Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Prevent Child Abuse Kentucky -Prevention Grant FY18	
Doc ID No: PON2 040 1700002353 1	**Procurement Folder:** 4549912
Procurement Type: Grant	**Record Date:** 06/14/2017
Issued By: FRAN PINKSTON	**Cited Authority:** KRS15.935
Telephone: 502-696-5609	

CONTRACTOR

PREVENT CHILD ABUSE KENTUCKY

801 CORPORATE DR STE 120

LEXINGTON KY 40503
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 Services and Programs		0.00		0.00000	34,493.00	34,493.00

Extended Description

A Grant to be used for the purpose of conducting a child sexual abuse prevention program pursuant to KRS 15.935.

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: 34,493.00

Memorandum of Agreement Terms and Conditions

Revised May 2016

Sexual Abuse Prevention Grant

BETWEEN

THE COMMONWEALTH OF KENTUCKY
CHILD SEXUAL ABUSE AND EXPLOITATION PREVENTION BOARD,
OFFICE OF THE ATTORNEY GENERAL

AND

PREVENT CHILD ABUSE KENTUCKY
801 Corporate Drive, Suite 120
Lexington, Kentucky 40503

SCOPE OF SERVICES:

WHEREAS, KRS 15.935 authorizes the Child Sexual Abuse and Exploitation Prevention Board (hereinafter referred to as the Board) to disburse available monies from the Kentucky Child Victims' Trust Fund (hereinafter referred to as the CVTF) to eligible nonprofit organizations and public agencies, and

WHEREAS, the Board approved funding for the grant application submitted by PREVENT CHILD ABUSE KENTUCKY(hereinafter referred to as the Grantee) for the purpose of conducting child sexual abuse prevention activities, and

WHEREAS, there is a general understanding that fund availability is dependent upon funds being appropriated by the General Assembly or in the execution of a legal spending plan,

THEREFORE, this agreement is set forth to establish the responsibilities of the Board and the Grantee.

ACTIVITIES:

The specific child sexual abuse prevention activities to be conducted by the Grantee are described in its approved grant application as modified by changes and conditions, if any, stated in the Board's grant award notification letter. These two documents are on file with the Office of Victims Advocacy, Office of the Attorney General and are hereby fully incorporated herein.

The Grantee shall inform the Board of its activities by submitting written financial and programmatic reports to the Board on the dates prescribed below.

The Grantee shall adhere to the CVTF promotion plan that was submitted as a part of the grant application and include the CVTF logo on any products or materials developed or used in this program/ project. Written materials shall include the following statement: "This publication/program is funded in

part by the Child Victims' Trust Fund."

The Grantee shall ensure that AOC background checks (no older than two years) are completed on each person with access to or participating in the administration of this program before initiation of the program. Any background check returned with anything other than minor traffic offenses shall be reported to Office of Victims Advocacy.

The Grantee shall comply with all state regulations, policies, guidelines and requirements related to the use, application and acceptance, and reporting of state funds for this state-assisted program and provide full access to agency documentation, records and other pertinent information as deemed necessary by the Board or its agents, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, as required by KRS 61.878(1)(c), for monitoring purposes.

PERIOD OF PERFORMANCE:

This agreement shall be in effect from July 1, 2017 through June 30, 2018.

Any amendment or extension of this agreement shall be documented in writing, including the date of any amendment or extension and signatures of an authorized official for each party, subject to the approval of the Secretary of the Finance and Administration Cabinet if required.

GRANT AWARD AND METHOD OF PAYMENT:

The grant award of **$34,493.00** shall be disbursed as follows: initial payment of **$8,623.25.00** shall be made by the Board upon receipt of the initial invoice and the completion of programming development activities. Subsequent payments of **$8,623.25** shall be made by the Board upon receipt of quarterly invoices in a format to be prescribed by the Board. Quarterly reports and invoices are due no late than fifteen (15) days after the close of each fiscal quarter: October 15, 2017, January 15, 2018, and April 15, 2018.
Any invoices submitted **after the close of business July 5, 2018** shall not be eligible for payment. A final overall programming report is due no later than July 31, 2018. The Grantee shall keep all receipts for expenditures made with grant funding.

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