Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Gateway CAC FY 18 Meds	
Doc ID No: PON2 040 1700002321 1	**Procurement Folder:** 4532006
Procurement Type: Grant	**Record Date:** 06/16/2017
Issued By: FRAN PINKSTON	**Cited Authority:** KRS15.935
Telephone: 502-696-5609	

CONTRACTOR

GATEWAY CHILDRENS ADVOCACY

310 EAST MAIN ST

MOREHEAD KY 40351
US

Effective From: 07/01/2017 **Effective To:** 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Child sexual abuse medical exams		42.00	EA	75.00000	0.00	3,150.00

Extended Description

Contractor will receive funding, in the form of "case management fees", to provide child sexual abuse medical exams.

Payment Schedule:

Monthly, upon receipt of an invoice to include the number of exams performed, date of service, name of physician, and non-identifying data about patient.

One-hundred percent funding from the Child Victim Trust Fund.

BILL TO

224467
OFFICE OF THE ATTORNEY GENERAL - CAP CENTE
1024 CAPITAL CENTER DR SUITE 200

FRANKFORT KY 40601
US

SHIP TO

421793
OFFICE OF THE ATTORNEY GENERAL
700 CAPITAL AVENUE
ROOM 34, CAPITAL BUILDING
FRANKFORT KY 40601
US

Total Order Amount: 3,150.00

Memorandum of Agreement Terms and Conditions

Revised May 2016

Memorandum of Agreement FOR
Child Victims Trust Fund Support Grant

BETWEEN

THE COMMONWEALTH OF KENTUCKY
Child Sexual Abuse and Exploitation Prevention Board, as administratively attached to the Office of Victims Advocacy, Office of the Attorney General

AND

GATEWAY CHILDRENS ADVOVACY CENTER
310 EAST MAIN ST
MOREHEAD, KY 40351

Scope of Services:

WHEREAS, KRS 15.935(b) authorizes the Board to disburse available monies from the CVTF to fund medical examinations for victims of child sexual abuse through the **Child Sexual Abuse Medical Reimbursement Program (the CSAMR Program)**; and

WHEREAS, the Board has determined the necessity of providing temporary funding, in the form of “case management fees,” to eligible providers of child sexual abuse medical examinations; and

WHEREAS, the Second Party is available, willing, and qualified to perform this function, and the Board desires that the Second Party perform this function; and

WHEREAS, all terms and conditions of the CSAMR Program are attached hereto and are hereby made a part of this contract and are fully incorporated herein.

Now, therefore, it is hereby mutually agreed by and between the parties hereto as follows:

The Second Party agrees to:

Provide case management services relating to child sexual abuse medical examinations.

Follow all terms and conditions of the Program, as incorporated herein, as well as all Contract requirements.

Maintain detailed records regarding each child sexual abuse medical examination and provide to the Board staff as directed;

Provide the Board with a yearly report, due by close of business July 31, 2018:

Total number of child sexual abuse medical examinations performed for the period funded including the dollar amount and sources of revenue for the child sexual abuse medical examinations; and

The total dollar amount reimbursed by the CVTF for the period funded.

To permit site-based visits and/or inspections, by Board staff or its designee, to ensure compliance with all terms and conditions of the Contract and the Application.

Failure to comply with any of the Contract obligations stated above or the Program terms attached hereto shall result in written notice from the Board and/or Board staff mailed by certified United States Postal Service mail, Return Receipt Requested, to the Second Party documenting all items of non-compliance. The letter will serve as official notice and inform the Second Party that its failure to timely submit any of the required documents is a violation of its contractual obligation, which may affect the ability to secure funding with the CSAEP Board/CVTF in the future. The requested return delivery notice shall be placed in the Second Party's file upon receipt. After a finding of non-compliance, the Second Party shall have 30 days to provide the necessary documentation to the Board to obtain conformity with the contract requirements. Failure to submit all required documentation within the stipulated timeframe will result in the suspension of remaining grants funds and/or termination of grant funds, where applicable, and shall make the Second Party ineligible to apply for funding for a period of two years following the year in which funding was terminated.

The Board agrees to

Reimburse the Second Party one (1) case management fee of $75.00 per child, per case/incident for one (1) sexual abuse medical examination conducted through the Second Party. The total amount of reimbursement paid by the Board to the Second Party shall not exceed **$3,150.00** for the state fiscal year ending June 30, 2018.

No payment may be made until this contract is approved by the Secretary of the Finance and Administration Cabinet and the Legislative Research Commission.

Pursuant to the Application, payment shall be made by the Board only after receipt of a monthly invoice in a format to be prescribed by the Board. Monthly invoices are due no later than fifteen days after the close of each calendar month. Any monthly invoices submitted after close of business July 5, 2018 shall not be eligible for payment.

Each person performing, or assisting with the performance of, a child sexual abuse medical examination service shall comply with all applicable state and federal licensing, certification, and confidentiality requirements as provided by law or regulation. Any ARNP, RN, LPN, medical assistant or unlicensed nursing personnel assisting with the performance of child sexual abuse medical examinations shall attend one CVTF-sponsored training session during Fiscal Year 2018 on topics related to forensic child sexual abuse medical examinations. Failure to comply with this CVTF contract requirement within the stipulated timeframe may result in the forfeiture of remaining grant funds, where applicable, and shall be a factor in the consideration of future applications. Termination from the program will make the grantee ineligible for application to the program for a period of two years following the termination year.

Funds paid to the Second Party pursuant to this agreement will be used solely as reimbursement for performing the case management aspects of child sexual abuse medical examinations; to supplement

and not replace existing funds received by the Second Party from other sources for child sexual abuse medical examinations; and, will not be used to reimburse services for which there is private health insurance coverage, or for which any other third party has a legal obligation to pay.

Any overbilling or overpayment of funds by the Board that inure to the benefit of the Second Party must be returned to the Board. Any funds owed to the Board become immediately due and payable upon non renewal of the CSAMR contract or termination from the CSAMR Program.

Pricing:
The Board agrees to reimburse the Second Party one (1) case management fee of $75.00 per child, per case/incident for one (1) sexual abuse medical examination conducted through the Second Party. The total amount of reimbursement paid by the Board to the Second Party shall not exceed **$3,150.00** for the state fiscal year ending June 30, 2018.

Cancellation clause:
Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

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

Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Effective Date:
All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their

effective date for informational purposes only as provided under KRS 45A.700.
KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

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

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

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

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

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

Discrimination:
Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

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

for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

3. The contractor will 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

VI. Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

_____ _____
Signature Title

_____ _____
Printed Name Date

2nd Party:

_____ _____
Signature Title

_____ _____
Printed Name Date

Other Party

_____ _____
Signature Title

_____ _____
Printed Name Date

Approved as to form and legality:

_____
Attorney