goals and Agency Outcome Measures from the SFY 2010 CSBG Recovery Act Solicitation Packet, which is incorporated by reference, as if fully set forth herein.

There are six (6) federal ROMA Goals that must be followed by the CAA's. Goals are statements that describe what the CAA network and consumers are attempting to achieve. The six (6) federal goals are:

- Goal 1. Low-income people become more self-sufficient.
- Goal 2. The conditions in which low-income people live are improved.
- Goal 3. Low-income people own a stake in their community.
- Goal 4. Partnerships among supporters and providers of services to low-income people are achieved.
- Goal 5. Agencies increase their capacity to achieve results.
- Goal 6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.

2.03 – Reporting Requirements

In accordance with the CSBG Recovery Act Funding, the Second Party shall be responsible for the following Reporting Requirements:

1. Submit quarterly reports for the CSBG ROMA Goals and Outcomes.

2. All Community Action Agencies, with the exception of the Community Action Council for Lexington-Fayette, Bourbon, Harrison & Nicholas Counties, shall utilize the CASTINET Reporting System for Federal and State reporting purposes.
3. CSBG ROMA Goals and Outcomes Quarterly Reports are to be submitted no later than the fifth day of the month following each quarter beginning July 2009. These reports shall be submitted simultaneously to:
 - (1) CSBG Policy Analyst
Cabinet for Health and Family Services
Department for Community Based Services
Division of Family Support
275 East Main Street, 3E-I
Frankfort, KY 40621-0001
 - (2) Community Action Kentucky (CAK)
Attn: Candace Mattision
101 Burch Court
Frankfort, KY 40601
4. For additional reporting requirements pursuant to Section 1512 of the Recovery Act, refer to section 5.09 of this agreement. Second Party shall submit the report no later than the fifth day of the month following each quarter beginning July 2009. These reports shall be submitted simultaneously to:
 - (1) CSBG Policy Analyst
Cabinet for Health and Family Services
Department for Community Based Services
Division of Family Support
275 East Main Street, 3E-I
Frankfort, KY 40621-0001
 - (2) Community Action Kentucky (CAK)
Attn: Candace Mattision
101 Burch Court
Frankfort, KY 40601
5. Respond to a Statement of Deficiencies submitted by the Cabinet for Health and Family Services by submission of and compliance with a Corrective Action Plan based on monitoring results.
6. Submit a written request for approval for any Budget variation which will exceed ten percent (10%) in cost category totals (personnel, travel, administrative cost, and other costs) as reflected in approved Recovery Act Plan and Budget. The Cabinet has the option to either: (1) prepare a contract amendment if the change is substantial, or (2) provide a written letter of approval if the change is minor. No contract modification may be requested by the Second Party during the last thirty (30) days of the contract. A program specific budget revision (only) may be submitted for review and Cabinet approval until 6/30/10 close of business.
7. Any Contractor determined to be a "Sub-recipient" and which expends \$500,000 or more in Federal Funds, from all sources, is required to have performed a specific type of audit by an independent auditor as mandated by the Office of Management and Budget

(OMB) Circular A-133, and as indicated in Section 4.30 of this agreement.

A) For DCBS Reporting Requirements:

- i) A-133 Audit Engagement Letters are due 90 days prior to the Sub-recipient's fiscal year end.
- ii) A-133 Audit Reports are due to DCBS the earlier of:
 - 1) 30 days after the Sub-recipient receives the report from the independent auditor, or
 - 2) No later than 9 months after the Sub-recipient's fiscal year end.

B) All A-133 Audit Reports, Engagement Letters, Requests for Extensions, and all other correspondence related to the A-133 Audit shall be sent to:

Director, Division of Administration and Financial Management (DAFM)
Department for Community Based Services
Cabinet for Health and Family Services
275 East Main Street, 3W-C
Frankfort, KY 40621

2.04—Payment and Invoicing Requirements

The Second Party shall submit monthly invoice statements, no later than the 25th of every month, for reimbursement of services performed during the previous month. These invoices are to be completed in a manner prescribed by the Cabinet and submitted to the following address:

David McAnally
Cabinet for Health and Family Services
Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-B
Frankfort, KY 40621
Fax: 502 / 564-0328

All monthly invoices for reimbursement must be accompanied by Attachment B-1 from the Solicitation Packet showing a breakdown of the cost categories for the previous month's CSBG expenditures.

2.05—Monitoring Requirements

The Second Party hereby acknowledges that each CSBG eligible entity must be monitored at least every three (3) years in accordance with 42 U.S.C. 9914(a)(1) & 9915. The Cabinet uses standardized monitoring procedures to conduct an onsite and/or desk review(s) of each eligible entity at least once every three (3) years to determine whether program contractors have met the performance goals, administrative standards, financial management requirements, and other requirements of the State and the appropriate Federal funding source. Within fifteen (15) days of completion of a monitoring review, the Cabinet's Contract Monitoring Section located within the Division of Administration and Finance Management (DAFM) will provide a written report to the agency and its governing board regarding any deficiencies or concerns (922 KAR 6:010).

2.06— Performance and Evaluation

The Quarterly ROMA Outcomes of Efforts Report reflects the indicators selected and outcomes achieved by the agency. ROMA Outcomes of Efforts SFY 2010, provided by Community Action

Kentucky (CAK), includes the agency's data in the "total units in the service categories" and the "expected to achieve (target)" columns.

The Quarterly Report is to be cumulative and include data for the period of July 1, 2009 – September 30, 2010 and report the agency's progress towards projections made in the agency's ROMA Outcomes of Efforts. The cumulative ROMA Quarterly reports shall be sent directly to CHFS on the same date it goes to CAK, and CAK will compile into one report for all of the agencies and send the compilation report to CHFS. The due dates for the quarterly report to be received by the CHFS and CAK from the Community Action Agencies are no later than the 5th day of the month following each quarter beginning July 2009.

2.07– Equipment

The Second Party may purchase or lease equipment and/or furniture necessary to provide the services set forth in the contract with funds from this contract. Any purchase or lease of a single item of equipment or furniture of \$500 or more shall require prior written approval from the Cabinet. Any computer and information technology equipment purchases, (including telephone equipment), regardless of cost (see Section 4.33), shall require prior written approval from the Cabinet.

The Second Party shall obtain all required approvals on purchases even though equipment or furniture is included in the Second Party's Approved SFY 2010 CSBG Recovery Act Plan and Budget Proposal.

The written requests shall be submitted to: Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621. Requests must be submitted prior to the end of the 3rd quarter of the contract period (March 31, 2010). No requests will be considered after that date.

The written request shall contain the following:

- Contact Person making the request, including address, phone, and email.
- Detailed purpose and justification on the use and need of the equipment.
- Detailed description and complete specifications of the equipment.
- Location where equipment will be used.
- Complete cost estimate (including unit cost and total cost) of the equipment.
- Name, address, and contract # of the State Price Contract Vendor, or other Suggested Vendor information and justification for using vendor other than state price contract vendor.

Once approved and upon acquisition the Second Party shall send copies of all furniture or equipment delivery orders/receipts to:

Cabinet for Health and Family Services
Attn: Contract Specialist
Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-B
Frankfort, KY 40621

With copy to:

Cabinet for Health and Family Services
Attn: Property Officer

Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-C
Frankfort, KY 40621

The invoices shall include:

- Full Description of the item including make, model, color, etc.;
- Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);
- Date of purchase and/or lease;
- Location where the equipment and furniture are located, include full address and state building number when applicable; and,
- Name of individual responsible for the equipment.

The physical Inventory referenced in Section 4.35 including all equipment (regardless of acquisition price) shall be sent to:

Cabinet for Health and Family Services
Attn: Property Officer
Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-C
Frankfort, KY 40621

Section 3—Terms and Conditions of the Contract

3.00—Beginning of Work

The Contract is not effective and binding until approved by the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

3.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department for Community Based Services and approved by the Office of Policy and Budget, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. The Finance and Administration Cabinet Manual of Policies and Procedures contained in 200 KAR 5:021 and the Office of Material and Procurement Services' General Conditions And Instructions For Solicitations And Contracts contained in FAP110-10-00.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

3.02—Term of Contract and Renewal Options

The Term of the Contract shall be from July 1, 2009 through September 30, 2010.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A. This Contract may be renewed at the completion of the initial Contract period upon the mutual agreement of the Parties and approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contract Review Committee. Such mutual agreement shall take the form of a modification to the Contract under **Section 3.03—Changes and Modifications to the Contract**.

The Commonwealth reserves the right not to exercise any or all renewal options if such an extension is determined by the Contract Specialist not to be in the best interest of the Commonwealth.

3.03—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 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 to the Department for Community Based Services of the Cabinet for Health and Family Services prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum 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 made modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist for consideration, and Cabinet management approval.

3.04—Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in **Section 3.03—Changes and Modifications to the Contract**.

3.05—Cancellation

The Cabinet shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the contractor by registered or certified mail outlining the reasons for the cancellation. The Second Party has the same such right to terminate said agreement, upon thirty (30) days written notice served on the Cabinet by registered mail or certified mail outlining the reasons for the cancellation.

3.06—Contract Conformance

If the Contract Specialist determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Contract Specialist 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.

3.07—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 Programmatic communications are to be made to the Cabinet Agency Contact Person listed below with a copy to the Contract Specialist, as identified in Section 1.02.

Policy Analyst
Department for Community Based Services
Division of Family Support
275 East Main Street, 3E-I
Frankfort, Kentucky 40621-0001

With a copy to:

David McAnally
Cabinet for Health and Family Services
Department for Community Based Services
Division of Administration and Financial Management
275 East Main Street, 3W-B
Frankfort, KY 40621
Fax: 502 / 564-0328

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Contract Specialist.

3.08—Payment

The fees and expenses relative to the performance of the services outlined in the Contract shall not exceed the amount as approved in the Contract. The services are to be performed during the term of the Contract as specified in Section 3.02. The Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and the Legislative Research Commission's Government Contract Review Committee.

The Commonwealth will make payment within thirty (30) working days of receipt of the Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453, KRS 45.454 and KRS 44.010. Invoices for payment shall be submitted to the Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management attn: David McAnally

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Payments on Memorandum of Agreements shall not be authorized for services rendered if the Legislative Research Commission's Government Contract Review Committee has disapproved the contract, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet.

3.09—Expenses

The contractor shall only be reimbursed for those expenses that are expressly detailed in the Contract.

Invoicing for fee: The contractor's fee shall be documented on an original invoice(s) detailing the work performed and the time frame in which it was performed.

Invoicing for travel expenses: If travel expenses are allowed under the contract, they will be submitted pursuant to Section 4.22 Travel and Hourly Rate.

Invoicing for miscellaneous expenses: Allowable expenses shall be documented on an original invoice or certified copy.

3.10—Social Security

The Second Party and all other parties so contracted for services under the scope of service of this Contract agree that they are cognizant that CHFS is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Party during the effective dates of this Contract.

3.11—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.

Section 4—CHFS Standard Terms and Conditions for Memorandum of Agreements

4.00—The Contract

CHFS and the Second Party agree to the terms and conditions as set forth in this Contract and as set forth in all Attachments incorporated herein by reference. This Contract and the Attachments incorporated herein by reference comprise a full and complete expression of the rights and obligations of the Parties as to the subject matter hereof and they shall supersede any and all other agreements, written or oral, heretofore made by the Parties.

4.01—Attachment(s)

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

4.02—Effective Date of Contract and Earliest Date of Payment

The Second Party agrees to perform the services and functions specified during the term of this Contract. It is understood that this Contract is not effective and binding until approved by the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Government Contract Review Committee in accordance with KRS Chapter 45A.690-.725. CHFS shall provide timely notice to the Second Party of disapproval of this Contract or any amendment thereto under KRS Chapter 45A.690-.725.

4.03—Extension Periods and Amendments to Contract

The terms and conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.690-.725, and are subject to the approval of the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Government Contract Review Committee. The Second Party may request an amendment by submitting a written request to the Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621. Amendments are not in effect until written approval is received from CHFS. The Second Party shall not request an amendment for the last sixty (60) days of the Contract period.

4.04—Funding

This Contract is expressly conditioned on the availability of state and federal appropriated funds. CHFS shall fund the delivery of services and supports, and activities under the terms and conditions of this Contract to the extent that the funding allocations specified are made available to CHFS. The Second Party shall have no right of action against CHFS in the event that CHFS is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to CHFS or lack of sufficient funding to CHFS for any activities or functions contained within the scope of this Contract.

Other provisions of this Contract notwithstanding, the Second Party agrees that if funds are not appropriated or are not otherwise made available to CHFS for the purpose of making payments hereunder, then CHFS shall be authorized to make payment to the extent possible and/or terminate this Contract in accordance with Section 4.40 Provisions for Termination without obligation for the payment of any cancellation or termination charges and without any other obligation or liability hereunder.

4.05—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 CHFS, Office of Policy and Budget and the Division of Accounting Services.

4.06—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:

promptly cures all defaults under this Contract;
promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and
provides adequate assurance of future performance, as determined by the Commonwealth.

4.07—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.

4.08—Notice

Unless otherwise provided, all notices, consents, and other communications required and/or permitted by this Contract shall be in writing as specified in **Section 3.07** and shall be deemed given to a Party when:

Delivered to the appropriate address by hand, United States Postal Service, or by a nationally recognized overnight courier service (costs prepaid);
Sent by facsimile with confirmation of transmission by the transmitting equipment; or
Received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and facsimile numbers and marked to the attention of the

person by title designated below (or to such other address, facsimile number, or person) as a Party may designate by notice to the other Party:

If personally delivered, such notice shall be effective upon delivery and if mailed as provided for above, such notice shall be deemed effective three (3) calendar days after it is placed in the mail.

4.09—Headings

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

4.10—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.

4.11—Indemnification

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

Provided, however, in the event the Second Party 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.

4.12—Sovereign Immunity

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or from liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

4.13—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 CHFS shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Second Party and the Parties shall negotiate in good faith any appropriate offset to the compensation

payable under this Contract. The Second Party shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other 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.

4.14—Obligation of Good Faith

Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other party, having due regard for all relevant facts and circumstances.

4.15—Code of Ethics

The Second Party and all professional personnel who may provide services under this contract or any subcontract with the Second Party shall be familiar with and abide by any and all code of ethics or conduct that has been established by a national or regional association and is generally recognized as being applicable. Failure of the Second Party to abide by the applicable code of ethics shall result in the immediate termination of the contract.

4.16—Influence on Purchasing and Other Business Transactions

The Second Party shall not attempt, in any manner, to influence any business transactions to be unlawful in any way or respect, nor attempt in any way to influence specifications for or purchasing of services, commodities, or equipment by the Commonwealth of Kentucky.

4.17—Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Second Party, 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, CHFS, or other state funds.

4.18—Service Delivery Requirements

All services provided by the Second Party under the terms and conditions of this Contract shall be delivered in accordance with:

All applicable federal and state statutes and regulations as they are currently in effect;
All commitments and assurances as set forth in all CHFS 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
All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Second Party and CHFS and submitted to a federal agency.

4.19—Roles and Responsibilities for Proposed and Existing Staff

The roles and responsibilities and the written qualifying criteria for all personnel to be employed under the scope of work for all projects funded under this Contract, including any proposed employees under subcontract to the Second Party, shall be in compliance with state and federal laws governing the distribution of funds and the performance of activities as set forth in the

project(s) in this Contract. The Second Party shall maintain and make available, upon written request, documentation of all personnel policies and procedures that govern the recruitment, hiring and performance evaluation for all personnel funded under this Contract. All employees hired by the Second Party or its subcontractors and funded under the terms and conditions of this Contract, shall have position descriptions which set out the required qualifications, skills and knowledge required to complete the scope of work as set out under this Contract.

4.20—Terms and Conditions of Contract Payments

The Second Party shall not begin work on this contract until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Government Contract Review Committee, except as otherwise exempt. [KRS 45A.695 (1)]

CHFS shall make payment to the Second Party only after the Secretary of the Finance and Administration Cabinet or his designee and the Government Contract Review Committee approve the contract except as otherwise exempt. Once approved, CHFS shall make payment to the Second Party within thirty (30) business days of receipt of accurate, acceptable and timely invoices, as specified in the Contract, submitted by the Second Party under the terms and conditions of the Contract. Payment is contingent upon Second Party's continued satisfactory performance throughout the duration of contract, as determined by CHFS. The invoice shall contain at a minimum the following information:

Description of the service performed;
Itemized statement of costs for a cost reimbursement contract;
Dates and hours, if applicable, of the services provided; and
Other information as required in this Contract.

Payment on Memorandum of Agreements shall not be authorized for services rendered after the Government Contract Review Committee's 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 of the Finance and Administration Cabinet. [Statement required by KRS 45A.695(7)]

CHFS shall reimburse the Second Party for services rendered only. If, for any reason, the Second Party is unable to render services, CHFS shall not be liable for payment to the Second Party for the time period in which the Second Party does not provide the services for which CHFS contracted.

CHFS shall reimburse the Second Party for benefits accrued during the contract period only in accordance with the approved budget and shall not be liable for benefits accrued prior to the beginning of or after the end of the contract period. All invoices for benefits, including sick, compensation, and annual leave time must be submitted prior to the contract expiration date to be considered appropriate, acceptable, and timely.

Payment is subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract. CHFS retains the right to withhold payment if the Second Party does not comply with CHFS programmatic and fiscal reporting and monitoring requirements.

4.21—Total Amount of Funds and Budget Revisions

The Second Party shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. CHFS 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 CHFS and the Second Party and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Second Party shall not request a budget revision within the first ninety (90) days or within the last sixty (60) days of the contract period.

4.22—Travel and Travel Hourly Rate

The Second Party shall not be paid for travel expense unless and except as specifically authorized under the specifications of this Contract. Unless otherwise indicated, travel reimbursement for activities under the terms and conditions of this Contract shall be in accordance with 200 KAR 2:006. No travel time or travel expenses shall be included in the hourly rates of the Second Party's employees, or any subcontractor's employees to the Second Party, under this Contract.

4.23—Subcontractors

Unless provided for in the specifications, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the Contract Specialist. 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.

4.24—Responsibility for Subcontractor Contract Requirements

The Second Party shall have a Contract with any subcontractor that the Second Party 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 Second Party'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 Second Party'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 Second Party 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 Second Party under this Contract shall be subcontracted to another, without prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. Second Party, upon the cabinet's request, shall submit the subcontract for approval to: Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621.

4.25—Subcontractor Monitoring Requirements

The Second Party shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Second Party's contract with the subcontractor. The Second Party agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws regulations, and terms and conditions of the federal

grant award in contracting with subcontractors.

Second Party further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS 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.

4.26—Cost Principles, Requirements and Limitations

The Second Party shall conform to the cost principles as set forth in 200 KAR 5:317; 45 C.F.R Parts 74, 92, 96; 48 C.F.R.31 and Contract Cost Principles and Procedures, Office of Management and Budget Circular A-122, *Cost Principles for Non-Profit Organizations* (as revised) and OMB Circular A-110, *Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* unless excluded by Federal laws or regulations, as applicable.

4.27—Requirements and Limitations on Indirect or Administrative Cost Requirements

Pursuant to OMB A-122, the Second Party shall maintain a written indirect cost allocation plan of direct and/or indirect costs if, in instances where the Second Party operates more than one (1) project, service, program, or activity. This provision is applicable to contracts that are of a cost reimbursement type.

The cost allocation plan shall be consistently and uniformly applied except where it is determined in writing by the CHFS Secretary or his or her designee to be in the best interest of CHFS to do otherwise.

In the event the Second Party has an indirect cost allocation rate and/or plan in operation that has been accepted and approved by the Second Party's cognizant federal agency, CHFS shall recognize the cost allocation plan for purposes of recording and reporting reimbursable costs to the extent that such costs are allowable and within the administrative and/or indirect cost limitation as set forth in the approved budget for each funding source of this Contract. Two (2) copies of the approved indirect cost allocation rate and/or plan shall be furnished to the agency contact identified in **Section 3.07**.

4.28—Financial Record Retention

The Second Party agrees 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 (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).

4.29—Access to Records, Books, and Documents

The Second Party agrees that CHFS 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 Second Party which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Second Party agrees to permit staff of CHFS, persons acting for CHFS, and/or staff designated by appropriate federal agencies, to monitor and evaluate services, supports or activities being performed under the provisions of this Contract. The Second Party also agrees to submit all records and documentation of such in a format prescribed by CHFS in regard to

contracted and subcontracted services when requested for monitoring purposes. The Second Party shall receive no additional remuneration for participation in the monitoring process. The Second Party agrees that CHFS, 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, that are directly pertinent to this contract for the purpose of financial audit, contract monitoring or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission that are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency was providing this service.

4.30—Audit Requirements

If the Second Party is a non-federal entity, the Second Party shall have a single audit conducted in accordance with Government Auditing Standards (GAS), Generally Accepted Auditing Standards (GAAS), and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* issued by the Comptroller General of the United States and the Office of Management and Budget as amended. See current requirements at <http://www.whitehouse.gov/omb/circulars/index.html>.

The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period, and a copy of the Second Party's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the agency contact identified in **Section 3.07**, no later than six (6) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Second Party shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by OMB Circular A-133.

The audit report shall include a schedule of expenditures of federal awards as stipulated by OMB Circular A-133 requirements and contain the following:

The Catalog of Federal Domestic Assistance (CFDA) number;
CFDA title/description; and
Pass-through entity's name and contract number.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Second Party shall include in the supplemental information a list of their subrecipients of federal monies received through this Contract and provide the following:

Subrecipients name;
CFDA number, title/description;
Subrecipient's contract number; and
Subrecipient's expenditures.

A copy of the engagement letter shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to the Second Party's fiscal year end, unless the Cabinet grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

4.31—Response/Compliance with Audit Findings

The Second Party 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 Second Party's delivery to CHFS, for CHFS 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 Second Party shall bear the expense of compliance with any finding of noncompliance under this Section that is:

Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Second Party's business;

Performed by Second Party as part of this Contract; or

Necessary due to Second Party's noncompliance with any law, regulation, rule, or audit requirement imposed on Second Party.

4.32—Equipment and Furniture

The Second Party shall not purchase equipment or furniture with contract funds unless and except as specifically authorized under the scope of work and specifications of this Contract.

4.33—Property of CHFS

Property purchased by CHFS for the purposes of fulfilling the requirements of this Contract, and which 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 more, as well as single item purchases of \$5000.00 or more (capital expenditures), requiring prior approval by the Cabinet. Any Capital Expenditures of \$5,000 or more 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 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). All computer and information technology equipment purchases, regardless of cost, require prior approval from the Office of Technology Services and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist referenced in Section 3.07 of this contract. This property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

4.34—Property Control Ledger/Logs

The Second Party shall maintain a property control ledger/log that lists all property and/or furniture 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 immediately to the CHFS Department Property Officer such that a property tag can be assigned for all items with a cost of \$500 or more. The second party shall immediately affix the tag provided to the corresponding property.

CHFS Property Tag Number;
Equipment serial number;
Full Description of the item including make, model, color, etc.;
Unit invoice to include all cost (i.e upgrades to the item such as additional computer memory purchased);
Date of purchase and/or lease;
Location where the equipment and furniture are located, include full address and state building number when applicable; and
Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the Cabinet's first party will secure insurance coverage for the item. If the second party 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 CHFS 117 is required to be submitted to the CHFS Department Property Officer.

4.35—Requirement of Inventory

1. Inventory Tracking

The Second Party shall conduct a complete, physical inventory of all equipment and/or furniture provided by CHFS and provide such to the CHFS Department Property Officer by April 30th of each year. Said findings shall include the information in section 4.34 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 CHFS-117 form is to be immediately completed and routed to the Cabinet's Department Property Officer, but no later than April 30th with the corresponding inventory.

2. Loss/Destruction

The Second Party shall immediately notify the CHFS, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621 immediately if an item purchased by CHFS is damaged, missing, or stolen. In compliance with KRS 45.313, the Second Party shall forward in writing to CHFS the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen. The Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621 will immediately notify the Agency Property Officer and the DFM, such that the proper steps can be taken to document/claim this loss to support replacement of the item if possible.

3. Surplus

All state owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the Cabinet. The CHFS, Office of Information Technology staff are responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplus or returned, the Second Party shall complete a B-217 and mail it to the CHFS Department Property Officer with a copy to the Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621 within thirty (30) calendar days when any of the following occurs:

The equipment or furniture is no longer needed by the Second party and is available for surplus;

The contract is terminated; or
The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method 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 or more, 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 Second Party shall deliver to CHFS a complete and current inventory, including the information referenced in Section 4.34, of any and all of the Cabinet's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Second Party shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting your Contract Specialist listed in Section 3.07.

4.36—Maintenance of Insurance

During the term of this Contract, the Second Party shall maintain and shall require any Subcontractor to maintain (i) workers' compensation insurance, (ii) employer liability insurance, and (iii) any other liability insurance or directors and officers' liability insurance that is reasonably necessary in the Second Party's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Second Party and any Subcontractor in the performance of this Contract. The Second Party 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 Second Party and any Subcontractor is not self-insured, each shall, in any event, name CHFS as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Second Party and any Subcontractor shall notify CHFS of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621.

CHFS shall not be responsible for any premiums or assessments on the policy or policies held by the Second Party or any Subcontractor under this Contract. CHFS may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Cabinet. Should CHFS exercise this option, it shall be fully reimbursed by the Second Party, either by Second Party 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 CHFS.

Second Party shall notify CHFS within five (5) business days of any cancellation or interruption of Second Party or Subcontractor's insurance coverage. CHFS shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Second Party and CHFS. Second Party 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 Second Party 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.

4.37—Research Project Approval and Institutional Review Board Requirements

Any proposed research project undertaken pursuant to the terms and conditions of this agreement that involves human subjects shall be approved by the Cabinet for Health and Family Services Institution Review Board (CHFS IRB) prior to involving any human subjects or their records, in accordance with 920.KAR 1:060.

4.38—Scientific Misconduct

The Second Party 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 50.101 to 50.104 and 900 KAR 1:080 as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Second Party shall immediately report to CHFS any activity reported to the Second Party under these terms and conditions. Notice shall be sent in writing to the Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621.

4.39—Intellectual Property

The Second Party agrees that any formulae, methodology, other reports and compilations of data provided by CHFS to the Second Party for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of the Cabinet, unless the specific ownership of any proposed or developed formulae, methodology or data compilation analyses is otherwise identified in any Attachment(s). The Second Party further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Second Party during the course of work pursuant to this Contract shall be made available to CHFS for the Cabinet's use upon request and without charge. Any use of these material, formulae, methodology, other reports, and compilations of data other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by 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 Second Party 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:

Patents;

Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or

Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

4.40—Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

This Contract may be terminated:

If the Second Party is in default of its contractual obligations, after the Commonwealth has provided the Second Party written notice of the identified deficiencies and a specified time to

cure;

For convenience of the Commonwealth by providing the Second Party thirty (30) calendar days written notice of termination;

Immediately for cause; or

Upon less than thirty (30) calendar days notice to the Second Party, 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.

4.41—Turnover Assistance

Upon receipt of notice of termination of the Contract from CHFS, the Second Party shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself. If the turnover assistance required by CHFS necessitates additional costs to be incurred by the Contractor not covered by the agreement, CHFS will reimburse such costs as allowable by funding.

4.42—Remedies for Breach

It is agreed by the Parties that in the event of breach of contract by the Second Party, CHFS 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 CHFS 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 Second Party to CHFS for noncompliance as provided for in this Contract.

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

The Second Party certifies the following by signing this Contract:

That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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 in writing to CHFS; and

That should Second Party or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CHFS of same.

4.44—Licensure, Certification, and Registration

The Second Party shall:

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;

Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and

Produce copies of any employee's license, registration and/or certification at the request of CHFS or the Cabinet's designee.

4.45—Permits, Licenses, Taxes and Commonwealth Registration

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 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. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property 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.

4.46—Conflict of Interest Laws and Principles

The Second Party certifies that the Second Party is legally entitled to enter into this Contract with the Commonwealth of Kentucky, and by holding and performing this Contract will not be violating either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

4.47—Campaign Finance (See Exhibit A)

The Second Party certifies that neither he/she nor any member of his/her 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 Second Party 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.

4.48—Legal Proceedings

Except as specifically disclosed in writing to CHFS by the Second Party, prior to the date of this Contract, Second Party certifies there are no suits, investigations, or other proceedings pending or threatened against Second Party or any subcontractor which would have a material effect on Second Party's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Second Party shall use its best efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Second Party related to this Contract. The Second Party shall send written notice to the Cabinet for Health and Family Services, Department for Community Based Services, Division of Administration and Financial Management, 275 East Main Street, 3W-B, Frankfort, KY 40621.

4.49—Certification of Lobbying Activities (See Exhibit A)

Second Party shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. The Second Party certifies, to the best of his or her knowledge and belief, that: 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.

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.

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.

4.50—Discrimination Prohibited (Because of Race, Religion, Color, National Origin, Sex, Age, or Disability)

During the performance of this contract, the Second Party shall:

Not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The Second Party 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 Second Party agrees to provide needed reasonable accommodations upon request. The Second Party shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, religion, color, national origin, sex, 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 compensation; and selection for training, including apprenticeship. The Second Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

Send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Second Party's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Party 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.

Comply with all provisions of Executive Order No. 11246 of September 24, 1965, Equal Employment Opportunity as amended by E.O. 11375, "Amending Executive Order 12246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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.

Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin.

If a recipient of Federal Financial assistance, shall comply with Executive Order 13166, Federal Register Volume 65. No.50121, including but not limited to, language providing services to improve access to its programs and activities for persons, who, as a result of their national origin, are limited in their English proficiency ("LEP"). The language services shall:

Be consistent with the general guidance document (LEP Guidance) 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;

Have a method of identifying LEP individuals; and

Provide language assistance measures (e.g. oral interpretation and written translation services; training of staff; providing notice to LEP persons; monitoring compliance and updating the plan.)

In the event of the Second Party's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Second Party 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 Second Party shall 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 sub-contractor or vendor. The Second Party shall 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 Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

4.51—Minority Recruitment, Hiring and Reporting Requirements

The Second Party 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.

4.52—Violation of Tax and Employment Laws

KRS 45A.485 requires the Second Party to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Second Party 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, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws.

To comply with the provisions of KRS 45A.485, the Second Party 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 Second Party shall be in continuous compliance with the provisions of those statutes which apply to the Second Party's operations, and that the Second Party's failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the Second Party's disqualification from eligibility for future state contracts for a period of two (2) years.

The Second Party shall not have violated any of the provisions of the above-referenced statutes within the previous five (5) year period.

4.53—Certification Regarding Drug Free Workplace

The Second Party hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR part 82. The Second Party shall at a minimum:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Second Party's workplace and specifying actions that will be taken against employees for violation of such prohibition;

Establish an ongoing drug free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Second Party's policy of maintaining a drug free workplace;

Available drug counseling, rehabilitation and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violation.

4.54—Confidential Information

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. The Contractor will comply with all Federal and State Regulations and Statutes related to confidentiality that are 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:

Information which the Commonwealth has released in writing from being maintained in confidence;

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

Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.55—Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use

The Second Party 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 CHFS or collected by the Second Party 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 Second Party agrees as follows:

The Second Party shall cause all personnel who may have access to confidential information provided by CHFS to enter into CHFS approved confidentiality agreements and shall maintain such confidentiality agreements on file. CHFS reserves the right to direct the removal from contract administration, or the termination of access to CHFS provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.

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 Second Party, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Contract.

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.

The Second Party 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.

4.56—HIPAA Confidentiality Compliance

The Second Party agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164, established under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 USC 1320d) to protect the security, confidentiality, and integrity of health information. The Cabinet, a Covered Entity, and the Second Party, a Business Associate under the HIPAA Privacy Rule. This would include any form of information including paper records, oral communications, audio recordings, electronic displays, etc. In the performance of services under this Agreement, the Second Party agrees to use and disclose Protected Health Information only in accordance with the HIPAA Privacy Rule as follows:

To use or disclose Protected Health Information solely for meeting its obligations under this Agreement or as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom the Cabinet or Second Party is required to disclose such information or as otherwise is permitted under this contract, or the HIPAA Privacy Rule;

To implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this contract;

To take reasonable steps to ensure that its employees' actions or omissions do not cause a breach in the terms of the HIPAA Privacy Rule;

To make available Protected Health Information to the extent and in the manner required by Section 164.524, for purposes of accounting of disclosures in accordance with Section 164.528, and for amendment and incorporation of any amendments in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule;

To ensure that its agents, including subcontractors abide by the same restrictions and conditions concerning Protected Health Information contained in this contract, and that any subcontract entered into contain this requirement;

To report to the Cabinet any use or disclosure of Protected Health Information of which it becomes aware that is not in compliance with the terms of this contract; and

To return or destroy copies of all Protected Health Information upon request of the Cabinet or upon termination of this contract. If such return or destruction is not feasible, the Second Party shall extend the protections of this contract to such information and limit further uses and disclosures to those purposes that make its return or destruction not feasible.

Government agencies responsible for HIPAA Privacy Rule compliance and appropriately authorized shall have the right to audit the Second Party's records and practices related to use and disclosure of Protected Health Information to ensure the Cabinet's compliance with the terms of the HIPAA Privacy Rule. In the event that either party to this contract believes that any provision fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this contract, if necessary, to bring it into compliance. If, after such thirty-day period, the contract fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

4.57—Governing Law and Regulations

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

Section 5— Standard Terms and Conditions for Contracts and Grants Using ARRA Funds

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving ARRA funds from the Commonwealth of Kentucky ("Commonwealth") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus process is still evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

5.01—Availability of Funding

Contractor/Grantee agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.02—Buy American Requirement

Contractor/Grantee agrees that in accordance with ARRA, Section 1605, neither Contractor/Grantee or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor/Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5.03—Conflicting Requirements

Contractor/Grantee agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

5.04—False Claims Act

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.05—Enforceability

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

5.06—Inspection of Records

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.07—Job Posting Requirements

Section 1512 of the ARRA requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>

5.08—Prohibition on Use of ARRA Funds

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.09—Reporting Requirements

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, Contractor/Grantee agrees to provide the Commonwealth with the following information in a timely manner:

- a. The total amount of ARRA funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
 - i. the name of the project or activity;

- ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or
 - v. Catalog of Federal Domestic Assistance (CFDA) number;
 - vi. Program source;
 - vii. An award title descriptive of the purpose of each funding action;
 - viii. The location of the entity receiving the subaward;
 - ix. The primary location of the subaward, including the city, state, congressional district and country; and
 - x. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - xi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in 4 may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

5.10—Segregation of Funds

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

5.11—Subrecipient Requirements

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.12—Wage Requirements

Contractor/Grantee agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing

on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

5.13—Whistleblower Protection

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractor/Grantees of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**Louisville Metro
Community Action Partnership
Specialized Training Services
Bid Pricing**

Standard Specialized Training Services

Please attach price listing.

Average number of participants per class: 10 (participants)

Special Discounts offered: Y or N Discount off service pricing: 10%

Number of jobs this contract may sustain/create if contract is awarded:

50 Jobs Sustained _____ Jobs Created

Document to demonstrate offers of sponsorship and commitment to low income programs.

This is an entry level training program. I have been in business as an educator for 5 years. And as a dental professional for over 20 yrs. I have had many calls from local dentists and dental laboratories. To name a few:

Kelly Dental Laboratories
Keller Dental Laboratories
Highland Dental Lab

Document explaining general experience and reputation, such as references.

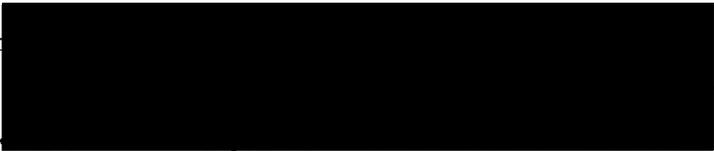
Local dentist that have sent their dental assistants to my program for training include:

Mortensen Family Dental Dr. Mater
Sunshine Dental
Spring Street Dental
7th & Hill Dental
Rush Family Dentistry
Dr. Hornighausen
Dr. Stem
Dr. Cook
Dr. Pryor - Orthodontist
Dr. Mohan - Oral & Maxillofacial
Plaza Dental
Kentuckyana Works
Vocational Rehabilitation Services
Family Health Center of Clark Co.

RFP
SUBMITTED BY:

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Dental Careers of Southern Indiana/DBS
By: Donna S. Rush Dental
Careers, KY
Title: President/owner
E-Mail Address: donna@smithlane.com
Address: 9605 Fairmount Road
Louisville, KY 40291
Telephone: 502-424-2491
Fax: 502-537-9304
Date: 12-7-2009
Louisville/Jefferson County Metro
Revenue Commission Number: 
Federal ID Number: 

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____


Vendor Signature (all items above have been read and completed)

SIGNATURE PAGE

[Handwritten Signature]

Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Dental Careers of Southern Indiana LLC.

Company Name

[Handwritten Signature]

Director of Purchasing

Contract Term:

Effective: February 15, 2010

Expires: February 15, 2011

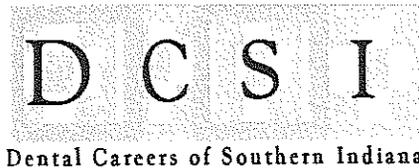
Items Covered:

All: * Primary * ✓

See Attached:

The Invitation for Bid and response will become part of the contract

original



Dr. Donna S. Rush

1615 Springt St. Ste. C
Jeffersonville, IN 47130
(502)424-2491

**Proposal for Dental Assisting Training Services
For The CAP Specialized Training program**

Application for Approval of Dental Assisting Training

1. Application for Approval of Dental Assisting Training Services.
2. Written description of program, purpose, goals, and objectives.
 - a. Program Overview:
 - a. Dental Careers of Southern Indiana (DCSI) and sister school DBS Dental Careers was established in 2005 to provide quality training for entry level dental assistants. The school has met both the Kentucky and Indiana requirements for radiology education by providing 6 hours of Dental X-ray Technique and 6 hours of Dental Radiation Safety. The curriculum used is Concepts in Dental Assisting developed by Dr. Richard Erickson. The EDDA program was developed by Dr. Donna Rush and the curriculum used is Dental Materials: Clinical Applications for Dental Assistants and Dental Hygienists by Carol Dixon Hatrick.
 - b. Program Goals and Objectives:

Through 120 hour classroom and 50 hour clinical course DCSI and DBS Dental Careers has the goal providing quality dental assisting/EDDA education to persons desiring to work in a dental office. The program meets and evaluates this goal by both written and practical exams to determine the students' proficiency.
 - c. Purpose:

DCSI strives to help our students receive the finest Dental Auxiliary education as possible in order to provide local dentists with exceptional dental support staff. We at DCSI work hard to help our students receive the finest education. We will try to inspire, motivate, influence, & encourage them with enthusiasm and enjoyment.
 3. Policies and Procedures
 - a. Student Attendance:

Each student is encouraged to attend every class session for the full 8 hour session. According to the time table for each of the classes, each time you miss an equivalent of one full session (8 hours) for illness or personal reasons, you have the possibility of losing 10% off your final grade. Final determination of any absence will be at the discretion of the instructor. Anyone whose grade, due to absences, goes below 70 % will be discharged from class with a failing grade. Some students may be considered for readmission, but must first meet with the program director.

- b. Student grading, program progression and completion criteria:
Passing the course requires a cumulative grade of 70% or better.
Anyone scoring higher than 90% overall by the end of the last class will receive an honors diploma.

Anyone caught cheating on an exam or quiz will receive a 0 on that test or quiz; losing all points possible that day.

Clinical hours, if a part of the curriculum, must be completed prior to the last day of class. It is the student's responsibility to keep a record of hours completed and hand it in after completing all the hours. The dentist or office manager must sign off on the hour record.

Each student's grade will be based on a total of 460 points earned as follows:

Dental Assisting Course

3 Quizzes at 20 points each totaling 60 points; homework is 4 points each class for a total of 40 points.

X-ray quiz	40 points
Midterm	100 points
Final	100 points
Technique practical	100 points
X-ray practical	20 points
<hr/>	
Total Points Available	460 points

EDDA Course

4 Exams at 100 pts a piece

Tooth projects:

Three tooth Restorations at 25 pts apiece

Five amalgam projects at 25 pts

Five composite projects at 25 pts

c. Student Record Maintenance:

At present the student files are kept electronically in the Classroom Performance System (CPS). After each class is over we print out the attendance, any class exercises done along with any exams and quizzes taken in the ten and four week programs. The files are kept alphabetically in a locked file box. They will be held for a minimum of 7 years if they have enrolled and not completed the course. For those students who complete the course, the records will be held in storage permanently after the first seven years. For the state of Kentucky they are sent to Frankfort, KY as a permanent file.

Students who complete the class with a grade of 70% or more receive a letter of recommendation. A listing of current job openings in the field is kept and updated weekly with the students. Dentists and laboratories have been notified of the classes we teach and are beginning to call the school when needing an employee. Both Dr. Rush and Robin Fleace are available to speak with potential employers about the strengths and weaknesses of each student to assure satisfactory placement. The students are assisted with job interview skills and resume development.

We keep basic demographic information along with a listing of where they have been employed. Our goal is to track each student for two years following completion of the courses to determine their success in the program and the career field they have chosen.

d. Student Fees and Financial Aid:

Types of financial assistance available to our students in the forms of; Private loans from their bank; we are partnered with Workforce of Kentucky and Indiana; and we also accept Vocational Rehab students.

As of present our percent of students in each category is as follows: 14% from Kentuckiana Work one, 14% scholarship (we give at least two free classes to individuals a year), 10% private pay, and 62% from Vocational Rehabilitation.

e. Student rights and responsibilities:

i. CONDUCT STANDARDS:

1. The student's conduct should reflect one of a professional. A student will be dismissed if they come to class on drugs or alcohol, or they are verbally or physically threatening, abusive to the instructors or the other students, or bring in a weapon. They would also be asked to leave if they were

argumentative with an instructor or other students. Before they would be allowed back into the class they would be required to meet with one of the instructors or director regarding the incident. Were the behavior to continue or escalate, they would be dismissed.

ii. GENERAL GUIDELINES:

1. Dental Careers of Southern Indiana is a smoke free facility. Anyone wishing to smoke should go outside away from the building entrances. Cigarette butts should be disposed of properly, not in mulch beds.
2. Cell phones should be turned off or put on vibrate when in the building. If you must take or make a call, please leave the classroom area so that you do not disturb your classmates or the instructors.
3. Class starts promptly at 8 a.m. If you are not on time, the class will begin without you. Subjects missed must be made up at lunch or break times, if scheduling allows.
4. Personal problems and quarrels should be left at the door. Our goal is for a pleasant, friendly atmosphere, conducive to sharing and learning. Anyone distracting from that will be asked to leave.
5. Limit personal items brought into the classroom to those necessary for your participation in the day's activities. All personal must be left in your car or in lockers. You are responsible for providing a key to the lockers.
6. You are responsible for clean up each day. No one can leave until the rooms have been cleaned and all equipment and supplies stored properly.
7. Any equipment that you borrow to work with at home must be signed out and back in to the instructor.

iii. CLINICAL GUIDELINES:

1. Your clinical site will be in a working dental office. You are expected to act in a professional manner at all times. This is not only an opportunity to learn in an office but also, to earn a reference from the dentist that you are assisting.
2. Do not under any circumstances question the dentist's judgment in front of a patient. If you have a question for your understanding or clarification, ask it after the patient leaves.
3. Do not discuss any patient with another patient, outside the dental office or with anyone on the telephone. Do not talk to

any patient in the waiting room about their visit or their problem. The Health Information Privacy and Portability Act implements severe penalties both on the provider and the student, if confidentiality is not honored.

4. Do not try to diagnose a patient's problems. You must always remember you are a student and the dentist is the expert.
5. Wear clean scrubs at the clinical site and closed toe shoes. Be sure to remember you will be on your feet much of the day.
6. If you don't understand a request, or are not comfortable with what has been asked of you, quietly ask for clarification or assistance. Do not take on a task beyond what you are trained to do. Don't guess. It's better to say "I don't know. Can you help" than it is to ruin either a patient's chart or a valuable piece of equipment
7. If you have tattoos or body piercings, be sure that they are covered by clothing or, in the case of piercings, removed.
8. Leave your cell phone in your purse TURNED OFF. If you need to make a call do it during lunch or a break.
9. Be friendly to the office staff. Remember they may not be sure why you are there and could feel a little insecure. Most people are willing to help if you give them the opportunity.
10. Dental supplies and equipment are expensive. You must be conservative in using all supplies. The dentist relies on you to help keep costs down so he/she can both make a living and pay the bills.
11. Handle the equipment and instruments with care. Some offices may deduct broken items from your paycheck. As a student you will be held responsible for misuse of any equipment, either at the school or in the dentists' office.

iv. SAFETY GUIDELINES:

1. When working with the dentist in the operatory, wear goggles, mask, and clinic warm-up jacket. Arms have to be covered with either a clinic warm-up jacket or a disposable lab coat (furnished by the clinic) in addition to being gloved. This protects both you and the patient.
2. Do not wear gloves outside the exam room.
3. Follow all rules of universal precautions

4. Report any needle or instrument sticks immediately to the dentist.
5. Keep the workspace clean.
6. No eating in the dental operator or front desk.
7. Wash hands before and after putting on gloves.

v. KNOWLEDGE OF RULES AND REGULATIONS:

1. Dental Careers of Southern Indiana/DBS Dental Careers reserves the right to change any provision or requirements in this catalog at any time without notice. The school further reserves the right to require a student to withdraw from the school for just cause, defined, as any cause deemed detrimental to the school or other students, as determined by the school director.
2. The school director may suspend students violating the conduct standards. A suspended student may apply for reinstatement after a one-month separation. The decision of the director will be final.

f. Student Grievance:

i. Complaint Procedure:

If you have a problem with another student, a staff person or DBS Dental Careers school policy, you should initially discuss the problem with one of the school employees. Problems with class grades or content must first be discussed with the instructor. Students should feel free to discuss any concerns or problems with the instructors or instructors' aides.

If, after discussing your complaint with the school director, you still feel that your complaint has not been resolved, you may follow the review procedures listed below:

Write a complete description of your complaint and present it to the school director

Within ten days of receiving your written complaint, the School Director will appoint a review board consisting of : the school Director, one instructor, and one student.

The review board will meet within five business days of its appointment and review the written complaint as well as meet with the complainant. The review board will issue a decision within ten days of the final hearing on a particular complaint. The decision of the review board will be final.

NOTICE: IF THE STUDENT IS NOT SATISFIED WITH THE OUTCOME OF THE ABOVE PROCEDURE, THE STUDENT MAY

**CONTACT THE EXECUTIVE DIRECTOR OF THE STATE
BOARD FOR PROPRIETARY EDUCATION AT THE ADDRESS
LISTED BELOW:**

**State Board for Proprietary Education
P.O. Box 1360
Frankfort, Kentucky 40602
502-564-4233**

- ii. Student Policy:
The arrangement for both academic and non-academic student counseling is done by the instructor. Non-academic issues are addressed by Dr. Rush. Any student who indicates a need for mental health counseling would be referred to the local mental health clinic. Students needing additional career counseling are referred to local sources.
4. Classroom and clinical instruction, supervision, and evaluation:
 - a. Basic Format: Overall dental assisting/ EDDA program: 120 classroom hours, 50 hours clinical .This will include both the basic dental assisting course in combination with an EDDA (Expanded Duties Dental Assisting) course. The format of the program is that the course is taught in a classroom equipped as a full dental office with lab, operatory, x-ray head and radiograph developer. The students use a mannequin to practice taking radiographs. In a clinical setting the students are given an opportunity to work with Dr. Donna Rush (Managing Director) in a working dental office within a community health center. Under Dr. Rush's direction, they are allowed to work as her assistant. Patients are informed that the assistant is a student. The health center is a teaching center in several medical disciplines, so patients are usually more willing to work with the students. Students who express in an interest in working in a dental specialty are placed in the specialist's office for at least one day to experience the work done in that office.
 - b. Teacher-Student Ratio: Because our classes are small we have a small student to teacher ratio and are able to work closely with each individual student. The fast learner is given the opportunity to assist Dr. Rush at her clinic as many hours as they like, and is encouraged to study some subjects more in-depth than the others. The slower learner is given more instructor time to explore the basics one-on-one to prepare them for the entry level positions, meeting the goals of the class.
 - c. Written Evaluations: Students will be given a minimum of 5 quizzes and 2 comprehensive exams, including a basic radiology program of 8 hours within the dental assisting program along with technique. Dr. Donna Rush

is constantly reviewing, critiquing, and revising the materials and tests. Recently, tests developed by the text book that we use, Modern Dental Assisting (Torres & Elrich) 8th edition, have been used. We have exams from Dr. Erickson (the founder of Dental Careers Program) and we have a CPS (Classroom Performance System) that allows us to track exam questions, and print out feedback immediately. We have a workbook that goes with our textbook, that has daily exercises, technique check off, and performance expectations for every hands on activity completed. Each instructor is responsible for their individual class study guide and lesson plan. Dr. Rush has developed the individual curriculums for the Dental Laboratory Assistant class, which also uses current text books and guides.

- d. **Clinical Evaluations:** Students are evaluated by an instructor and a peer on technique to determine their clinical competency. The evaluation can take place either during class time or in the dental office. The required 40 clinical hours are scheduled with Dr. Rush and her assistant at the Family Health Center of Clark County. This time is invaluable to the learning process. In addition to developing hands-on skills, Dr. Rush uses any down time between patients to work with the students on identifying x-rays and charting in addition to any other of the more technical points the student may need individual help with.
 - e. **Class Tutoring and Assistance:** DCSI provides one-on-one academic counseling regarding any issues in which the student is showing deficiencies. The student is asked about possible outside problems that may be impacting their success and possible problems within the program itself. Any student who is having difficulty completing the program due to personal issues will be allowed to drop out and reenter another session when the personal issues have been resolved.
 - i. **Expected length of the program:**
 1. Basic Dental Assisting: 10 weeks
 2. EDDA: Additional 4 weeks
 3. Program Calendar:
 4. Basic Dental Assisting: 8 hours per week for ten weeks on Saturdays, or two 4 hour evening sessions on Tuesday and Thursday.
 - ii. **Expanded Duty Dental Assisting:** Additional 40 hours of hands on working doing restorations on Dentoform teeth.
5. **Provided Supplies Include:**
- a. Two textbooks for the Basic Dental Assisting Course. Modern Dental Assisting, Torres and Ehrlich and Concepts in Dental Assisting by Richard Erickson, MS, DDS. Both of these are used along with accompanying

PowerPoint and video presentations. Applicable handouts and booklets are provided to further educate the students on the basics of dental assisting and particularly radiology. EDDA students are given enough dental materials to do 20 restorations and a book Dental Materials: Clinical Applications for Dental Assistants and Dental Hygienists by Carol Dixon Hatrick.

- b. One Uniform
 - c. One lab jacket
 - d. Restorative dental materials needed for the EDDA course
6. Instructors:
Our stated policy for the employment of our teaching staff is to have a combination of certification and current experience in the field in which they are teaching. All instructors are state certified and have experience working in the dental field.
7. Feedback on Students' Progress and Attendance:
We have a CPS (classroom performance system) that is setup to give immediate feedback on information just learned from a lecture or a power point video/presentation. At any time a student may ask Dr. Rush or any other instructor about matters concerning grades and/or attendance.
8. Graduation Rate
DCSI currently maintains a graduation rate of approximately 98%, and is constantly working hard to maintain and improve these standards.
9. Opportunities to attend class
Classes will be provided up to five times a year demonstrating flexibility in days of week and times available. There will also be the option to make-up select classes that were missed due to illness.
10. Itemized list for cost per student:

Class	Items	Cost	Total Cost of Course	Total Cost of Course after Discount	Total Discounted Cost for EDDA and Basic Dental
Basic Dental Assisting					
	Uniform	\$100.00			
	Books	\$200.00			
	Supplies	----			
	Tuition	\$2,995.00			

Revised - 1/1/2010

			\$3,295.00	\$2,966.00	
EDDA					
	Books	\$200.00			
	Supplies	\$200.00			
	Tuition	\$1,300.00	\$1,700.00	\$1,439.00	
					\$4,405.00

All students enroll for the complete 4 weekends course and pay tuition for the complete program prior to entrance unless other arrangements have been made.

11. Obtaining Employment:

All students will be provided with a letter of recommendation upon completion of the course. In addition to the letter of recommendation, students will be provided with; help constructing a resume; interviewing skills; a list of current job openings; and access to dentists who personally call the school looking for qualified employees.

12. Assist CAP in monitoring client employment status at time of completion of training and every ninety (90) days until September 30,2010.

13. Course Curriculum:

BASIC DENTAL ASSISTING

80 CLOCK HOURS

The Dental Assisting program is a ten consecutive week, eight classroom hours per week for a total of eighty (80) classroom hours. This will include lecture material as well as clinical hands-on training. In addition, there is approximately 60 hours of home study plus 40 hours of practical-on-the-job training for a total of approximately 180 course work hours.

BASIC DENTAL ASSISTING

WEEK	SUBJECT	CLOCK HOURS
Week 1	General Introduction to terminology and Equipment	8
Week 2	Four-handed dentistry, instrument transfer, isolation techniques, suctioning (HVE), local anesthesia, patient positioning and handpiece maintenance.	8
Week 3	Radiology theory and practice of intraoral & extraoral x-ray	8

Week 5	Cements and liners, alginate impressions (upper arch), Model pouring and trimming	8
Week 6	Mid Term Exam, Oral Surgery & periodontal instruments and materials, sterilization procedures, alginate impressions (lower arch)	8
Week 7	Crown & bridge instruments and materials, making temporary restorations, and bite registration	8
Week 8	Endodontic material and instruments, orthodontics, job interview skills.	8
Week 9	Office Management, front desk operation, appointments, billing dental insurance, office management software, OSHA regulations as it applies to dental assisting. Review and practice for final exams.	8
Week 10	Final written Exam and Practical Exam, Pediatric Dentistry, xray practical, practical clinical exam, Graduation	8

EDDA CURRICULUM

40 hours

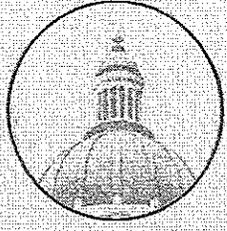
The Expanded Duty Dental Assistant Program is designed for dental assistants who would like to advance in their training in restorative dentistry. It is a 40 hour class taught over a 4 Friday-Saturday weekends. Student must be working in a dental office to take the class. The Student will be doing individual projects during the month between classes. This class will provide the student with the materials and knowledge to become proficient in doing restorations in their employer's office. The student will receive training in dental anatomy, pathology and terminology, dental instruments and materials. There is a lecture component, a lab component and a clinical component. Each student will be required to do an externship at the office they are employed by. The externship portion consists of supervised experiences in a clinical environment; it also requires competencies, and evaluations, completed by both the student and supervising dentist.

Course of study on a week to week basis:

WEEK	SUBJECT	CLOCK HOURS
Week 1	Introduction to Dental Materials, Oral Environment 1. Handling and Safety, Placement of Rubber Dam, 2. Placement of Toffelmeir band and wedges, Principles 3. Of Bonding, Placement of Composite, Preventative and 4. Bleaching Materials, Placement of Sealants and 5. Fabrication of Bleaching Trays	10
Week 2	Metals in Dentistry, Placement of Amalgams, Dental Anatomy, Finishing Amalgams and Composites and Mixing Cements	10

Week 3	Fabrication and Placement of dental Temporaries	10
Week 4	Review of all procedure, check all projects, Final Exam	10
TOTAL HOURS		40

In the name and by the Authority of
THE STATE OF INDIANA

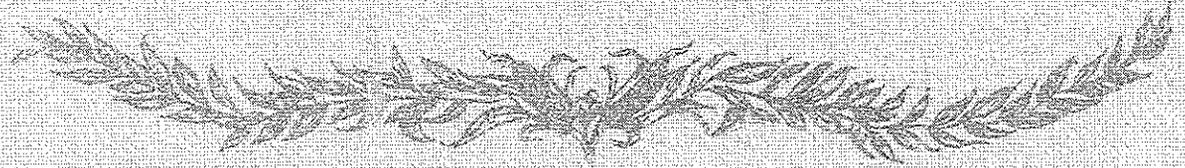


COMMISSION ON PROPRIETARY EDUCATION

This Certifies That

DENTAL CAREERS OF SOUTHERN INDIANA
Institution

Having fulfilled the requirements for accreditation under the laws of the State of Indiana is hereby awarded FULLY ACCREDITED status and is duly authorized to operate in the State of Indiana.



In testimony whereof, we have caused the Great Seal of the State to be hereunto affixed this day of March 15, 2009



Gene White

Chairman

Arthur R. Smith

Secretary

3799



STATE OF INDIANA

COMMISSION ON
PROPRIETARY EDUCATION

Claudia Braman, Commissioner

302 West Washington Street
Room E201
Indianapolis, IN 46204-2767
<http://www.in.gov/cope>

March 23, 2009

DR DONNA S RUSH
DENTAL CAREERS OF SOUTHERN INDIANA
1615 SPRING STREET SUITE C
JEFFERSONVILLE IN 47130

Dear Dr. Rush:

You are hereby notified that **DENTAL CAREERS OF SOUTHERN INDIANA** has been granted renewal of its Fully Accredited status as an educational institution in accordance with Indiana Administrative Code 570 IAC 1-3-3. This status is effective from **March 15, 2009 to March 14, 2010**.

You may continue to use one of the authorized statements in your advertisements and correspondence as described in 570 IAC 1-3-1 (D)(3).

The enclosed Certificate of Accreditation remains the property of the Commission and may be revoked or denied upon due cause at the request of the Commission as specified in 570 IAC 1-3-2 (B).

We congratulate you on your renewal status and wish you continued growth in the field of proprietary education.

Sincerely,

A handwritten signature in cursive script that reads "R. Miller".

ROSS MILLER
Director of Accreditation

RM/ta

Enclosure: Certificate of Accreditation